

**AGREEMENT FOR SERVICES #4738  
AMENDMENT IV**

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**This Fourth Amendment** to that Agreement for Services #4738 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 Psynergy Programs, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 18225 Hale Avenue, Morgan Hill, California 95037; (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide residential treatment services at a licensed Adult Residential Facility for mentally ill adults identified as eligible for services (hereinafter referred to as "Client" or "Clients") on an "as requested" basis for the County of El Dorado Health and Human Services Agency, pursuant to Agreement for Services #4738, dated June 23, 2020, First Amendment to Agreement for Services #4738, dated June 16, 2021, Second Amendment to Agreement for Services #4738, dated April 5, 2022, and Third Amendment to Agreement for Services #4738, dated June 8, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update contract provisions and replace **Exhibit A**, marked "Scope of Work," with **Amended Exhibit A**, marked "Amended Scope of Work," and replace **Exhibit B**, marked "Complex Care Level of Service," with **Amended Exhibit B**, marked "Amended Complex Care Level of Service," incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2023, for one (1) additional year, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the Contractor address in Section G. Invoices/Remittances, and update the fee schedule for the extended term of the Agreement, adding **Amended Exhibit D**, marked "Amended Rates" incorporated herein and made by reference a part hereof amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$1,090,000, for a new not-to-exceed amount of \$2,040,000, amending **ARTICLE IV, Maximum Obligation**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update contract provision language in **ARTICLE XIV, Default, Termination, and Cancellation, ARTICLE XVII, Indemnity, ARTICLE XIX, Waiver, and ARTICLE XXIII, Conflict of Interest**, and add **Exhibit J**, marked “California Levine Act Statement” incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto desire to amend the Agreement to include updated contract provisions, hereby adding **ARTICLE XXXVI, Nondiscrimination, ARTICLE XXXVII, Executive Order N-6-22 – Russia Sanctions, ARTICLE XXXVIII, Force Majeure, ARTICLE XXXIX, Licenses, ARTICLE XL, Electronic Signatures, and ARTICLE XLI, California Forum and Law**;

**WHEREAS**, unless otherwise specified herein, the following terms and conditions of this of this Fourth Amendment to that Agreement #4738.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Provider mutually agree to amend the terms of the Agreement in this Fourth Amendment to Agreement on the following terms and conditions:

- 1) For the purposes of updating contracted services provisions, **Exhibit A**, is hereby replaced in its entirety with **Amended Exhibit A**, marked “Amended Scope of Work,” and **Exhibit B**, is hereby replaced in its entirety with **Amended Exhibit B**, marked “Amended Complex Care Level of Service,” incorporated herein and made by reference a part hereof.
- 2) **ARTICLE II, Term** is hereby amended to read as follows:

**ARTICLE II**

**Term:** This Agreement, as amended, shall become effective upon final execution by both parties hereto and shall cover the amended period of July 1, 2020, through June 30, 2024.

- 3) **ARTICLE III, Compensation for Services**, first paragraph of the Agreement, and Section G, titled “Invoices/Remittances” are hereby amended to read as follows:

**ARTICLE III**

**Compensation for Services:** The County is responsible for payment of residential services (the Day Rate). For Clients who receive Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) benefits, in accordance with Exhibit D, “Rate Sheet,” attached hereto, incorporated herein and made by reference a part hereof, or have sufficient alternative income, Client/Client’s payee may be required to pay a residential share of cost to Contractor. For Clients who do not receive SSI/SSDI benefits and do not have other income, County may be required to pay the residential share of cost until the Client begins to receive SSI/SSDI benefits or income from an alternative source. At that time, the responsibility for this

additional payment will return to the Client's payee. Should retroactive SSI/SSDI benefits or other income be received on behalf of Client for any period during which County paid this residential share of cost, County will be reimbursed for such payments, to the extent funds are available. County may provide retroactive authorization when special circumstances exist, as determined by the HHS Director, or designee.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until June 30, 2021, the billing rates shall be in accordance with **Exhibit D**, marked "Short Doyle Medi-Cal County Contract Rates- California Counties Fiscal Year 2020-2021 Medi-Cal Specialty Mental Health Services," incorporated herein and made by reference a part hereof.

For the period beginning July 1, 2021, and continuing until June 30, 2022, the billing rates shall be in accordance with **Exhibit D**, marked "Short Doyle Medi-Cal County Contract Rates- California Counties Fiscal Year 2022-2023 Medi-Cal Specialty Mental Health Services," incorporated herein and made by reference a part hereof.

For the period beginning July 1, 2022, and continuing until June 30, 2023, the billing rates shall be in accordance with **Exhibit D**, marked "Short Doyle Medi-Cal County Contract Rates- California Counties Fiscal Year 2022-2023 Medi-Cal Specialty Mental Health Services", incorporated herein and made by reference a part hereof.

For the period beginning July 1, 2023, and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with **Amended Exhibit D**, marked "Amended Rates," incorporated herein and made by reference a part hereof.

#### G. Invoices/Remittances

- 1) Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from the HHS Director or Director's designee granting an extension of the time to complete billing for services or expenses. 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. Invoices shall be submitted along with supporting medical records documentation as noted below, for review and authorization.
- 2) It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit F, attached hereto and incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

Invoices/Remittance shall be sent as follows, or as otherwise directed by County:

Email invoices to:	Mail remittance to:
<p data-bbox="467 275 753 302"><u>BHInvoice@edcgov.us</u></p> <p data-bbox="404 308 813 336">Please include in the subject line:</p> <p data-bbox="354 348 867 420">"Contract #, Service Month, Description / Program"</p>	<p data-bbox="1021 275 1317 302">Psynergy Programs, Inc.</p> <p data-bbox="943 308 1395 336">2433 Mariner Square Loop, Suite 208</p> <p data-bbox="1049 348 1287 375">Alameda CA 94501</p> <p data-bbox="1005 382 1333 409">Attn: Accounts Receivable</p>

For 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 itemized invoice(s) identifying services rendered.

In the event that Contractor fails to deliver the services, documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled "Default, Termination, and Cancellation". In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

- 4) **ARTICLE IV, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$2,040,000.

- 5) **ARTICLE XIV, Default, Termination, and Cancellation**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XIV**

**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.
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 Contractor, 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 shall 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. 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.

6) **ARTICLE XVII, Indemnity**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XVII**

**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.

- 7) **ARTICLE XIX, Waiver**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XIX**

**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.

- 8) **ARTICLE XXIII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXIII**

**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 Consultant 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 J, 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.

9) **ARTICLE XXXVI, Nondiscrimination**, is hereby added to read as follows:

**ARTICLE XXXVI**

**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, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 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 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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. 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 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, California Code of Regulations, Section 11102.
- D. Contractor shall comply with the Exhibit G, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," signed by Contractor on May 18, 2020, in the Agreement, incorporated by reference herein, and thus made a part hereof.

10) **ARTICLE XXXVII, Executive Order N-6-22 – Russia Sanctions**, is hereby added to read as follows:

**ARTICLE XXXVI**

**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 shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

11) **ARTICLE XXXVIII, Force Majeure**, is hereby added to read as follows:

**ARTICLE XXXVIII**

**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.



12) **ARTICLE XXXIX, Licenses**, is hereby added to read as follows:

**ARTICLE XXXIX**

**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.

13) **ARTICLE XL, Electronic Signatures**, is hereby added to read as follows:

**ARTICLE XL**

**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 §§ 1633.1 to 1633.17) as amended from time to time.

14) **ARTICLE XLI, California Forum and Law**, is hereby added to read as follows:

**ARTICLE XLI**

**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.


Except as herein amended, all other parts and sections of that Agreement #4738 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: *Danielle Bogan*  
Danielle Bogan (Apr 22, 2023 07:09 PDT)  
\_\_\_\_\_  
Danielle Bogan, LMFT  
Manager of Mental Health Programs  
Behavioral Health Division

Dated: 04/22/2023  
\_\_\_\_\_


**Requesting Department Head Concurrence:**

By:   
Olivia Byron-Cooper (Apr 22, 2023 15:05 PDT)  
Olivia Byron-Cooper, MPH  
Interim Director  
Health and Human Services Agency

Dated: 04/22/2023

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to that Agreement for Services #4738 on the dates indicated below.


**-- COUNTY OF EL DORADO --**

By: 

Dated: 5-16-23

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 5-16-23

-- PSYNERGY PROGRAMS, INC. --

By: *Arturo Uribe*  
Arturo Uribe  
President, CEO  
"Contractor"

Dated: 04/22/2023

By: *Jean Edwards*  
Jean Edwards  
Corporate Secretary

Dated: 04/22/2023

Psynergy Programs, Inc.  
Amended Exhibit A  
Amended Scope of Work

**I. Program/Project Overview:**

**Organization/Program Name:** Psynergy Programs, Inc.

**Contact Person & Information:**

Name: Arturo Uribe, LCSW, President / CEO  
Address: 18225 Hale Avenue, Morgan Hill, CA 95037  
Phone: 408-497-9186  
Fax: 408-762-7396  
Email: [amuribe@psynergy.org](mailto:amuribe@psynergy.org)

Head of Service and License Type:  
Arturo Uribe, LCSW

**Psynergy Residential Programs:**

Nueva Vista Adult Residential Facility (72 beds)  
18225 Hale Avenue, Morgan Hill CA 95037

Nueva Vista Sacramento (60 beds)  
4604 Roosevelt Avenue, Sacramento CA 95820

Cielo Vista Adult Residential Facility (40 beds)  
806 Elm Avenue, Greenfield CA 93927

Vista Esperanza RCFE (Residential Care Facility for the Elderly – 54 beds)  
5240 Jackson Street, North Highlands CA 95660

Vista de Robles, Adult Residential Facility (68 beds)  
9847 Folsom Blvd., Sacramento CA 95827

Vista de Robles Intensive Support Services Program (12 beds)  
9847 Folsom Blvd., Sacramento CA 95827

Tres Vista Apartments (6 beds)  
18217 Apts # (200, 210, 220 and 230)  
Hale Avenue, Morgan Hill CA 95037

**PROGRAM INTENT AND, GOALS AND DESCRIPTION OF SERVICES AND TREATMENT METHODS:**

**A. Program Intent and Goals:**

The CONTRACTOR will provide services to individuals diagnosed with Serious Mental Illness (SMI) and Serious Persistent Mental Illness (SPMI) whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain the individual in community settings. The goal is to assist individuals in IMD levels of care to step-down and transition back into the community with the support that has been demonstrated to be the most effective, using the Modified Therapeutic Community and Wellness and Recovery models.

**General Program Description:**

**Overview:**

The need to provide stable housing and effective clinical services for adults with severe mental illness remains a challenge for many county agencies. Psynergy Programs offers Adult Residential Facilities (ARF), Residential Care Facilities for the Elderly (RCFE) and specialty mental health outpatient clinics in close proximity to the client home. CONTRACTOR has demonstrated that providing reliable adult residential home care in combination with intensive outpatient mental health services can help individuals with mental illness avoid the unnecessary expense and emotional trauma often associated with incarceration and hospitalization. CONTRACTOR provides both residential services and mental health services to people with serious mental illnesses ages 18 and above. The program utilizes tenets of the Wellness and Recovery, Integrated Dual Diagnosis Treatment and Modified Therapeutic Community (MTC) treatment models, (Phase One, Two and Four).

CONTRACTOR's programs are an alternative to locked settings such as a State Hospital, Psychiatric Hospital, an Institute for Mental Disease (IMD), a Psychiatric Health Facility (PHF) and Jail. The intent and goal of CONTRACTOR's services is to improve everyone's quality of life, to help individuals gain the skills and ability necessary to stay out of locked hospital settings and to move into a less restrictive living arrangement in the community.

**A.1**

**RESIDENTIAL SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor provides Client Development Services to clientele residing in locked hospital settings. Prior to admission in Psynergy Programs, our Client Development Specialists work in partnership with clients, counties, hospitals and IMDs to help individuals become motivated and prepared to move into our programs. Motivational interviewing techniques are utilized to engage clients and to foster a treatment alliance that can be further developed in the therapeutic community. This multifaceted process facilitates community re-integration.

## **Residential Services – Upon Admission**

CONTRACTOR provides Residential Services currently at six (6) sites, which are used in a step-down manner from locked settings, with a high level of support and services offered at all sites; Nueva Vista Morgan Hill, Nueva Vista Sacramento, Vista de Robles, Vista Esperanza, and Cielo Vista Greenfield. Counties initiate referrals to CONTRACTOR for clientele residing in state hospitals (Napa & Metro), Institutes for Mental Disease (IMD), Psychiatric Health Facilities (PHF), County Jails, or sub-acute crisis programs. CONTRACTOR also receives referrals from local community psychiatric hospitals, board and care homes or private parties in the community with the aim of providing stabilization from acute episodes of mental illness and helping individuals reintegrate into the community. CONTRACTOR provides an array of services that ensure client safety and that help individuals meet their basic needs in the least restrictive home-like setting possible. We foster community reintegration for many individuals that have previously resided in locked mental health facilities for extended periods of time.

**Room and Board:** Clients are provided with clean, comfortable, functional, and non-institutional living quarters, as well as attractive living areas, which contribute to the improvement of their mental and physical health and functioning.

**Basic Services:** The facility's Administrators and staff are actively involved in developing opportunities for residents to learn and practice independent living skills and responsibilities. This includes group activities and classes, "Leisure" and "Recreational", as well as opportunities to learn vocational skills. The primary goal is to assist residents to obtain skills needed to move to a less restrictive, more independent setting.

Specifically, our residential programs include the following:

- Orientation by staff and/or peer will be provided to each resident within three days of arrival.
- Attractive, clean and comfortable lodging.
- Three (3) nutritious and well-balanced meals and three (3) snacks daily.
- Weekly, and as needed, cleaning of the resident's room and bathroom by onsite housekeeping staff. Daily cleaning is provided for all incontinent individuals
- Recreational, leisure and social activities.
- Bed linens and towels.
- A conveniently located phone available for resident's incoming personal and outgoing local personal calls.
- Limited individual storage space consisting of a closet and small dresser in resident's room for resident's own private use.
- Help with planning and arranging for transportation to local functions, churches and educational classes within a nearby radius.
- Observance of resident's general health.

- Updating of resident's Needs and Services Plan as frequently to ensure the Plan's accuracy and to document significant occurrences that result in changes in the resident's physical, mental, emotional and/or social needs.
- Consultation as needed with resident's doctors about resident's general mental and physical health.
- Assistance as needed with obtaining linkage to medical care.
- Assistance as needed with taking prescribed medications in accordance with doctor's instructions unless prohibited by law or regulation.
- At the request of a majority of residents, assistance to residents in establishing and maintaining a resident-oriented facility council.
- CONTRACTOR provides all personal hygiene needs from dental floss to shampoo. When recommended by our Dental Hygienist electric toothbrushes are provided at no cost.
- CONTRACTOR provides Over The Counter (OTC) to all residents, at no cost to the individual or county. The following are provided by Psynergy: Headache - acetaminophen, aspirin, Motrin. Constipation - acetaminophen, ibuprofen, ASA. Diarrhea - Pepto Bismol, Imodium. Nausea and Upset Stomach - Tums, Maalox, Pepto Bismol

**Care and Supervision:** Adequate and highly competent, caring, and compassionate staffing will be provided 24/7 in order to help prevent crisis situations or other disruptions in client's lives that could lead to acute hospitalization or loss of housing. Our goal is to keep clients on track toward mental and physical health improvement. Night supervisory staff shall be awake in compliance to Regulation 85065.6(d).

**Daily Activities Program:** Our Daily Activities Program is designed to help clients improve their wellbeing and functioning. Program activities occur 7 days a week, featuring recreational and leisure activities. Program activities promote the development of personal interests and help residents to practice healthy lifestyles, social skills, positive coping strategies, accessing community resources and money management. The daily schedule of activities is developed and implemented by the facility's Program Manager. The facility Administrator, residential counselors, and clients will assist with some of the planned activities at times for all-facility engagement.

**Recreational and Leisure Activities:** Recreation is a vital aspect of maintaining a stable and healthy lifestyle. Families are invited and encouraged to join the residence at holiday events and residential celebrations. Recreational opportunities are offered on a daily basis. As our clients recover and benefit from our programs, we encourage them to access some of the community resources available to them in Morgan Hill, Greenfield and Sacramento. We promote participation in daily outings in the community, including walks in the surrounding neighborhoods, bike rides, visits to local festivals, visits to the library and outings to local restaurants with the aim of enhancing self-esteem, building social skills and instilling optimism about the future.

**Holistic Health:** The philosophy of our program is that sound nutrition and other measures achieve good overall health help to facilitate recovery and stability. This program element provides weekly activities led by Psynergy staff members and topic experts, including:

- Nutrition - how to plan, procure and prepare nutritious meals that contribute to overall health
- Smoking Cessation
- Medication education
- Safe Sex and prevention of STD's, including decision making and negotiating to achieve protected sex
- Diabetes Awareness and management skills
- Healthy Habits, such as personal hygiene, use of sunscreen, good eating habits, weather-appropriate dressing

For diabetic clients and other clients whose health can be enhanced by following special diets, they will be assisted in special meal procurement and preparation. In addition, snacks will be available to meet their dietary needs. The facility is prepared and capable of offering vegan, vegetarian, heart healthy, and allergy sensitive options.

**Physical Fitness Program:** Exercise contributes to the alleviation of stress, anxiety and depression, reduces the risks associated with cardiovascular disease and metabolic abnormalities, creates weight loss and promotes a healthy lifestyle. Psynergy staff members and residents provide daily exercise groups. Psynergy adult residential facilities provide residents with a local gym membership. Counselors help residents gain access to the gym and provide supervision and training to promote physical fitness.

**Vocational Readiness:** A sense of purpose can contribute to stabilization and recovery. This program allows for clients to attain paid employment or meaningful volunteer work. A variety of vocational opportunities are provided to clients as part of the Daily Activities Program. The types of job opportunities offered include administrative work (i.e. constructing and making copies of fliers and distributing them), janitorial work, assisting in landscape maintenance and meal service. Residents are given a detailed description of the job and the skills it requires they apply and go through an interview to be awarded the job. They are given a stipend once they complete the job (in the form of gift cards so benefits are not jeopardized.) They are then shown the correlation between the task they performed and jobs in the real world. This helps them develop skills in an informal way and helps them develop a resume of marketable skills.

**Peer and Family Support:** Peer counseling and Leadership allows individuals to take a proactive role within the facility as well as in the lives of each other. This aspect of the program develops a sense of empowerment and leadership skills within the individual. A resident council is established to allow the residents as a whole to give voice to their opinions and ideas of the program and their needs. A volunteer sign up is established for those willing to provide assistance with leading groups, assist individuals to access community resources or to provide assistance to those clients with a lower functioning capability.

Psynergy recognizes the importance of supportive family connections to our client's recovery. Our programs provide family support and education to help family members develop their own



coping and communication skills in order for them to better support their client/family member. Education and support is provided through recreational activities, family support groups, and facilitating linkages with NAMI. Visiting hours for friends and family are 7 days a week.

**Linkage to Community Resources:** Linkage to community resources is provided to help individuals who have just been discharged from locked settings integrate into the community. Linkage is also provided to those individuals that have progressed further in the recovery process and that are working toward more independence. Because the ultimate goal for each individual is to move into least restrictive living situation, it is important that the individual learn to access and utilize non-mental health services within the community. Referrals include schools, colleges, and other institutions for education; vocational programs, public transit, medical and dental services; cultural organizations, churches and places of worship; financial institutions, and government agencies.

## **LEVELS OF TREATMENT COMPLEXITY**

A supplemental services patch rate will be determined and based on an individual's level of treatment complexity. Rates will be compatible with these terms reflected in Exhibit B.

CONTRACTOR will work in collaboration with the county case manager to determine Level I or Level II rate for each referred client. CONTRACTOR will utilize our Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool prior to admission. County staff and Psynergy staff both will provide input to determine the client's complexity level prior to admission to Psynergy Programs.

The client's complexity level will be assessed upon admission, discharge, and at the request of the case manager, using the Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool. If there is a significant change in the level of functioning before discharge, CONTRACTOR and county case manager will establish a new benchmark assessment, using the Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool and adjust the daily patch rate accordingly.

Examples of some Level I and Level II complex care coincide with the specialized needs, reporting, and treatment requirements of the following client populations:

- 1) Individuals who have severe psychiatric conditions that require additional assistance in monitoring medical issues or that need continued support and education to manage chronic medical conditions such as diabetes and COPD.
- 2) Individuals with co-occurring disorders such as substance abuse, developmental delays or physical impairments that require linkage to specialized community resources or that may need various behavioral supports, including specialized health care, frequent supervision and prompting to maintain a community placement.
- 3) Individuals requiring Restricted Health Care Plans, incontinent care (urinary and fecal), diabetes and insulin management, colostomy care, vitals, oncology treatment and support, etc. significant medication management, crushed medication orders, medication adherence

precautions, treatment supports, multiple medications, and supporting refusals with medication room staff interventions.

- 4) Individuals released from jail requiring additional supports and reporting. Mental Health Diversion, PC1001.36, Registered Sex Offenders, Court Ordered Treatment (AOT, Laura's Law), Arsonists, Electronic monitoring devices, and Probation.

### **Intensive Support Services (ISS) Program**

- 5) ISS provides a higher level of care to transitional clients, including but not limited to, higher levels of supervision, separate smaller residential wing, more intensive clinical and medication management leading to symptom stabilization, and supervised integration with other facility residents.
- 6) Program intended for County clients who are discharged to Contractor from Psychiatric Health Facilities, Psychiatric Hospitals, State Hospitals, Crisis Stabilization Units, and Behavioral Health Units. Program may also be beneficial to County clients who are not thriving, relapsing or decompensating while admitted to Contractor residential programs.

### **Older Adult Program – Residential Care Facility for Elderly (RCFE)**

Vista Esperanza is an all-inclusive full service, whole person care, program providing services to adults 60+ years, or younger if determined as needed, who have a serious and persistent mental illness with a co-occurring physical disorder that are risk of losing their community placement due to an ongoing chronic co-existing physical impairment.

Anticipated Outpatient Specialty Mental Health services will be eight to ten hours a month provided onsite from Psynergy Sacramento clinics.

These older adults have had extensive histories of institutionalization or at high risk for a higher level of care, hospitalizations, unplanned emergency services and at high risk for skilled nursing care. Vista Esperanza provides 24-hour residential care, 24-hour nursing, full ADL support for stable yet medically fragile older adults as well as adults.

Clients will benefit from intensive case management preventing further deterioration of their condition and enhancing their capacity to remain in the least restrictive environment. The services are designed to maximize their participation in their recovery and enhance their quality of life while living in their community. If appropriate, Vista Esperanza will provide the setting for hospice care and end-of-life services in a dignified, safe, and supportive environment.

### **Comprehensive Whole Health Management**

Providing medical and health support services not covered under traditional models, yet essential for persons to thrive in community settings.

- 1) 24 Hour nursing giving clients ability to move into an open community setting
- 2) Onsite Geriatric Nurse Practitioner
- 3) Services for medically fragile individuals

- 4) Individual therapy
- 5) Full ADL support
- 6) Comprehensive psychiatric services
- 7) Fulltime Occupational Therapist

Vista Esperanza will may accept or retain persons with the following allowable health conditions provided all requirements in Title 22, Article 8 are met. The facility will make an assessment of its ability to comply with each specific requirement prior to accepting or retaining a client:

- 1) Individuals diagnosed with diabetes and requiring regular insulin-injections.
- 2) Individuals with stage 1 or 2 dermal ulcers.
- 3) Individuals with respiratory disorders requiring inhalers and other inhalation-assistive devices including C-PAP and BiPAP machines, humidifiers, dehumidifiers, and nebulizers.
- 4) Individuals requiring Colostomy / ileostomy care.
- 5) Individuals with fecal impaction requiring digital removal, enemas, or suppositories.
- 6) Individuals with indwelling urinary catheter and requiring outpatient level catheter care.
- 7) Individuals with wounds that are unhealed, surgically closed and expected to heal.
- 8) Individuals with bowel and bladder incontinence
- 9) Limited beds for non-ambulatory, paraplegic clients

#### **AGREEMENTS PROVIDED BY COUNTY PERSONNEL:**

##### **Admissions:**

- 1) Copies of all benefit and insurance information prior to admission. See Exhibit B for persons without benefits and prevailing rates.
- 2) Individuals will arrive with two weeks of medication, Psynergy Physicians Report, TB test within 6 months.
- 3) Individuals will be transported by County Personnel unless prior arrangements are made, (see Exhibit B1 for transportation rates.)
- 4) County will provide initial assessment and most recent assessment, with supporting documentation to the best of their ability.

##### **Discharge**

- 1) Two weeks' notice is required for discharge from Psynergy Programs to ensure all supporting documentation is prepared in a timely manner with a safe medical, psychiatric, and therapeutic transition plan.
- 2) Clients are discharged or transferred from Contractor's Facilities when: the Client has successfully completed a treatment plan and no longer needs this level of residential

care, the Client or their conservator requests a transfer or discharge, or the Client needs a higher level of medical or psychiatric care.

**1.) Discharge Criteria**

A.) The Client has demonstrated that they meet one or more of the following criteria listed below:

- 1.) Client has met the criteria for discharge listed in their treatment plan;
- 2.) Client has alleviated all crisis and/or other symptoms; or
- 3.) Client has demonstrated ability to function in a less-restrictive environment.

(OR)

B.) The Client meets one or more of the following criteria listed below:

- 1.) Client has demonstrated need for a higher level of medical or psychiatric care;
- 2.) Client has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior;
- 3.) Client has demonstrated threats and/or other dangerous behavior to other residents or staff;
- 4.) Client has engaged in property damage or theft;
- 5.) Client has brought contraband articles or material into Contractor's Facilities and/or onto the Contractor's property;
- 6.) Client has engaged in drinking alcohol or using illicit drugs while residing at Contractor's Facilities; or
- 7.) Client has expired.

A.2

**DESCRIPTION OF PSYNERGY PROGRAMS OUTPATIENT MENTAL HEALTH CLINICAL SERVICES**

**Organization/Program Name:** Psynergy Programs, Inc.

**Contact Person & Information:**

Name: Arturo Uribe, LCSW, President and Chief Executive Officer

Address: 18225 Hale Avenue, Morgan Hill, CA 95037

Phone: 408-497-9186

Fax: 408-762-7396

Email: Auribe@psynergy.org

Head of Service and License Type:  
Arturo Uribe, LCSW

**Physical Address of Medi-Cal Certified Sites:**

Psynergy Morgan Hill  
18217 Hale Avenue  
Morgan Hill, CA 95037

Psynergy Greenfield  
215 Huerta Avenue  
Greenfield, CA 93927

Psynergy Sacramento – Clinic A  
4612 Roosevelt Avenue  
Sacramento CA 95820

Psynergy Sacramento Clinic B  
4616 Roosevelt Avenue  
Sacramento CA 95820

Psynergy Folsom Sacramento  
9343 Tech Center Drive, Suite 110  
Sacramento, CA 95826

**General Description**

**Overview:**

Each of CONTRACTOR Outpatient Mental Health clinics will be Medi-Cal certified by each individual contracting county to ensure their specific conditions are met. Psynergy Programs Outpatient Mental Health Clinics will maintain its Medicare Certification and is responsible for updating its Medicare re-certification as require by Noridian. CONTRACTOR will collaborate with counties in regard to Medicare billing for Medi-Medi clients. This includes counties in Northern California, Central and Southern California. The outpatient mental health clinics currently have thirty-two (32) full-time & part-time clinical providers who provide specialty mental health services to individuals living in the adult residential facilities and supported accommodations/independent living. This number of professionals is subject to change depending upon clients served.

## **Psynergy Programs Outpatient Mental Health Clinics Intent and Goals:**

The overall goal of Psynergy Program Outpatient Mental Health Clinics is to provide Intensive Outpatient Mental Health Services (i.e., medication support, Individual therapy, Group therapy, family therapy, rehabilitation services, group rehabilitation, and targeted case management) to ensure that individuals living in an adult residential facilities or independent/supportive accommodation successfully maintain their community placement by avoiding inpatient and high utilization of psychiatric hospitalizations. The clinical staff support and encourage successfully transition back to their county or origin, to a boarding care home, independent living situation, or back to families home when appropriate. Upon admission to Psynergy Programs, the clinical staff will complete an MD assessment and an initial clinical assessment. Within 30 days in collaboration with client, family members (if available and appropriate) and county case manager a treatment plan will be complete by Psynergy clinical staff. By providing intensive Specialty Mental Health Services, we allow individuals the ability to:

- Cope effectively with life challenges and attain greater autonomy in community living.
- Experience a growing sense of trust, self-confidence and self-control in their lives and relationships.
- Develop innate capabilities and practical skills necessary to create and sustain a healthy lifestyle.
- Utilize capabilities and skills to move in a positive direction in life and to satisfy basic needs.

Success at each clinical site is measured by the number of days that individuals remain in their residences and out of locked settings as well as helping individuals successfully transition back to their counties. Improvement in quality of life is also measured and tracked through our MTC (Modified Therapeutic Community) level system. Individuals are rated each week by our Status Review committee on their ability to demonstrate a set of pro-social abilities and life skills specified by our Program Agreements and Steps to Recovery.

Individuals advance in their recovery from "Orientation" to "Peer Leader" and earn rewards and privileges on the basis of clinical staff observation and reports from residential staff. Success is also measured by ability and responsibility of attending their own psychiatric and individual therapy appointments at the clinic on their own without prompts or reminders. Other objectives we measure and track as part of our level system include:

- Reduction in intensity and frequency of psychiatric symptoms, as observed and reported by the residential staff to clinical staff.
- Total days of abstinence and reduction in frequency of substance use as observed and reported by residential staff to clinical staff and indicated by toxicology reports.
- Improvement in functioning in various life domains, including health, daily activities, social relationships, and living arrangement as observed and reported by residential staff to clinical staff.
- Program participation and group attendance, as observed and reported by residential staff to clinical staff.

## **INTEGRATED DUAL RECOVERY TREATMENT**

CONTRACTORS outpatient clinics mental health, substance abuse and physical health treatments are integrated within one comprehensive program that is designed to enable individuals to actively participate in their recovery process by developing the skills and capabilities necessary to maintain a healthy lifestyle. In CONTRACTORS integrated dual recovery model, mental illness, substance abuse, and physical illnesses are not regarded as separate problems, but rather are holistically viewed as the primary focus.

The clinical team at CONTRACTOR'S dual recovery treatment is designed to enable clients to satisfy a wide range of needs. Each participant is encouraged to engage in meaningful work, education, recreation and leisure activities and to develop a capacity for independent living.

### **Comprehensive Clinical Services**

CONTRACTOR'S comprehensive clinical services are aimed at helping participants to overcome the physical, emotional, cognitive and social challenges imposed by mental illness, substance abuse, and physical illnesses. CONTRACTOR'S integrated dual recovery program includes the following services:

1. Assertive Community Treatment
2. Coping Skills Training
3. Healthy Lifestyle Training
4. Social Skills Training
5. Supported Employment
6. Specialty Mental Health Services

### **Harm Reduction**

CONTRACTOR'S Outpatient Mental Health Services are aimed at reducing the harmful effects and negative consequences of co-occurring substance abuse and physical and mental illness. CONTRACTOR'S clinical staff members work closely and collaboratively with clients, family and county case managers and residential staff to provide the care and attention necessary to safeguard them against the risk of harm.

## **Practice Evidence Based Treatment Approaches.**

- a) CBT/DBT—focuses on teaching client skills, increasing understanding of illness and creating relapse prevention plans/strategies.
- b) CBTp – for clients with a psychosis related diagnosis this is an evidenced based treatment to reduce the emotional distress and behavioral disturbance in relation to individual psychotic symptoms
- c) Motivational Interviewing (MI)—uses empathic listening to explore attitudes and to build on strengths.
- d) Modified Therapeutic Community—use of peers and counselors as positive role models. Focuses on building self-awareness, social skills and social support.
- e) Psychopharmacology—use of medication to stabilize symptoms.
- f) Case Management—focuses on helping individuals meet basic needs.
- g) Matrix—integrates mutual self-help, CBT and Motivational therapy. Focuses on fostering strong therapeutic relationship, coping skills, social skills, abstinence from substance use and relapse prevention.

## **General goals of Dual Recovery Treatment**

1. Help individual achieve abstinence/self-control.
2. Foster behavioral changes that support abstinence/self-control.
3. Improve problem solving and coping skills.
4. Identify and address a wide range psychosocial problems (housing, employment, education, social/family relationships).
5. Develop a positive family/social support network.
6. Facilitate active participation in mutual self-help, 12-step programs.

## **Specialty Mental Health Services:**

CONTRACTOR provides intensive outpatient mental health service in accordance with Short-Doyle Medi-Cal and Medicare services standards and billing practices. Specific services include:

1. **Assessment:** A service activity which may include a clinical analysis of the history and current status of a client's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures. This will be completed within thirty days and includes, MD Assessment, Initial Clinical Intake Assessment.
2. **Plan Development:** Involves the development and approval of client plans and monitoring client progress.
3. **Therapy:** A service activity that focuses primarily on symptom reduction as a means to improve functional impairments. This service activity may be delivered to an individual or group of clients, and may also include family therapy with or without the beneficiary present.



4. **Collateral:** Contact with one or more significant support persons in the life of the beneficiary with the intent of improving or maintaining the mental health status of the beneficiary. Collateral services include, but are not limited to, helping significant support persons to understand and accept the beneficiary's condition and involving them in service planning and implementation of the service plan(s). Family counseling or therapy provided on behalf of the client, when this person is not present, is considered collateral.
5. **Rehabilitation:** Assistance improving, maintaining, or restoring:
  - Functional and daily living skills
  - Social and leisure skills
  - Grooming and personal hygiene skills
  - Obtaining support resources and/or medical education
6. **Group Rehabilitation:** Psycho-education and/or rehabilitation services administered in a group setting, allowing for emotional and mental growth that support therapeutic goals.
7. **Targeted Case Management:** Services provided to assist a consumer with accessing medical, educational, social, prevocational, or rehabilitative services. The service activities include: interagency and intra-agency consultation, communication coordination and referral; monitoring service delivery to ensure client access to services and service delivery system; and monitoring of the client's progress and any plan development regarding referrals and linkage to services.
8. **Crisis Intervention:** Crisis Intervention means a service lasting less than 24 hours, to or on behalf of a clinic for a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an immediate emergency response that is intended to help the client cope with a crisis (e.g., potential danger to self or others, potentially life altering event; severe reaction that is above the client's normal baseline).
9. **Medication Support:** Services that include the administering, dispensing, and monitoring of psychiatric medications provided by staff person within the scope of his/her profession; services are necessary to alleviate the symptoms of mental illness. Specific service may include the following:
  - Plan development related to the delivery of this service and/or to the status of the client's functioning in the community.
  - Prescribing, dispensing, and administering of psychiatric medications.
  - Obtaining medical consents and provide psycho-education
  - Documentation Requirements: Response, compliance, side effects

## **Tres Vista Apartments and Housing**

## Assertive Community Treatment & Supported Accommodations

Our ACT / Supported Accommodation Program: Tres Vista Apartments provides the right combination of Services and Supports. We incorporate evidence-based practices as well as draw from therapeutic community and psychosocial rehabilitation models.

Psynergy adopted the Modified Therapeutic Community (MTC) model to specifically address acute psychiatric symptoms, cognitive impairments, and reduced level of functioning of individuals struggling with the debilitating effects of mental illness, dual substance use disorders and co-morbid health conditions. In partnership with the MCT model, Psynergy has adapted an ACT model that reflects individuals being supported in the community, and also by creating community.

Working in partnership with clients, our three program phases help individuals move into community settings and culminate with a "Live Out" re-entry program called Tres Vista Apartments.

### MODIFIED THERAPEUTIC COMMUNITY: PSYNERGY'S THREE PROGRAM PHASES

	ONE	TWO	THREE
PHASE	<b>Admission:</b> Client Development Services	<b>Primary Treatment:</b> Nueva Vista	<b>Live Out Re-entry:</b> Tres Vista Apartments
FOCUS	Assessment, Engagement, Orientation	Awareness, Change	Adjustment, Productivity

The Services and Supports provided by our professional staff help individuals learn to meet basic needs, develop new skills, increase social support, become a responsible member of the community and live a healthy and productive lifestyle.

The emphasis of "Living Out" within the community is on experiencing enjoyment and satisfaction in the "here and now," independent problem solving, and taking action to achieve personal goals.

### Description of Living Accommodations

**Shared Living Unit:** Individuals are provided with a completely furnished and equipped apartment in a shared apartment, house, or studio. Amenities include all furnishings, refrigerator, microwave, stove, cable television, kitchenware, cooking utensils, and linens.

**Meals and Snacks:** Individuals are invited to the community kitchen and given the option to enjoy a nutritious breakfast, lunch, and dinner. Individuals may elect to customize their meal service by preparing certain meals and eating privately in their own living unit if preferred. Tenants are required to attend at least one of the main meal services per day of their own choosing in the main residential facility (lunch or dinner.) This ongoing engagement demonstrates community inclusiveness.

**Utilities:** the cost of all utilities are included as part of the base rent.

**Weekly Housekeeping:** Tenants are required to keep their living quarters in a sanitary and orderly condition. Psynergy provides a housekeeper once per week to assist with maintaining the living unit in a clean and sanitary condition.

**Laundry Facility:** Tenants are required to maintain their clothing in a neat and clean condition. Tenants may use the clothes washer and dryer provided on site free of charge. Tenants must purchase their own laundry detergents and other laundry supplies.

**Services and Support:** Psynergy staff members are available to conduct “check-ins” with clients on a daily basis to monitor the client’s condition and to provide appropriate support to ensure the client’s safety and stability.

### **Description of Clinical Services and Supports**

**Recreational Activities:** Tenants are encouraged to participate in recreational activities occurring on a daily basis within the main residential facility. Activities are designed to promote development of social skills, interest in hobbies and enjoyment of leisure time, while decreasing stigmatization and social isolation. Activities include staff supervised outings to the library, movies, parks, recreational sites and community events.

**Psychosocial Rehabilitation Classes:** Our psycho-educational classes are wellness and recovery oriented and are designed to promote adoption of a healthy lifestyle through the development of life skills. Areas of focus include positive coping skills, effective communication, symptom management, relapse prevention, medication management and social skills.

**Independent Living Skills Group Training:** Tenants are encouraged to participate in independent living skills group training, which occurs daily within the main residential facility. Topics of independent living skills group training include money management, budgeting, shopping, cooking, personal health, nutrition, exercise, personal hygiene, and grooming.

**Psychiatric and Medication Services:** Psychiatric services are provided at Psynergy’s outpatient clinic, which is located on campus adjacent to the main facility. The regularly scheduled frequency of psychiatric visits is either two times per month or once per month, depending on client need and stage of treatment. Unscheduled emergency visits with the psychiatrist may occur as needed. The duration of each regular psychiatric visit is typically 30 minutes, depending on the nature and purpose of the visit.

**Psynergy Programs**  
**Complex Care Level of Service**

Client Name: \_\_\_\_\_

**Diagnosis –** *Check all known diagnoses. No points allocated.*

- |                  |                           |
|------------------|---------------------------|
| Schizophrenia    | SUD/Poly-Substance        |
| Schizo-Affective | Major Depression          |
| Bipolar Disorder | Disorder Impulse Control  |
| Anxiety Disorder | Disorder PTSD             |
| ADD/DHD          | Intellectual Disabilities |
| Personality D/O  | Autism Spectrum Other     |

**Symptoms** *Check all that apply*

- |                    |                       |
|--------------------|-----------------------|
| (1) Psychosomatic  | (2) Psychosis         |
| (3) Labile         | (1) Mania             |
| (2) Depression     | (2) Suicidal Ideation |
| (1) Anxiety        | (3) Paranoia          |
| (2) Perseverating  | (1) Fearfulness       |
| (1) Delusional     | (2) Disorganized      |
| (3) Hallucinations | ( ) Other _____       |
| Total _____        |                       |

**Behavioral Supports –** *Check all that apply*

- |  |                          |
|--|--------------------------|
| (3) Needs excessive prompts/ redirection | (2) Assaultive behaviors |
| (2) Intrusive/ Poor boundaries           | (3) Labile               |
| (3) Intermittent Explosiveness           | (3) Verbally Assaultive  |
| (2) Inappropriate Sexual Bx              | (1) Victimization        |
| (1) OCD Bxs                              | (4) Elopement/UAA Bxs    |
| (2) Threatening Behaviors                | (2) Disruptive to Milieu |
| (2) Impulsive behaviors                  | (1) Isolation            |
|  | (2) Aggressive Behaviors |
|  | (2) Property Destruction |
|  | (2) Break house rules    |
|  | (2) _____                |
| Total _____                              |                          |

**Legal Restrictions**

- (3) On Probation , AOT Referral, CARE Act Referral
  - (2) Registered Sex Offender
  - (3) Arsonist/Fire-Setting with intent to destroy property
  - (3) Electronic Monitoring Device
  - (4) Mental Health Diversion PC1001.36
  - (2) LPS Conservatorship
- Total \_\_\_\_\_

**Restricted Health Care Plans**

- (3) Urinary Incontinence, Enuresis
  - (4) Fecal Incontinence
  - (2) Diabetes, BSL Management
  - (2) Inhaler/Asthma/Allergy
  - (2) Hypertension
  - (2) COPD with Inhaler
  - (2) Vitals, Blood Pressure, Temperature, Etc.
  - (2) Pacemaker
  - (3) Colostomy Care ( ) Other \_\_\_\_\_
  - (1) LAI Support
- Total \_\_\_\_\_

**Special Diets**

- (2) Ground/Pureed/Chopped
  - (2) Vegan, Vegetarian, GERD friendly
  - (3) Weight management, shakes, dbl portions, etc
  - (2) Other:  
*(must be approved by Food Services Manager prior to admission)*
- Total \_\_\_\_\_

**Medication and Medical Management**

- |   |                            |
|---|----------------------------|
| (3) Clozaril  | (2) 1-6 Oral Medications   |
| (3) Lithium   | (3) 7-11 Oral Medications  |
| (3) Depakote  | (4) 12-18 Oral Medications |
| (4) Insulin   |                            |
| (2) 1-2 Treatments                                  | (3) 3+ Treatments          |
| (3) 2 or more Antipsychotics                        |                            |
| (3) Crushed Medications Order                       |                            |
| (3) Medication adherence precautions / Med Refusals |                            |
- Total \_\_\_\_\_

**Suicidal Attempt & Self Injurious Bx**

- (3) Past 30 Days
  - (2) 30-90 Days
  - (1) 90-180 Days
  - (0) 180+ Days & History of SA/SIB
- Total \_\_\_\_\_

**Physical Disabilities**

- (2) Assistive Device, Walker, Knee Scooter, Etc.
- (3) Visual Impaired (ex. Blind)
- (3) Hearing Impaired

Total \_\_\_\_\_

**Activities of Daily Living Assistance**

- (4) Bathing, Grooming, Dressing
- ( ) Other: \_\_\_\_\_

Total \_\_\_\_\_

**Dual Recovery Program Support**

(MUST BE DIAGNOSED- INCLUDES ETOH, POLYSUBSTANCE, AND CAFFEINE)

- (1) x1 Random Tox Screen per 6 months
- (2) x2 Random Tox Screen per 6 months
- (3) x3 Random Tox Screen per 6 months
- (3) Relapse Prevention Plan – Active

Total \_\_\_\_\_

Summary of changes since last Assessment

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**Total Level of Service Score**

- Level I Management 20+
- Level II Management 0-19

Total Points: \_\_\_\_\_

Prior Score: \_\_\_\_\_

Current Score: \_\_\_\_\_

**Psynergy Programs Only: CLIENT NAME** \_\_\_\_\_  
**COUNTY NAME:** \_\_\_\_\_

Completed by Client Development or Facility Administrator:

Signature:

Date:

County Case Manager or Conservator:

Signature:

Date:

**This form must be completed prior to initial admission, discharge and when there is a change of condition that leads to the Needs and Services Plan to be reviewed and updated.**





CONTRACTOR will provide individual support and supervision with prior authorization from COUNTY.

The rate for Enhanced Support and Supervision is \$40 per hour in 15 minute increments.

Examples of individual support and supervision, but not exhaustive, are:

- Stand by assistance for dialysis treatment, including bedside support during treatment and transport to and from treatment. Stand by assistance for chemotherapy treatment, including bedside support during treatment, and transport to and from treatment.
- Individual support (1:1) for clients diagnosed with SPMI and Intellectual Disabilities that without this individual support are placing their housing at risk with the escalation of symptoms and behaviors. Extra support for hygiene and activities of daily living if required.
- Bereavement support for individuals attending funeral or memorial of a loved one, including the transportation.

### **Isolation Support Services**

If a resident has been ordered to stay in their room due to COVID, or other transmissible disease or diagnosis, precautions, or exposure we will be charging a rate of \$100.00 per diem for room support, bed side support, medication delivery, 1:1 support as needed. This allows the facility to bring in temporary and on-call staff for support and supervision.



**Psynergy Programs, Inc.**  
**Exhibit J**  
**California Levine Act Statement**

**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 receives any political contributions totaling more than two hundred and fifty dollars (\$250) 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, and any elected official (collectively "Officer"). It is the Contractor's/Consultant'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 contributions of more than \$250 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: N/A

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 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: N/A

If no, please type N/A.

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.

04/22/2023

Date

  
Arturo Uribe (Apr 22, 2023 18:20 PDT)

Signature of authorized individual

Psynergy Programs, Inc.

Type or write name of company

Arturo Uribe

Type or write name of authorized individual