

AGREEMENT FOR SERVICES #9629
Adult Residential Facility Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and A&A Health Services, LLC a Delaware Limited Liability Company (LLC), doing business as (dba) A&A Health Services, San Pablo, duly qualified to conduct business in the State of California, whose principal place of business is 3201 Danville Boulevard, Suite 265, Alamo, California 94507, and whose Agent for Service of Process is Beata Dominici, 3201 Danville Boulevard, Suite 265, Alamo, California 94507, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain Contractor to provide long-term, twenty-four (24) hour programs and facilities for adults with severe mental illness (hereinafter referred to as "Client" or "Clients") on an "as requested" basis for the County's Health and Human Services Agency (HHSA), Behavioral Health Division (BHD);

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor shall furnish a facility licensed by the California Department of Social Services (CDSS), Community Care Licensing Division as an Adult Residential Facility (ARF) in accordance with California Health and Safety Code Sections 1530 through 1539. Contractor shall provide the qualified personnel and services necessary to provide long-term, twenty-four (24) hour programs that meets the needs of eligible Clients on an "as requested" basis for HHSA BHD. Such services shall be provided in accordance with California Code of Regulations (CCR) Title 22, Division 6, Chapter 6. Contractor agrees that services provided shall be in accordance with all governing regulations, or requirements herein this Agreement or as may be amended during the term of this Agreement.

By signing this Agreement, Contractor acknowledges that, as a sub-recipient of state funding, Contractor is obligated to adhere to all terms and conditions in effect at the time services are provided, as defined in the Agreement between County and California Department of Health Care Services, including "Performance Agreement," available at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>, or as may be amended or replaced, and incorporated by reference herein.

A. Contractor Responsibilities:

1. Admissions:
 - a. Clients must be referred by HHSA BHD, or by the County Public Guardian Office for Clients with a Lanterman-Petris-Short (LPS) Conservatorship.
 - b. Contractor may accept non-ambulatory Clients and Clients who require catheter care, oxygen support, diabetic care, injections or assistance completing the Activities of Daily Living.
2. Discharges: Contractor shall collaborate with County in pre-discharge and discharge planning. If Contractor's treatment team determines that a County Client has exceeded Contractor's level of care or that the facility is no longer an appropriate placement for the Client, Contractor shall immediately notify HHSA BHD and work with Client's assigned treatment team to ensure proper discharge. Client will be discharged by HHSA BHD within thirty (30) days of receiving notice from Contractor. During this 30-day period, County will only be obligated to pay for the days Client is still placed at Contractor's facility; County's obligation to pay Contractor for the Client's bed shall cease upon discharge of the Client.
3. Program Services: ARF services to be provided by Contractor under this Agreement are described in Exhibit A marked "Scope of Work," incorporated herein and made by reference a part hereof.
4. Reporting Requirements: Contractor shall provide the Client's Mental Health Case Manager and Deputy Public Guardian with quarterly progress reports summarizing the Client's overall status. Quarterly reports must be received within forty-five (45) days after the completion of each quarter, unless the quarterly report is needed by Public Guardian for court purposes. In such cases, the quarterly report will be provided within fifteen (15) days of request. The quarters are defined as January through March, April through June, July through September, and October through December.
5. Role of Client's Conservator: In the event Client is conserved, Conservator shall have the power, if specified in the court order, to approve the care, maintenance and support of the Conservatee, to require the Conservatee to receive mental health and medical treatment related to remedying the recurrence of the Conservatee being gravely disabled, including the administration of medication. The Conservator shall have such general powers as provided by law together with the powers set forth in Section 5358 of the California Welfare and Institutions Code (WIC) to place Conservatee in the least restrictive residential placement available and necessary to achieve the purpose of treatment. This section shall not supersede any powers assigned to the Conservator or maintained by the Conservatee by court order.
6. Notification of Events:
 - a. Staff Vacancies: If staff vacancies occur that would reduce the Contractor's ability to perform any of the services included herein, Contractor shall notify County Contract Administrator within fourteen (14) days. The notification shall be in writing, to include electronic communication, and include a Plan of Action to ensure sufficient staff coverage during the time vacancy is in effect.

- b. Occurrences of a Serious Nature: Contractor shall notify County Contract Administrator in writing, to include electronic communication, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature. For the purpose of this Agreement, an occurrence of a serious nature shall include, but is not be limited to, accidents, injuries, acts of negligence, acts that are reportable to a governing body, hospitalizations, any event that impacts delivery of services to Client(s), events that are usually or reasonably preventable and of a nature such that the risk impacts the provision of services and/or this Agreement for Services, or loss or damage to any County property in possession of Contractor.
- c. Contractor shall notify County Contract Administrator within twenty-four (24) hours when a Client is transferred off site to an acute care hospital for medical treatment. This notification shall be in writing, to include electronic notification. Notifications shall be sent in an encrypted email to LPS-Referrals@edcgov.us.
- d. Notification of Death:
 - i. Contractor shall notify County Contract Administrator immediately by telephone at (530) 621-6290 upon becoming aware of the death of any Client served under this Agreement due to any cause. The Contractor shall follow up with a written Notification of Death report emailed to bh-qaur@edcgov.us or hand-delivered within twenty-four (24) hours of the telephone notification.
 - ii. Notification Content: The Notification of Death shall contain the name and birth date of the deceased, the date and time of death, the circumstances and cause, if known, of the death, and the name(s) of Contractor's officers or employees with knowledge of the incident.

B. County Responsibilities:

- 1. Client Eligibility: Clients served under this Agreement will be between the age of eighteen (18) and sixty-four (64) years old, and eligible for mental health services in conformance with all applicable federal and state statutes. A subset of clients may be age sixty-five (65) or over based on Contractor's discretion.
- 2. Admissions:
 - a. County shall document all referrals of Clients by completing Exhibit B marked "HHSA Placement Form," incorporated herein and made by reference a part hereof, and will submit the form(s) to Contractor. Exhibit B may be updated to align with current HHSA BHD procedures throughout the term of this Agreement without requiring an amendment.
 - b. County shall send Contractor copies of Client's benefits and insurance information prior to admission. Clients should arrive to Contractor's facility with two (2) weeks of medication, Physicians Report (LIC602A), and results of a tuberculosis test completed within six (6) months of the date of admission.
- 3. Bed Holds: County will provide a Bed Hold Authorization form, attached hereto as Exhibit C marked "Bed Hold Authorization," incorporated herein and made by reference a part hereof, each time the County requires a Client to be absent from the Contractor's facility and requires that a bed be kept available for their return.
- 4. Discharges: County will endeavor to provide two (2) weeks-notice prior to Client discharge to ensure all supporting documentation is prepared in a timely manner with a safe medical, psychiatric, and therapeutic transition plan.
- 5. Retroactive Authorization: County may provide retroactive authorization for services outlined in the Agreement, or as amended, or waive any required authorization(s) for

services when special circumstances exist as determined by County Contract Administrator, HHSA Director and the Agency Chief Financial Officer, or their designees, and will provide written notice of this determination to Contractor (if applicable) in accordance with the Article titled "Notice to Parties".

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of September 1, 2025 through August 31, 2028.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, Scope of Services. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of invoice(s) identifying services rendered.

- A. Rates: For the purposes of this Agreement, the billing rate shall be as defined in Exhibit D marked "Rates Schedule," incorporated herein and made by reference a part hereof.

Rate change requests are subject to written approval by the County Contract Administrator or designee. Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Contractor's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or
5. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties." In no event shall the maximum obligation of the Agreement be exceeded.

- B. Residential Share of Cost: For Clients who receive Social Security Income (SSI) benefits, or have sufficient alternative income, Client/Client's payee is required to pay the current monthly SSI/State Supplement Payment (SSP) Non-Medical Out-of-Home Care published rate. Partial months shall be prorated by Client's length of stay at a daily rate not to exceed SSI/SSP benefit.

For Clients who do not receive SSI benefits or have insufficient income to pay their residential share of cost, County will pay the full amount of the current rate identified in Exhibit D per month, including the Personal and Incidental Needs Allowance, until the Client begins to receive SSI benefits or income from an alternative source. At that time, the responsibility for this additional payment will return to the Client/Client's payee. Should retroactive SSI benefits or other income be received by Contractor on behalf of Client for any period during which County paid this residential share of cost, County will be reimbursed by Contractor for such payments.

- C. Bed Holds: Holding a bed while a Client is absent from the facility shall require written authorization by the County Contract Administrator in the form of a completed Exhibit C. Bed holds shall be paid in accordance with Exhibit D. In the event a bed hold exceeds seven (7) days, further authorization requires the approval of the County Contract Administrator, Behavioral Health Director, or their designees.
- D. Invoices: It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Health and Human Services Agency (HHSA) invoice template linked online at <https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources>, and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<u>BHinvoice@edcgov.us</u> Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location or email as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. The County will not accept nor pay any supplemental invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement that are received by County after July 31st of the subsequent fiscal year, unless Contractor requests an exception. Requests for exceptions to pay an invoice received after July 31st of the subsequent year must be submitted in writing, to include electronic communication, and approved by the Health and Human Services Agency's Chief Fiscal Officer in his/her sole discretion.

In the event that Contractor fails to deliver, in the format specified, the deliverables and reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

- E. Other Fiscal Provisions: County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the HHSA Director or designee pursuant to written notice, issued in accordance with the Article titled "Notice to Parties."

County will perform eligibility and financial determinations, in accordance with State Department of Mental Health Uniform Method of Determining Ability to Pay, for all clients. (NOTE: Authority WIC Sections 5709 and 5710 and Title 9 CCR Section 524.)

- F. Client Billing: Contractor shall not submit a claim to, demand or otherwise collect reimbursement from the Client, or persons acting on behalf of the Client, for any specialty mental health or related administrative services provided under this Agreement except to collect other health insurance coverage, share of cost and co-payments. Contractor shall not hold Clients liable for debts as follows:
1. In the event that the County becomes insolvent;
 2. For costs of covered services for which the State does not pay the County;
 3. For costs of covered services for which the State or the County does not pay the Contractor;
 4. For costs of covered services provided under this or other contracts not authorized by County;
 5. For costs of covered services provided via referral or other arrangement not authorized by County; or
 6. For payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a Client with an emergency psychiatric condition.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$3,300,000, inclusive of all costs, taxes, and expenses.

ARTICLE V

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within thirty (30) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey or requested follow up compliance documentation within sixty (60) days may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, CCR, Section 11102.
- D. Contractor shall comply with Exhibit E, marked "Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit E upon request by County.

ARTICLE VII

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VIII

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County will provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination will be at the sole discretion of the County.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XI

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for County, Contractor shall execute Exhibit F, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

ARTICLE XIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

ARTICLE XIV

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Contractor shall not make any agreements or representations on the County's behalf.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the County's Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision; and
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following will be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of the Article titled "Conflict of Interest."

- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination, in accordance with the Article titled "Notice to Parties." If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.
- E. **Funding Unavailable:** County may terminate this Agreement immediately, without prior notice, at any time upon giving written notice to Contractor that County has been notified the grant/allocation funds from the State of California, federal government, or other entity, or any portion thereof, for the purposes of carrying out this Agreement, are not available, to County, including if distribution of such funds are suspended or delayed.

ARTICLE XVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County HHSA and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Contractor shall be addressed as follows:

A&A HEALTH SERVICES, SAN PABLO
3201 Danville Blvd, Suite 265
Alamo, CA 94507
ATTN: Chief Executive Officer, or successor
betty@alamoseniorliving.com

or to such other location or email as the Contractor directs.

ARTICLE XIX

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XX

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Contractor's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.

- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on Insurance Services Office (ISO) form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant/contractor, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of County.

ARTICLE XXII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit G, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXV

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVI

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVII

County Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVIII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Christianne Kernes, Deputy Director, Behavioral Health Division, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the

name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXI

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 visual symbol or signature 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 Sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXIV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

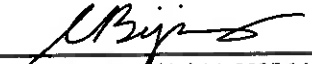
ARTICLE XXXV

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

ARTICLE XXXVI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
~~Christianne Kernes (Jul 14, 2025 14:55 PDT)~~
Christianne Kernes, LMFT
Deputy Director, Behavioral Health Division
Health & Human Services Agency

Dated: 07/14/2025

Requesting Department Head Concurrence:

By: 
~~Olivia Byron-Cooper (Jul 14, 2025 14:58 PDT)~~
Olivia Byron-Cooper, MPH
Director
Health & Human Services Agency

Dated: 07/14/2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8/19/2025
By: [Signature]
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 8/19/2025

-- A&A HEALTH SERVICES, LLC
doing business as
A&A HEALTH SERVICES, SAN PABLO--

By: [Signature]
Betty Dominici (Jul 19, 2025 18:04 PDT)
Beata Betty Dominici
Chief Executive Officer
"Contractor"

Dated: 07/19/2025

A&A Health Services, LLC doing business as A&A Health Services, San Pablo
Exhibit A
Scope of Work

A. Basic Services:

1. Contractor shall provide basic services and care and supervision in accordance with California Code of Regulations (CCR) Title 22 §85060 "Basic Services," §85065 "Personnel Requirements," §85065.5 "Day Staff-Client Ratio," and §85065.6 "Night Supervision". The Contractor shall comply with all service provisions for the operation of a licensed Adult Residential Facility including, but not limited to:
 - a. Preparing three (3) meals and three (3) nutritional snacks each day and, upon request, providing, via email, the County Client's (referred to hereinafter as "Clients" case manager or other Health and Human Services Agency (HHSA) Behavioral Health Division (BHD) staff with a calendar of meals and snacks.
 - b. Providing housekeeping and laundry.
 - c. Arranging daily activities and providing, via email, Client's case manager or other HHSA BHD staff with a monthly calendar of daily activities.
 - d. Assisting with medication and reporting, via email, medication non-compliance to Client's case manager, other designated HHSA BHD staff, and Client's conservator, if applicable.
 - e. Supporting Clients in scheduling and attending medical, dental, and other appointments, and providing advocacy as needed.
 - f. Transporting Clients to appointments as needed.
 - g. Providing close supervision and interaction with Clients who may require management of complex or challenging behavioral issues, reporting any concerns to Client's case manager and/or the HHSA BHD designated staff, and Client's conservator, if applicable; and developing and implementing behavior plans to decrease negative or aggressive behaviors.
 - h. Maintaining individual Client records in accordance with County and State requirements.
 - i. Participating in regularly scheduled and as-needed meetings with HHSA BHD's designated staff, Client's conservators, and/or other entities with whom the Clients is involved (e.g., Probation) to assess each Client's progress and ongoing needs.
2. Assessment:
 - a. *Functional Capabilities Assessment:* Prior to admission, and in accordance with Title 22 §85069.3 CCR, Contractor shall assess each Client's need for personal assistance and care by determining their functional capabilities. The completed Functional Capabilities Assessment shall be provided to HHSA upon request via email.
 - b. *Mental Health Intake Assessment:* Contractor shall ensure that a written intake assessment is prepared as required by Health and Safety Code §1562.6(a). The Mental Health Intake Assessment shall be conducted prior to admission and repeated annually thereafter. Completed Mental Health Intake Assessments shall be provided to HHSA upon request.
3. Needs and Services Plan: Contractor shall develop a Needs and Services Plan, in accordance with CCR §85068.2, for each Client prior to admission. The Needs and Services Plan shall be updated as frequently as necessary to ensure its accuracy, and at a minimum shall be updated annually. The Needs and Services Plan shall be provided to HHSA upon request.
4. Physical Environment: Contractor agrees to comply with the facility requirements set forth in CCR Title 22 §85087-85088.

B. Enhanced Services

1. Supplemental Residential Care Services: Supplemental Residential Care Services, hereinafter referred to as “Enhanced Services,” shall be provided in accordance with CCR Title 9 §549. The timing, frequency and duration of the different types of services provided to each Client will depend on the acuity and individual needs of the Client. The Enhanced Services provided by Contractor includes, but is not limited to, the following:
 - a. Cognitive Behavioral Therapy Groups
 - b. Dialectical Behavioral Therapy Groups
 - c. Anger Management Groups
 - d. Alcoholics Anonymous Groups
 - e. Narcotics Anonymous Groups
 - f. Communication and Interpersonal Skills Education
 - g. Money Management Education
 - h. Personal Care and Domestic Task Education
 - i. Goal Setting & Planning Education

C. Service Location and Hours of Operation:

Facility Name & Address	Number of Beds	Hours of Operation
<i>A&A Health Services, San Pablo</i> 13956 San Pablo Avenue San Pablo, CA 94806	225	24 hours per day, 7 days per week

- D. Program Description:** Contractor takes a four-pronged approach to care, incorporating evidence-based therapeutic modalities. Clients are empowered to determine their own pace as they progress through our program. Clients are consistently supported in their recovery through our strengths-based, person-centered approach.

1. Target Population: Contractor primarily services individuals who have been homeless, institutionalized or incarcerated, and who often have multiple complex conditions relating to physical health, mental health, and substance use. Contractor serves a very diverse group of justice-involved Clients, including high acuity clients eligible for diversion as well as lower-level offenders.
2. Admissions: Contractor shall primarily admit County residents directly from acute care and jail but may admit from community settings when appropriate. Contractor can admit Clients twenty-four (24) hours a day, seven (7) days a week from acute care, Institute for Mental Disease facilities and forensic facilities. Individuals admitted to Contractor’s facility may have medical problems or physical impairments that may require the use of a wheelchair, walker, or cane; admitted individuals may also have vision loss, hearing loss or speech impairment. Length of stay may vary for each Client and is determined by the Client’s individual assessment. There is no minimum or maximum term length of stay.
3. Contractor provides the following services on-site:
 - a. Medication Management
 - b. Psychiatric Support Services (via service partner)
 - c. Support for non-ambulatory Clients (walkers and wheelchairs)
 - d. Catheter care
 - e. Oxygen support

- f. Diabetic care
- g. Injections
- h. Assistance with Activities of Daily Living

A&A Health Services, LLC doing business as A&A Health Services, San Pablo
Exhibit B
HHSA Placement Form



**HEALTH AND HUMAN
SERVICES AGENCY**
EL DORADO COUNTY
Transforming Lives and Improving Futures

Date Began _____
Date Needed By: _____

El Dorado County - HHSA Placement Form- Routing Form

Client Name: _____

Current Placement: _____

Proposed Placement: _____

MH Contact: _____

PG Contact: _____

Chain of Custody			
Date	Completed by	Forwarded to:	Comments/Location

Final Disposition - Date Returned to Placement Committee

Completed
Name : _____ Signature: _____ Date: _____

This Evidence Chain-of-Custody form is to be retained and scanned into Client's file upon completion.



**HEALTH AND HUMAN
SERVICES AGENCY**
EL DORADO COUNTY
Transforming Lives and Improving Futures

El Dorado County - HHSA Placement Form

Client Information	
Client Name	
Avatar MRN	
Client Status:	☐ New ☒ Open O/P ☐ Re-register ☐ PHF Referral
Insurance/Benefits Information	
☐ MediCal #:	
☐ Medicare #:	Other:
Placement Information	
Current Placement:	☐ 30 Day Notice Notice Date:
Proposed Placement:	
Proposed Move Date:	
Reason For Move:	
Plan For Moving Client Medications and/or Belongings:	

Placement Authorization	
Placement Start Date:	
Placement End Date:	

Mental Health Approval:		Date:
Public Guardian Approval		Date:

Confidential

Page 1

Transforming Lives and Improving Futures

2 of 2

A&A Health Services, LLC doing business as A&A Health Services, San Pablo
Exhibit C
Bed Hold Authorization

County of El Dorado
Health and Human Services Agency
Behavioral Health Division

Resident: _____

Reason for Absence from Facility:

I, _____, authorized representative for County of El Dorado Health and Human Services Agency, Behavioral Health Division do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Authorized Representative

Public Guardian / Payee:

Resident: _____

Reason for Absence from Facility:

I, _____, do hereby authorize Contractor to hold the bed of the resident noted above while he/she is away from the facility. Holding the bed is guaranteeing the board and care payment to Contractor for the duration of the client's absence or until notice of discharge.

By: _____ Dated: _____
Public Guardian / Payee

A&A Health Services, LLC doing business as A&A Health Services, San Pablo
Exhibit D
Rates Schedule

Facility Name and Address	Board & Care Rate (monthly)	Supplemental/Patch Rate (daily)
A&A Health Services, San Pablo 13956 San Pablo Avenue San Pablo, CA 94806	Social Security (SSI)/State Supplementary Payment (SSP) Non-Medical Out-of- Home Care (NMOHC) Published Rate	\$235

Board & Care Rate: Residential board and care shall be paid at the SSI/SSP NMOHC published rate effective at the time services were provided. The annual SSI/SSP NMOHC published rate becomes effective each January 1st and is available at <https://www.cdss.ca.gov/inforesources/community-care-licensing/policy/provider-information-notices/adult-senior-care>.

Bed Hold Rate: Bed Holds shall be paid at a daily rate of \$100.00.

A&A Health Services, LLC doing business as A&A Health Services, San Pablo

Exhibit E

Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, sexual orientation, gender identity, genetic information, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

07/19/2025

Date


Betty Dominici (Jul 19, 2025 18:04 PDT)
Contractor Signature

3201 Danville Blvd Alamo Ca 94506

Address of Contractor

A&A Health Services, LLC doing business as A&A Health Services, San Pablo
Exhibit F
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

R E C I T A L S

WHEREAS, County and Contractor (hereinafter referred to as Business Associate ("BA")) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH" Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws as may be amended from time to time;

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

WHEREAS, "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 § 164.202(g);

WHEREAS, "Breach" shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, "Unsecured PHI" shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - 2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - 3. Disclose PHI as necessary for BA's operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 - 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
 - A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
 - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
 - A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

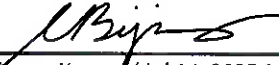
Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Approval and Signatures

By: 
Betty Dominici (Jul 19, 2025 18:04 PDT)
Beata Betty Dominici
Chief Executive Officer
A&A Health Services, LLC dba A&A Health Services, San Pablo
"BA Representative"

Dated: 07/19/2025

By: 
Christianne Kernes (Jul 14, 2025 14:55 PDT)
Christianne Kernes
Deputy Director, Behavioral Health Division
El Dorado County Health and Human Services Agency (HHSA)
"HHSA Representative"

Dated: 07/14/2025

A&A Health Services, LLC doing business as A&A Health Services, San Pablo

**Exhibit G
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) 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. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

If no, please type N/A. **No**

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

If no, please type N/A. **No**

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

07/19/2025

Date

07/17/2025

Type or write name of company



Betty Dominici (Jul 19, 2025 18:04 PDT)

Signature of authorized individual

Betty Dominici

Type or write name of authorized individual

CHIEF ADMINISTRATIVE OFFICE
Procurement and Contracts Division

Date Received

NON-COMPETITIVE PURCHASE REQUEST JUSTIFICATION

Required for all (non-emergency) sole source acquisitions in excess of \$5,000.00 and sole source service requests in excess of \$100,000.00.

This justification document consists of three (3) pages. All information must be provided and all questions must be answered. **Department Head approval is required.**

Requesting Department Information

Department:	Org Code:	
53-Behavioral Health	5320	
Contact Name:	Subobject:	User Code:
Caitlin Stahl		
Telephone:	Fax:	
530-621-6347		

Required Supplier / Vendor Information

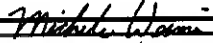
Vendor / Supplier Name:	Vendor / Supplier Address:
A&A Health Services, LLC dba A&A Health Services San Pablo	3201 Danville Blvd, Suite 265, Alamo, CA 94507
Contact Name:	
Angela Leys	
Estimated Purchase Price/Contract Amount:	Vendor / Supplier Email Address:
\$3,300,000	angela@aaahealthservices.com
Telephone:	Fax:
415-599-9033	

Provide a brief description of the request, including all goods and/or services the vendor/supplier will provide and supporting exemption reference from Board Policy C-17 - Procurement Policy:

A&A Health Services, San Pablo (AAHS) is a licensed 225-bed Adult Residential Facility (ARF) located in Contra Costa County. AAHS provides long-term residential placements for individuals in need of supportive mental health services, primarily serving individuals who have been homeless, institutionalized or incarcerated. AAHS serves a diverse group of justice-involved clients, including high acuity clients eligible for diversion as well as lower-level offenders.

Applicable exemption is Policy C-17 3.4(2f) "the procurement is for services where the continuity of providers will provide efficiency or critical knowledge, and other providers of the services cannot provide similar efficiencies or critical knowledge." These services are currently being provided by AAHS under Agreement #6416. As such, BHD clients are currently engaged in services with AAHS. Disruption of continuity of care can have a detrimental impact on client care and recovery.

Department Head: 
Signature: Olivia Byron-Cooper (Jun 5, 2025 10:22 PDT)

Purchasing Agent: 
Signature: Michele Weimer (Jun 5, 2025 15:30 PDT)

Board of Supervisors:

Date:

Item: 25-1049

P&C Assignment:

Assigned To:

Date:

A. The good/service requested is restricted to one supplier for the reason stated below:

1. Why is the acquisition restricted to this goods/services supplier? (Explain why the acquisition cannot be competitively sourced. Explain how the supplier is the only source for the acquisition.)

The Health and Human Services Agency (HHS), Behavioral Health Division (BHD) contracts with as many qualified vendors, within a reasonable proximity, as possible to provide the highest level of residential psychiatric care to Medi-Cal beneficiaries residing in El Dorado County. This includes licensed ARFs for adults with serious mental illness (SMI). Because the need for these services far outweighs the availability of beds, qualified vendors are not anticipated to respond to any competitive solicitation released by BHD. BHD also seeks to renew this contract in order to maintain client/clinician continuity of care.

2. Provide the background of events leading to this acquisition.

On behalf of the County, HHS BHD contracts with the State as the Medi-Cal Mental Health Plan (MHP). As the MHP, per Welfare and Institutions Code (WIC) Section 5600 et seq., 14000 et seq., and 17000 et seq, HHS BHD has an obligation to provide eligible County residents with mental health services, including long-term, residential facility placements when clinically appropriate. Because specialty skills not expressly identified in County classifications are required for the performance of this work, and the County does not have the staff or facilities to provide residential mental health services, BHD has been contracting with AAHS for the provision of such services since 2022.

3. Describe the uniqueness of the acquisition. (Why was the goods/services supplier chosen?)

HHS BHD seeks to contract with as many qualified vendors, within a reasonable proximity, as possible in order to ensure capacity and availability of such services on an "as requested" basis. AAHS is located in Contra Costa County in the bay area, a reasonable driving distance from El Dorado County. Importantly, this facility expressly accepts Clients from jail and other forensic settings, which most contracted providers do not.

4. What are the consequences of not purchasing the goods/services or contracting with the proposed supplier?

If the County chooses not to contract with AAHS, the County will have diminished capacity to step eligible clients down from higher, more expensive levels of care. As a result, clients served by BHD who are clinically ready to step down from acute or forensic settings often remain in placements longer than necessary due to the lack of a suitable step-down facility.

5. What market research was conducted to substantiate no competition, including the evaluation of other items or service providers? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The name and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

HHSA BHD seeks to contract with all qualified residential providers within a reasonable proximity to ensure it has the capacity to meet its obligations as the MHP.

B. Price Analysis:

1. How was the price offered determined to be fair and reasonable? (Explain what basis was used for comparison and include cost analysis as applicable.)

Because this service is an entitlement for Medi-Cal beneficiaries, cost analysis has not been completed. This is due to the MHP's need to have residential treatment facilities available for the timely placement of eligible clients.

2. Describe any cost savings or avoidance realized (one-time or ongoing) by acquiring the goods/services from this supplier.

Contracting with AAHS will reduce County costs by providing an opportunity for BHD clients that have been unable to be discharged from higher, more expensive levels of care due to the lack of an appropriate facility, to step down. Additionally, each time a beneficiary with SMI returns to acute inpatient care, incarceration or homelessness, County costs rise. AAHS will save costs by providing the supportive living environment BHD clients coming out of acute, inpatient settings require in order to successfully move towards community living.

