

COUNTY OF SANTA CRUZ
AMENDMENT NO. 1 TO CONTRACT

The parties hereto desire to amend that certain Contract No. 24H0101 dated November 8, 2023 ("Contract"), by and between the County of Santa Cruz through the Health Services Agency ("COUNTY") and Castlewood West, LLC dba Alsana ("CONTRACTOR") in the manner described below.

BACKGROUND/PURPOSE OF AMENDMENT:

To include two new services offered by CONTRACTOR. CONTRACTOR is now able to provide eating disorder services to children and virtual services.

NOW THEREFORE, the Parties mutually agree as follows:

1. Exhibit A is hereby amended to read as follows:

Delete existing Exhibit A and replace with attached Amended Exhibit A.

2. Exhibit B is hereby amended to read as follows:

Delete existing Exhibit B and replace with attached Amended Exhibit B.

3. Except as modified herein, the Contract shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the Contract, the provisions of this Amendment shall govern.

[Signatures on Following Page]

CONTRACTOR

Signed by:
By: Jordan Watson
86AE8E6F20B5489...
Jordan Watson
CEO

Date: 6/3/2025

COUNTY OF SANTA CRUZ

By: _____
Director of Health Services or Designee
Health Services Agency

Date: _____

APPROVED AS TO FORM

Signed by:
By: John Ng
F0F0FD189D704BF...
Office of the County Counsel

Date: 6/2/2025

APPROVED AS TO INSURANCE

Signed by:
By: Gina Borasi
E4EAD65BA53B4DB...
Risk Management

Date: 6/2/2025

Contractor: Castlewood West, LLC dba Alsana

Contract No.: 0101

COUNTY OF SANTA CRUZ

AMENDED EXHIBIT A – Scope of Services

CONTRACTOR agrees to and will exercise special skill to accomplish the following results:

1. DUTIES. Upon COUNTY's written request, CONTRACTOR agrees to and will provide specialized eating disorder services including residential treatment services (RTC), a partial hospitalization program (PHP), and an intensive outpatient program (IOP) at the following locations:

Castlewood West RTC
213 Seventeen Mile Drive
Pacific Grove, CA 93950

Castlewood West PHP/IOP
10 Harris Court, Building C, Suite 6
Monterey, CA 93940

Alsana West, PHP/IOP
31248 Oak Crest Dr., Suite 220
Westlake Village, CA 91361

COUNTY'S written request to provide said services shall include name of client, type of service, requested length of stay, and approval signature of the applicable COUNTY Branch Director, or designee. Services are summarized below:

A. Eating Disorder RTC

- (a) Target population
 - i. Adults 18 years of age and older
- (b) Individualized therapy
 - i. Personal weekly session with facility psychiatrist
 - ii. Individual sessions four times each with their primary therapist (for the first month of treatment)
 - iii. One individual meeting weekly with an eating disorder dietician
 - iv. Additional intervention for co-occurring disorders such as anxiety, depression, obsessive-compulsive disorder (OCD), and post-traumatic stress disorder (PTSD)
- (c) Nutrition components
 - i. Ongoing group nutrition education

Contractor: Castlewood West, LLC dba Alsana

Contract No.: 0101

- ii. Three staff-monitored meals daily with after-meal therapeutic discussion to process and promote healthy eating behaviors
 - iii. Personalized meal plans including snacks
 - iv. Compliance monitoring (food access is completely restricted and secured)
 - v. Individual sessions and consults with primary dietician
- (d) Group therapy and support
 - i. Daily group therapy in small groups and larger special-topic sessions
 - ii. Built in support from peer groups with similar issues and problems
- (e) Health and wellbeing monitoring
 - i. Weight is carefully monitored and tracked once each day
 - ii. Vital signs are taken at least daily
 - iii. Labs are drawn weekly, and monitored by CONTRACTOR's nursing staff and CONTRACTOR's Medical Director
 - iv. Gradual increase in independence as healthy skills and coping mechanisms become stronger (this signals readiness for moving to other levels of care)
- (f) Other important support services
 - i. Weekend outings with healthy eating components
 - ii. Family support therapy
 - iii. Family visiting opportunities at specified times
 - iv. 12-step groups available as needed in the local community
 - v. Relapse prevention plan development and practice
 - vi. Continuum of care to allow for increase in autonomy
 - vii. Alumni Program
- (g) Nutrition Education and Meal Processing
 - i. CONTRACTOR's residential eating disorder treatment center's nutrition program to be staffed by licensed dietitians.

B. Eating Disorder PHP (services may be delivered in person or virtually)

- (a) Target population
 - i. Adults 18 years of age and older
 - ii. Youth 12-17 years of age
- (b) PHP Programming - Therapy modalities include:
 - i. 2 Individual or 1 individual and 1 supportive session with a primary therapist provided by CONTRACTOR
 - ii. One weekly session with CONTRACTOR's staff psychiatrist
 - iii. One weekly session with CONTRACTOR's licensed dietitian
 - iv. One weekly session with CONTRACTOR's nurse
 - v. Cooperative planning with CONTRACTOR's staff dietitian to develop meal and exercise plans
 - vi. Life skills coaching
 - vii. Exposure and Response Prevention therapy
 - viii. Continued peer support with others in PHP

Contractor: Castlewood West, LLC dba Alsana

Contract No.: 0101

- ix. Six hours of group therapy each day (at CONTRACTOR's Ryan Ranch facility in Monterey, California)
- x. Decreased monitoring to provide true opportunities for independence, responsibility and accountability
- xi. One to two meals a day are CONTRACTOR staff-supported
- xii. Post-meal processing with CONTRACTOR staff
- xiii. Continued relapse skill planning and practice in conjunction with a primary therapist provided by CONTRACTOR
- xiv. Family therapy, in preparation for returning home

(c) Additional Services for in-person clients– Housing and Transportation

- i. Housing: Unsupervised housing is available for clients in the PHP. Client will live with roommates in a two-bedroom apartment. The community is encouraged to support each other in recovery minded behavior and hosts a potluck once per week.
- ii. Transportation: To ensure client is able to receive the PHP level care, transportation is made available by CONTRACTOR to the client to/from client's apartment complex to/from the PHP.

(d) Age ranges will be separated by age range for both Adolescent and Adult

C. Eating Disorder IOP (services may be delivered in person or virtually)

(a) Target population

- i. Adults 18 years of age and older
- ii. Youth 12-17 years of age

(b) Eating disorder intensive outpatient program includes:

- i. 20 hours of group therapy each week
- ii. Small therapeutic groups chosen to provide the best mutual support at this level of recovery
- iii. Every other week individual sessions with eating disorder specialized dietitians
- iv. 2 weekly individual therapy sessions
- v. Up to five fully supervised meals, each with post-meal support as needed
- vi. Continued development and active use of relapse skills

(c) Therapy techniques used in individual and group treatment sessions, include cognitive behavior therapy (CBT), dialectical behavior therapy (DBT), exposure/response prevention therapy, internal family systems therapy, creative movement, art therapy, and life-coaching.

(d) At this level of care, some clients still require help with other issues. To meet these needs the following are also offered:

- i. Continued family and relationship support (including marital issues)
- ii. Continued coping skill development for anxiety, OCD, depression
- iii. Continued trauma processing and trauma resolution therapy

(e) Additional Services for in-person clients - Housing

Contractor: Castlewood West, LLC dba Alsana

Contract No.: 0101

- i. Unsupervised housing is available for clients in the IOP. Client will live with roommates in a two-bedroom apartment. The community is encouraged to support each other in recovery minded behavior and hosts a potluck once per week.
 - (f) Transportation is not provided at IOP level of care. Client shall provide their own transportation.
 - (g) Age ranges will be separated by age range for both Adolescent and Adult
- 2. REPORTING RESPONSIBILITIES AND COLLABORATION: Clinical report shall be provided on a weekly basis to the COUNTY Director of Psychiatry, Adult Services Director, Children's Services Director or designee for the purposes of monitoring consumer progress, benefit, and appropriateness of level of placement.

**** END OF EXHIBIT A ****

COUNTY OF SANTA CRUZ**AMENDED EXHIBIT B – Budget, Fiscal and Payment Provisions****1. Compensation**

- A. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR in arrears based on a negotiated rate per day per client. This compensation includes any and all reimbursements due to CONTRACTOR for duties performed pursuant to this Agreement as requested by COUNTY including without limitation reimbursement for materials needed to perform these services.
- B. COUNTY will pay CONTRACTOR for services provided in accordance with the following rate schedule for COUNTY approved clients/services:

	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Residential Daily Rate per client served:	\$1,555.00	\$1,715.00	\$1,890.00	\$2,005.00
PHP Daily Rates per client served:				
Daily Programming Rate	\$1,110.00	\$1,214.00	\$1,263.00	\$1,314.00
Daily Housing Rate	\$45.00	\$45.00	\$45.00	\$45.00
Total PHP Daily Rate	\$1,155.00	\$1,259.00	\$1,308.00	\$1,359.00
IOP Daily Rates per client served:				
Daily Programming Rate	\$630.00	\$690.00	\$733.00	\$762.00
Daily Housing Rate	\$45.00	\$45.00	\$45.00	\$45.00
Total IOP Daily Rate:	\$675.00	\$735.00	\$778.00	\$807.00

- C. PHP and IOP Services delivered in a virtual format will exclude the Daily Housing Rate

2. Payment Terms

CONTRACTOR will invoice in the format and in the manner required by COUNTY. Invoices at a minimum will include the following: invoice date, invoice number, remit to address including vendor name, agreement number, date(s) of service (if applicable), description of services rendered, and total due. COUNTY will pay

For internal use only. Revisions may be made to address account code changes and/or typographical errors.										
Suffix	01									
GL Key	363149									
GL Obj	62367									
JL Key	H48008									
Total Amount	N/A									

CONTRACTOR within thirty (30) calendar days of receipt of an invoice approved by COUNTY.

Remit all invoices to: MHInvoices@santacruzcountyca.gov

3. Cost Report

CONTRACTOR agrees to submit a detailed cost report in a format prescribed by COUNTY no later than sixty (60) days from the date of termination of this Agreement, or at the end of each COUNTY fiscal year (June 30), whichever occurs first. This report shall be subject to audit by appropriate Federal, State, and County audit agencies as described in provisions of Exhibit C.

4. Settlements

At the time when CONTRACTOR submits a cost report required by Section Three of this Exhibit, CONTRACTOR shall reconcile all amounts earned under this Agreement and CONTRACTOR shall submit a claim for any amounts due from COUNTY or CONTRACTOR shall submit a check to COUNTY reimbursing COUNTY for any unearned amounts.

5. Budget Control

Budget modification(s) may be requested in writing by CONTRACTOR to COUNTY and are subject to prior review and written approval by COUNTY. Any change to the compensation total, if applicable, shall require a contract amendment and may be subject to COUNTY Board of Supervisor approval.

**** END OF EXHIBIT B ****

Certificate Of Completion

Envelope Id: 6E6271D7-42C3-4D5B-A86F-078E594457F8

Status: Sent

Subject: Amendment 24H0101 (25-1674) 6/24/2025 BOS

Source Envelope:

Document Pages: 8

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

HSA Admin Processing

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

hsa.adminprocessing@santacruzcountyca.gov

IP Address: 98.248.204.6

Record Tracking

Status: Original

Holder: HSA Admin Processing

Location: DocuSign

5/30/2025 11:35:33 AM

hsa.adminprocessing@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

F0F6FD189D784BF...

Timestamp

Sent: 5/30/2025 11:38:24 AM

Viewed: 6/2/2025 7:30:19 AM

Signed: 6/2/2025 7:39:30 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 76.126.28.101

Electronic Record and Signature Disclosure:

Accepted: 6/12/2024 8:53:19 AM

ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

E4EADC5BA53B4DB...

Sent: 6/2/2025 7:39:31 AM

Viewed: 6/2/2025 11:31:42 AM

Signed: 6/2/2025 11:32:00 AM

Signature Adoption: Pre-selected Style
Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

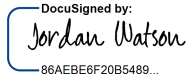
ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Jordan Watson

Jordan.Watson@alsana.com

Chief Growth Officer

Security Level: Email, Account Authentication (None)

DocuSigned by:

86AEBE6F20B5489...

Sent: 6/2/2025 11:32:01 AM

Resent: 6/3/2025 9:50:18 AM

Resent: 6/3/2025 10:06:12 AM

Resent: 6/3/2025 10:07:46 AM

Viewed: 6/3/2025 10:08:05 AM

Signed: 6/3/2025 10:09:39 AM

Signature Adoption: Pre-selected Style
Using IP Address: 104.172.183.168

Electronic Record and Signature Disclosure:

Accepted: 6/3/2025 10:07:05 AM

ID: 3c79fb25-9c7f-40c1-9abb-251c0c11b76f

Jennifer Herrera

Jennifer.Herrera@santacruzcountyca.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/15/2022 11:53:09 AM

ID: adfbf871-ce91-4e73-80d4-0f78b849cdb5

Signer Events	Signature	Timestamp
CBD eSignature cbd.esignature@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/20/2024 3:08:48 PM ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Maite Arce Maite.Arce@santacruzcountyca.gov Associate Analyst County of Santa Cruz Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/29/2022 4:56:31 PM ID: 70c46901-390f-4f85-835d-95aea61b72d1		Sent: 6/3/2025 10:09:41 AM
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
HSA ADMIN HSA.AdminProcessing@santacruzcountyCA.GOV Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/24/2024 2:34:11 PM ID: 00c89360-1e1f-479f-918e-15cefaa8da5a Michael McLay Michael.McLay@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/2/2025 3:23:19 PM ID: c651f9ca-c854-482b-9fe7-5f2004fbc627		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/30/2025 11:38:24 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		