AGREEMENT FOR SERVICES #4738
AMENDMENT III

This Amendment III 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, CA 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, in accordance with Agreement for Services #4738, dated June 23, 2020, Amendment I dated June 16, 2021, and Amendment II dated April 5, 2022, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Exhibit A, "Scope of Work," Exhibit B, "Complex Care Level of Service," and Exhibit D, "Rate Sheet**," of said Agreement; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective July 1, 2022 of this Amendment III to that Agreement 4738.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4738 shall be amended a third time as follows:

Exhibit A, "Scope of Work," Exhibit B, "Complex Care Level of Service," and Exhibit D, "Rate Sheet" are hereby amended as attached hereto, and incorporated by reference herein.

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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: Lesly VanSloten (Jun 7, 2022 21:01 PDT) Dated: 06/07/2022

Lesly Van Sloten, LMFT
Manager of Mental Health Programs
Behavioral Health Division

Requesting Department Head Concurrence:

By: Daniel Del Monte (Jun 7, 2022 22:27 PDT) Dated: 06/07/2022

Daniel Del Monte, MPA
Interim Director
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

By: Daniel Del Monte (Jun 8, 2022 16:58 PDT) Dated: 06/08/2022

Daniel Del Monte, MPA.
Interim Director
Health & Human Services Agency
"County"

-- CONTRACTOR --

PSYNERGY PROGRAMS, INC.
A CALIFORNIA CORPORATION

By: Arturo Uribe (Jun 8, 2022 15:55 PDT) Dated: 06/08/2022

Arturo Uribe
President, CEO
"Contractor"

By: **N/A** Dated: _____

Corporate Secretary

(LKK)

Exhibit A

Scope of Work
Fiscal Year 2022-23

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
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 (80 beds) 9847 Folsom Blvd., Sacramento CA 95827 Vista de Robles Crisis Residential Facility (10 beds – pending proposal) 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 outpatient mental health clinics in close proximity. 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 each individual'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 enrollment 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 well being 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 vegetarian 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 temporary 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 one-to-one 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 Clinic.

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:

0) Individuals diagnosed with diabetes and requiring regular insulin-injections.
1) Individuals with stage 1 or 2 dermal ulcers.
2) Individuals with respiratory disorders requiring inhalers and other inhalation-assistive devices including C-PAP and BiPAP machines, humidifiers, dehumidifiers and nebulizers.
3) Individuals requiring Colostomy / ileostomy care.
4) Individuals with fecal impaction requiring digital removal, enemas, or suppositories.
5) Individuals with indwelling urinary catheter and requiring outpatient level catheter care.
6) Individuals with wounds that are unhealed, surgically closed and expected to heal.
7) Individuals with bowel and bladder incontinence
8) Limited beds for Non-ambulatory 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: amuribe@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
9951 Horn Rd., Suite B
Sacramento, CA 95827

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. 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) Motivational Interviewing (MI)—uses empathic listening to explore attitudes and to build on strengths.
c) Modified Therapeutic Community—use of peers and counselors as positive role models. Focuses on building self-awareness, social skills and social support.
d) Behavioral Therapy/Contingency Management—uses positive rewards/incentives. Focuses on establishing goals and rewarding small steps toward achieving goals.
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 clents, 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
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	**Admission:** Client Development Services	**Primary Treatment:** Nueva Vista	**Live Out Re-entry:** 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.

EXHIBIT B

Psynergy Programs
Complex Care Level of Service Client Name:

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

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

Symptoms *Check all that apply*

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

Total 0

Behavioral Supports – *Check all that apply*

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

Total 0

Legal Restrictions

- ☐ (2) On Probation
- ☐ (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 0

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 0

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 0

Medication and Medical Management

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

Total 0

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 0

Physical Disabilities

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

Total___0___

Activities of Daily Living Assistance

☐ (4) Bathing, Grooming, Dressing
☐ ( ) Other:_____

Total___0___

Dual Recovery Program Support

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

☐ (1) x1 Test Administered
☐ (2) x2 Tests Administered
☐ (3) x3 Tests Administered

☐ (3) Relapse Prevention Plan – Active

Summary of changes since last Assessment

_____
_____
_____

Total___0___

Total Level of Service Score

Level I Management 18 +
Level II Management 0 - 17

Total Points: ____0____

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, every 6 months thereafter, and when there is a change of condition that leads to the Needs and Services Plan to be reviewed and updated.

Exhibit D
Short Doyle MediCal County Contract Rates – California Counties
Fiscal Year 2022-23
Medi-Cal Specialty Mental Health Services

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Psynergy Programs ("CONTRACTOR") utilizes a braided funding approach to maximize local resources when serving consumers in residential settings. We co-locate our licensed residential facilities adjacent or close to our outpatient clinics. These modified therapeutic communities allow for client-centered treatment in healing environments.

Rate for Outpatient Mental Health Services (Specialty Mental Health Services Rates)

COUNTY will pay Contractor for Medi-Cal allowable services provided to client as appropriate for the required level of care.

Service Function	Mode of Service Code 15	Service Function Code	Time Basis	County Maximum Rates
Case Management		01-09	Staff Minute	$2.92
Mental Health Services – Collateral		10-19	Staff Minute	$3.29
Mental Health Services		30-59	Staff Minute	$3.29
Medication Support		60-69	Staff Minute	$6.16
Crisis Intervention		70-79	Staff Minute	$6.06

Residential Services & Supports

Supplemental Rates for all Adult Resident Facilites (ARF) aka Augmented Board and Care

General community services and supports for individuals living in a residential setting diagnosed with SPMI (Severe Persistent Mental Illness) Dual Diagnosis Substance Use, or Co-Morbid Illnesses.

Day Rate for Complexity Level I	*$159.50 per client day.*
Day Rate for Complexity Level II	*$133.10 per client day.*
Day Rate for Intensive Support Services	*$264.00 per client day.*

All Inclusive Program Rates for Vista Esperanza RCFE

Supplemental Day Rate Patch for clients with benefits:

Day Rate for Inclusive Whole Person Care	*$242.00.00 per client day.*

Unbenefited Clients without SSI.

If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. monthly residential board and care rate is currently $1,211.77 per month and is updated and increased every January 1st annually. **Additionally, the COUNTY will pay $3.00 per day for Personal Needs for the client**. It is the responsibility of the client's conservator to reimburse the county funds paid for on behalf of the client.

COUNTY will advise contractor if there is a change in payee or representative payee.

Rates for Tres Vista, Supported Accommodations / Independent Living

General community services and supports for individuals living in an unlicensed, independent setting experiencing mental distress, substance abuse and co-occurring medical diagnoses. All meals, groups and recreational activities are included. Application and Program Agreements must be reviewed with COUNTY prior to admission.

Day Rate for Individuals with Benefits *$54.60 per client day.*

Bed Hold

Requests for bed holds will be made on an individual basis by COUNTY with a maximum hold of five (5) days, unless prior arrangements are discussed. The Bed Hold rate will be at the client level of service, or all-inclusive rate, when they left for the Bed Hold, Level I or Level II.

Transportation

Admission, Conservatorship Hearings, Discharge to Lower Level of Care Transportation

When possible, with available staffing, CONTRACTOR will pick-up new admissions from placements upon request from COUNTY. From the residence, to the destination, and return in a Psynergy Program insured car and driver rate is $50.00 per hour plus mileage. Beginning on January 1, 2022, the standard mileage rates for the use of a car, van, pickup or panel truck will be: 58.5 cents per mile for business miles driven, and is subject to change as the IRS updates annually.

In the event the client is being transported to a higher level of care, when safe and appropriate, additional staff will be charged the same rate of $50.00 per hour. If the roundtrip mileage is 200+ there may be additional costs incurred, hotel for staff, meals, etc.

Driver will ensure the safety and supervision of individuals, ensure admission paperwork and medications are in order, meal provided, hydration, cigarette breaks if so required.

Enhanced Support and Supervision

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.

AGREEMENT FOR SERVICES #4738
AMENDMENT II

This Amendment II 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, CA 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, in accordance with Agreement for Services #4738, dated June 23, 2020, and Amendment I, dated June 16, 2021, incorporated herein and made by reference a part hereof; and

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; and

WHEREAS, the parties hereto have mutually agreed to amend **Article IV, "Maximum Obligation,"** of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to amend **Article X, "Contractor to County," and Article XII, "Independent Contractor/Liability**;" and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment II to that Agreement #4738.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4738 shall be amended a second time as follows:

1) Article IV shall be amended in its entirety to read as follows:

ARTICLE IV
Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed $950,000.

2) Article X shall be amended in its entirety to read as follows:

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.

3) Article XII is hereby amended to read as follows:

ARTICLE XII
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, 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 shall not make any agreements or representations on the County's behalf.

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: Lesly VanSloten
Lesly VanSloten (Mar 9, 2022 17:18 PST)

Dated: 03/09/2022

Lesly Van Sloten, LMFT
Manager of Mental Health Programs
Behavioral Health Division

Requesting Department Head Concurrence:

By: Don Semon (Mar 9, 2022 18:59 PST)

Dated: 03/09/2022

Donald Semon
Director
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: 4/5/22

By: Lori Parlin

Lori Parlin, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffarley
Deputy Clerk

Dated: 4/5/22

-- CONTRACTOR --

PSYNERGY PROGRAMS, INC.
A CALIFORNIA CORPORATION

By: Arturo Uribe (Mar 10, 2022 11:27 PST)

Dated: 03/10/2022

Arturo Uribe
President, CEO
"Contractor"

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AGREEMENT FOR SERVICES #4738
AMENDMENT I

This Amendment I 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, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 18525 Sutter Boulevard, Suite 200, Morgan Hill, CA 95037 (hereinafter referred to as "Contractor");

R E C I T A L S

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, in accordance with Agreement for Services #4738, dated June 23, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, this Amendment I updates the preamble to the original Agreement #4738 to reflect the a new principal place of business as 18225 Hale Avenue, Morgan Hill, CA 95037; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III, "Compensation for Services,"** and **Article XV, "Notice to Parties"**; and

WHEREAS, the parties hereto have mutually agreed to amend **Exhibit A, "Scope of Work**,**"** and **Exhibit B, "Complex Care Level of Service"** of said Agreement.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4738 shall be amended a first time as follows:

1) **Article III, "Compensation for Services,"** shall be amended in its entirety to read as follows, and shall be effective upon final execution of this amendment:

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 HHSA Director, or designee.

A. Residential Rates: Residential Rates are set forth in Exhibit D. Notice of rate changes shall be submitted, in writing, to the address noted in Article XV, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon HHSA's written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

B. Enhanced Support and Supervision: Enhanced Support and Supervision examples are individual stand by assistance for medical treatment or physical therapy, bereavement support, or other one on one support necessary to reduce risk of escalation of symptoms and behaviors. Rates are set forth in Exhibit D.

C. Transportation: Client transportation description and rates are set forth in Exhibit D "Rate Sheet."

D. Prior Authorizations: It is expressly understood and agreed between the parties hereto that the County shall make no payment for County Clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from the County. County will provide Contractor with written confirmation of the authorization within twenty-four (24) hours of admission into Contractor's facility for Clients referred by County to Contractor. Exhibit A defines the services that are provided in the inclusive rates as defined in Exhibit D. If County Clients need services that are not included in Exhibit A of this Agreement, Contractor will obtain prior written authorization from County before the services are provided. If the services are in addition to those defined in Exhibit A, a written amendment to this Agreement will be executed. Under no circumstances shall the Contractor make unilateral direct placements to Institutions for Mental Disease, or other facilities, without prior written authorization from County.

E. Re-Authorizations: Placements of non-Medi-Cal Clients must be re-authorized every thirty (30) days by the County. Placements of Medi-Cal Clients must be re-authorized every three (3) months. Re-authorization will be the responsibility of the County, and a thirty (30) day notice will be provided to Contractor if County Client is no longer going to be re-authorized for services at Contractor's facility.

F. Bed Holds: Holding a bed while a Client is absent from the facility shall require written pre-authorization by the County Contract Administrator, or designee, in the form of a "Bed Hold Authorization" form, Exhibit E, attached hereto, incorporated herein and made by reference a part hereof. The Bed Hold rate shall be in accordance with Exhibit D, "Rate Sheet."

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 HHSA 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 addressed as indicated in the table below or to such other location as County or Contractor may direct per Article XV, "Notice to Parties."

Email invoices to:	Mail remittance to:
BHInvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program	Psynergy Programs, Inc. 18225 Hale Avenue Morgan Hill, CA 95037 Attn: Accounts Receivable

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 documents pursuant to this Agreement, 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 Article XIV, "Default, Termination, and Cancellation."

H. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional 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 and a detailed explanation of why the invoice was not submitted in the approved timeframe.

- For the period **July 1st through June 30th** of this Agreement, supplemental invoices for additional services as defined herein above, received after July 31st, shall be neither accepted nor paid by the County. Any exceptions to the supplemental invoice process must be approved by HHSA's Chief Fiscal Officer, or designee.

2) **Article XV, "Notice to Parties"** shall be amended in its entirety to read as follows, and shall be effective upon final execution of this amendment:

ARTICLE XV
Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

PSYNERGY PROGRAMS, INC.
18225 Hale Avenue
Morgan Hill, CA 95037
ATTN: President, or successor

or to such other location as the Contractor directs.

3) **Exhibit A, "Scope of Work"** shall be amended in its entirety, is attached hereto and incorporated by reference herein, and shall be effective upon final execution of this amendment:

4) **Exhibit B, "Complex Care Level of Service"** shall be amended in its entirety, is attached hereto and incorporated by reference herein, and shall be effective July 1, 2021:

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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: _____ Dated: 06/09/2021

Nicole Cable, LMFT
Manager of Mental Health Programs
Behavioral Health Division

Requesting Department Head Concurrence:

By: Don Semon (Jun 9, 2021 17:11 PDT) Dated: 06/09/2021

Donald Semon
Director
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

By: Laura Schwartz
Laura Schwartz (Jun 16, 2021 16:22 PDT)

Dated: 06/16/2021

Purchasing Agent
Chief Administrative Office
"County"

MW

-- CONTRACTOR --

PSYNERGY PROGRAMS
A CALIFORNIA CORPORATION

By:
Arturo Uribe (Jun 10, 2021 08:41 PDT)

Dated: 06/10/2021

Arturo Uribe
President, CEO
"Contractor"

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Exhibit A

Scope of Work
Fiscal Year 2021-2022

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
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 (80 beds) 9847 Folsom Blvd., Sacramento CA 95827 Vista de Robles Crisis Residential Facility (10 beds – pending proposal) 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 outpatient mental health clinics in close proximity. 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 each individual'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 enrollment 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.

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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 well being 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 vegetarian 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.

Intensive Support Services (ISS) Program: 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. The program is 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. Rates will be compatible with these terms reflected in Exhibit D.

The ISS Program may include, but is not limited to:

- A maximum of up ten (10) clients in the ISS program (a separate wing within the licensed Residential Care Facility);
- Separately staffed area with 24/7 onsite support of clinicians and senior residential staff;
- Regular 1:1 community walks with staff;
- Supervised integration with the board and care residents;
- Clinically led groups focused on medication management, stabilizing symptoms and reducing maladaptive behaviors that jeopardize housing in the larger milieu;
- Increased clinical services including medication management, therapy, and rehabilitation Services;
- Small enclosed wing with alarmed doors that allows for greater observation of clients and to provide more timely redirection;
- Cigarette management and smoking time observation;
- Independent entrance and exit;
- Clients will be accompanied by staff when accessing the community.

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LEVELS OF TREATMENT COMPLEXITY (ISS Program Excluded)

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 D.

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 reassessed every six months after admission 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 the six-month period is over, 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 temporary 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 one-to-one 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.

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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 Clinic.

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:

0) Individuals diagnosed with diabetes and requiring regular insulin-injections.
1) Individuals with stage 1 or 2 dermal ulcers.
2) Individuals with respiratory disorders requiring inhalers and other inhalation-assistive devices including C-PAP and BiPAP machines, humidifiers, dehumidifiers and nebulizers.
3) Individuals requiring Colostomy / ileostomy care.

4) Individuals with fecal impaction requiring digital removal, enemas, or suppositories.
5) Individuals with indwelling urinary catheter and requiring outpatient level catheter care.
6) Individuals with wounds that are unhealed, surgically closed and expected to heal.
7) Individuals with bowel and bladder incontinence
8) Limited beds for Non-ambulatory clients

AGREEMENTS PROVIDED BY COUNTY PERSONNEL:

Admissions:

1) Copies of all benefit and insurance information prior to admission. See Exhibit D 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 D1 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.
3) Discharge Criteria: The Client has demonstrated that they meet one or more of the following criteria listed below:
   i. Client has met the criteria for discharge listed in their treatment plan;
   ii. Client has alleviated all crisis and/or other symptoms; or
   iii. Client has demonstrated ability to function in a less-restrictive environment.

   (OR) The Client meets one or more of the following criteria listed below:

   i. Client has demonstrated need for a higher level of medical or psychiatric care;
   ii. Client has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior;
   iii. Client has demonstrated threats and/or other dangerous behavior to other residents or staff;
   iv. Client has engaged in property damage or theft;
   v. Client has brought contraband articles or material into Contractor's Facilities and/or onto the Contractor's property;

vi. Client has engaged in drinking alcohol or using illicit drugs while residing at Contractor's Facilities; or
vii. 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: amuribe@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
9951 Horn Rd., Suite B
Sacramento, CA 95827

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. 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

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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) Motivational Interviewing (MI)—uses empathic listening to explore attitudes and to build on strengths.
c) Modified Therapeutic Community—use of peers and counselors as positive role models. Focuses on building self-awareness, social skills and social support.
d) Behavioral Therapy/Contingency Management—uses positive rewards/incentives. Focuses on establishing goals and rewarding small steps toward achieving goals.
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 clents, 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
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	**Admission:** Client Development Services	**Primary Treatment:** Nueva Vista	**Live Out Re-entry:** 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.

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Psynergy Programs
Complex Care Level of Service Client Name:

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

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

Symptoms *Check all that apply*

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

Total 0

Behavioral Supports – *Check all that apply*

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

Total 0

Legal Restrictions

- ☐ (2) On Probation
- ☐ (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 0

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 0

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 0

Medication and Medical Management

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

Total 0

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 0

Physical Disabilities

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

Total___0___

Activities of Daily Living Assistance

☐ (4) Bathing, Grooming, Dressing
☐ ( ) Other:_____

Total___0___

Dual Recovery Program Support

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

☐ (1) x1 Test Administered
☐ (2) x2 Tests Administered
☐ (3) x3 Tests Administered

☐ (3) Relapse Prevention Plan – Active

Summary of changes since last Assessment

_____
_____
_____

Total___0___

Total Level of Service Score

Level I Management 18 +
Level II Management 0 - 17

Total Points: ___0___

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, every 6 months thereafter, and when there is a change of condition that leads to the Needs and Services Plan to be reviewed and updated.

AGREEMENT FOR SERVICES #4738

Adult Residential Facility

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 Psynergy Programs, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 18525 Sutter Boulevard, Suite 200, Morgan Hill, CA 95037 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor 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; and

WHEREAS, Adult Residential Facilities are facilities licensed to provide augmented services beyond living and care services for Clients who are unable to provide for their own daily needs; and

WHEREAS, the residential treatment services provided at the Adult Residential Facilities (ARF) are intended to facilitate the movement of Clients from a restricted environment to independent living in the community; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, the parties hereto have mutually agreed that existing Agreement for Services #3740 shall automatically terminate and be replaced upon execution of this Agreement for Services #4738; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

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 agrees to furnish the facility, personnel, services and equipment necessary to provide Residential Treatment Services for Clients on an "as requested" basis for the Health and Human Services Agency (HHSA), Behavioral Health Division. Contractor agrees to comply with all applicable Federal and State laws and regulations required of the licensed facility and program. Contractor shall maintain all requirements in accordance with California Code of Regulations (CCR) Title 22, Division 6, Chapter 6, and CCR Title 9, Division 1, Chapter 11.

A. Contractor's Facilities: Services rendered pursuant to this Agreement shall be provided at the following locations:

Nueva Vista ARF 18225 Hale Avenue Morgan Hill, CA 95037	Cielo Vista ARF 806 Elm Avenue Greenfield, CA 93927
Nueva Vista Sacramento ARF 4604 Roosevelt Avenue Sacramento, CA 95820	Vista Esperanza Residential Care Facility for the Elderly (RCFE) 5240 Jackson Street North Highlands, CA 95660
Vista de Robles ARF 9847 Folsom Blvd. Sacramento, CA 95827	Vista de Robles Crisis Residential Facility (Pending) 9847 Folsom Blvd. Sacramento, CA 95827
Tres Vista Apartments 18217 Hale Avenue Apt. #s 200,210,210 and 230 Morgan Hill, CA 95037	

B. Contractor's Services:

1) Residential Services:

a) Contractor shall provide a broad range of services in an enriched, structured environment focused on each Client's individual needs and interests. Services shall be designed to enhance basic living skills, improve social functioning, allow for training opportunities within the community, and for participation in out-of-home activities, in an effort to normalize each Client's lifestyle. Such services are intended to help each Client reach and maintain his/her highest level of functioning resulting in integration into the community.

b) Residential Services to be provided by Contractor are further specified in Exhibit A, "Scope of Work," Item A.1, attached hereto, incorporated herein and made by reference a part hereof. Any updates to the "Scope of Work" will require an Amendment to this Agreement prior to the new "Scope of Work" becoming effective.

2) Outpatient Specialty Mental Health Services:

a) Contractor shall provide Clients with Specialty Mental Health Services while Clients are a resident of one of the Contractor's Facilities identified in this Agreement.

b) Specialty Mental Health Services to be provided by Contractor are further specified in Exhibit A, Item A.2.

C. County Responsibilities:

1) Admissions:

a) County shall refer Clients to Contractor in accordance with agreed-upon processes.

b) County shall send Contractor copies of Client's benefits and insurance information prior to admission.

c) Clients should arrive with two (2) weeks of medication, Physicians Report (LIC612), and results of a tuberculosis test completed within six (6) months of the date of admission.

2) Discharges: 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.

D. Client Eligibility: Clients served under this Agreement must be age eighteen (18) years or older, and eligible for mental health services in conformance with all applicable Federal and State statutes.

E. 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, "Complex Care Level of Service," attached hereto, incorporated herein and made by reference a part hereof.

LEVELS OF TREATMENT COMPLEXITY	COMPLEXITY
Complexity Level I	18+
Complexity Level II	0-17

Contractor will utilize Exhibit B as an assessment tool prior to admission. County and Contractor will both provide input to determine the Client's level of treatment complexity prior to admission. Contractor to work in collaboration with County to determine the daily patch rate for each referred Client.

The Client's level of treatment complexity will be reassessed every six (6) months. If there is a significant change in the level of functioning prior to six (6) months, Contractor and County will establish a new benchmark assessment using Exhibit B as an assessment tool and adjust the daily patch rate accordingly.

F. Outcome Reporting: Contractor shall provide the County quarterly progress reports, summarizing the Clients overall progress to individual treatment goals, medication compliance, engagement in treatment, etc. Quarterly reports must be received within fifteen (15) days after the completion of each quarter (i.e., April 15th, July 15th, Oct 15th, and Jan 15th) or upon special request.

Measurable Outcomes:

1) At least eighty percent (80%) of County's Clients admitted to the program from higher level placements will move to a lower level of care within nine (9) to (12) twelve months of admission. The primary goal is for each Client to progress toward lower levels of care and return to the County of El Dorado.
2) The number of County Clients re-admitted to higher level placements will be reported to County to assess the long-term effectiveness of Contractor's programs.

G. 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 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.

H. Documentation and Information Requirements:

All documentation must be completed in compliance with Medi-Cal requirements.

1) Clinical Record:
   a) Contractor shall maintain adequate Client records, with a preference for an electronic clinical record, on each individual Client, which shall include diagnostic studies, records of Client interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, State, and county record maintenance requirements. Contractor shall ensure all written "Service Authorizations" documents shall become a part of the Client's clinical record.
   b) Contractor shall provide Clients with, and document in the Clients' clinical record the provision of the "Guide to Medi-Cal Mental Health Services," "Notice of Privacy Practices," and "Informed Consent" at the first appointment after receiving the Initial Authorization, at the time of re-assessment, and upon Client request. The "Guide to Medi-Cal Mental Health Services" can be accessed on the County Mental Health website, currently located at https://www.edcgov.us/Government/MentalHealth.
   c) Contractor shall inform Clients who are Medi-Cal Beneficiaries about grievance, appeal, expedited appeal, fair hearing, and expedited fair hearing procedures and timeframes as specified in 42 Code of Federal Regulations (CFR) Part 438 and State guidance. Contractor shall provide Clients with a copy of the County's documents titled "What is a Grievance" and "Grievance Form," and document the provision of this information in the Clients' clinical record.
   d) Services Provided in Language Other Than English

i. If services are provided to a Client in a language other than English, Contractor shall document the use of an alternate language in the Clients' clinical record and identify the language in which services were provided.

ii. In the event of the use of an interpreter services in the provision of SMHS, Contractor shall document in the Clients' clinical record the name of the interpreter service and the language utilized.

2) Progress Notes: Progress notes must minimally contain the required elements to be an allowable Medi-Cal billable service, including but not limited to the following elements: the date and time the services were provided; the date and time the documentation was entered into the medical record; the amount of time taken to provide the services; the location of the intervention; the relevant clinical decisions and alternative approaches for future interventions; the specific interventions applied; how the intervention relates to the Client's mental health functional impairment and qualifying diagnosis; identify the Client's response to the intervention; document any referrals to community resources and other agencies (when appropriate); be signed by the person providing the service (or electronic equivalent) with the person's type of professional degree, licensure, or job title. A progress note must be written for every service contact.

3) Treatment Plans:
   a) Contractor shall develop individualized culturally appropriate Treatment Plans meeting the criteria set forth in the Outpatient SMHS Protocol and in the MHP Agreement in effect at the time services are provided.
   b) Contractor shall modify the Treatment Plan when effectiveness or progress is not evident, or to meet the changing needs of the Client.
   c) Contractor staff will maintain services for Clients even when difficulties and challenges (e.g., a psychiatric emergency) disrupt the Treatment Plan.
   d) Contractor shall provide a copy of initial and updated Treatment Plans to county Case Manager or Program Manager within 10 days of completion.

4) Discharge Summary:
   a) Planned Discharge (Graduation): Contractor shall provide the County a copy of the written Discharge Summary within fourteen (14) days following a planned discharge (graduation); and
   b) Unplanned Discharge: Contractor shall provide the County a copy of the written Discharge Summary within thirty (30) days following the last date of service for unplanned discharges.

5) Psychiatric and Medication Support Services:
   a) Psychiatric and Medication Support Services shall be provided and documented in accordance with CCR, Title 9, Division 1 and Medi-Cal billing requirements.
   b) Contractor shall notify the County in writing when the waiting time to see a Psychiatrist exceeds twenty (20) days.
   c) Lanterman-Petris-Short (LPS) Evaluations and Declarations: Upon request of the County, Contractor will provide LPS conservatorship assessments with two of their three psychiatrists. The psychiatrists complete an evaluation of the Clients' mental status, medication efficacy, and psycho social dynamics; in addition will determine Clients' legal status and provide a recommendation. However, if the county wants to provide the

evaluation, or part of it, this would be acceptable as well. Annual evaluations and conservatorship declarations are provided at no cost to the County, evaluations will be billed to Medi-Cal.

6) Requirements Regarding Information Provided to Clients:
   a) The Contractor shall provide information in a manner and format that is easily understood and readily accessible to beneficiaries. (42 CFR Section 438.10(c)(1).)
   b) The Contractor shall provide all written materials for Clients in easily understood language, format, and alternative formats that take into consideration the special needs of beneficiaries. (42 CFR Section 438.10(d)(6).)
      i. Language: Contractor shall make its materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's mental health education materials, available in the prevalent non-English languages in the County. (42 CFR Section 438.10(d)(3). The Contractor shall include taglines provided in "Language Assistance," attached hereto as Exhibit C, and incorporated herein and made by reference a part hereof, in the prevalent non-English languages in the State, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR Section 438.10(d)(2).)
      ii. Font: Contractor shall provide all written materials for potential Clients and Clients in a font size no smaller than 12 point (42 CFR Section 438.10(d)(6)(ii)). "Large print" means printed in a font size no smaller than 18 point (42 CFR Section 438.10(d)(3).
      iii. Alternate Formats: The Contractor shall ensure its informational materials are available in alternative formats, including large print, audio and/or braille depending upon the needs of the Clients, upon request of the potential Clients or Clients at no cost.
      iv. Auxiliary Aids: The Contractor shall make auxiliary aids and services, such as TTY/TDY, available upon request and free of charge to each Client. (42 CFR Section 438.10(d)(3)-(4).) Contractor shall also notify Clients how to access these services. (42 CFR Section 438.10(d) (5)(ii)-(iii).)
      v. Interpretation: The Contractor shall make interpreter services, including American Sign Language (ASL), available and free of charge for any language. (42 CFR Section 438.10(d)(2), (4)-(5).) Contractor shall notify Clients that the service is available and how to access those services. (42 CFR Section 438.10(d)(5)(i), (iii).)
   c) The Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (42 CFR Section 438.10.)

7) Cultural Competency Plan: Upon request, Contractor shall provide each Client with a copy of its Cultural Competency/Linguistic Policy and Procedure. Contractor shall provide its Cultural Competency/Linguistic Policy to County, upon request.

I. Operation and Administration:

1) Contractor agrees to furnish at no additional expense to County beyond the amounts identified under Article III, "Compensation for Services," all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
2) Contractor, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by Contractor and made available for review or inspection by County at reasonable times during normal business hours.
3) Contractor shall notify the County of any/all changes in leadership staff within ten (10) days of change. Leadership staff includes but is not limited to Executive Director, Clinical/Program Director, Chief Fiscal Officer, Psychiatrist, and Chairperson of the Board of Directors.
4) If Contractor becomes aware that a Client becomes ineligible for Medi-Cal, Contractor shall notify the County, and Client's Conservator if the Client is conserved, in writing within twenty-four (24) hours, and refer the Client, or Client's Conservator if the Client is conserved, to the Client's Medi-Cal Eligibility Worker.
5) All program-related written materials must be provided, minimally, in English and in the County's Medi-Cal threshold language.
6) In the event that Contractor is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than County, Contractor shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time. Contractor must seek compensation from the subpoenaing party, and County shall not be liable if Contractor fails to receive compensation.
7) Contractor shall have representative staff attend County-sponsored Provider Meetings and other work groups as established and scheduled.
8) Notification of Events:
    a) Occurrences of a Serious Nature: Contractor shall notify Contract Administrator, in writing, 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.
    b) Notification of Death:
        i. Contractor shall notify Contract Administrator immediately by telephone 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 report faxed or hand-delivered within twenty-four (24) hours of the telephone notification.
        ii. Notification Content: The Notification of Death shall contain the name of the deceased, the date and time of death, the nature, and

circumstances of the death, and the name(s) of Contractor's officers or employees with knowledge of the incident.

All services provided pursuant to this Agreement shall be in accordance with the terms and conditions set forth.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the dates from July 1, 2020 through June 30, 2023, unless terminated pursuant to the provisions contained herein this Agreement under Article XIV, "Default, Termination, and Cancellation" or Article XIII, "Fiscal Considerations."

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 HHSA Director, or designee.

A. Residential Rates: Residential Rates are set forth in Exhibit D. Notice of rate changes shall be submitted, in writing, to the address noted in Article XV, "Notice to Parties." Said notice shall be provided at least thirty (30) days in advance of a rate change. Upon HHSA's written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

B. Enhanced Support and Supervision: Enhanced Support and Supervision examples are individual stand by assistance for medical treatment or physical therapy, bereavement support, or other one on one support necessary to reduce risk of escalation of symptoms and behaviors. Rates are set forth in Exhibit D.

C. Transportation: Client transportation description and rates are set forth in Exhibit D "Rate Sheet."

D. Prior Authorizations: It is expressly understood and agreed between the parties hereto that the County shall make no payment for County Clients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from the County. County will provide Contractor with written confirmation of the authorization within twenty-four (24) hours of admission into Contractor's facility for Clients referred by County to Contractor. Exhibit A defines

the services that are provided in the inclusive rates as defined in Exhibit D. If County Clients need services that are not included in Exhibit A of this Agreement, Contractor will obtain prior written authorization from County before the services are provided. If the services are in addition to those defined in Exhibit A, a written amendment to this Agreement will be executed. Under no circumstances shall the Contractor make unilateral direct placements to Institutions for Mental Disease, or other facilities, without prior written authorization from County.

E. Re-Authorizations: Placements of non-Medi-Cal Clients must be re-authorized every thirty (30) days by the County. Placements of Medi-Cal Clients must be re-authorized every three (3) months. Re-authorization will be the responsibility of the County, and a thirty (30) day notice will be provided to Contractor if County Client is no longer going to be re-authorized for services at Contractor's facility.

F. Bed Holds: Holding a bed while a Client is absent from the facility shall require written pre-authorization by the County Contract Administrator, or designee, in the form of a "Bed Hold Authorization" form, Exhibit E, attached hereto, incorporated herein and made by reference a part hereof. The Bed Hold rate shall be in accordance with Exhibit D, "Rate Sheet."

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 HHSA 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 addressed as indicated in the table below or to such other location as County or Contractor may direct per Article XV, "Notice to Parties."

Email invoices to:	Mail remittance to:
BHInvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program	Psynergy Programs, Inc. 18525 Hale Avenue, Suite 200 Morgan Hill, CA 95037 Attn: Accounts Receivable

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 documents pursuant to this Agreement, 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 Article XIV, "Default, Termination, and Cancellation."

H. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional 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 and a detailed explanation of why the invoice was not submitted in the approved timeframe.

- For the period **July 1st through June 30th** of this Agreement, supplemental invoices for additional services as defined herein above, received after July 31st, shall be neither accepted nor paid by the County. Any exceptions to the supplemental invoice process must be approved by HHSA's Chief Fiscal Officer, or designee.

ARTICLE IV
Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed $450,000.

ARTICLE V
Financial Documents

A. **Audited Financial Reports:** Contractor shall submit to the County audited financial reports specific to this contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles (GAAP) and generally accepted auditing standards (GAAS) (42 CFR Section 438.3(m)).

B. **Cost Report:** The Cost Report shall be the final financial record of services rendered under this Agreement, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Contract Administrator, or successor, upon reasonable notice. The Cost Settlement terms and other related clauses of this Agreement shall survive the term of the Agreement. If Cost Reporting, Cost Settlement, and Audits are performed during or after the termination date of the Agreement, Contractor shall reimburse County for the portion of the funding in this Agreement that is not reimbursed by State and/or federal governments.

Contractor shall prepare the Cost Report in accordance with the State Department of Health Care Services Cost and Financial Reporting System Local Program Financial Support Instruction Manual, incorporated by reference as if fully set forth herein. Contractor shall return the completed Cost Report to County within thirty (30) days from issuance of Cost

Report materials ("Cost Report Due Date"), including but not limited to instructions, templates and units of service reports by County, unless a written request for an extension is approved by the HHSA Chief Fiscal Officer, or successor. County shall review Contractor's Cost Report and communicate with Contractor in order to verify units from County's Electronic Health Record report and confirm that the various updates are included in the Cost Report. Contractor shall work with County responsively and cooperatively to finalize the Cost Report.

It is agreed between County and Contractor that the provisional rates stated in this Agreement are intended to approximate the Contractor's actual costs. Should the actual rate as determined in the Cost Report for the Fiscal Period be less than the provisional rate, Contractor agrees to reimburse County for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to County no later than December 31 following the Fiscal Period. Based upon written approval by the HHSA Director, this reimbursement may be made via monthly installment payments for up to six (6) months. Costs will be settled to the lesser of actual and allowable costs, published charges and contracted rates and not exceeding the maximum amount of this Agreement.

If Contractor fails to submit an accurate and complete Cost Report by the Cost Report Due Date, County shall not make any further payments to Contractor under this Agreement until Contractor submits an accurate and complete Cost Report.

C. **Cost Settlement:** Contractor will reimburse County, as indicated in the County/State Final Cost Settlement. Reimbursement shall be processed thirty (30) days after the State issues its report, or accomplished by a credit on funds due to Contractor on a subsequent Agreement. County shall notify Contractor of the issuance of the State's report. The County may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the County from prior expired contracts between parties.

In the Final Cost Settlement process, the unit rate established in the preliminary cost settlement shall be the basis for reimbursement to the County, unless the State authorizes a change to the total units.

ARTICLE VI

A. **Audits, Inspections, Monitoring:** Contractor and/or Subcontractor shall comply with the requirements set forth in this Article. Contractor shall ensure any Subcontractors are aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code (PCC) Section 10115.10.

Contractor shall comply with audit requests by the County, at no cost to the County, including granting County access to Contractor's medical records as they relate to services provided to individual Clients who received SMHS pursuant to a Service Authorization from the County.

The Contractor shall maintain and make available to auditors at all levels, county, State, and federal, if applicable, accounting and program records including supporting source documentation, and cooperate with all auditors.

The Contractor, or auditors performing monitoring or audits of the Contractor, or its subcontracting service providers shall immediately report to the County any incidents of fraud, abuse, or other criminal activity in relation to this Agreement.

In the event any billings for services that are subject to recoupment, or otherwise disallowed, are identified through a County, State or federal audit, the County may recover from Contractor the amount subject to recoupment and/or disallowed. Reimbursement from Contractor to County shall be remitted to County no later than six (6) months following the notification of recoupment and/or disallowance. Based upon written approval by the HHSA Director, this reimbursement may be made via monthly installment payments for up to six (6) months.

1) Audits/Thresholds:

a) *If the Contractor is a nonprofit organization, as defined in Health and Safety Code [HSC] Section 38040,* and receives $25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to conduct an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to GAAS. This audit does not fulfill the audit requirements of Paragraph 1c below. The audit shall be completed by the fifteenth (15^{th}) day of the fifth (5^{th}) month following the end of the Contractor's fiscal year, and/or

b) *If the Contractor is a nonprofit organization, as defined in HSC Section 38040,* and receives less than $25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to conduct a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of State law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph 1(c) below. The audit shall be completed by the fifteenth (15^{th}) day of the fifth (5^{th}) month following the end of the Contractor's fiscal year, and/or

c) *If the Contractor* expends $750,000 or more in federal awards, either as a result of direct federal awards or by way pass-through funding from a State, County, or community based organization, the Contractor agrees to conduct an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 CFR 200, Subpart F, "Audit Requirements"(Commonly known as an A-133), and shall be completed by the end of the ninth month following the end of the audit period.

d) If the Contractor submits to DHCS a report of an audit other than a Single Audit as identified in 2 CFR 200.501(b), the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

e) 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 GC 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.

f) Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable available at any time for inspection, examination, monitoring, audit, or copying by County, DHCS, Centers for Medicare & Medicaid Services (CMS), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and State agencies (42 CFR Section 438.3(h)). This audit right will exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later (42 CFR Section 438.230(c)(3)(iii).) County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk. (42 CFR Section 438.230(c)(3)(iv))

g) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and State agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 CFR Sections 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

h) The Contractor, and any subcontractors authorized in accordance with Article XI "Assignment and Delegation," shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including Beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 CFR parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10

years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (42 CFR Section 438.3(u); See also Section 438.3(h).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

i) Contractor agrees that the County, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the County and/or State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

2) Inspection:

a) Inspection shall occur at the Contractor's and/or subcontractor's place of business, premises, physical facilities, facility, office, or such part thereof as may be engaged in the performance of this Agreement in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten (10) years from the close of the State fiscal year in which the contract was in effect.

b) The County or State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

c) County shall, at its sole discretion, perform annual, or more frequent, on-site and/or off-site audit of services provided under this Agreement. The County may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. Identification of any exceptions or findings with regard to compliance with the terms and conditions of this Agreement shall be brought to the attention of the Contractor. Upon notification of an exception or finding, the Contractor shall submit a written CAP, including a proposed timeline for correction of said finding or exception, within thirty (30) days. The County will

review and approve or revise the proposed CAP, and, if necessary, provide technical assistance to bring the vendor into compliance.

d) Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to CCR, Title 9, Sections 1810.380 and 1810.385.

i. The fact that the County inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems, and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice does not constitute acceptance of such practices or a waiver of the County enforcement rights under this Agreement.

3) Monitoring:

a) Audits and/or inspections by any representative of the Federal government, State government, or County may include the review of any and all terms related to this agreement with the Contractor. Audits and/or inspections by the County may be performed by way of, but limited to, annual Contract Monitoring Surveys, administered by the County. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) 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 within the specified time period 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.

b) Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of corrective action within thirty (30) days, or otherwise as specified in the notice of required corrective action provided by the County. Continued non-compliance will be considered a breach which may lead to termination of this Agreement in accordance with Article XIV, "Default, Termination, and Cancellation."

c) Contractor and/or subcontractor shall participate in the monitoring, reviews and/or audits of the County's records and documents by other State or federal agencies upon request of County.

ARTICLE VII

Assurance of Compliance: Contractor shall comply with Exhibit G, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit G upon request by County.

ARTICLE VIII

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 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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XI

Assignment and Delegation:

A. 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.

B. Contractor shall not subcontract, assign or delegate services to providers excluded from participation in Federal health care programs under either Section 1128 or Section 1128A of the Social Security Act. (42 CFR Section 438.214(d).)

C. Any work or services specified in this Agreement which will be performed by other than the Contractor shall be evidenced by a written Agreement and contain:

   1) The activities and obligations, including services provided, and related reporting responsibilities. (42 CFR Section 438.230(c)(1)(i).)
   2) The delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Agreement. (42 CFR Section 438.230(c)(1)(ii).)
   3) Subcontractor's agreement to submit reports as required by the Contractor and/or the County.
   4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.
   5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.
   6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 CFR Section 438.230(c)(2).)
   7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.

8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies permitted by State or federal law when the County or the Contractor determine that the subcontractor has not performed satisfactorily. (42 CFR Section 438.230(c)(1)(iii).)

9) The nondiscrimination and compliance provisions of this Agreement.

10) A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable available at any time for inspection, examination or copying by the County, DHCS, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and State agencies. (42 CFR Section 438.3(h).) This audit right will exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 CFR Section 438.230(c)(3)(iii).) The County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk. (42 CFR Section 438.230(c)(3)(iv).)

11) Inspection shall occur at the subcontractor's place of business, premises or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten (10) years from the close of the State fiscal year in which the subcontract was in effect. Subcontractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the County.

12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract, and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified as set forth in Article VI "Audits, Inspections, Monitoring" of this Agreement.

13) Subcontractor's agreement to hold harmless the State, County and Clients in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.

14) Subcontractor's agreement to comply with the County and Contractor's policies and procedures on advance directives.

15) The "Smoke-Free Workplace Certification" will be inserted into any subcontracts entered into that provide for children's services as described in the Pro-Children Act of 1994.

D. The Contractor shall maintain and adhere to an appropriate system, consistent with federal, State and local law, for the award and monitoring of contracts that contain acceptable standards for insuring accountability.

E. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds; or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

F. Subcontractors shall comply with the confidentiality requirements set forth in the section titled "Confidentiality" of this Agreement.

G. Contractor shall monitor any subcontractor's compliance with the provisions of this agreement, and shall provide a corrective action plan if deficiencies are identified.

H. No subcontract terminates the legal responsibility of the Contractor to the County to

assure that all activities under this contract are carried out.

I. Contractor shall take positive efforts to use small businesses, minority-owned firms and women's business enterprises, to the fullest extent practicable, including if the Contractor subcontracts services pursuant to Article XI, "Assignment and Delegation" Contractor shall:

1) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
2) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
3) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
4) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

ARTICLE XII

Independent Contractor/Liability: 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 terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Default, Termination, and Cancellation:

A. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

B. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

C. Default: Upon the occurrence of default of any of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

   Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

D. Judicial or Administrative Proceedings: Contractor will notify the County if it is named as a defendant in a criminal proceeding for a violation of the Health Insurance Portability and Accountability Act (HIPAA) or other security or privacy law. The County may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The County may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. The County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

E. Effect of Termination: Upon termination or expiration of this Agreement for any reason, the Contractor shall return or destroy all individually identifiable health information (IIHI) received from the State that the Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible.

This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

F. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Court, Bldg. C, 2nd Floor
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

PSYNERGY PROGRAMS, INC.
18525 Hale Avenue, Suite 200
Morgan Hill, CA 95037
ATTN: President, or successor

or to such other location as the Contractor directs.

ARTICLE XVI

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 in this Agreement under Article XV, "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, or successor, 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 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.

ARTICLE XVIII

Litigation: The County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the County of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XIX

Waivers: A failure of County to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XX

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. Full Workers' Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a $2,000,000.00 aggregate limit.

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, 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 per occurrence.

E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

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. The Contractor's insurance coverage shall be primary insurance as respects the 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 the Contractor's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the 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 the County.

ARTICLE XXI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of GC Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in Article XIV, "Default, Termination and Cancellation."

The Contractor shall comply with the conflict of interest safeguards described in 42 CFR part 438.58 and the prohibitions described in Section 1902(a)(4)(C) of the Public Health Service Act. (42 CFR Section 438.3(f)(2).)

Contractor's officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (GC Section 1090, 1091; 42 CFR Section 438.3(f)(2).)

ARTICLE XXIV

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding $1,500.00.

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

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXVII

County Business License: 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 Code Section 5.08.070.

ARTICLE XXVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Nicole Cable, Manager of Mental Health Programs, Behavioral Health Division, or successor.

ARTICLE XXIX

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 XXX

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 XXXI

Venue: 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 XXXII

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 XXXIII

Additional Terms and Conditions:

A. Contractor acknowledges and agrees that this Agreement is intended to implement the following programs and agreements:

- Agreement 18-95241 by and between the County of El Dorado and California Department of Health Care Services (known as the Performance Agreement), available at https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx;
- Agreement 17-94580 by and between the County of El Dorado and California Department of Health Care Services (known as the Mental Health Plan or MHP), available at https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx;
- Proposition 63, otherwise known and the Mental Health Services Act, was passed by California voters on November 2004, and is available at http://www.dhcs.ca.gov/services/mh/Pages/MH_Prop63.aspx;
- MHSA Plan, and any Annual Updates, for the County of El Dorado that are currently in effect during the term of this Agreement, available at https://www.edcgov.us/government/mentalhealth/mhsa/pages/mhsa_plans.aspx

Contractor certifies that they have read and understand the four documents identified above, and shall comply with their provisions, including any updates hereto, during the term of this Agreement.

_____

_____ _____

Contractor Date

B. **Service Provider Requirements:**

1) Staffing Requirements:

a) For the purposes of this Agreement "staff" shall mean any person employed on a part-time, full-time, extra-help, temporary or volunteer basis who works at, for, or with the Contractor during the term of this Agreement.

b) Contractor agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State or County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for

provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.

c) Contractor shall at all times have the internal capacity to provide the services called for in this Agreement with personnel that have the requisite cultural and linguistic competence required to provide SMHS under this Agreement.

d) Contractor shall provide clinical supervision or consultation to all treatment staff, licensed, registered, waived, or unlicensed providing services under this Agreement.

e) Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board.

2) Credentialing, Re-Credentialing, and Licensing:

a) Contractor shall perform credentialing and re-credentialing activities per CCR Title 9, Sections 1810.435(a) and 1810.435(b), and DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 18-019, (This and subsequent notices can be found at https://www.dhcs.ca.gov/formsandpubs/Pages/MHSUDS-Information-Notices.aspx.), shall review its providers for continued compliance with standards at least once every three years, and shall make proof of those credentials upon request.

b) Required Licenses and Credentials: Contractor hereby represents and warrants that Contractor and any of its staff or subcontractors providing services under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor, staff, 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. Contractor shall submit a copy of any licensing report issued by a licensing agency to HHSA within ten (10) business days of Contractor's receipt of any such licensing report.

3) Enrollment, Provider Selection, and Screening:

a) Comply with the provisions of 42 CFR, Sections 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

b) The Contractor shall ensure that all network providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 CFR part 455, subparts B and E. (42 CFR Section 438.608(b).)

c) The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to one hundred twenty (120) days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one (1) one hundred twenty (120) day period without enrollment of the provider, and notify affected beneficiaries. (42 CFR Section 438.602(b)(2).)

d) The Contractor shall have written policies and procedures for selection and retention of providers. (42 CFR Section 438.214(a).) Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 CFR Section 438.12(a)(2), 438.214(c).)

e) The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. (42 CFR Section 438.12(a)(1).)

f) Contractor shall only use licensed, registered, or waivered providers acting within their scope of practice for services that require a license, waiver, or registration. (CCR Title 9, Section 1840.314(d).)

g) The Contractor is not located outside of the United States. (42 CFR Section 602(i).)

h) A background screening of all employees who may access personal health information (PHI) or personal information (PI) must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each employee's background check documentation for a period of three (3) years.

4) Debarment and Suspension Certification:

a) Federal funds may not be used for any contracted services if Contractor is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

b) In accordance with Title 45 CFR Part 76.100, Title 42 CFR Sections 1128 and 1128A, Social Security Act; Title 42 CFR Sections 438.214 and 438.610; and Mental Health Letter No. 10-05 and DHCS MHSUDS Information Notice 18-020, Contractor will comply with the Federal Health and Human Services, Office of Inspector General's requirement that any provider excluded from participation in federal health care programs, including Medicare or Medicaid/Medi-Cal, may not provide services under this Agreement. Payment will be denied for any services provided by a person identified as excluded from participation in federal health care programs.

c) Consistent with the requirements of 42 CFR part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest through checks of federal and State databases at intervals identified in MHSUDS Information Notice 18-019 as may be amended or replaced. The following identifies these databases:

i. Office of Inspector General List of Excluded Individuals/Entities (LEIE)

ii. DHCS Medi-Cal List of Suspended or Ineligible Providers

iii. Social Security Administration's Death Master File

iv. National Plan and Provider Enumeration System (NPPES)
v. Excluded Parties List System (EPLS)

d) If the Contractor finds a party that is excluded, it must promptly notify the County (42 CFR Section 438.608(a)(2),(4)) and the County will notify the State, and take action consistent with 42 CFR Section 438.610((d) and cease billing for any services rendered by the excluded provider as of the effective date of the exclusion. The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

e) Allowing staff listed in any State or federal database to provide services performed under this Agreement will result in corrective action.

f) Contractor shall not assign or continue the assignment of any employees, agents (including subcontractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior ten (10) years for any felony as specified in Penal Code Sections 667.5 and/or 1192.7, to provide direct care to Clients.

g) By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR part 3017, 45 CFR part 76, 40 CFR part 32, or 34 CFR part 85.

h) The Contractor shall not knowingly have any prohibited type of relationship with the following:
   i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 CFR Section 438.610(a)(1).)
   ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section. (42 CFR Section 438.610(a)(2).)

i) By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
   ii. Have not within a period of three (3) years preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
   iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with

commission of any of the offenses enumerated in Paragraph i(2) herein; and

iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, State or local) terminated for cause or default.

v. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

vi. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

j) If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County Contract Administrator, or successor.

k) The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order (FEO) 12549.

l) The Contractor shall provide the County with its Data Universal Numbering System (DUNS) number, and will be required to register and maintain an active registration with the Federal Government's System of Award Management (www.sam.gov); evidence of registration renewal must be provided by the Contractor to the County within thirty (30) days of request.

C. **Facilities:**

1) Medi-Cal Site Certification: Contractor shall maintain at least the following Medi-Cal Site Certified and appropriate facility(ies):

Facility Addresses	
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 Vista De Robles 9951 Horn Rd., Ste B Sacramento, CA 95827	

a) Contractor shall maintain current written policies and procedures required by the Short Doyle/Medi-Cal (SD/MC) Provider Certification & Re-Certification Protocol issued by the State.

b) Contractor shall comply with the provisions of CCR Title 9, Section 1810.435.

c) Contractor shall comply with the requirements of CCR Title 9, Section 1810.435(e) by cooperating with the County for inspection of any site owned, leased, or operated by the Contractor and used to deliver covered services to beneficiaries, except that on-site review is not required for a public school or a satellite site. "Satellite site" means a site owned, leased, or operated by an organizational provider at which SMHS are delivered to beneficiaries fewer than twenty (20) hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

2) Changes to Site Certified Facilities: Contractor shall notify County of any changes that may affect Medi-Cal Site Certification, including but not limited to structural changes, relocation, expansion, closure, identification of staff as ineligible to provide services, in accordance with the section titled "Service Provider Requirements" herein, or major staffing/organizational structure changes. Such notification shall occur at least forty-five (45) days prior to the change occurring, to the extent possible. If not possible in forty-five (45) days, Contractor shall provide County with notification in accordance with Article XV "Notice to Parties" herein, within one (1) business day of changes.

a) Contractor shall not provide Medi-Cal services at any site, other than a satellite site or a public school, prior to receiving authorization from the County to do so, nor may Contractor provide services at a site for which the Medi-Cal site certification has expired or otherwise terminated.

b) Contractor shall provide CMS, the State Medicaid agency, the County, and their agents, and/or designated contractors with access to provider locations to conduct unannounced on-site inspections of any and all provider locations, with the exception of satellite sites.

c) Correction of Issues Identified During Inspections: Contractor shall be responsible to address any issues identified by County during inspections to meet Medi-Cal requirements and shall provide County with a record of corrective action(s).

3) Signage, Documents and Media:

a) All required signage shall be displayed in a manner that is easily accessible to all Clients, staff, family members, and visitors in all Contractor service locations providing Outpatient SMHS.

b) Posting of Signs and Availability of Forms/Documents/Audio Media: Contractor shall ensure compliance with "Provider Re/Certification Protocol."

D. **Choice of Provider:** Contractor shall provide a beneficiary's choice of the person providing services to the extent possible and appropriate consistent with CCR Title 9, Section 1830.225, and 42 CFR part 438.3(I).

E. **Utilization Review:**

1) Contractor shall establish and maintain systems to review the quality and appropriateness of services in accordance with federal and State Program Requirements operative during the term of this Agreement. Contractor shall comply with existing Federal regulations for utilization review pursuant to Title 42, Code of Federal Regulations (CFR), Part 456, Subpart D. These shall include certification of need for care, evaluation and medical review, plans of care and utilization review plan. Contractor shall establish a Utilization Review

Committee and/or Unit, with the function to determine that admissions and length of stay are appropriate to that level of care and to identify problems with quality of care. Composition of the committee and/or unit shall meet minimum State and Federal requirements.

2) Contractor shall participate in all County-requested Utilization Reviews.

F. **Problem Resolution and Beneficiary Rights:**

1) Problem Resolution: Contractor shall ensure that each Client is aware of, and has access to the County's Problem Resolution process.

2) Contractor shall comply with County written policies regarding the beneficiary rights, applicable laws and regulations relating to patients' rights, including but not limited to WIC 5325; CCR, Title 9, Sections 862 through 868; and 42 CFR Section 438.100. Should the Contractor receive approval to subcontract in accordance with Article XI, "Assignment and Delegation," Contractor shall ensure that its subcontractors comply with all applicable patient's rights laws and regulations; including the right to:

a) Receive information in accordance with 42 CFR 438.10 (42 CFR Section 438.100(b)(2)(i));

b) Be treated with respect and with due consideration for his or her dignity and privacy (42 CFR Section 438.100(b)(2)(ii));

c) Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand (42 CFR Section 438.100(b)(2)(iii))

d) Participate in decisions regarding his or her health care, including the right to refuse treatment (42 CFR Section 438.100(b)(2)(iv));

G. **Accreditation Status:**

1) The Contractor shall inform the County whether it has been accredited by a private independent accrediting entity.

2) If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:

a) Its accreditation status, survey type, and level (as applicable);

b) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

c) The expiration date of the accreditation.

H. **Advance Directives:** Contractor shall comply with County policies and procedures on advance directives. For Clients age eighteen (18) and older, Contractor shall provide adult Clients with the written information on advance directives and shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. Contractor shall educate its staff concerning the County and Contractor's policies and procedures on advance directives. Any written materials prepared by the Contractor shall be updated to reflect changes in State laws governing advance directives as soon as possible, but no later than ninety (90) days after the effective date of the change.

I. **Air or Water Pollution Requirements:** Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions:

1) Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 United States Code [USC] 1857(h)), Section 508 of the Clean Water Act (33 USC 1368),

Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2) Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended.

3) Air or Water Pollution Violation: Under the State laws, the Contractor shall not *be:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

J. **Americans With Disabilities Act:** Contractor agrees to ensure that services provided and deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 USC Section 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the CFR. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC Section 11135 codifies Section 508 of the Act requiring accessibility of electronic and information technology.

K. **Child Support Compliance Act:** For any Agreement in excess of $100,000, the Contractor acknowledges in accordance with PCC 7110, that:

1) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

2) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

3) Contractor agrees to furnish to Contract Administrator within thirty (30) calendar days of the award of this Agreement:

   a) In the case of an individual Contractor, his/her name, date of birth, social security number and address of residence.

   b) In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.

   c) A signed "Child Support Compliance Act Certification", attached hereto as Exhibit H, incorporated by reference and made a part hereof, signifying that Contractor has fully complied with all applicable federal and State reporting requirements regarding its employees.

   d) A certification that Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply. Contractor is responsible to be knowledgeable

of all current federal and State Regulations regarding Child Support Enforcement. Failure of Contractor to timely submit the data and/or certifications required under this section, or to comply with all federal and State reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of this Agreement in accordance with Article XIV, "Default, Termination and Cancellation."

e) It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or State statute.

L. **Client Liability for Payment:**

1) The Contractor or an affiliate, vendor, contractor, or subcontractor of the Contractor shall not submit a claim to, or 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 contract, except to collect other health insurance coverage, share of cost, and co-payments (CCR, Title 9, Section 1810.365 (a)).

2) The Contractor or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold Clients liable for debts in the event that the Contractor becomes insolvent; for costs of covered services for which the County does not pay the Contractor; for costs of covered services for which the County or the Contractor does not pay the Contractor's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. (42 CFR Section 438.106 and CCR Title 9, Section 1810.365(c).)

3) The Contractor shall ensure any subcontractors and providers do not bill Clients for covered services, any amount greater than would be owed if the Contractor provided the services directly (42 CFR Section 483.106(c)).

M. **Confidentiality:**

1) <u>Confidentiality of Information:</u>

a) The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b) The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c) The Contractor and its employees, agents, or subcontractors shall promptly transmit to the County all requests for disclosure of such identifying information not emanating from the Client or person.

d) The Contractor shall not disclose, except as otherwise specifically

permitted by this Agreement or authorized by the Client, any such identifying information to anyone other than County without prior written authorization from the County Contract Administrator, or successor, except if disclosure is required by State or federal law.

e) For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f) As deemed applicable by County, this provision may be supplemented by additional terms and conditions covering PHI, PI, personal identifiable information (PII), or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions are outlined in County's Business Associate Agreement (BAA), attached hereto as Exhibit I, incorporated herein and made by reference a part hereof.

2) HIPAA Compliance:

a) As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of Exhibit I.

b) Confidentiality Requirements relating to HIPAA**:** The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the WIC, Section 431.300 et seq. of Title 42, CFR, and HIPAA including but not limited to Section 1320 d et seq. of Title 42, USC and its implementing regulations (including but not limited to Title 45, CFR, parts 160, 162 and 164) regarding the confidentiality and security of IIHI.

c) Contractor agrees to comply with all confidentiality requirements in the Privacy and Information Security Provisions of the MHP Agreement between DHCS and County, included in Exhibit F to that Agreement, incorporated by reference as if attached hereto.

N. **Conflict Resolution:** Should a dispute arise between the Contractor and the County relating to services provided under this Agreement:

1) County Contract Administrator and Contractor shall first informally discuss the problem. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the HHSA Assistant Director for Behavioral Health. The Assistant Director shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Assistant Director shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Assistant Director's decision, the Contractor may appeal to the final level.

2) When appealing to the final level, the Contractor must prepare an appeal indicating the reasons for disagreement with Assistant Director's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Assistant Director's decision. The appeal shall be addressed to the HHSA Director within ten (10) working days from receipt of the Assistant Director's decision. The HHSA Director, or his/her designee, shall meet with the Contractor to review the issues raised. A written decision signed by the HHSA Director shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

3) Unless otherwise stipulated in writing by County, all dispute, grievance and/or appeal correspondence shall be directed to the Contract Administrator.
4) Contractor shall continue with the responsibilities under this Agreement during any dispute.

O. **Covenant Against Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

P. **Cultural Competence:**
1) The Contractor shall participate in the County and State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

Q. **Domestic Partners:** For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with PCC Section l0295.3.

R. **Drug-Free Workplace Requirements**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2) Establish a Drug-Free Awareness Program to inform employees about:
   a) The dangers of drug abuse in the workplace;
   b) The person's or organization's policy of maintaining a drug-free workplace;
   c) Any available counseling, rehabilitation and employee assistance programs; and,
   d) Penalties that may be imposed upon employees for drug abuse violations.
3) Every employee who provides services under the terms of this Agreement will:
   a) Receive a copy of Contractor’s drug-free workplace policy statement; and,
   b) Agree to abide by the terms of the Contractor’s statement as a condition of employment under the terms of the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement in accordance with Article XIV, “Default, Termination, or Cancellation” or both, and Contractor may be ineligible for award of any future County agreements if the County determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC Section 8350 et seq.)

S. **Equal Opportunity Requirements:**

1) Federal:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212). Such notices shall State the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) and of the FEO No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by FEO

No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with Article XIV, "Default, Termination, and Cancellation," and the Contractor may be declared ineligible for further federal and State contracts in accordance with procedures authorized in FEO No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Contractor will include the provisions of Paragraphs 1 through 5 herein above in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to FEO No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 USC 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2) <u>State:</u>

a) The Contractor will comply with the California Fair Employment and Housing Act, Title 2, Division 3, Part 2.8, Chapter 6, Sections 12940 through 12952, and the California Labor Code.

T. **Gender Identity:** For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with PCC Section 10295.35.

U. **Human Subjects Use Requirements:** By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 USC Section 263a (Clinical Laboratory Improvement Amendments (CLIA)) and the regulations thereunder.

V. **International Classification of Diseases and Related Health Problems (ICD-10):**

1) The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) as the clinical tool to make diagnostic determinations

2) Once a DSM-5 diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10).

3) The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for SMHS to receive reimbursement of Federal Financial Participation (FFP) in accordance with the covered diagnoses for reimbursement of outpatient and inpatient Medi-Cal SMHS listed in MHSUDS Information Notice 17-004E.

4) The lists of covered ICD-10 diagnosis codes in MHSUDS Information Notice 17-004E are subject to change and the Department may update them during the term of this contract. Changes to the lists of covered ICD-10 covered diagnoses do not require an amendment to this contract and the Department may implement these changes via Mental Health and Substance Use Disorder Services Information Notices.

5) In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Contractor shall not exclude a beneficiary solely on the ground that the provider making the diagnosis has used the International Classification of Diseases (ICD) diagnosis system rather than the system contained in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association.

W. **Lobbying Prohibition:** United States Code Title 31, Section 1352 prohibits the use of any federal funds for lobbying activities. Contractor shall not use any funds paid from this agreement for any lobbying activities as defined in said code. Any lobbying activities performed by the Contractor that are funded through other, non-federal sources must be accurately tracked and properly allocated to ensure compliance with this provision.

X. **Miscellaneous Provisions:**

1) Disclaimer: The State makes no warranty or representation that compliance by the Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor is, or will be, secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI, PI, and PII.

2) Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or

agents assisting the Contractor in the performance of its obligation under this Agreement, available to the County or State at no cost to the County or State to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the County and/or State, their directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee or agent is named adverse party.

3) Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, HIPAA regulations, and any other applicable federal, State or local laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant State and federal laws.

4) Regulatory References**:** A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

5) Survival: The respective rights and obligations of the Contractor under herein this Agreement shall survive the termination or expiration of this Agreement.

6) Fulfillment of Obligation: No covenant, condition, duty, obligation, or undertaking continued or made a part of this Agreement shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

7) No Waiver of Obligations: No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

8) Signatures: This Agreement is of no force and effect until signed by both of the parties hereto. The Contractor shall not commence performance prior to the beginning of this Agreement or upon final approval.

9) Administrative Manual: Contractor shall maintain a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required State or federal notices, and procedures for reporting unusual occurrences relating to health and safety issues.

Y. **Officials Not to Benefit:** No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

Z. **Physician Incentive Plans:** Contractor agrees to comply with obligations for Physician Incentive Plans, if applicable based on the services provided under this Agreement.

AA. **Priority Hiring Considerations:** If this Contract includes services in excess of

$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under WIC Section 11200 in accordance with PCC Section10353.

BB. **Program Integrity:** To the extent that the Contractor is delegated responsibility for coverage of services and the result of supplying that information:

1) The Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste, and abuse that must include:
   a) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable federal, State and County requirements.
   b) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the Contractor's Executive Director, or equivalent.
   c) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and State standards and requirements under the contract.
   d) Effective lines of communication between the CO and the organization's employees.
   e) Enforcement of standards through well-publicized disciplinary guidelines.
   f) The establishment and implementation of procedures and a system for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 CFR Section 438.608(a), (a)(1).)

2) <u>Fraud Reporting Requirements:</u>
   a) Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the County and DHCS (42 CFR Section 455.(a)(1) on the following:
      i. Any potential fraud, waste, or abuse (42 CFR Section 438.608(a),(a)(7));
      ii. All overpayments identified or recovered, specifying the overpayments due to potential fraud (42 CFR Section 438.608(a),(a)(2));
      iii. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's resident or the death of the beneficiary (42 CFR Section 438.608(a), (a)(3));
      iv. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the County (42 CFR Section 438.608(a),(a)(4));

b) If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste, or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

c) The Contractor shall implement and maintain written policies for all employees, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other federal and State laws, including information about rights of employees to be protected as whistleblowers. (42 CFR Section 438.608(a), (a)(6).)

d) The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 CFR Section 438.608(a), (a)(8).)

3) Disclosures:

a) Disclosure of five percent (5%) or More Ownership Interest:

i. Contractor shall submit the disclosures outlined below regarding Contractor's ownership and control. Any person who has or obtains an interest of five percent (5%) or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least five percent (5%) of Contractor's property or assets, then the Contractor will make the following disclosures:

(a) The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

(b) Date of birth and Social Security Number (in the case of an individual);

(c) The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within thirty-five (35) days after any change in Contractor ownership or upon request of the County.

ii. The Contractor shall ensure that its subcontractors, if any, and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within thirty-five (35) days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 CFR Regulations part 455.104. Disclosures to be provided:

(a) The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall

include, as applicable, a primary business address, every business location, and a P.O. Box address;

(b) Date of birth and Social Security Number (in the case of an individual);

(c) Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a five percent (5%) or more interest);

(d) Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a five percent (5%) or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

(e) The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and

(f) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

iii. For each provider in Contractor's provider network, Contractor shall provide the County with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 CFR part 455.104.

b) Disclosures Related to Business Transactions – Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within thirty-five (35) days, upon request. The following information must be disclosed:

i. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

ii. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

iii. Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection b.1. and b.2. within thirty-five (35) days upon request.

c) Disclosures Related to Persons Convicted of Crimes:

1) Contractor shall submit the following disclosures to the County regarding the Contractor's management:

i. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 CFR Section 455.106(a)(1),(2).)

ii. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 CFR Section 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 CFR part 455.101.

2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

CC. **Prohibited Use of State Funds for Software:** Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

DD. **Provider Beneficiary Communications**

1) The Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in CCR, Title 9, Sections 1810.223 and 1810.254, who is acting within the lawful scope of practice, from advising or advocating on behalf of a beneficiary for whom the provider is providing mental health services for any of the following:

a) The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

b) Information the beneficiary needs in order to decide among all relevant treatment options;

c) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

d) The beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 CFR Section 438.102(a)(1).)

EE. **Provider Notifications:** The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:

1) Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.

2) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.

3) The availability of assistance to the beneficiary with filing grievances and appeals.

4) The beneficiary's right to request a State fair hearing after the County has made a determination on a beneficiary's appeal, which is adverse to the beneficiary.

5) The beneficiary's right to request continuation of benefits that the County or

Contractor seeks to reduce or terminate during an appeal or State fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or State fair hearing is pending if the final decision is adverse to the beneficiary.

FF. **Record Keeping, Record Retention:**

1) Records and Documents**:** Records and documents include, but are not limited to, all physical and electronic records and documents originated or prepared pursuant to Contractor or subcontractor's performance under this contract, including books, work papers, reports, financial records and documents of account, Client records, prescription files, subcontracts, any other documentation pertaining to covered services and other related services for beneficiaries, and other evidence, accounting procedures and practices, sufficient to properly reflect all services provided and direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses.

2) Record Retention:

a) Contractor and any subcontractors shall maintain and retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this contract, including beneficiary grievance and appeal records, and information and documentation specified in 42 CFR parts 438.604, 438.606, 438.608 and 438.610 for a period of no less than ten (10) years from the term end date of this contract or in the event the Contractor has been notified that an audit or investigation of this contract has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR Section 438.3(u)) (see also Section 438.3(h)).

b) Contractor and any subcontractors shall agree to maintain and preserve all Client records for a minimum of ten (10) years from the date of discharge and in the case of minors, for at least one (1) year after the minor Client's eighteenth (18th) birthday, but in no case less than ten (10) years from the date of discharge.

c) Contractor and any subcontractors shall agree to maintain and preserve all financial records for a term of at least seven (7) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by federal or State law.

d) Contractor and any subcontractors shall agree to maintain and preserve all other records and documents, until seven (7) years after termination of this Agreement and final payment from DHCS to the County, to permit DHCS, County or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers, and records related to the subcontract and to allow interviews of any employees who might reasonably have information related to such records.

e) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the required retention period from the date of any resulting final settlement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the required

retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

GG. **Smoke-Free Workplace Certification:**

1) Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
2) Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
3) By signing this Agreement, Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.
4) Contractor further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Pro-Children Act of 1994.

HH. **State and Federal Law Governing this Contract:** Contractor agrees to comply with all applicable federal and State laws, including but not limited to the statutes and regulations specifically referenced in the County's MHP agreement with DHCS, which are set forth below.

1) Federal Law:
   a) Title 42 USC, Chapter 102;
   b) 42 CFR, Chapter IV;
   c) 42 CFR part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs);
   d) 42 CFR Section 455;
   e) Title IX of the Education Amendments of 1972;
   f) Section 1557 of the Patient Protection and Affordable Care Act;
   g) Deficit Reduction Act of 2005;
   h) Balanced Budget Act of 1997;
   i) Provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2,000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act;
   j) Provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act, as

supplemented by Department of Labor regulations;

k) Provisions of the Contract Work Hours and Safety Standards Act which require that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act;

2) State Law:

a) Division 5, WIC Sections 5000 through 5912;
b) WIC Sections 14680-14685.1;
c) WIC Sections 14700-14726;
d) Chapter 7, part 3, Division 9, WIC, Article 1.5;
e) CCR, Title 9, Section 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services;
f) CCR, Title 22, Sections 50951 and 50953; and
g) CCR, Title 22, Sections 51014.1 and 51014.2

3) State Regulations: Pursuant to WIC Section 14704, a regulation or order concerning Medi-Cal SMHS adopted by DHCS pursuant to Division 5 (commencing with Section 5000), in effect during the term on this Agreement, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.

II. **Waiver of Default:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be constructed to be a modification of the terms of this contract.

ARTICLE XXXIV

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.

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ARTICLE XXXV

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:_____ Dated: _____

Nicole Cable, Manager of Mental Health Programs
Behavioral Health Division
Health and Human Services Agency

Requesting Department Head Concurrence:

By:_____ Dated: _____

Donald Semon
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #4738 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Brian K. Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

PSYNERGY PROGRAMS
A CALIFORNIA CORPORATION

By: _____ Dated: _____
Arturo Uribe
President, CEO
"Contractor"

By: _____ Dated: _____
Corporate Secretary

lkk

Exhibit A

Scope of Work
Fiscal Year (FY) 2020-21, FY21-22, FY22-23

I. Program/Project Overview:

Organization/Program Name: Psynergy Programs, Inc.
Contact Person & Information:

Name: Arturo Uribe, LCSW, President / CEO
Address: 18525 Sutter Blvd., Suite 200, Morgan Hill, CA 95037
Phone: 408-497-9186
Fax: 408-465-8295
Email: 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 Adult Residential Facility 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 Crisis Residential Facility (10 beds – pending proposal)
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 Institutions for Mental Disease (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 outpatient mental health clinics in close proximity. 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 IMD, a Psychiatric Health Facility (PHF) and Jail. The intent and goal of CONTRACTOR's services is to improve each individual'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 enrollment 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, acetylsalicylic acid. 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 with Title 22 California Code of Regulations (CCR), Section 85065.6(d).

Daily Activities Program: Our Daily Activities Program is designed to help clients improve their well being and functioning. Program activities occur seven (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 sexually transmitted diseases, 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 vegetarian 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 the National Alliance on Mental Illness. Visiting hours for friends and family are seven (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 reassessed every six (6) months after admission 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 the six-month period is over, 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. (See Exhibit B)

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 temporary assistance in monitoring medical issues or that need continued support and education to manage chronic medical conditions such as diabetes and chronic obstructive pulmonary disease.
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 one-to-one 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, Penal Code 1001.36, Registered Sex Offenders, Court Ordered Treatment (Assisted Outpatient Treatment, Laura's Law), Arsonists, Electronic monitoring devices, and Probation.

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 Clinic.

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 activities of daily live (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) Twenty-four (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 may accept or retain persons with the following allowable health conditions provided all requirements in Title 22, CCR, 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 clients

AGREEMENTS PROVIDED BY COUNTY PERSONNEL:

Admissions:

1) Copies of all benefit and insurance information prior to admission. See Exhibit D for persons without benefits and prevailing rates.
2) Individuals will arrive with two weeks of medication, Psynergy Physicians Report, TB test within six (6) months.
3) Individuals will be transported by County Personnel unless prior arrangements are made, (see Exhibit D 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 (2) 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: 18525 Sutter Blvd., Suite 200, Morgan Hill, CA 95037
Phone: 408-497-9186
Fax: 408-465-8295
Email: amuribe@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 Vista De Robles
9951 Horn Rd., Suite B
Sacramento, CA 95827

General Description

Overview:

Each of the CONTRACTOR Outpatient Mental Health clinics will be Medi-Cal certified by each individual contracting county to ensure their specific conditions are met, unless the contracting county chooses to accept the Medi-Cal certification of the county in which the facility is located. 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 regards to Medicare billing for clients who are eligible for both Medicare and Medi-Cal (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 and 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 successful transition back to their county or origin, to a boarding care home, independent living situation, or back to the family home, when appropriate. Upon admission to Psynergy Programs, the clinical staff will complete a medical assessment and an initial clinical assessment. Within thirty (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 Modified Therapeutic Community (MTC) 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 the 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

CONTRACTOR'S 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 CONTRACTOR'S 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) Cognitive Behavioral Therapy (CBT)/Dialectical Behavior Therapy—focuses on teaching client skills, increasing understanding of illness and creating relapse prevention plans/strategies.
b) Motivational Interviewing (MI)—uses empathic listening to explore attitudes and to build on strengths.
c) Modified Therapeutic Community—use of peers and counselors as positive role models. Focuses on building self-awareness, social skills and social support.
d) Behavioral Therapy/Contingency Management—uses positive rewards/incentives. Focuses on establishing goals and rewarding small steps toward achieving goals.
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 (30) days and includes, Medical Doctor 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 twenty-four (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
Assertive Community Treatment & Supported Accommodations

Our Assertive Community Treatment (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 MTC 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	**Admission:** Client Development Services	**Primary Treatment:** Nueva Vista	**Live Out Re-entry:** 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 on a daily basis, 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 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 thirty (30) minutes, depending on the nature and purpose of the visit.

Psynergy Programs
Complex Care Level of Service

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

Schizophrenia	ADD/DHD
Schizo-Affective	SUD/Poly-Substance
Bipolar Disorder	Major Depression Disorder
Anxiety Disorder	Impulse Control Disorder
Dissociative	PTSD
Personality D/O	

Symptoms *Check all that apply in the past six months pre-admission and every six months post admission.*

(1) Psychosomatic	(2) Psychosis
(2) Labile	(1) Disorganized
(2) Depression	(2) Mania
(1) Anxiety	(3) Suicidal Ideation
(2) Perseverating	(1) Fearfulness
(1) Delusional	(2) Paranoia
(2) Auditory Hallucinations	(2) Command Hallucinations

Total_____

Behavioral Supports – *Check all that apply in the past six months pre-admission and every six months post admission.*

(2) Intrusive	(2) Labile
(3) Intermittent Explosiveness	(3) Verbally Assaultive
	(1) Victimization
(2) Inappropriate Sexual Bx	(3) Elopement/UAA Bxs
	(2) Disruptive to Milieu
(1) OCD Bxs	(1) Isolation
(2) Threatening Behaviors	(2) Aggressive Behaviors
(2) Impulsive behaviors	(2) Property Destruction

Total_____

Legal Restrictions

2 On Probation
2 Registered Sex Offender
3 Arsonist/Fire-Setting with intent to destroy property
3 Electronic Monitoring Device
4 Mental Health Diversion PC1001.36

Total_____

Restricted Health Care Plans

(2) Urinary Incontinence, Neurosis
(3) Fecal Incontinence
(2) Diabetes, BSL Management
(2) Inhaler/Asthma/Allergy
(2) Hypertension
(2) COPD with Inhaler
(2) Vitals, Blood Pressure, Temperature, Etc.
(2) Pacemaker
(2) Colostomy Care

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
(4) Insulin	(4) 12-18 Oral Medications
(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

Dual Recovery Program Support

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

(1) <1 Test Administered
(2) x1 Test Administered
(3) x2 Tests Administered
(4) x3 Tests Administered

(3) Relapse Prevention Plan – Active

Total_____

Total Level of Service Score

Level I Management	18 +
Level II Management	0 - 17

Total Points: _____

Psynergy Programs Only: CLIENT NAME_____
COUNTY NAME:_____

Completed by Facility Administrator:

Signature:

Date:

Review by Medication Room Mgr.:

Signature:

Date:

County Case Manager or Conservator:

Signature:

Date:

This form must be completed prior to initial admission and/or internal transfer to other Psynergy facility.

EXHIBIT C

LANGUAGE ASSISTANCE

English
ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call _____ (TTY: _____).

ATTENTION: Auxiliary aids and services, including but not limited to large print documents and alternative formats, are available to you free of charge upon request. Call _____ (TTY: _____).

Español (Spanish)
ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al _____ (TTY: _____).

Tiếng Việt (Vietnamese)
CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số _____ (TTY: _____).

Tagalog (Tagalog – Filipino)
PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa _____ (TTY: _____).

한국어 (Korean)
주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.
_____ (TTY: _____) 번으로 전화해 주십시오.

繁體中文(Chinese)
注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電_____
(TTY: _____)。

Հայ ե ր ե ն (Armenian)
ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խո ս ո ւ մ եք հայ ե ր ե ն , ապա ձե զ ան վճ ար կար ո ղ են տր ամ ադ ր վե լ լե զ վ ակ ան աջ ակ ց ո ւ թ յ ան ծառ այ ո ւ թ յ ո ւ ն ն ե ր ։ Զան գ ահ ար ե ք _____ (TTY: _____).

Русский (Russian)
ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните _____ (TTY: _____).

فارسی (Farsi)

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با (_____ :TTY) _____ تماس بگیرید.

日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。
_____ (TTY: _____) まで、お電話にてご連絡ください。

Hmoob (Hmong)

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau _____ (TTY: _____).

ਪੰਜਾਬੀ (Punjabi)

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ।
_____ (TTY: _____) 'ਤੇ ਕਾਲ ਕਰੋ।

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم

_____ (رقم هاتف الصم والبكم: _____

हिंदी (Hindi)

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं।
[_____ (TTY: _____) पर कॉल करें।

ภาษาไทย (Thai)

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร
_____ (TTY: _____).

ខ្មែរ (Cambodian)

ប្រយ័ត្ន៖ រ សើ ិនជាអ្នកនិយាយ ភាសាខ្មែ , រសវាជំនួយមននកភាសា រោយមិនគិត្ួ ួន
តើអាចមានសំវា ់ ំរ អុ ើ នក។ ចូ ទូ ស័ព្ទ_____ (TTY: _____)។

ພາສາລາວ (Lao)

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ,
ໂດຍບໍ່ເສັງຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທຣ _____ (TTY: _____).

Exhibit D – Rate Sheet
Short Doyle Medi-Cal County Contract Rates – California Counties
Fiscal Year 2020-21
Medi-Cal Specialty Mental Health Services

Psynergy Programs ("CONTRACTOR") utilizes a braided funding approach to maximize local resources when serving consumers in residential settings. We co-locate our licensed residential facilities adjacent or close to our outpatient clinics. These modified therapeutic communities allow for client-centered treatment in healing environments.

Services are billed according to federal medical necessity guidelines and "nested" levels of care allow for the gradual reduction in services and net costs for the placing agency. Under this standard, the placing agency is responsible for residential services (the Day Rate) and under this agreement a separate Specialty Mental Health Services Contract. Counties will be billed for only those individual mental health services received by the consumer (billed per unit.) This arrangement maximizes the available Medicaid Federal Financial participation (FFP) to reduce net costs, usually by 50% of total mental health service billed.

If the individual **does not** have Medi-Cal benefits the COUNTY is responsible to pay for all mental health services provided to their beneficiary consumer referred to and placed with Psynergy Programs. If the individual **does not** have SSI/SSDI benefits to pay the board and care portion of rent the COUNTY will pay the per diem amount of $35.16 plus $5.00 for PNI, totaling $40.16 for Board and Care, and PNI. This allows the client to move from a higher and more costly level of care, while benefits are being applied for by the Public Guardian's Office. Once retroactive SSI is received the Public Guardian will reimburse the COUNTY accordingly.

Rate for Outpatient Mental Health Services (Specialty Mental Health Services Rates)

COUNTY will pay Contractor for Medi-Cal allowable services provided to client as appropriate for the required level of care.

Service Function	Mode of Service Code	Service Function Code	Time Basis	County Maximum Rates
	15			
Case Management		01-09	Staff Minute	$2.20
Mental Health Services – Collateral		10-19	Staff Minute	$2.85
Mental Health Services		30-59	Staff Minute	$2.85
Medication Support		60-69	Staff Minute	$5.25
Crisis Intervention		70-79	Staff Minute	$4.23

Residential Services & Supports

General Program Rates for Nueva Vista, Cielo Vista and Nueva Vista Sacramento, Vista de Robles.

Supplemental Day Rate Patch for clients with benefits:

General community services and supports for individuals living in a residential setting diagnosed with SPMI (Severe Persistent Mental Illness) Dual Diagnosis Substance Use, or Co-Morbid Illnesses.

Day Rate for Complexity Level I	*$137.65 per client day.*
Day Rate for Complexity Level II	*$115.00 per client day.*

All Inclusive Program Rates for Vista Esperanza RCFE (Residential Care Facility for the Elderly)

Supplemental Day Rate Patch for clients with benefits:

Day Rate for Inclusive Whole Person Care	*$200.00 per client day*

Supplemental Day Rate Patch for clients ***without*** SSI/SSDI benefits:

Day Rate for Inclusive Whole Person Care	*$240.16 per client day.* *$200 (all inclusive) + 35.16 (SSI) + 5.00 (PNI)*

PNI- Personal Needs Incidentals (retroactive benefits - will be refunded to county by conservator and/or payee when back-pay is received)

General Program Rates for Nueva Vista, Cielo Vista and Nueva Vista Sacramento, Vista de Robles

Supplemental Day Rate Patch for clients **without** SSI/SSDI benefits:

General community services and supports for individuals living in a residential setting diagnosed with SPMI (Severe Persistent Mental Illness) Dual Diagnosis Substance Use, or Co-Morbid Illnesses.

Day Rate for Level I	*$177.81 per client day.* *$137.65 + 35.16 (SSI) + 5.00 (PNI)*
Day Rate Level II	*$155.16 per client day.* *$115.00 + 35.16 (SSI) + 5.00 (PNI)*

PNI- Personal Needs Incidentals (retroactive benefits - will be refunded to county by conservator and/or payee when back-pay is received)

Program Rates for Tres Vista, Supported Accommodations / Independent Living:

General community services and supports for individuals living in an unlicensed, independent setting experiencing mental distress, substance abuse and co-occurring medical diagnoses. All meals, groups and recreational activities are included. Application and Program Agreements must be reviewed with COUNTY prior to admission.

Day Rate for Individuals with Benefits	*$40.00 per client day.*
Day Rate for Individuals without Benefits	*$71.00 per client day.* *($40 + $26 rent + $5 PNI = $71.00)*

PNI- Personal Needs Incidentals (retroactive benefits - will be refunded to county by conservator and/or payee when back-pay is received)

Bed Hold

Requests for bed holds will be made on an individual basis by COUNTY with a maximum hold of five (5) days, unless prior arrangements are discussed. The Bed Hold rate will be at the client level of service, or all-inclusive rate, when they left for the Bed Hold, Level I or Level II.

Transportation

Admission, Conservatorship Hearings, Discharge to Lower Level of Care Transportation:

When staff is available, and upon Request from COUNTY, CONTRACTOR will transport clients, in a CONTRACTOR insured vehicle. The rate for transportation will be $50.00 per hour plus the current IRS reimbursement rate for mileage published January 1 of each calendar year. All travel will be in accordance with "County of El Dorado Board of Supervisor Travel Policy Number D-1," *made by reference a part hereof and available at*
https://www.edcgov.us/government/bos/Policies/pages/Policy_Manual.aspx#SectionD.

In the event the client is being transported to a *higher level of care*, when safe and appropriate, any additional staff will be charged the same rate of **$50.00 per hour**. If the roundtrip mileage exceeds two-hundred (200) miles, additional costs for travel will be in accordance with "County of El Dorado Board of Supervisor Travel Policy Number D-1."

Driver will ensure the safety and supervision of individuals, ensure admission paperwork and medications are in order, meal provided, hydration, and cigarette breaks if so required.

Enhanced Support and Supervision

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 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.

- Stand by assistance for physical therapy treatment, including support during therapy session, 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.
- Bereavement support for individuals attending funeral or memorial of a loved one, including the transportation.

EXHIBIT E

BED HOLD AUTHORIZATION

County of El Dorado Health And Human Services Agency, Mental Health Division:

Resident: _____

Reason for Absence from Facility:

_____

_____

_____

_____

I,_____, authorized representative for County of El Dorado Health and Human Services Agency, Mental 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

EXHIBIT F

County of El Dorado Health and Human Services Agency
BILLING INVOICE

Vendor Name:	
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	
Program Description:	
EDC HHSA Program Contact Person:	Nicole Cable
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE (Hours/QTY)	COST PER UNIT (Rate)	AMOUNT
				0
				0
				0
				0
				0
				0
				0
	Subtotal:			0
	Tax:			
	Please Pay this Amount:			**0**

Invoice Backup
Invoice backup for services to include all data listed in your contract. – (if appropriate)
If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

Bill to:	**Email: BHInvoice@edcgov.us (*preferred method*)**
	Mail: County of El Dorado Health and Human Services Agency **3057 Briw Road, Ste. B** **Placerville, CA 95667**

#4738

EXHIBIT G

VENDOR ASSURANCE OF COMPLIANCE WITH THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Psynergy Programs, Inc.

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 or political belief 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 THE VENDOR/RECIPIENT 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, the vendor/recipient 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____

Date Signature

_____

Address of vendor/recipient (08/13/01)

CHILD SUPPORT COMPLIANCE ACT CERTIFICATION

Agency shall comply with applicable federal and state laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the Family Code: and

A. Agency, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

B. Failure to comply with the above requirements may result in suspension of payments under the agreement or termination of the agreement or both, and the agency may be ineligible for award of future subgrants with the County, if the County determines that any of the following has occurred:

    1. the false certification; or
    2. violation of the certification by failing to carry out the requirements as noted above.

Organization

Name & Title of Authorized Representative

Signature **Date**

Exhibit I
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; and

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; and

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 ; and

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; and

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:

1. 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.

2. 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:

(i) 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,

(ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to 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.

3. 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 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.

10 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.

11. 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.