

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

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA # *B-2(a)

Urgent

Routine

MS

AGENDA DATE June 2, 2015

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Enter Into an Independent Agreement with Turner Residential Inc., a California Corporation, for the Provision of Transitional Board and Care Services

STAFF RECOMMENDATIONS:

1. Approve an agreement with Turner Residential Inc. for the provision of transitional board and care services effective July 1, 2015 for the Fiscal Year 2015-2016.
2. Authorize the Behavioral Health Director, or her designee, to sign the agreement, and any amendments adding services and payment for services up to \$25,000, with Turner Residential Inc. to provide transitional board and care services throughout the Fiscal Year 2015-2016.

FISCAL IMPACT:

The term of the proposed agreement with Turner Residential Inc. is July 1, 2015 through June 30, 2016. The amount of the contract will not exceed \$99,000 for the term of the contract. The Behavioral Health and Recovery Services Proposed Budget for 2015-2016 includes funding in the amount of \$99,000 from Medi-Cal, 1991 Realignment and 2011 Realignment for this contract.

Approval of the recommended agreement has no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2015-234

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Stanislaus County Behavioral Health and Recovery Services (BHRS) has identified a need to contract for transitional board and care services to bridge the wide gap between the locked institutional setting and the basic board and care facilities, by providing a low client to staff ratio to address individual residential needs. The services will include structured programming which assists residents in improving functional abilities including, but not limited to, the following areas: basic self-care including meals, medication monitoring, monitoring health and hygiene, interpersonal communication and conflict resolution, as well as social and recreational skills.

On September 30, 2014, the Board of Supervisors authorized BHRS, in conjunction with the General Services Agency (GSA) to issue a Request for Proposals (RFP) for transitional board and care services. RFP Number 14-63-SS was issued on October 1, 2014 and sent electronically to 441 vendors, 22 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on October 17, 2014 with four vendors in attendance. The RFP closed on November 10, 2014 and GSA received complete responses from one vendor listed below.

- Turner Residential Inc. - Modesto, California;

The proposer met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of 3 evaluators was selected to further evaluate the proposal. The Evaluation Committee was comprised of representatives from the County's Behavioral Health & Recovery Services and Telecare Corporation.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer's qualification proposal and proposed budget.

Evaluation Criteria	Total Available Points	Turner Residential Inc. Average Score
Capacity and Experience	20	17
Program Operation	30	15
Impact of Transitional Board and Care Services	20	6
Proposed Budget Narrative	25	7
TOTAL:	95	45

GSA facilitated an interview between the respondent and the Evaluation Committee on December 19, 2014. On December 30, 2014 GSA issued a Request for Information to the respondent for further clarification of the vendor's program and budgeted costs.

Turner Residential Inc. responded to the Request for Information by the requested deadline of January 9, 2015.

The award of the contract was made to the sole respondent, as the proposal best met the criteria set forth in the RFP and provides the best value to the County.

On January 29, 2015 GSA issued a Notice of Intent to Award to Turner Residential Inc. and no letter of protest was received during the five-day protest period of the RFP process.

The Proposed Budget submitted by Turner Residential Inc. in the RFP Response was \$184,288.50, based upon an \$84.15 per day, per resident, enhanced mental health services rate for a maximum of six residents. The final negotiated agreement with Turner Residential Inc. reflects a contract maximum of \$99,000, at a negotiated rate of \$45.00 per day, per resident, for enhanced mental health services for a maximum of six residents. The contract term begins July 1, 2015 and ends June 30, 2016, with four optional one-year renewal terms.

BHRS experiences occasional funding opportunities and unanticipated increases in the utilization of services throughout the year. On many occasions, this additional funding is time sensitive. For this reason, the Department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments, when necessary, up to \$25,000 to the agreement with Turner Residential Inc. for transitional board and care services without further action by the Board of Supervisors, throughout Fiscal Year 2015-2016.

Any amendments to this agreement will be identified in subsequent quarterly financial reports to the Board of Supervisors.

POLICY ISSUE:

Approval of this request supports the Board of Supervisors' priorities of Effective Partnerships and Efficient Delivery of Public Services by contracting with a community provider to deliver the needed services at an appropriate level of service in a cost effective manner.

STAFFING IMPACT:

Existing Behavioral Health and Recovery Services staff is available to support this contract at current service levels. In the future, should the service level demand increase, the Department will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

CONTACT PERSON:

Madelyn Schlaepfer, Ph.D., Behavioral Health Director (209) 525-6225

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Turner Residential Inc., a California Corporation with its principal place of business as identified in Section 14, ("Contractor"). This Agreement is effective the date of the last signature.

Recitals

WHEREAS, the County has a need for a Contractor to provide care for adults with serious mental illness and in need of a Transitional Board & Care level of housing to increase independence and assist with transitioning residents to a lower level of care; and

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

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**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and 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.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of 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. 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 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.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination 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 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. 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.

4. Required Licenses, Certificates and Permits

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.

5. Office Space, Supplies, Equipment, Etc.

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

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. 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 this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be “where required by written contract”. All Insurance policies will include a Waiver of Subrogation in favor of County.

6.4 The Contractor’s insurance coverage shall be primary insurance regarding County and County’s officers, officials and employees. Any insurance or self-insurance maintained by County or County’s officers, officials and employees shall be excess of Contractor’s insurance and shall not contribute with Contractor’s insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days’ prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best’s Key Rating Guide acceptable to the County; provided, however, that 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 Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best’s rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County’s sole and absolute discretion, approved by County. County reserves the right to require complete

copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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. Contractor is permitted to provide services to others during the same period service is provided to County 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 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.

8.5 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 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.

8.6 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.

8.7 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 and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor agree to 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, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age(over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or 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, including without limitation the County's nondiscrimination

policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; 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 Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

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

11.4 Contractor shall provide a system by which recipient 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 of 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 may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Behavioral Health & Recovery Services
800 Scenic Drive, Building 4
Modesto, CA 95350
Attention: Accounts Payable

To Contractor: Turner Residential, Inc.
2317 Janna Ave
Modesto, CA 95350

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 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. Survival

Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 2, "Consideration"; Paragraph 7, "Defense and Indemnification"; Paragraph 9, "Records and Audit"; Paragraph 10, "Confidentiality"; and Paragraph 12, "Assignment".

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

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND RECOVERY
SERVICES**

TURNER RESIDENTIAL, INC.

By: Madelyn Schlaepfer 6-12-2015
Madelyn Schlaepfer, Ph.D., CEAP Date
Behavioral Health Director

By: _____
Will J. Turner Date
Owner/Administrator

"County"

"Contractor"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: Marc Hartley
Marc Hartley
Deputy County Counsel

BOS Item: 2015-234

Date: June 2, 2015

terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Survival

Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 2, "Consideration"; Paragraph 7, "Defense and Indemnification"; Paragraph 9, "Records and Audit"; Paragraph 10, "Confidentiality"; and Paragraph 12, "Assignment".

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

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND RECOVERY
SERVICES**

TURNER RESIDENTIAL, INC.

By: _____
Madelyn Schlaepfer, Ph.D., CEAP Date
Behavioral Health Director

By: Will J. Turner 5/11/2015
Will J. Turner Date
Owner/Administrator

"County"

"Contractor"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: _____
Marc Hartley
Deputy County Counsel

BOS Item: 2015-234 Date: June 2, 2015

A. SERVICES

1. In the housing continuum, there is a wide span between a locked institutional setting and the basic board & care level of care, CONTRACTOR shall fill this gap with a Transitional Board & Care level of housing to increase independence and assist with transitioning residents to a lower level of care. The program shall assist residents to resolve some of the difficulties they face on a daily basis. These issues may include:
 - 1.1 Self-care, such as bathing and dressing;
 - 1.2 Persistent intrusive behavior requiring redirection;
 - 1.3 Behavior which prevents program participation;
 - 1.4 Basic difficulties co-existing with another person;
 - 1.5 Smoking in unauthorized areas;
 - 1.6 Borrowing, begging, stealing, or inappropriate handling of money or property;
 - 1.7 Compliance with medication regime;
 - 1.8 Inappropriate sexual behavior or acting out; and
 - 1.9 Reversed sleep patterns, day vs. night;
 - 1.10 Provide a one to six staffing ratio to address individual client's residential needs.
2. CONTRACTOR shall provide the following services as part of the residential program:
 - 2.1 Identify specific issues that hinder the resident from living in board and care or living independently;
 - 2.2 Develop, jointly with COUNTY and the residents, an Appraisal/Needs & Services Plan, within two (2) weeks of admission to address the above identified issues;
 - 2.2.1 The plan shall specify the services to be provided to the resident by CONTRACTOR.
 - 2.2.2 CONTRACTOR shall be held accountable for their compliance with each Appraisal/Needs & Services Plan.
 - 2.3 Guide the development of personal hygiene, grooming, dressing, and household living skills;
 - 2.4 Teach the residents how to develop the skills needed for social interaction with family members, staff and other residents;
 - 2.5 Assist the residents in the use of public transportation and how to utilize forms of public recreation; and
 - 2.6 Commit to each resident 30-minute, one-on-one sessions on a monthly basis to discuss the progress that he/she has made and to reinforce the desired goals of the resident toward increased independent living and responsibility.
3. Each month CONTRACTOR shall provide each resident with an opportunity to participate in at least one activity in the following areas:
 - 3.1 Entertainment/Recreation
 - 3.1.1 Concerts, community events
 - 3.1.2 Holiday celebrations
 - 3.1.3 Movies, games, and sports
 - 3.1.4 Bingo activities
 - 3.1.5 Pizza/ice cream socials
 - 3.1.6 Shopping trips

3.1.7 Birthday celebrations

3.1.8 Live music

3.2 Educational

3.2.1 Training in money management/budgeting

3.2.2 Access and utilization of public transportation

3.2.3 Relational processes of family and peer

3.2.4 Nutrition, menu planning and food preparation

3.2.5 Responsibility orientation, cause and effect sequences

3.2.6 Chemical dependency and substance abuse awareness

3.3 Socialization/Group

3.3.1 Current events/cultural opportunities:

a. Cinco de Mayo

b. Salsa Festival

c. Martin Luther King

3.3.2 Problem solving in daily transactions

3.3.3 Self-acceptance support group

3.3.4 Adjustment to the community at large

3.3.5 Structured discussions and specific communication opportunities

3.3.6 Learning to use resources in the community

3.3.7 Appropriate use of the telephone:

a. making phone orders

b. arranging for transportation or other activities

c. making emergency calls

3.4 Individual Enrichment

3.4.1 Personal time

3.4.2 Problem solving

3.4.3 Anger management/self-control

3.4.4 Self-sufficiency skills

3.4.5 Development of socially acceptable behaviors

3.4.6 Medication - the use and benefits

3.4.7 Daily living skills:

a. Clean personal living space

b. Laundry

c. Opportunities to help around the facility

3.4.8 Personal hygiene:

a. Following the bathing chart

b. Dressing appropriately

c. Proper dental care

d. Grooming

4. CONTRACTOR shall provide staff as follows:

4.1 Maintain a staff to resident ratio of 1:10;

4.2 Ensure each staff member is cross-trained in various aspects of the facility;

4.3 Ensure qualified staff distributes prescribed medication as directed by physician or psychiatrist and documents the compliance of the resident;

4.4 Maintain a bathing and laundry chart to insure that the hygiene of each resident is followed and that each resident has clean clothing;

4.5 Ensure staff uses a daily charting system to record the activity of the resident four

- times daily. Use of this chart will determine if the resident needs to move to a higher level of care or if he is ready for increased independence and responsibility; and
- 4.6 Alert staff to oversee facility in evening hours.
- 4.7 All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #14-63-SS; the Contractor's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd, the RFP.

B. OUTCOMES

A periodic case conference including the BHRS Behavioral Health Specialist, CONTRACTOR's staff, and the BHRS Contract Monitor will measure the following outcomes for BHRS clients residing at CONTRACTOR's facility.

1. Increased awareness and responsibility for personal hygiene, dressing, grooming, household living skills, and medication compliance;
2. Improvement in positive communication between the resident, staff, family members, and the community;
3. Ability to successfully arrange and achieve his/her own transportation to various activities;
4. Reduction of inappropriate behavior, increased positive behavior, and measured steps toward further independence and responsibility; and
5. Marked improvement within twelve months based on pre and post measurements.

C. BILLING AND PAYMENT

1. COUNTY shall reimburse CONTRACTOR for services delivered under the terms of this Agreement from the following funding sources: Medi-Cal, Mental Health Services Act - Community Services and Supports.
2. 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 \$99,000.00. Payment shall be made on a fee for service basis, for actual days of service provided.
3. COUNTY shall pay a daily rate of \$45.00 for the above residential services. This is in addition to the current SSI/SSA rate reimbursed to CONTRACTOR directly by the client or other third party.
4. COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by CONTRACTOR.
5. CONTRACTOR shall invoice COUNTY monthly. COUNTY shall make payment for services within thirty (30) days of the date the invoice is received by COUNTY.
6. CONTRACTOR shall submit an invoice electronically to abhrs@stanbhhs.org or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services
800 Scenic Drive, Building 4

Modesto, CA 95350
Attention: Accounts Payable

D. COMPLIANCE

1. CONTRACTOR shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), or the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
 - 1.1 CONTRACTOR shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring.
 - 1.2 CONTRACTOR shall thereafter semi-annually insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section.
 - 1.3 CONTRACTOR shall immediately notify the COUNTY upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on either of the two lists in this section.
 - 1.4 COUNTY provides to CONTRACTOR the following references to the two lists found in this section. COUNTY does not guarantee that these references will not change from time to time.
 - 1.4.1 OIG list is currently found at the following web address:
[http://exclusions.oig.hhs.gov /](http://exclusions.oig.hhs.gov/).
 - 1.4.2 A link to the S&I list is currently found at the following web address:
<http://www.medi-cal.ca.gov/references.asp> Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

E. TERM

These services shall be provided at the request of County, commencing on July 1, 2015 and continuing through June 30, 2016.

F. 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.

G. 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.