

**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)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

**MOTION:**

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

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**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  
Director, Behavioral Health and Recovery Services

(209) 525-6222

**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**

**A&A HEALTH SERVICES, LLC**

\_\_\_\_\_  
Tony Vartan, MSW, LCSW                      Date  
Director

  
\_\_\_\_\_  
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: \_\_\_\_\_

**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](mailto: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.

**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 \(stancounty.com\)](http://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:  <small>Betty Dominici (Sep 13, 2023 20:13 GMT+2)</small>	Date Signed: 09/13/23
Print Name: Betty Dominici	
Title: CEO	
Company: A&A Health Services, LLC	