

**AGREEMENT FOR SERVICES**  
**Between**  
**VISTA PACIFICA ENTERPRISES**  
**And**  
**MODOC COUNTY BEHAVIORAL HEALTH SERVICES**

**THIS AGREEMENT** is made and entered into this **1st day of July, 2020** by and between the COUNTY of Modoc, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Vista Pacifica Enterprises, hereinafter referred to as "CONTRACTOR."

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The CONTRACTOR shall furnish to the COUNTY, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated here.

Services and work provided by the CONTRACTOR at the COUNTY'S request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to those which are referred to in this Agreement.

**2. TERM AND TERMINATION.**

The term of this Agreement shall be from **July 1, 2020** to **June 30, 2021** unless sooner terminated.

This contract may be terminated for any reason as follows:

- A. By mutual consent of parties; or
- B. By COUNTY (or designated Department Head) upon 30 day written notice thereof to CONTRACTOR.

Upon termination, COUNTY shall not be liable to pay CONTRACTOR the total compensation, but CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the service actually performed bears to the total service of the CONTRACTOR covered by this Agreement.

**3. REFERENCE TO LAW AND RULES.**

In the event any law, regulation, or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with amended provision as of the effective date of such agreement.

**4. WORK SCHEDULE.**

CONTRACTOR'S obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the COUNTY. It is understood by CONTRACTOR that the performance of these services and work will require a varied

schedule. CONTRACTOR will arrange his/her own schedule, but will coordinate with COUNTY to insure that all services and work requested by COUNTY under this Agreement will be performed within the time frame set forth by COUNTY.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, and municipal governments, for contractor to provide the services and work described in Attachment A must be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by CONTRACTOR at no expense to the COUNTY. CONTRACTOR will provide COUNTY, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between CONTRACTOR and COUNTY as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, COUNTY reserves the right to make such determinations for purposes of this Agreement.

B. CONTRACTOR warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. CONTRACTOR also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.epls.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

CONTRACTOR shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for CONTRACTOR to provide the services identified in Attachment A to this Agreement. COUNTY is not obligated to reimburse or pay CONTRACTOR, for any expense or cost incurred by CONTRACTOR in procuring or maintaining such items. Responsibility for the costs and expenses incurred by CONTRACTOR in providing and maintaining such items is the sole responsibility and obligation of CONTRACTOR.

**7. WORKERS' COMPENSATION.**

CONTRACTOR shall provide Statutory California Workers' Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The COUNTY, its agents, officers, employees, and volunteers shall be named as additional insured and a waiver of subrogation shall be provided to COUNTY.

**8. INSURANCE.**

CONTRACTOR shall, throughout the period of this Agreement, maintain a general liability insurance policy including but not limited to a policy of bodily injury and property damage,

including auto, in the amount of \$1,000,000.00 each occurrence. The COUNTY, its agents, officers, employees, and volunteers shall be named as an additional insured on the general liability policy. The coverage shall be afforded by a company authorized to do business in the State of California and possess a Best A++ rating, or be otherwise acceptable to the County. Evidence of this, and all other required insurance, shall be presented at the time the contract is executed. Contractor shall also furnish evidence of workman's compensation insurance in the statutory amount.

The above referenced policies of insurance shall be primary to all insurance affording protection to the COUNTY, the State and Federal Governments, its officers, agents, employees, and volunteers so that any other insurance shall not contribute to any loss under said insurance here required of CONTRACTOR.

All such policies shall require (30) thirty-days written notice to COUNTY of cancellation or material change, and CONTRACTOR will mail such certificates of insurance, which shall be herein attached prior to this agreement becoming effective. Such certificate of insurance shall provide for such liability that results from an act of malpractice, error, or omission in professional services rendered by the named insured.

CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

## **9. STATUS OF CONTRACTOR.**

### Independent Contractor

It is specifically understood, acknowledged, and agreed that in the making and performance of this Agreement, CONTRACTOR, and the agents and employees thereof, is an independent contractor and is not an employee, agent, officer, or servant of the COUNTY.

## **10. INDEMNIFICATION – HOLD HARMLESS.**

CONTRACTOR shall be solely liable for the negligent or wrongful acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, agents, and volunteers against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other cost of defense incurred by COUNTY, proximately caused by CONTRACTOR'S negligent or wrongful acts or omissions of its officers, employees and agents occurring in the performance of this Agreement.

## **11. RECORDS AND AUDIT.**

- a. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor

has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

- b. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

## **13. PATIENTS RIGHTS.**

CONTRACTOR shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325 .1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

## **14. ASSIGNMENT.**

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due

or to become due CONTRACTOR from COUNTY under this Agreement may be assigned by CONTRACTOR to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to COUNTY. Any attempt at assignment of rights under the Agreement except for those specifically consented to in writing by COUNTY shall be void.

**15. DEFAULT.**

If the CONTRACTOR abandons the work, or fails to proceed with the work and services requested by COUNTY in a timely manner, or fails in any way as required to conduct the work and services as required by COUNTY, COUNTY may declare the CONTRACTOR in default and terminate this Agreement upon five (5) days' written notice to CONTRACTOR. Upon such termination by default, COUNTY will pay to CONTRACTOR all amounts owing to CONTRACTOR for services and work satisfactorily performed to the date of termination.

**16. CONFIDENTIALITY.**

CONTRACTOR agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**17. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY**

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. The County and Contractor intend to protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPPA"), the Health Information Technology or Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.5029(e) and 164.504(e) of the Code of Federal Regulations.

COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

**HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) and  
HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC & CLINICAL HEALTH  
(HITECH) ACT**

**BUSINESS ASSOCIATE AGREEMENT**

- (a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”), its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), and the privacy and security requirements of the Health Information Technology for Economic and Clinical Health (HITECH) Act, hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as permitted or required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) In the case of a breach of unsecured Protected Health Information used or maintained by Contractor, Contractor shall adhere to the notification requirements outlined in the HITECH Act, Part I, Section 13402, including the requirement that Contractor notify the County of a breach within thirty (30) calendar days after discovery of the breach. It is the responsibility of the County to notify individuals affected by a breach of unsecured Protected Health Information that is discovered by Contractor, as outlined in the HITECH Act, Part I, Section 13402. For the purposes of this Addendum, “unsecured Protected Health Information” is protected health information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of the U.S. Department of Health and Human Services.
- (g) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.
- (h) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (i) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (j) Contractor shall make any amendment(s) to Protected Health Information in a Designated

- Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (k) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
  - (l) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
  - (m) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
  - (n) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
    - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
    - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
  - (o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

## **18. PAYMENT**

The fees for services under this Contract shall be due each month within thirty calendar days (30) after receipt by COUNTY of an invoice covering the service(s) rendered to date. Invoices or applications for payment to the COUNTY shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel, and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work. Payment shall be made to CONTRACTOR for the number of days of service provided under this Agreement pursuant to the following conditions and terms:

A. Total reimbursement by COUNTY under this Agreement for Fiscal-Year **2020/2021** shall not exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** unless later amended by mutual agreement.

**19. CONFLICTS.**

CONTRACTOR agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

CONTRACTOR agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**22. SEVERABILITY.**

If any provision of this Agreement is held to be unenforceable, the remainder of this contract shall be severable and not affected thereby.

**23. FUNDING LIMITATION.**

The ability of COUNTY to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, COUNTY has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying CONTRACTOR of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty- five (25) (Amendment).

**24. ATTORNEY'S FEES.**

If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**25. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to



maintain continuity.

**26. NOTICE.**

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail, addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

**Modoc County Mental Health**

441 N. Main Street  
Alturas, CA 96101  
Attn: Stacy Sphar, RN, PHN, BSN  
(530) 233-6312

**Vista Pacifica Enterprises**

3674 Pacific Ave.  
Riverside, CA 92509  
Attn: Cheryl Jumonville, President  
(951) 682-4833 Ext 106

In the event of termination or dispute, notice shall be sent to:

Margaret Long, Modoc County Counsel  
2240 Court Street  
Redding, CA 96001

**27. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**28. JURISDICTION AND VENUE.**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Modoc County, California.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year signed below.

**COUNTY OF MODOC**

\_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Date: \_\_\_\_\_

Tiffany Martinez, Modoc County Clerk  
Board of Supervisors

Mental Health Services

\_\_\_\_\_  
Stacy Sphar, DNP  
Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Margaret Long, Modoc County Counsel

Date: \_\_\_\_\_

**VISTA PACIFICA ENTERPRISES**

\_\_\_\_\_  
CHERYL JUMONVILLE,  
President Vista Pacifica Enterprises, Inc.

Date: \_\_\_\_\_

**ATTACHMENT A  
TERM:**

**FROM: July 1, 2020      TO: June 30, 2021**

**SCOPE OF WORK:**

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Vista Pacifica Enterprises. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

**ATTACHMENT B  
SCHEDULE OF FEES:**

**Rates Effective: 7/1/2020**

Basic Rate/Facility Rate-Daily:	<b>\$211.91</b>
Room Reserve Rate:	<b>\$211.91</b>
Bed Hold Rate:	<b>\$203.56</b>

The Patch Levels are as follows:

**Patch Level A: \$70.00**

Residents on this patch level require increased supervision and resources from staff.

Examples of behavioral/medical needs that meet this requirement are:

- AWOL Risk patients
- Extremely verbally aggressive/threatening
- Allegations of abuse towards staff and peers

**Patch Level B: \$140.00**

Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral/medical needs that meet this requirement are:

- Periodic physical aggression towards staff or peers
- Property destruction
- Suicidal risk
- Maladaptive behaviors that require frequent counseling and attention from direct care staff
- Severe psychosis which requires frequent redirection/counseling/behavior modification from unit staff

**Patch Level C: \$180.00**

Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral/medical needs that meet this requirement are:

- Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.
- Suicidal behavior that requires the use of 1:1 or LOS staff to keep the resident safe

**Patch Level D: Restoration to Competency Program \$160 Patch Rate**

An Intensive Program to restore residents to Competency to Stand Trial. Directed at those with misdemeanor charges with the goal of restoring them to Competency as quickly as possible. They receive daily classes on legal and competency issues including mock court role play. Daily classes are led by Masters level counselors and/or a licensed psychologist.