From: Reagan Wilson
Sent: Tuesday, February 6, 2024 6:17 PM
To: Jody Hayes
Cc: Amy Bublak; CHIESAV@stancounty.com
Subject: Information on Las Palmas Estates

Jody,

We are preparing the staff report for the Las Palmas Estates matter for Tuesday's City Council Agenda. The County's main contention appears to be that Behavioral Health has provided services at the site for many years and thus there is no change of use at Las Palmas.

Please feel free to provide us any information about Behavioral Health's history at the site if you would like us to take it into account as we develop the staff report.

For us to properly consider it, I would appreciate if you could provide the information by 10am Thursday.

Thank you,

Reagan

From: Jody Hayes <hayesj@stancounty.com>
Sent: Wednesday, February 7, 2024 8:54 AM
To: Reagan Wilson
Cc: Amy Bublak; Vito Chiesa
Subject: RE: Information on Las Palmas Estates

Thank you for the email. We will provide whatever information we can to support your process. As I mentioned in my phone message last week, feel free to call anytime to discuss any questions or concerns you may have on behalf of Turlock.

Jody

From: Reagan Wilson <RWilson@turlock.ca.us>
Sent: Tuesday, February 6, 2024 6:17 PM
To: Jody Hayes <hayesj@stancounty.com>
Cc: Amy Bublak <ABublak@turlock.ca.us>; Vito Chiesa <CHIESAV@stancounty.com>
Subject: Information on Las Palmas Estates

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For us to properly consider it, I would appreciate if you could provide the information by 10am Thursday.

Thank you,

Reagan

From: Tony Vartan <TVartan@stanbhrs.org>
Sent: Thursday, February 8, 2024 10:01 AM
To: Reagan Wilson
Cc: Jody Hayes
Subject: Letter Regarding Las Palmas Estates-Turlock
Attachments: Letter regarding Las Palmas - City of Turlock 2 8 24.pdf

Importance: High

Dear Mr. Wilson,
As per your request to CEO Hayes, attached please find a letter regarding Las Palmas Estates for your consideration and staff report. Thank you.

Sincerely,

Behavioral Health and Recovery Services

Tony Vartan, MSW, LCSW
Director
TEL: 209-525-6225
Fax: 209-558-4326
Email: tvartan@stanbhrs.org
800 Scenic Dr. Modesto, CA 95350

"We aspire to provide the quality of services that we would want our owr

BEHAVIORAL HEALTH AND RECOVERY SERVICES
A Mental Health and Substance Use Disorder Services Organization

Tony Vartan, MSW, LCSW
DIRECTOR

February 8, 2024

Mr. Reagan Wilson, City Manager
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380-5454

I am writing to you at the request of the County CEO, Mr. Hayes, regarding the Las Palmas Estates matter scheduled for discussion at the upcoming City Council Agenda.

As the contracted Mental Health Plan and Drug Medi-Cal Organized Delivery System with the State of California, Behavioral Health and Recovery Services (BHRS) administers integrated behavioral health services to adults, older adults, and to children and youth with serious and complex behavioral health conditions. BHRS also provides substance use disorder services for adults and adolescents, supportive services, prevention, and early intervention services, and serves as Stanislaus County's Public Guardian.

BHRS routinely places clients in need of residential care in facilities throughout Stanislaus County and California. The facilities accept these clients according to the scope defined under their licenses as well as their capacity and capability to safely provide for these individuals' needs. BHRS has been placing clients at the Las Palmas facility in Turlock for decades, during which BHRS provided supportive and treatment services, including rehabilitative groups, case management, therapy, medication services, and transportation to help facilitate their ongoing recovery process. The goal of treatment for individuals in these facilities is to provide treatment services while clients reside in a safe and rehabilitative environment. At the time of Las Palmas closing and transferring ownership of the facility to A&A Health services, BHRS had 29 clients residing at the facility who were subsequently moved to other facilities.

Additionally, the County is in receipt of a letter addressed to the City of Turlock, dated February 7, 2024, that provides information that affirms and is consistent with how BHRS utilized the Las Palmas facility.

I trust this information provides the requisite clarity regarding BHRS's history and involvement at the Las Palmas facility. Please do not hesitate to reach out should you require any further information or clarification.

Sincerely,

Tony Vartan, MSW, LSCW
Director

800 SCENIC DRIVE, MODESTO, CA 95350
PHONE: 209-525-6225, FAX 209-558-4326
WWW.STANCOUNTY.COM

From: Tony Vartan <TVartan@stanbhrs.org>
Sent: Tuesday, February 13, 2024 2:39 PM
To: Reagan Wilson
Cc: Jody Hayes; Vito Chiesa; Ruben Imperial
Subject: Today's BOS Presentation
Attachments: BHRS ARF Presentation - Final.pdf

Dear Mr. Wilson,
I hope this email finds you well. As per your request, please find attached a copy of the BHRS presentation from this morning's BOS meeting.

Sincerely,

Behavioral Health and Recovery Services

Tony Vartan, MSW, LCSW
Director
TEL: 209-525-6225
Fax: 209-558-4326
Email: tvartan@stanbhrs.org
800 Scenic Dr. Modesto, CA 95350

"We aspire to provide the quality of services that we would want our owr

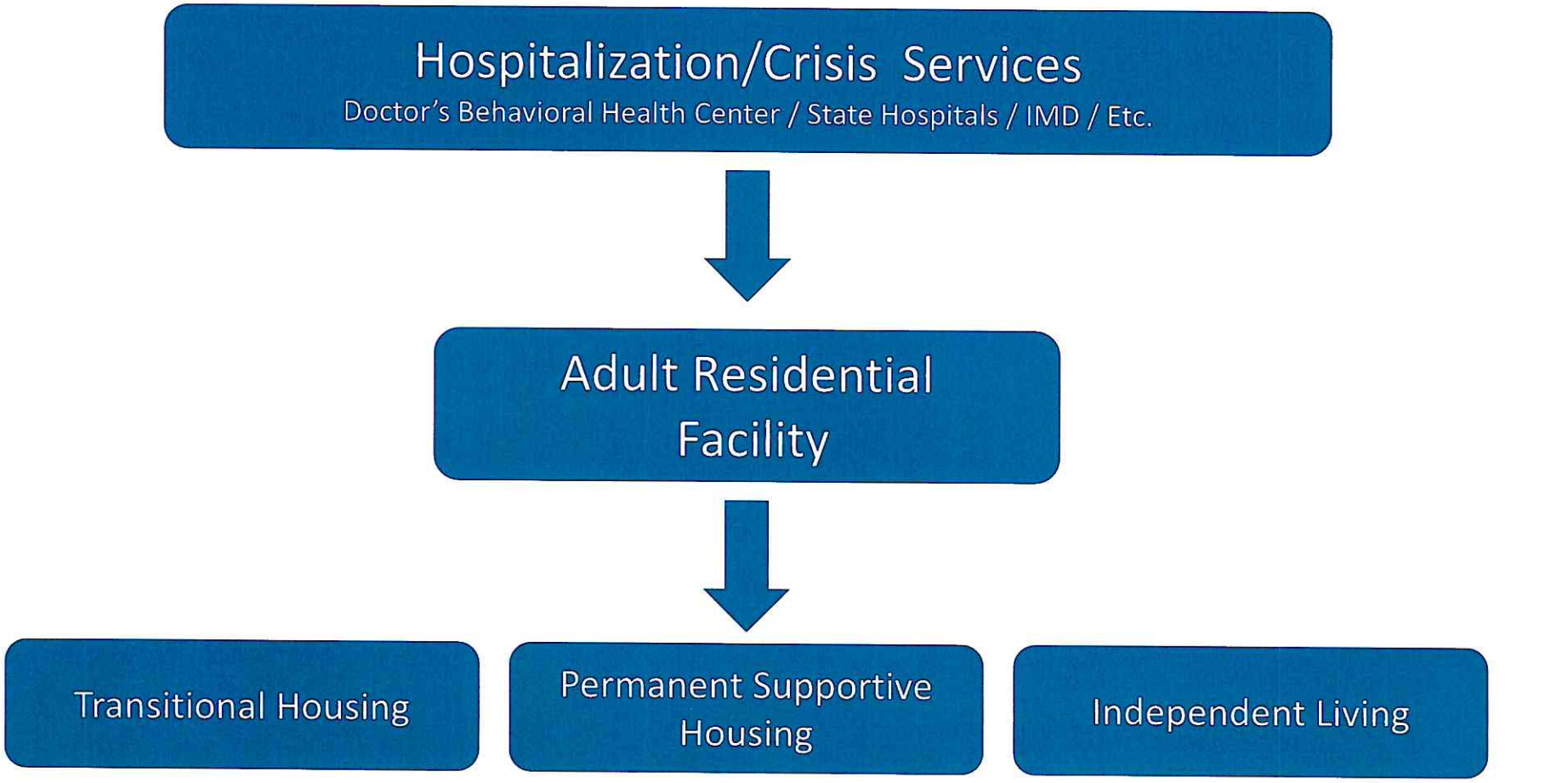
BEHAVIORAL HEALTH AND RECOVERY SERVICES

Update related to the Behavioral Health Adult Residential Facility Provider Network and Agreement with A&A Health Services, LLC, For the Provision of Adult Residential Program Services

Tuesday, February 13, 2024

Tony Vartan, MSW, LCSW – Behavioral Health Director

Mental Health Continuum of Care



Adult Residential Facilities

Adult Residential Facilities (ARFs) are non–medical facilities that provide room, meals, housekeeping, supervision, storage and distribution of medication, and personal care assistance.

Personal care assistance includes basic activities like hygiene, dressing, eating, bathing, and transportation.

This level of care and supervision is for people who are unable to live by themselves but who do not need 24-hour nursing care.

However, some of the ARFs BHRS contracts with provide medication services that are prescribed by an in-house psychiatrist. Some facilities also have primary care physician and nursing staff providing physical health care.

Enhanced Behavioral Health Designation

Enhanced Behavioral Health services enhance basic living skills, improve social functioning, allow for training opportunities within the community, and enable participation in out-of-home activities to normalize each resident's lifestyle.

Services provided at the Adult Residential Facilities include:

- Provide or arrange for transportation;
- Provide organized educational opportunities;
- Assist with socialization and group activities;
- Assist with medication regimen and communications with the psychiatrist; and
- Assist in the development of personal hygiene, grooming, dressing, and household living skills.

Provider Network

Provider	Locations	Beds
A&A	San Pablo	225
Adena Care Home	Riverbank	15
Carver Care Home	Modesto	70
Casa de Luz	Modesto	6
Davis Guest Homes	Ceres, Salida, Modesto	245
Everwell	Stockton, Terra Bella, Dinuba	245
GLOM	Lodi	46
Hope's Care Homes	Modesto	6
Mar-Ric's Care Home	Riverbank	33
Turner Residential Care	Modesto	12
Woods Board and Care Home	Riverbank	15

A & A Update

The Board of Supervisors approved a contract on November 7, 2023

A & A purchased facility from Las Palmas

BHRS clients placed at this location for decades

89 Beds

BHRS had 29 clients residing at Las Palmas at the time of closing and all clients were moved to other facilities

Contract with A&A requires that the contractor maintains any appropriate facility licensure as required by law for the specific services to be provided by the contractor.

BEHAVIORAL HEALTH AND RECOVERY SERVICES

Director Tony Vartan, MSW, LCSW

Thank you!

From: Reagan Wilson
Sent: Monday, February 26, 2024 10:37 AM
To: Jody Hayes
Cc: Sarah Eddy (SEddy@turlock.ca.us); George Petrulakis
Subject: 1617 Colorado Avenue

Good morning Jody,

With regard to the property located at 1617 Colorado Avenue, Turlock, we are requesting the County provide the following information:

All agreements and agreement amendments between the County and Alamo Health, A&A Health or related entity.

In Tony Vartan's power point presentation at the Board meeting, he showed a slide of the Provider Network that the County uses for uses similar that we are told will be provided at 1617 Colorado Avenue. The list included 11 providers in and out of the County. What is the regulatory or licensing difference between the list provided and other facilities that are licensed by DSS as Adult Residential Facilities?

This slide also lists Davis Guest Homes with locations in Ceres, Salida, and Modesto for a total of 245 beds. Can you provide a list of these facilities by location, address and bed count?

Could you also let us know if you found any inaccuracies in the staff presentations to the City Council at the last meeting.

Thank you in advance.

Reagan

From: Jody Hayes <hayesj@stancounty.com>
Sent: Monday, February 26, 2024 10:58 AM
To: Reagan Wilson; Tony Vartan; Ruben Imperial
Cc: Sarah Eddy; George Petrulakis
Subject: RE: 1617 Colorado Avenue

Copying Tony and Ruben for follow-up.

Thank you,
Jody

From: Reagan Wilson <RWilson@turlock.ca.us>
Sent: Monday, February 26, 2024 10:37 AM
To: Jody Hayes <hayesj@stancounty.com>
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Reagan

From: Tony Vartan <TVartan@stanbhrs.org>
Sent: Monday, February 26, 2024 12:31 PM
To: Jody Hayes; Reagan Wilson; Ruben Imperial
Cc: Sarah Eddy; George Petrulakis
Subject: RE: 1617 Colorado Avenue

Good Afternoon Mr. Wilson,
Thank you for your email below. We will go ahead and gather the information to forward as requested.

Sincerely,
Tony Vartan

From: Jody Hayes <hayesj@stancounty.com>
Sent: Monday, February 26, 2024 10:58 AM
To: Reagan Wilson <RWilson@turlock.ca.us>; Tony Vartan <TVartan@stanbhrs.org>; Ruben Imperial <imperialr@stancounty.com>
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Thank you in advance.

Reagan

From: Tony Vartan <TVartan@stanbhrs.org>
Sent: Tuesday, March 5, 2024 4:30 PM
To: Jody Hayes; Reagan Wilson; Ruben Imperial
Cc: Sarah Eddy; George Petrulakis; Thomas Boze
Subject: RE: 1617 Colorado Avenue

Good Afternoon Mr. Wilson,

Please find below the responses to your inquiry dated February 26, 2024, as well as attached documents for your reference. Please note that there are responses to two questions that are pending belthat will be forwarded to you one completed.

1. *All agreements and agreement amendments between the County and Alamo Health, A&A Health or related entity.* (Two files attached)

2)*In Tony Vartan's power point presentation at the Board meeting, he showed a slide of the Provider Network that the County uses for uses similar that we are told will be provided at 1617 Colorado Avenue. The list included 11 providers in and out of the County. What is the regulatory or licensing difference between the list provided and other facilities that are licensed by DSS as Adult Residential Facilities?* This item is pending further review and response.

3)*This slide also lists Davis Guest Homes with locations in Ceres, Salida, and Modesto for a total of 245 beds. Can you provide a list of these facilities by location, address and bed count?*(Please see below as requested number of beds and we added also the license type):

Davis accepts out of County clients.

-Davis Guest Home 1 – 48 beds 1878 E. Hatch Rd., Modesto, CA 95351 (Adult)

-Davis Guest Home 2 49 beds 1900 E. Hatch Rd., Modesto, CA 95351 (Adult)

-Davis Guest Home 3 10 beds 1628 Nadine Ave., Modesto, CA 95351 (Elderly)

-Davis Guest Home 4 34 beds 1552 Ohio Ave., Modesto, CA 95358 (Adult)

-Davis Guest Home 5 8 Beds 2405 Mauna Loa Dr., Ceres, CA 95307 (Elderly)

-Davis Guest Home 6 9 beds 1209 N. Central Ave., Modesto, CA 95351 (Elderly)

-Davis Guest Home 7 24 beds 1232 Nadine Ave., Modesto, CA 95351 (Adult)

-Davis Guest Home 8 80 beds 5348 Kiernan Ave., Salida, CA 95368 (Elderly)

4)Could you also let us know if you found any inaccuracies in the staff presentations to the City Council at the last meeting. (This item is pending further review and response)

If you have any further questions, please do not hesitate to contact us. Thank you.

Sincerely,

Behavioral Health and Recovery Services

Tony Vartan, MSW, LCSW
Director
TEL: 209-525-6225
Fax: 209-558-4326
Email: tvartan@stanbhrs.org
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Thank you in advance.

Reagan

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services is made and entered into by and between Stanislaus County ("County") and A&A Health Services, LLC, a California limited liability company ("Contractor"), on July 1, 2023 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving providing an adult residential program at its licensed residential care facility, the goal of which is to transition clients into the community; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its contractors or subcontractors in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to County all copyrights to such works. With the County's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Contractor, then the County agrees to require the new Contractor to assume any and all obligations for the reuse of the documents, and the County releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Contractor and any reports or opinions prepared or issued as part of the work performed

by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Contractor deems it appropriate to employ a Contractor, expert or investigator in connection with the performance of the services under this Agreement, the Contractor will so advise the County and seek the County's prior approval of such employment. Any Contractor, expert or investigator employed by the Contractor will be the agent of the Contractor not the County.

2. Consideration

2.1 The Contractor shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this Agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Contractor's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit 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 shall comply will all applicable local state and Federal Laws rules and regulations.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 If Contractor is not a design professional as defined in Civil Code Section 2782.8, to the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County officers, directors, employees, agents, volunteers, project manager, construction manager and owner's representative (each, an "Indemnittee") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs (each a "Claim"), arising out of, resulting from, or in connection with the breach of this Agreement by Contractor or the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors including but not limited to Claims resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2. If Contractor is a design professional as defined in Civil Code Section 2782.8, to the fullest extent allowed by law (including without limitation California Civil Code Section 2782 and 2782.8), Contractor shall indemnify, defend, and hold harmless each Indemnittee from and against any Claim, including but not limited to damage to property, the loss or use thereof, or injury or death to any person, to the extent that the Claim against the Indemnitee arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed or retained by them, or anyone that they control. In no event shall the cost to defend charged to the Contractor exceed the Contractor's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Contractor shall meet and confer with other parties regarding unpaid defense costs. The Contractor's duty to indemnify, defend, and hold harmless shall not include any Claim arising from the active negligence of an Indemnitee.

7.3. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this section is not limited to or restricted by any requirement

in this Agreement for Contractor to procure and maintain a policy or policies of insurance. This section shall survive termination of this Agreement.

7.4. Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Contractor's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.6 It is understood and agreed that as an independent contractor and not an employee of

County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above 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.

10. Confidentiality

The Contractor shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Contractor:
County of Stanislaus Behavioral Health and Recovery Services 800 Scenic Drive Modesto, CA 95350	A&A Health Services, LLC 3201 DanVille Blvd Ste 265 Alamo, CA 94507

15. 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.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only 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.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

23. Certification Regarding Economic Sanctions Pursuant To California State Executive Order N-6-22

23.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

23.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

23.3 For contracts valued at $5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

24. Debarment. Contractor represents and warrants that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES

Tony Vartan (Jun 22, 2023 11:14 PDT)

Tony Vartan, MSW, LCSW Date
Behavioral Health Director

"County"

A&A HEALTH SERVICES, LLC

Betty Dominici (Jun 6, 2023 17:15 PDT)

Betty Dominici
CEO

"Contractor"

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

Marc Hartley (Jun 6, 2023 15:24 PDT)

Marc Hartley
Deputy County Counsel

BOS Resolution #: 2023-0286 Date: June 20, 2023

A. SERVICES

1. Contractor shall provide a broad range of services in an enriched, structured environment focused on each Resident's specific needs and interests. Services shall be designed to enhance basic living skills, improve social functioning, allow for training opportunities within the community, and for participation in out-of-home activities, in an effort to normalize each resident's lifestyle. Such services are intended to help each resident reach and maintain his/her highest level of functioning resulting in reintegration into the community. A schedule of these services will be developed each month outlining daily routines and opportunities. In addition, Contractor will develop an Individual Treatment Plan for each resident to target specific independent living skills and goals. The Individual Treatment Plan will be communicated to County's designated staff. The Individual Treatment Plan shall be focused on measurable goals and specific activities to be provided by Contractor to assist each resident in reaching the goals in the plan.

2. Contractor agrees to:

2.1. Provide Room and Board

2.2. Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.

2.3. Provide organized educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.

2.4. Ensure that each resident is given the opportunity to attend and participate in community activities including, without limitation, local worship services and activities, and community activities and events (i.e., ball games, dances, plays).

2.5. Encourage/facilitation of each resident in taking increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.

2.6. Assist each resident with socialization and group activities to enhance problem-solving skills, self-disclosure, social and family relationship skills, and appropriate expression of feelings.

2.7. Establish peer and family support to promote proactive roles within the facility as well as with family.

2.8. Provide organized recreational events and community outings to help each resident with the development of leisure skills and improve social functioning.

2.9. Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health staff and monitoring of health conditions.

2.10. Assist each resident with his/her medication regimen and communications with the psychiatrist.

2.11. Assist each resident in the development of personal hygiene, grooming, dressing, and household living skills.

2.12. Provide close supervision of, and intensive interactions with, each resident who requires management of difficult behaviors, consistent with the Individual Treatment Plan.
2.13. Provide 24-hour on site coverage.
2.14. Contractor's employees shall participate in trainings as required for maintaining licensures as a board and care facility.
2.15. Maintain documentation on all County clients.
2.16. Levels of Treatment are to be arrived at mutually between County and Contractor. Levels of treatment, or client profiles, may be defined as follows:

2.16.1. Level (I) includes people with a major mental health condition who have been residing in community settings but need supportive services and who would benefit from 6-8 months of Contractor integrated care model to restore health and function. Chronic disease may be present, but conditions are well controlled with medication. Client discharge to independent living and/or Full Service Partnership should be expected.

2.16.2. Level (II) includes people with a major health condition who have been residing in community, secured settings, or locked settings but are ready for a less restrictive environment, and would benefit from 6-8 months of Contractor integrated care model in order to progress to lower levels of care to restore health and function. Chronic disease is present and may or may not be controlled with medication or lifestyle support. More intensive care needs have been determined during the intake process. Client discharge to licensed care or intensive community supportive care management setting should be expected.

2.16.3. Level (III) is for residents with severe mental health and medical issues. This level of care typically requires one-to-one supervision for a period of time to stabilize the client's medical and psychiatric conditions and often requires more intensive physical, occupational and/or speech therapy than required for Level I or Level II residents.

B. OUTCOMES

It is expected that Contractor will meet the following outcomes:

1. The number of Behavioral Health County clients re-admitted to higher level placements will be reported to County to assess the long-term effectiveness of Contractor's programs;

2. The number of Behavioral Health County clients discharged to lower level placements will be reported to County to assess the long-term effectiveness of Contractor's programs.

Progress in meeting these objectives will be monitored quarterly throughout the contract year by a Behavioral Health County designated staff.

C. BILLING AND PAYMENT

1. In consideration of Contractor's provision of services required under this Agreement, County shall reimburse Contractor an amount not to exceed the Contract Maximum of $1,295,500. Payment shall be made on a fee for service basis, for actual days of service provided.

2. County shall pay to Contractor pursuant to this Contract, the following sums in the following manner:

   $250 per client day

3. Rate is determined based upon client acuity, developmental and chronic conditions, cultural considerations, co-morbidity, placement needs, etc. The rate will support and meet the individualized needs, goals, and treatment of the client.

4. Rates do not refer to a client's particular stage of recovery.

5. Resident charges represent a County patch to each resident's Social Security Income (SSI) payment to the facility. The resident's SSI monthly residential board and care is subject to annual adjustments by the Federal Government and the State of California. Day rates may be modified by written amendment to this Agreement.

6. Contractor shall submit an invoice electronically to abhrs@stanbhrs.org or by mail to the following address:

   Stanislaus County Behavioral Health & Recovery Services
   PO BOX 3211
   Modesto, CA 95353
   Attention: Accounts Payable

7. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt.

D. CRITERIA FOR RECEIPT OF SERVICES

The program is specifically directed toward adults with severe psychiatric conditions. All clients admitted to Contractor's programs are first screened and referred by County staff and authorized to receive services by County's designated Site Approval Team. Additional screening and evaluation are performed by Contractor's staff prior to admission to these residential programs. Contractor must provide a Treatment Plan for all specialty outpatient mental health services to all County's clients. Contractor will provide additional assistance and monitoring for clients with issues affecting the management of their severe symptomatology and functional impairments. The program shall also monitor any on-going medical issues through collaboration with healthcare

providers.

E. DISCHARGE CRITERIA AND PLANNING

Discharge planning is the shared responsibility of Contractor and County. Contractor shall contact County immediately if there are emergency discharges. Contractor shall hold a discharge planning conference with County staff 60 days prior to intended discharge date. These conferences will be reviewed at monthly residential subcommittee meetings. Contractor's discharge planning shall include appropriate community mental health and/or social service agencies for post-discharge services. Treatment summaries of services that have been provided to patients shall be made available by Contractor to agencies providing post-discharge services and who are authorized by State law to receive such information.

F. AUGMENTED SERVICES

Augmented services provided, such as extraordinary staffing requests, residents requiring special medical attention waivers or treatments, and other enhanced services may be negotiated on an individual basis.

G. FEE FOR SERVICE RATE – TRANSPORTATION SERVICES

Transportation charges are not for routine or local transportation. Transportation Service charges are for transportation of County clients to specialty medical care (i.e. –dialysis), or court hearings only. The rate per trip is $60.00 plus mileage at the federal published rate.

H. MEDICATION SUPPORT SERVICES

Daily dispensing of medications is a non-billable service included in the residential rate.

I. DEFINITION OF CLIENT DAY

A client day shall commence at 12:01 a.m. of each calendar day. A client day shall include any part of a day, whether the County's client is present for the full day or any part of a day in Contractor's licensed facility.

J. BED HOLD

When a client's symptoms escalate to the point he/she cannot be managed at this level of care, and requires treatment in an acute psychiatric inpatient facility, the client shall be allowed a seven (7)-day bed hold. A seven (7)-day bed hold will also be instituted should a client need a brief stay in an acute medical inpatient facility for physical health needs. The base rate for bed holds is $100 per client day.

The Behavioral Health Administrator or designee may authorize an extension of the seven days bed hold provided the following criteria are met:

1. If a client requires treatment for a brief period on an acute basis at a hospital, inpatient medical facility, or psychiatric inpatient facility, Contractor shall allow the

client a seven-day bed hold. County reserves the right to cancel the seven-day bed hold within its discretion. Should a client require such care, Contractor shall notify the County of this need within 24 hours.

2. The Behavioral Health Administrator or designee may authorize an extension of a seven-day bed hold if there is reasonable cause for Administrator to believe that the client will be released from the heightened level of care within a reasonable time. No bed hold or other expenditures for the client are authorized by this Contract after the seven-day bed hold has expired unless the Behavioral Health Administrator or designee has notified the Contractor in writing of Administrator's decision to extend the bed hold.

3. The daily rate for paying Contractor under this Contract shall be the base daily rate for any day in which there is a bed hold under the provisions of this section.

K. DISCHARGES

1. Non-Emergency Discharges. The County shall provide a minimum of 48 hours for all planned, non-emergency discharges. The discharge notice will be given to the Admissions and Discharge Coordinator or designated person. For notices that are less than 48 hours (non-emergency) the County will pay the daily rate equivalent to that time.

2. Emergency Discharges. Emergency discharges will consist of acute hospitalization, both medical and psychiatric. These may be bed holds when mutually agreed upon or when the criteria listed in Exhibit A, J. Bed Holds are met. Contractor strongly recommends that all those either going to jail or having gone AWOL are placed on at least 48-hour bed hold, unless it is determined that the client will not be returning to the facility.

L. TERM

These services shall commence on July 1, 2023 and continue through June 30, 2024.

M. FUNDING

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

N. DUPLICATE COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

EXHIBIT B

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation
Each insurance policy required above shall provide that coverage not be cancelled, except with notice to the County in accordance with policy terms and conditions. If policy does not allow for notice, notification of cancellation shall be the responsibility of the contractor.

Waiver of Subrogation
Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) 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.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII or a Standard & Poor's rating of at least BBB, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish the County with a copy of original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

BD Exempt from Auto – By initialing, I certify Contractor's officers, employees, agents, representatives or subcontractors will not utilize a vehicle in the performance of their work with the County.

BD Exempt from WC – By initialing, I certify Contractors is exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Betty Dominici Date: 6/5/2023

Signature: Betty Dominici (Jun 6, 2023 17:15 PDT) Date: 6/5/2023

Contractor Name: A&A Health Services

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO for Risk Management: Date: 3/17/2023

BUSINESS ASSOCIATE EXHIBIT-

Business Associate (BA) shall comply with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-191), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

If County becomes aware of a pattern of activity that violates the HIPAA Privacy Rule, and reasonable steps to cure the violation are unsuccessful, the County may terminate the Agreement, or if not feasible; report the problem to the Secretary of the US Department of Health and Human Services.

County and BA desire to facilitate the billing and/or transfer of protected health information (PHI), as defined in 45 CFR, Section 164.504, by electronically transmitting and receiving data in agreed formats and to assure that such transactions comply with relevant laws and regulations.

County intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

1. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning defined in the HIPAA, and/or Information Practices Act (IPA) and/or HITECH Statues and Regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

1.1 **"Breach"** shall mean the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

1.1.1 **Exceptions.** The term "Breach" does not include:

1.1.1.1 Any unintentional acquisition, access, or use of protected health information by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and such information is not further acquired, accessed, used, or disclosed by any person; or

1.1.1.2 Any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and

1.1.1.3 Any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

1.2 "Agreement" as used in this document refers to and includes both this Business Associate Exhibit and the contract to which this Business Associate Exhibit is attached to.

1.3 **"Business Associate"(BA)** shall mean Contractor (however named elsewhere in this Agreement) as identified in this Agreement and is acting on County's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of County, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, use or disclose PHI") in order to fulfill Business Associate's obligations under this agreement. County and Business Associate are each a party to this agreement and are collectively referred to as the "parties".

1.4 **"Covered Entity"** shall mean Stanislaus County, Behavioral Health and Recovery Services (County).

1.5 **"Individual"** shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.6 **"Privacy Rule"** shall mean the Standards for Privacy of individually identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.7 **"Protected Health Information" (PHI)** shall have the same meaning as the term "protected health information" in 45 CFR, Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. PHI refers to and includes both "PHI" as defined at 45 CFS Section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code Section 1798.3(a). PHI includes information in any form, including paper, oral and electronic.

1.8 **"Confidential Information"** refers to information not otherwise defined as PHI in Section 1.7 of this Agreement, but to which state and/or federal privacy and/or federal privacy and/or security protections apply.

1.9 **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, Subpart C.

1.10 **"Physical Safeguards"** are physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

1.11 **"Security or Security measures"** encompass all of the administrative, physical, and technical safeguards in an information system.

1.12 **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. Operations

2.1 **Document Standards.** Each party may transmit to, or receive from, the other party, either electronically or using other media, PHI and/or individually identifiable health information, as defined in 42 U.S.C., Section 1320d, as it pertains to the provision of services under this Agreement. All documents shall be transmitted in accordance with the standards set forth in the Behavioral Health and Recovery Services Privacy Policy.

2.2 **System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive documents.

3. Electronic Transmissions

Documents shall not be deemed to have been properly received, and no document shall give rise to any obligation, until decrypted and accessible to the receiving party at such party's receipt counter as designated by regulation or policy.

4. Safeguards and Security Standards

4.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclose of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

4.2 BA shall ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

4.3 BA is required to report to the covered entity any security incident of which it becomes aware.

4.4 BA shall make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary for purposes of determining the covered entity's compliance with the regulations.

4.5 Covered entity may terminate the contract if the covered entity determines that the BA has violated a material term of the contract.

4.6 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://doi.org/10.6028/NIST.SP.800-53r5; updates will be available online through the Computer Security Resource Center website (https://csrc.nist.gov/).

4.7 Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based on a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

4.8 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

4.9 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

4.10Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

5. Use and Disclosure of Protected Health Information

5.1 Except as otherwise provided in this Business Associate Exhibit, BA may use or disclose PHI to perform functions, activities or services for or on behalf of the County, as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County.

5.2 Except as otherwise limited in this Business Associate Exhibit, BA may use and disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Except as otherwise limited in this Business Associate Exhibit, BA may use PHI to provide data aggregation services related to the health care operation of County.

5.4 BA shall not use or further disclose PHI other than as permitted or required by this Business Associate Exhibit, or by law.

6. Compliance with Other Applicable Law

6.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA. Business Associate agrees:

6.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

6.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 7 of this Agreement.

6.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4 of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse

Patient Records, 42 CFR Part 2, Welfare and Institutions Code Section 5328, and California Health and Safety Code Section 11845.5.

6.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR Section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSQ in 42 CFR Section 2.11.

6.4 Business Associate acknowledged that in receiving, storing, processing, or otherwise dealing with any patient records from the part 2 program, it is fully bound by the regulations in 42 CFR Part 2; and if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in 42 CFR Part 2.

7. Breach and Security Incidents

7.1 During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach (confirmed/suspected/potential), of IIHI, PHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the BHRS Privacy Officer, within one (1) business day of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. For any unauthorized disclosures that also qualify for incident reporting to the BHRS Risk Manager, the incident reporting procedure must also be followed. Contractor shall investigate such breach and provide an initial written report of the progress of the investigation, including any corrective actions taken, to the BHRS Privacy Officer, within five (5) calendar days of the discovery of the breach. Contractor shall cooperate with County with updates related to the investigation and implement any additional corrective actions identified by BHRS Privacy Officer and BHRS Risk Manager within timeframes agreed upon. Notification of the breach can be made to:

BHRS Privacy Officer
Behavioral Health and Recovery Services
(209) 525-5303
BHRSCompliance@stanbhrs.org

7.2 Reports of suspected and actual breaches to County shall include the following, at a minimum:

a. Identify each individual whose unsecured protected health information has been, or is reasonably believed by BA to have been, accessed, acquired, used, or disclosed during the breach.
b. Identify the nature of the Breach.
c. Identify the date of the Breach.
d. Identify the date of discovery of the Breach.
e. Identify which elements of PHI were breached or were part of the Breach.
f. Identify who was responsible for the Breach and who received the PHI.
g. Identify what corrective actions the BA took or will take to prevent further incidents of Breach.
h. Identify what BA did or will do to mitigate any adverse effects of the Breach.
i. Identify BA contact individual and information for County to obtain additional information, if required.
j. Provide copies of any Individual Notice, Media Notice, Notice to Secretary, or Posting on HHS Public Website that BA may have made pursuant to the HITECH Act.
k. Provide such other information as County may reasonably request regarding the Breach.

8. Agents and Subcontractors of BA

Business Associate shall ensure that any agent, subcontractors, subawardees, vendors, or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

9. **Access to PHI**

9.1 BA shall provide access, within seven (7) days of such a request, to the County or, as directed by the County, to PHI in a designated record set to an individual in order to meet the requirements of Title

45, CFR, Section 164.524.

9.2 Pursuant to 45 CFR, Section 164.504 (e)(2)(F) BA shall permit access to individual patient or their legal representative with access to PHI contained in BA records and must follow provisions outlined in county policy when processing any and all record requests.

10. **Amendment(s) to PHI**

BA shall make any amendment(s) to PHI in a designated record set that the County directs or at the request of the County or an individual within seven (7) days of such request in accordance with Title 45, CFR, Section 164.526.

11. **Records Available**

BA shall make its internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from the County, or created or received by the BA on behalf of the County, available to the County or to the Secretary of HHS for purposes of the Secretary determining compliance with the Privacy Rule, in a time and manner designed by the County or the Secretary of HHS.-

12. Audits, Inspection and Enforcement

12.1 From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the County Privacy Officer in writing. Whether or how County exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

12.2 If Business Associate is the subject of an audit, compliance investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify County unless it is legally prohibited from doing so.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528.

14. Compliance with County Obligations

To the extent Business Associate is to carry out an obligation of County under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to County in the performance of such obligation.

15. Termination

15.1 Termination for Cause

Upon County's knowledge of a violation of this Agreement by Business Associate, County may in its discretion:

15.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within time specified by County; or

15.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

15.2 Judicial or Administrative Proceedings

County may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

16. Miscellaneous Provisions

16.1 Disclaimer

County makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

16.2 Amendment

16.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

16.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

16.3 **Assistance in Litigation or Administrative Proceedings**

Business Associate shall make itself and its employees and agents available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

16.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

16.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

16.6 No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

17. Retention, Transfer and Destruction of Information

17.1 Upon termination of this Agreement for any reason, BA shall retain all PHI received from the County, or created or received by the BA on behalf of the County in a manner that complies with the Privacy Rule. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

17.2 Prior to termination of this Agreement, the BA may be required by the County to provide copies of PHI to the County. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

17.3 When the retention requirements on termination of the Agreement have been met, BA shall destroy all PHI received from the County, or created or received by the BA on behalf of the County. This provision shall apply to PHI in possession of subcontractors or agents of the BA. BA, its agents or subcontractors shall retain no copies of the PHI.

17.4 In the event that BA determines that returning or destroying the PHI is not feasible, BA shall provide the County notification of the conditions that make destruction infeasible. Upon mutual agreement of the parties that the destruction of the PHI is not feasible, BA shall extend the protections of this Business Associate Exhibit to such PHI and limit further use and disclosures of such PHI for so long as BA, or any of its agents or subcontractors, maintains such PHI.

18. Special Provision for SSA Data

If Business Associate receives data from or on behalf of County that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between County and SSA, Business Associate shall provide, upon request by County, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to County.

19. Force Majeure

No party shall be liable for any failure to perform its obligations in connection with any transaction or any document where such failure results from any act of nature or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) that prevent such party from transmitting or receiving any documents.

20. Limitation of Damages

Other than specified in elsewhere, neither party shall be liable to the other for any special, incidental, exemplary, or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

21. **Continuing Privacy and Security Obligation**

BA's obligation to protect the privacy and security of the PHI, including all copies and any data derived this Agreement that may be individually identifiable, shall be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

22. Attorney-Client Privilege

Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by BA or County by virtue of this Subparagraph.

23. Interpretation

Any ambiguity in this Business Associate Exhibit shall be resolved to permit the County to comply with the Privacy Rule and Security Standards.

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment for Professional Services is made and entered into by and between the County of Stanislaus ("County") and A&A Health Services, LLC, a California limited liability company ("Contractor"), effective the date of the last signature (the "Agreement").

Introduction

WHEREAS, County and Contractor entered into an agreement dated July 1, 2023, for the provision of an adult residential program at Contractor's licensed residential care facility; and

WHEREAS, County continues to experience an increased need for adult residential placements; and; and

WHEREAS, County has received a conditional award for the Behavioral Health Bridge Housing (BHBH) Program, which will provide funding for adult residential facility bed days and Contractor is expanding services to a new facility located in Turlock, California, which increases their capacity to serve Stanislaus County clients.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Agreement is hereby amended to increase the contract maximum amount by $3,550,325 from $1,295,500 to $4,845,825. This Amendment is incorporated into the Agreement as follows:

I. Exhibit A is hereby deleted in its entirety and replaced with the attached Revised Exhibit A.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

(SIGNATURES SET FORTH ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) shown below.

COUNTY OF STANISLAUS BEHAVIORAL HEALTH AND RECOVERY SERVICES

Tony Vartan (Nov 21, 2023 12:22 PST) Nov 21, 2023

Tony Vartan, MSW, LCSW Date
Director

A&A HEALTH SERVICES, LLC

Beata Dominici (Oct 26, 2023 14:47 PDT) Oct 26, 2023

Betty Dominici Date
CEO

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

Marc Hartley (Oct 25, 2023 09:26 PDT)

Marc Hartley
Deputy County Counsel

BOS Resolution #: 2023-0582 Date: 11/07/2023

REVISED EXHIBIT A

A. SERVICES

1. Contractor shall provide a broad range of services in an enriched, structured environment focused on each Resident's specific needs and interests. Services shall be designed to enhance basic living skills, improve social functioning, allow for training opportunities within the community, and for participation in out-of-home activities, in an effort to normalize each resident's lifestyle. Such services are intended to help each resident reach and maintain his/her highest level of functioning resulting in reintegration into the community. A schedule of these services will be developed each month outlining daily routines and opportunities. In addition, Contractor will develop an Individual Treatment Plan for each resident to target specific independent living skills and goals. The Individual Treatment Plan will be communicated to County's designated staff. The Individual Treatment Plan shall be focused on measurable goals and specific activities to be provided by Contractor to assist each resident in reaching the goals in the plan.

2. Contractor shall maintain any appropriate facility licensure as required by law for the specific services to be provided by Contractor. Contractor shall maintain all applicable staff licenses and certifications and provide County copies of these documents upon request.

3. The Turlock facility, located at 1617 Colorado Avenue in Turlock, shall collaborate with the BHRS Care Court treatment team to coordinate admissions, as the priority population for Behavioral Health Bridge Housing funding are individuals enrolled in Care Court and the secondary population are new individuals with Severe Mental Illness (SMI), Substance Use Disorder (SUD) or Co-Occurring Disorder (COD) that are homeless and/or at imminent risk of homelessness.

4. Contractor agrees to:

   4.1. Provide Room and Board

   4.2. Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.

   4.3. Provide organized educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.

   4.4. Ensure that each resident is given the opportunity to attend and participate in community activities including, without limitation, local worship services and activities, and community activities and events (i.e., ball games, dances, plays).

   4.5. Encourage/facilitation of each resident in taking increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.

   4.6. Assist each resident with socialization and group activities to enhance problem-solving skills, self-disclosure, social and family relationship skills, and appropriate expression of feelings.

   4.7. Establish peer and family support to promote proactive roles within the facility as well as with family.

4.8. Provide organized recreational events and community outings to help each resident with the development of leisure skills and improve social functioning.

4.9. Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health staff and monitoring of health conditions.

4.10. Assist each resident with his/her medication regimen and communications with the psychiatrist.

4.11. Assist each resident in the development of personal hygiene, grooming, dressing, and household living skills.

4.12. Provide close supervision of, and intensive interactions with, each resident who requires management of difficult behaviors, consistent with the Individual Treatment Plan.

4.13. Provide 24-hour on site coverage.

4.14. Contractor's employees shall participate in trainings as required for maintaining licensures as a board and care facility.

4.15. Maintain documentation on all County clients.

4.16. Levels of Treatment are to be arrived at mutually between County and Contractor. Levels of treatment, or client profiles, may be defined as follows:

4.16.1. Level (I) includes people with a major mental health condition who have been residing in community settings but need supportive services and who would benefit from 6-8 months of Contractor integrated care model to restore health and function. Chronic disease may be present, but conditions are well controlled with medication. Client discharge to independent living and/or Full Service Partnership should be expected.

4.16.2. Level (II) includes people with a major health condition who have been residing in community, secured settings, or locked settings but are ready for a less restrictive environment, and would benefit from 6-8 months of Contractor integrated care model in order to progress to lower levels of care to restore health and function. Chronic disease is present and may or may not be controlled with medication or lifestyle support. More intensive care needs have been determined during the intake process. Client discharge to licensed care or intensive community supportive care management setting should be expected.

4.16.3. Level (III) is for residents with severe mental health and medical issues. This level of care typically requires one-to-one supervision for a period of time to stabilize the client's medical and psychiatric conditions and often requires more intensive physical, occupational and/or speech therapy than required for Level I or Level II residents.

B. OUTCOMES

It is expected that Contractor will meet the following outcomes:

1. The number of Behavioral Health County clients re-admitted to higher level

placements will be reported to County to assess the long-term effectiveness of Contractor's programs.

2. The number of Behavioral Health County clients discharged to lower-level placements will be reported to County to assess the long-term effectiveness of Contractor's programs.

Progress in meeting these objectives will be monitored quarterly throughout the contract year by a Behavioral Health County designated staff.

C. BILLING AND PAYMENT

1. In consideration of Contractor's provision of services required under this Agreement, County shall reimburse Contractor an amount not to exceed the Contract Maximum of $4,845,825. Payment shall be made on a fee for service basis, for actual days of service provided.

2. County shall pay to Contractor the following rate:

San Pablo Facility	$250 per client day (resident charge patch rate)
Turlock Facility	$225 per client day (resident charge patch rate)
Bed Holds	$100 per client day
Augmented Services	Negotiated on an individual basis
Transportation Services	$60 per trip plus mileage reimbursed at the federal published rate

3. Effective when the facility has obtained licensure by the California Department of Social Services (CDSS) and all beds have been occupied by County clients, there will be eighty-nine (89) dedicated/guaranteed beds for County clients, reimbursed at the rate of $225 per day, per client. Thereafter, County agrees to pay this rate for all eighty-nine (89) beds per day, whether filled or unfilled.

4. Rate is determined based upon client acuity, developmental and chronic conditions, cultural considerations, co-morbidity, placement needs, etc. The rate will support and meet the individualized needs, goals, and treatment of the client.

5. Rates do not refer to a client's particular stage of recovery.

6. Resident charges represent a county patch to each resident's Social Security Income (SSI) payment to the facility. The resident's SSI monthly residential board and care is subject to annual adjustments by the Federal Government and the State of California. Day rates may be modified by written amendment to this Agreement.

7. Contractor shall submit an invoice electronically to abhrs@stanbhrs.org or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services

PO BOX 3211
Modesto, CA 95353
Attention: Accounts Payable

8. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt.

D. CRITERIA FOR RECEIPT OF SERVICES

The program is specifically directed toward adults with severe psychiatric conditions. All clients admitted to Contractor's programs are first screened and referred by County staff and authorized to receive services by County's designated Site Approval Team. Additional screening and evaluation are performed by Contractor's staff prior to admission to these residential programs. Contractor must provide a Treatment Plan for all specialty outpatient mental health services to all County's clients. Contractor will provide additional assistance and monitoring for clients with issues affecting the management of their severe symptomatology and functional impairments. The program shall also monitor any on-going medical issues through collaboration with healthcare providers.

E. DISCHARGE CRITERIA AND PLANNING

Discharge planning is the shared responsibility of Contractor and County. Contractor shall contact County immediately if there are emergency discharges. Contractor shall hold a discharge planning conference with County staff 60 days prior to intended discharge date. These conferences will be reviewed at monthly residential subcommittee meetings. Contractor's discharge planning shall include appropriate community mental health and/or social service agencies for post-discharge services. Treatment summaries of services that have been provided to patients shall be made available by Contractor to agencies providing post-discharge services and who are authorized by State law to receive such information.

F. AUGMENTED SERVICES

Augmented services provided, such as extraordinary staffing requests, residents requiring special medical attention waivers or treatments, and other enhanced services may be negotiated on an individual basis.

G. FEE FOR SERVICE RATE – TRANSPORTATION SERVICES

Transportation charges are not for routine or local transportation. Transportation Service charges are for transportation of County clients to specialty medical care (i.e. –dialysis), or court hearings only. The rate per trip is $60.00 plus mileage at the federal published rate.

H. MEDICATION SUPPORT SERVICES

Daily dispensing of medications is a non-billable service included in the residential rate.

I. DEFINITION OF CLIENT DAY

A client day shall commence at 12:01 a.m. of each calendar day. A client day shall include any part of a day, whether the County's client is present for the full day or any part of a day in Contractor's licensed facility.

J. BED HOLD

When a client's symptoms escalate to the point he/she cannot be managed at this level of care, and requires treatment in an acute psychiatric inpatient facility, the client shall be allowed a seven (7)-day bed hold. A seven (7)-day bed hold will also be instituted should a client need a brief stay in an acute medical inpatient facility for physical health needs. The base rate for bed holds is $100 per client day.

The Behavioral Health Administrator or designee may authorize an extension of the seven days bed hold provided the following criteria are met:

1. If a client requires treatment for a brief period on an acute basis at a hospital, inpatient medical facility, or psychiatric inpatient facility, Contractor shall allow the client a seven-day bed hold. County reserves the right to cancel the seven-day bed hold within its discretion. Should a client require such care, Contractor shall notify the County of this need within 24 hours.

2. The Behavioral Health Administrator or designee may authorize an extension of a seven-day bed hold if there is reasonable cause for Administrator to believe that the client will be released from the heightened level of care within a reasonable time. No bed hold or other expenditures for the client are authorized by this Contract after the seven-day bed hold has expired unless the Behavioral Health Administrator or designee has notified the Contractor in writing of Administrator's decision to extend the bed hold.

3. The daily rate for paying Contractor under this Contract shall be the base daily rate for any day in which there is a bed hold under the provisions of this section.

K. DISCHARGES

1. Non-Emergency Discharges. The County shall provide a minimum of 48 hours for all planned, non-emergency discharges. The discharge notice will be given to the Admissions and Discharge Coordinator or designated person. For notices that are less than 48 hours (non-emergency) the County will pay the daily rate equivalent to that time.

2. Emergency Discharges. Emergency discharges will consist of acute hospitalization, both medical and psychiatric. These may be bed holds when mutually agreed upon or when the criteria listed in Exhibit A, J. Bed Holds are met. Contractor strongly recommends that all those either going to jail or having gone AWOL are placed on at least 48-hour bed hold, unless it is determined that the client will not be returning to the facility.

L. TERM

These services shall commence on July 1, 2023, and continue through June 30, 2024.

M. FUNDING

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

N. DUPLICATE COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.1
AGENDA DATE: November 7, 2023

SUBJECT:
Approval of an Amendment to the Agreement with A&A Health Services, LLC, For the Provision of Adult Residential Program Services in the Amount of $3,550,325 for the Term of November 1, 2023 Through June 30, 2024

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2023-0582**

On motion of Supervisor Withrow **Seconded by Supervisor** Grewal
and approved by the following vote,
Ayes: Supervisors: Chiesa, Withrow, Grewal, and Chairman C. Condit
Noes: Supervisors: None
Excused or Absent: Supervisors: B. Condit
Abstaining: Supervisor: None

1) X **Approved as recommended**
2) _____ **Denied**
3) _____ **Approved as amended**
4) _____ **Other:**

MOTION:

Elizabeth A King

ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors **File No.**

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Behavioral Health & Recovery Services

BOARD AGENDA:5.B.1
AGENDA DATE: November 7, 2023

CONSENT: ☑

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of an Amendment to the Agreement with A&A Health Services, LLC, For the Provision of Adult Residential Program Services in the Amount of $3,550,325 for the Term of November 1, 2023 Through June 30, 2024

STAFF RECOMMENDATION:

1. Approve an amendment with A&A Health Services, LLC, for the provision of adult residential program services in the amount of $3,550,325 for the term of November 1, 2023, through June 30, 2024.
2. Authorize the Behavioral Health Director, or designee, to sign and execute the amendment for the provision of adult residential program services in the amount of $3,550,325 for the term of November 1, 2023, through June 30, 2024.
3. Authorize the Behavioral Health Director, or designee, to sign amendments for additional services and payments for services up to $200,000, budget permitting, throughout the term of the agreement.

DISCUSSION:

As the contracted Mental Health Plan (MHP) and Drug Medi-Cal Organized Delivery System (DMC-ODS) with the State of California, Behavioral Health and Recovery Services (BHRS) administers Stanislaus County's behavioral health services, providing integrated mental health services to adults and older adults with a serious mental illness (SMI) and to children and youth with a serious emotional disturbance. BHRS also provides substance use disorder services for adults and adolescents, supportive services, prevention and early intervention services, and serves as Stanislaus County's Public Guardian.

BHRS historically contracts with several providers of care for adults with serious mental illness (SMI). BHRS has a legal and ethical responsibility to ensure that individuals are placed in the least restrictive and most appropriate level of care. Institutions for Mental Disease (IMD), Skilled Nursing Facilities (SNF), and Transitional Residential Board and Care (TBC) services include structured programming, which assists individuals diagnosed with SMI in improving functional abilities. The programming includes, but is not limited to, continuous supervision and rehabilitative services designed to improve self-help skills, behavioral adjustments, interpersonal relationships, pre-vocational preparation, and alternative placement planning. Currently, the Department is

experiencing an increased demand for clients who need secure placements in these settings, while placement options continue to be challenging due to various market and capacity issues.

Treatment and housing options for individuals with SMI are very limited and are often not readily available. Additionally, California counties are experiencing a shortage of IMD/SNF/TBC placement options, which are a step down from treatment in an acute psychiatric hospital. The COVID-19 pandemic has exacerbated placement challenges, in that most facilities have reduced capacity to ensure client and staff safety. Individuals who have been placed in an acute psychiatric hospital and are ready to be discharged to a lower level of care often stay longer in the hospital due to the shortage of IMD/SNF/TBC beds, thus resulting in more costly care while awaiting more appropriate placement. With limited IMD/SNF/TBC beds available statewide, the department continues to compete with other counties for the same lower level of care beds.

Additionally, BHRS has experienced an increase in both the number of individuals referred for conservatorship assessment, as well as the number of individuals conserved. Arranging for quality mental health care and secure residential placements for this population continues to impact BHRS' other operations. Many conservatees require placement in IMD/SNF/TBC facilities for long periods of time.

TBCs provide a low client-to-staff ratio to address individual needs. The services include structured programming that assists residents in improving functional abilities including, but not limited to, the following areas: basic self-care including meals, medication supervision, monitoring health and hygiene, interpersonal communication, and conflict resolution, as well as social and recreational skills.

BHRS has identified a need to continue to contract for additional TBC services to bridge the wide gap between the IMD/SNF and basic board and care facilities. Therefore, BHRS is requesting the approval to execute an amendment to the agreement previously approved by the Board (Res. No. 2023-0286) with A&A Health Services, LLC in the amount of $3,550,325 for a total contract amount of $4,845,825, to ensure additional availability of critically needed capacity in adult residential facilities. Effective November 1, 2023, there will be 60 dedicated/guaranteed beds for County Clients which will expand by an additional 29 beds effective December 1, 2023, for a total of 89 additional beds.

BHRS has received a conditional award for the California Department of Health Care Services Behavioral Health Bridge Housing (BHBH) Program, which will provide funding for adult residential facility bed days and A&A Health Services is expanding services to a new facility located in Turlock, California, which increases their capacity to serve Stanislaus County clients.

BHRS may experience increases in the utilization of adult residential program services throughout the year while balancing fiscal resources for the various and competing demands for both inpatient and outpatient treatment services. The department requests authorization for the Behavioral Health Director, or designee, to negotiate and execute amendments up to $200,000, when necessary, budget permitting, throughout the term of the agreement from November 1, 2023, through June 30, 2024, without further action by the Board of Supervisors. Any amendments to the agreements will be identified in subsequent quarterly financial reports to the Board of Supervisors.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2022-00 stipulates those contracts or agreements wherein the total cumulative compensation exceeds $200,000 requires approval by the Board of Supervisors, regardless of the procurement method. Cumulative refers to the total compensation paid by an individual department in the reporting year and the two fiscal years immediately prior thereto, where there has been no break in contractual services over six months. Such approval may be obtained either through an agenda item, or through a department's budget appropriation approval. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2022-0287; California Government Code §25502.5).

FISCAL IMPACT:

The BHRS 2024 Proposed Budget did not include appropriations and estimated revenue to support the amendment to the agreement with A&A Health Services, LLC for the provision of adult residential facility services. However sufficient appropriations are available as of November 1, 2023, due to salary savings resulting from vacant positions. Services will be funded by a combination of BHBH grant and Mental Health Services Act revenue. BHRS will request an increase in appropriations and estimated revenue in a subsequent budget cycle. There is no impact to County General Fund.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priorities of *Supporting a Healthy* Community by maximizing State and Federal funding to provide Specialty Mental Health Services and DMC-ODS services to residents of Stanislaus County.

STAFFING IMPACT:

The activities required to oversee this agreement will be carried out by existing BHRS staff. There is no additional staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Tony Vartan, MSW, LCSW (209) 525-6222
Director, Behavioral Health and Recovery Services

ATTACHMENT(S):

1. Amendment
2. Levine Act Disclosure

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment for Professional Services is made and entered into by and between the County of Stanislaus ("County") and A&A Health Services, LLC, a California limited liability company ("Contractor"), effective the date of the last signature (the "Agreement").

Introduction

WHEREAS, County and Contractor entered into an agreement dated July 1, 2023, for the provision of an adult residential program at Contractor's licensed residential care facility; and

WHEREAS, County continues to experience an increased need for adult residential placements; and; and

WHEREAS, County has received a conditional award for the Behavioral Health Bridge Housing (BHBH) Program, which will provide funding for adult residential facility bed days and Contractor is expanding services to a new facility located in Turlock, California, which increases their capacity to serve Stanislaus County clients.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Agreement is hereby amended to increase the contract maximum amount by $3,550,325 from $1,295,500 to $4,845,825. This Amendment is incorporated into the Agreement as follows:

I. Exhibit A is hereby deleted in its entirety and replaced with the attached Revised Exhibit A.

II. All other terms and conditions of said Agreement shall remain in full force and effect.

(SIGNATURES SET FORTH ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) shown below.

COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES

Tony Vartan, MSW, LCSW Date
Director

A&A HEALTH SERVICES, LLC

Beata Dominici (Oct 26, 2023 14:47 PDT)

Oct 26, 2023

Betty Dominici Date
CEO

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

Marc Hartley (Oct 25, 2023 09:26 PDT)

Marc Hartley
Deputy County Counsel

BOS Resolution #:_____ Date:_____

REVISED EXHIBIT A

A. SERVICES

1. Contractor shall provide a broad range of services in an enriched, structured environment focused on each Resident's specific needs and interests. Services shall be designed to enhance basic living skills, improve social functioning, allow for training opportunities within the community, and for participation in out-of-home activities, in an effort to normalize each resident's lifestyle. Such services are intended to help each resident reach and maintain his/her highest level of functioning resulting in reintegration into the community. A schedule of these services will be developed each month outlining daily routines and opportunities. In addition, Contractor will develop an Individual Treatment Plan for each resident to target specific independent living skills and goals. The Individual Treatment Plan will be communicated to County's designated staff. The Individual Treatment Plan shall be focused on measurable goals and specific activities to be provided by Contractor to assist each resident in reaching the goals in the plan.

2. Contractor shall maintain any appropriate facility licensure as required by law for the specific services to be provided by Contractor. Contractor shall maintain all applicable staff licenses and certifications and provide County copies of these documents upon request.

3. The Turlock facility, located at 1617 Colorado Avenue in Turlock, shall collaborate with the BHRS Care Court treatment team to coordinate admissions, as the priority population for Behavioral Health Bridge Housing funding are individuals enrolled in Care Court and the secondary population are new individuals with Severe Mental Illness (SMI), Substance Use Disorder (SUD) or Co-Occurring Disorder (COD) that are homeless and/or at imminent risk of homelessness.

4. Contractor agrees to:

   4.1. Provide Room and Board

   4.2. Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.

   4.3. Provide organized educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.

   4.4. Ensure that each resident is given the opportunity to attend and participate in community activities including, without limitation, local worship services and activities, and community activities and events (i.e., ball games, dances, plays).

   4.5. Encourage/facilitation of each resident in taking increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.

   4.6. Assist each resident with socialization and group activities to enhance problem-solving skills, self-disclosure, social and family relationship skills, and appropriate expression of feelings.

   4.7. Establish peer and family support to promote proactive roles within the facility as well as with family.

4.8. Provide organized recreational events and community outings to help each resident with the development of leisure skills and improve social functioning.

4.9. Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health staff and monitoring of health conditions.

4.10. Assist each resident with his/her medication regimen and communications with the psychiatrist.

4.11. Assist each resident in the development of personal hygiene, grooming, dressing, and household living skills.

4.12. Provide close supervision of, and intensive interactions with, each resident who requires management of difficult behaviors, consistent with the Individual Treatment Plan.

4.13. Provide 24-hour on site coverage.

4.14. Contractor's employees shall participate in trainings as required for maintaining licensures as a board and care facility.

4.15. Maintain documentation on all County clients.

4.16. Levels of Treatment are to be arrived at mutually between County and Contractor. Levels of treatment, or client profiles, may be defined as follows:

4.16.1. Level (I) includes people with a major mental health condition who have been residing in community settings but need supportive services and who would benefit from 6-8 months of Contractor integrated care model to restore health and function. Chronic disease may be present, but conditions are well controlled with medication. Client discharge to independent living and/or Full Service Partnership should be expected.

4.16.2. Level (II) includes people with a major health condition who have been residing in community, secured settings, or locked settings but are ready for a less restrictive environment, and would benefit from 6-8 months of Contractor integrated care model in order to progress to lower levels of care to restore health and function. Chronic disease is present and may or may not be controlled with medication or lifestyle support. More intensive care needs have been determined during the intake process. Client discharge to licensed care or intensive community supportive care management setting should be expected.

4.16.3. Level (III) is for residents with severe mental health and medical issues. This level of care typically requires one-to-one supervision for a period of time to stabilize the client's medical and psychiatric conditions and often requires more intensive physical, occupational and/or speech therapy than required for Level I or Level II residents.

B. OUTCOMES

It is expected that Contractor will meet the following outcomes:

1. The number of Behavioral Health County clients re-admitted to higher level

placements will be reported to County to assess the long-term effectiveness of Contractor's programs.

2. The number of Behavioral Health County clients discharged to lower-level placements will be reported to County to assess the long-term effectiveness of Contractor's programs.

Progress in meeting these objectives will be monitored quarterly throughout the contract year by a Behavioral Health County designated staff.

C. BILLING AND PAYMENT

1. In consideration of Contractor's provision of services required under this Agreement, County shall reimburse Contractor an amount not to exceed the Contract Maximum of $4,845,825. Payment shall be made on a fee for service basis, for actual days of service provided.

2. County shall pay to Contractor the following rate:

San Pablo Facility	$250 per client day (resident charge patch rate)
Turlock Facility	$225 per client day (resident charge patch rate)
Bed Holds	$100 per client day
Augmented Services	Negotiated on an individual basis
Transportation Services	$60 per trip plus mileage reimbursed at the federal published rate

3. Effective when the facility has obtained licensure by the California Department of Social Services (CDSS) and all beds have been occupied by County clients, there will be eighty-nine (89) dedicated/guaranteed beds for County clients, reimbursed at the rate of $225 per day, per client. Thereafter, County agrees to pay this rate for all eighty-nine (89) beds per day, whether filled or unfilled.

4. Rate is determined based upon client acuity, developmental and chronic conditions, cultural considerations, co-morbidity, placement needs, etc. The rate will support and meet the individualized needs, goals, and treatment of the client.

5. Rates do not refer to a client's particular stage of recovery.

6. Resident charges represent a county patch to each resident's Social Security Income (SSI) payment to the facility. The resident's SSI monthly residential board and care is subject to annual adjustments by the Federal Government and the State of California. Day rates may be modified by written amendment to this Agreement.

7. Contractor shall submit an invoice electronically to abhrs@stanbhrs.org or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services

PO BOX 3211
Modesto, CA 95353
Attention: Accounts Payable

8. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt.

D. CRITERIA FOR RECEIPT OF SERVICES

The program is specifically directed toward adults with severe psychiatric conditions. All clients admitted to Contractor's programs are first screened and referred by County staff and authorized to receive services by County's designated Site Approval Team. Additional screening and evaluation are performed by Contractor's staff prior to admission to these residential programs. Contractor must provide a Treatment Plan for all specialty outpatient mental health services to all County's clients. Contractor will provide additional assistance and monitoring for clients with issues affecting the management of their severe symptomatology and functional impairments. The program shall also monitor any on-going medical issues through collaboration with healthcare providers.

E. DISCHARGE CRITERIA AND PLANNING

Discharge planning is the shared responsibility of Contractor and County. Contractor shall contact County immediately if there are emergency discharges. Contractor shall hold a discharge planning conference with County staff 60 days prior to intended discharge date. These conferences will be reviewed at monthly residential subcommittee meetings. Contractor's discharge planning shall include appropriate community mental health and/or social service agencies for post-discharge services. Treatment summaries of services that have been provided to patients shall be made available by Contractor to agencies providing post-discharge services and who are authorized by State law to receive such information.

F. AUGMENTED SERVICES

Augmented services provided, such as extraordinary staffing requests, residents requiring special medical attention waivers or treatments, and other enhanced services may be negotiated on an individual basis.

G. FEE FOR SERVICE RATE – TRANSPORTATION SERVICES

Transportation charges are not for routine or local transportation. Transportation Service charges are for transportation of County clients to specialty medical care (i.e. –dialysis), or court hearings only. The rate per trip is $60.00 plus mileage at the federal published rate.

H. MEDICATION SUPPORT SERVICES

Daily dispensing of medications is a non-billable service included in the residential rate.

I. DEFINITION OF CLIENT DAY

A client day shall commence at 12:01 a.m. of each calendar day. A client day shall include any part of a day, whether the County's client is present for the full day or any part of a day in Contractor's licensed facility.

J. BED HOLD

When a client's symptoms escalate to the point he/she cannot be managed at this level of care, and requires treatment in an acute psychiatric inpatient facility, the client shall be allowed a seven (7)-day bed hold. A seven (7)-day bed hold will also be instituted should a client need a brief stay in an acute medical inpatient facility for physical health needs. The base rate for bed holds is $100 per client day.

The Behavioral Health Administrator or designee may authorize an extension of the seven days bed hold provided the following criteria are met:

1. If a client requires treatment for a brief period on an acute basis at a hospital, inpatient medical facility, or psychiatric inpatient facility, Contractor shall allow the client a seven-day bed hold. County reserves the right to cancel the seven-day bed hold within its discretion. Should a client require such care, Contractor shall notify the County of this need within 24 hours.

2. The Behavioral Health Administrator or designee may authorize an extension of a seven-day bed hold if there is reasonable cause for Administrator to believe that the client will be released from the heightened level of care within a reasonable time. No bed hold or other expenditures for the client are authorized by this Contract after the seven-day bed hold has expired unless the Behavioral Health Administrator or designee has notified the Contractor in writing of Administrator's decision to extend the bed hold.

3. The daily rate for paying Contractor under this Contract shall be the base daily rate for any day in which there is a bed hold under the provisions of this section.

K. DISCHARGES

1. Non-Emergency Discharges. The County shall provide a minimum of 48 hours for all planned, non-emergency discharges. The discharge notice will be given to the Admissions and Discharge Coordinator or designated person. For notices that are less than 48 hours (non-emergency) the County will pay the daily rate equivalent to that time.

2. Emergency Discharges. Emergency discharges will consist of acute hospitalization, both medical and psychiatric. These may be bed holds when mutually agreed upon or when the criteria listed in Exhibit A, J. Bed Holds are met. Contractor strongly recommends that all those either going to jail or having gone AWOL are placed on at least 48-hour bed hold, unless it is determined that the client will not be returning to the facility.

L. TERM

These services shall commence on July 1, 2023, and continue through June 30, 2024.

M. FUNDING

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

N. DUPLICATE COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*****COMPLETE & RETURN THIS PAGE*****

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

In 2022, California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act", to prohibit County "officers" from participating in any action related to a contract if such member receives political contributions totaling more than $250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract.

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

> An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
> (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
> (2) Serve as a member of a board or commission;
> (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
> (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: Board of Supervisors - Stanislaus County (stancounty.com). The party making this certification is responsible for determining whether a recipient of a political contribution is a County officer prior to answering the following questions:

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
   ☐ *YES* ☑ *NO*

   - If YES, please identify the person(s) or agent(s) making the contribution:

     _____

     If YES, please identify the County officer receiving the contribution:

     _____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to any County officer in the three (3) months following any Board action related to this contract?
   ☐ *YES* ☑ *NO*

   If YES, please identify the person(s) or agent(s) making the contribution:

   _____

   If YES, please identify the County officer receiving the contribution:

   _____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified County officer from participating in any actions related to such contract.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: Betty Dominici (Sep 13, 2023 20:13 GMT+2)	Date Signed: 09/13/23
Print Name: Betty Dominici	
Title: CEO	
Company: A&A Health Services, LLC	

From: Tony Vartan <TVartan@stanbhrs.org>
Sent: Friday, March 22, 2024 11:19 AM
To: Jody Hayes; Reagan Wilson; Ruben Imperial
Cc: Sarah Eddy; George Petrulakis; Thomas Boze; Tony Vartan
Subject: RE: 1617 Colorado Avenue (updated Response)

Good Morning Mr. Wilson,

Please find below the responses to the remaining two questions from your initial inquiry dated February 26, 2024. We appreciate your patience waiting for this final response. If you have any further questions, please do not hesitate to contact us.

-City of Turlock Question #2) *In Tony Vartan's power point presentation at the Board meeting, he showed a slide of the Provider Network that the County uses for uses similar that we are told will be provided at 1617 Colorado Avenue. The list included 11 providers in and out of the County. What is the regulatory or licensing difference between the list provided and other facilities that are licensed by DSS as Adult Residential Facilities?*

County's Response to Question #2: This question is asking the County to render a legal and detailed regulatory opinion. In California, the Department of Social Services (DSS) is responsible for licensing and regulating of these facilities. The official website for the California Department of Social Services (DSS), where the detailed information can be accessed is, https://www.cdss.ca.gov

-City of Turlock Question #4 *)Could you also let us know if you found any inaccuracies in the staff presentations to the City Council at the last meeting.*

County's Response to Question #4: We acknowledge and appreciate the spirit in which this question comes to us. There were many inaccuracies, in the City Attorney's presentation. However, we feel at this time trying to identify each and every inaccuracy or misstatement is not the best use of time and would not move our conversation forward. As we continue in our conversation, if there is an issue with the information presented by the City Attorney that is important for us to address, we will address it at that time. Additionally, please keep the County updated on the progress between Alamo Healthcare and the City in resolving the matter.

Sincerely,

Behavioral Health and Recovery Services

Tony Vartan, MSW, LCSW
Director
TEL: 209-525-6225
Fax: 209-558-4326
Email: tvartan@stanbhrs.org
800 Scenic Dr. Modesto, CA 95350

"We aspire to provide the quality of services that we would want our owı

From: Tony Vartan
Sent: Tuesday, March 5, 2024 4:43 PM
To: Jody Hayes <hayesj@stancounty.com>; Reagan Wilson <RWilson@turlock.ca.us>; Ruben Imperial <imperialr@stancounty.com>
Cc: Sarah Eddy <SEddy@turlock.ca.us>; George Petrulakis <george@petrulakis.com>; Thomas Boze <bozet@stancounty.com>
Subject: RE: 1617 Colorado Avenue (updated Response)

Good Afternoon Mr. Wilson,

Please find below the responses to your inquiry dated February 26, 2024, as well as attached documents for your reference. Please note that there are responses to two questions pending that will be forwarded to you once completed.

1. *All agreements and agreement amendments between the County and Alamo Health, A&A Health or related entity.* (Two files attached)

2)*In Tony Vartan's power point presentation at the Board meeting, he showed a slide of the Provider Network that the County uses for uses similar that we are told will be provided at 1617 Colorado Avenue. The list included 11 providers in and out of the County. What is the regulatory or licensing difference between the list provided and other facilities that are licensed by DSS as Adult Residential Facilities?* This item is pending further review and response.

3)*This slide also lists Davis Guest Homes with locations in Ceres, Salida, and Modesto for a total of 245 beds. Can you provide a list of these facilities by location, address and bed count?*(Please see below as requested number of beds and we added also the license type):

Davis accepts out of County clients.

-Davis Guest Home 1 – 48 beds 1878 E. Hatch Rd., Modesto, CA 95351 (Adult) (Please note that Davis Guest Home #1 and #2 are adjacent properties, hold separate licenses and the total number of beds for the two equal 97.)

-Davis Guest Home 2 49 beds 1900 E. Hatch Rd., Modesto, CA 95351 (Adult)

-Davis Guest Home 3 10 beds 1628 Nadine Ave., Modesto, CA 95351 (Elderly)

-Davis Guest Home 4 34 beds 1552 Ohio Ave., Modesto, CA 95358 (Adult)

-Davis Guest Home 5 8 Beds 2405 Mauna Loa Dr., Ceres, CA 95307 (Elderly)

-Davis Guest Home 6 9 beds 1209 N. Central Ave., Modesto, CA 95351 (Elderly)

-Davis Guest Home 7 24 beds 1232 Nadine Ave., Modesto, CA 95351 (Adult)

-Davis Guest Home 8 80 beds 5348 Kiernan Ave., Salida, CA 95368 (Elderly)

4)Could you also let us know if you found any inaccuracies in the staff presentations to the City Council at the last meeting. (This item is pending further review and response)

If you have any further questions, please do not hesitate to contact us. Thank you.

Sincerely,

Behavioral Health and Recovery Services

Tony Vartan, MSW, LCSW
Director
TEL: 209-525-6225
Fax: 209-558-4326
Email: tvartan@stanbhrs.org
800 Scenic Dr. Modesto, CA 95350

"We aspire to provide the quality of services that we would want our owı

From: Tony Vartan <TVartan@stanbhrs.org>
Sent: Monday, February 26, 2024 12:31 PM
To: Jody Hayes <hayesj@stancounty.com>; Reagan Wilson <RWilson@turlock.ca.us>; Ruben Imperial <imperialr@stancounty.com>
Cc: Sarah Eddy <SEddy@turlock.ca.us>; George Petrulakis <george@petrulakis.com>
Subject: RE: 1617 Colorado Avenue

Good Afternoon Mr. Wilson,

Thank you for your email below. We will go ahead and gather the information to forward as requested.

Sincerely,

Tony Vartan

From: Jody Hayes <hayesj@stancounty.com>
Sent: Monday, February 26, 2024 10:58 AM
To: Reagan Wilson <RWilson@turlock.ca.us>; Tony Vartan <TVartan@stanbhrs.org>; Ruben Imperial <imperialr@stancounty.com>
Cc: Sarah Eddy <SEddy@turlock.ca.us>; George Petrulakis <george@petrulakis.com>
Subject: RE: 1617 Colorado Avenue

Copying Tony and Ruben for follow-up.

Thank you,

Jody

From: Reagan Wilson <RWilson@turlock.ca.us>
Sent: Monday, February 26, 2024 10:37 AM
To: Jody Hayes <hayesj@stancounty.com>
Cc: Sarah Eddy <SEddy@turlock.ca.us>; George Petrulakis <george@petrulakis.com>
Subject: 1617 Colorado Avenue

Good morning Jody,

With regard to the property located at 1617 Colorado Avenue, Turlock, we are requesting the County provide the following information:

All agreements and agreement amendments between the County and Alamo Health, A&A Health or related entity.

In Tony Vartan's power point presentation at the Board meeting, he showed a slide of the Provider Network that the County uses for uses similar that we are told will be provided at 1617 Colorado Avenue. The list included 11 providers in and out of the County. What is the regulatory or licensing difference between the list provided and other facilities that are licensed by DSS as Adult Residential Facilities?

This slide also lists Davis Guest Homes with locations in Ceres, Salida, and Modesto for a total of 245 beds. Can you provide a list of these facilities by location, address and bed count?

Could you also let us know if you found any inaccuracies in the staff presentations to the City Council at the last meeting.

Thank you in advance.

Reagan