

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **PSYNERGY PROGRAMS, INC.**, a wholly owned subsidiary of **STARS BEHAVIORAL HEALTH GROUP HOLDING COMPANY, INC.** COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain the services of CONTRACTOR for the purpose of providing mental health rehabilitation services; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Mental Health Program; and
- C.** CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of July 1, 2019, and expires at 11:59 PM on June 30, 2020, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached Exhibits A, A-1, and A-2.
- 3. PAYMENT FOR SERVICES:** See attached Exhibits B, B-1.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

CONTRACT UNIT  
TULARE COUNTY HEALTH & HUMAN SERVICES  
AGENCY  
5957 S. Mooney Boulevard  
Visalia, CA 93277  
Phone No.: 559-624-8000  
Fax No.: 559-737-4059

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**CONTRACTOR:**

PSYNERGY PROGRAMS, INC.  
18225 Hale Avenue  
Morgan Hill, CA 95037  
Fax No.: 408-465-8295  
Phone No.: 408-465-8280

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

COUNTY OF TULARE  
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9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**PSYNERGY PROGRAMS, INC.**

Date: 4/30/19

By [Signature]  
Print Name Arturo Uribe  
Title President & CEO

Date: 4/30/19

By [Signature]  
Print Name JEAN EDWARDS  
Title Secretary, CCO, Dir HR

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By [Signature]  
Deputy

Matter # 2019473 5/14/19

**Exhibit A**  
**Scope of Work**  
**Fiscal Year 2019-2020**

**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](mailto:amuribe@psynergy.org)

Head of Service and License Type:  
Arturo Uribe, LCSW

**Psynergy Residential Programs:**

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

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

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

Tres Vista Apartments (7 beds)  
18217 Apts # (200, 210, 220 and 230)  
Hale Avenue, Morgan Hill CA 95037

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

**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 ultimate 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 four 4 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, 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), 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 Medication (OTC) to all residents, at no cost to the individual or county.

**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 daily patch rate will be determined and based on an individual's level of treatment complexity. This is consistent with the DSM V which is: Severe complexity, Moderate complexity and Mild complexity. Rates will be compatible with these terms reflected in Exhibit B.

CONTRACTOR will work in collaboration with the county case manager to determine the daily patch rate for each referred client. CONTRACTOR will utilize our Psynergy Programs Levels 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 Levels 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 Levels of Service Evaluation as an assessment tool and adjust the daily patch rate accordingly. (See Attachment A.1)

Examples of some moderate and high complexity coincide with the specialized needs 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 that are monolingual (Non-English Speaking) and whose psychiatric condition would greatly benefit from daily interaction with bilingual and culturally proficient staff that can provide appropriate counseling, meals, activities, and community involvement.
- 4) Clients who have psychiatric conditions with co-occurring personality disorders or severe behavioral problems that require intensive therapeutic behavioral supports to maintain their placement in community settings.

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

Vista Esperanza is an all-inclusive full service 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.

Included are:

#### **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 in to 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](mailto: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  
4612 Roosevelt Avenue  
Sacramento CA 95820

Psynergy Sacramento Clinic B  
4616 Roosevelt Avenue  
Sacramento CA 95820

## **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 required by Noridian. CONTRACTOR will collaborate with counties in regards to Medicare billing for Medi-Medi clients. This includes counties in Northern California, Central and Southern California. The outpatient mental health clinics currently have twenty-six (26) full-time & part-time unlicensed/licensed 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

### **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 “In House” (status 1) to “Peer Leader” (status 6) 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) Cognitive Behavioral Therapy (CBT)/ Dialectical Behavior Therapy (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 clinic 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

### **Supported Accommodations – Tres Vista Apartments**

Our 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.

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**

	<b>ONE</b>	<b>TWO</b>	<b>THREE</b>
<b>PHASE</b>	<b>Admission:</b> Client Development Services	<b>Primary Treatment:</b> Nueva Vista	<b>Live Out Re-entry:</b> Tres Vista Apartments
<b>FOCUS</b>	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 provided with a nutritious breakfast, lunch, and dinner. Meals are served at the main residential facility at regularly scheduled times throughout the day. Snacks are also provided three times per day after breakfast. 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).

**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:** Tenants are encouraged to participate in our “Life Skills Academy” classes, which occur on a daily basis within the main residential facility. 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 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 A-1

TULARE COUNTY MENTAL HEALTH PLAN,  
QUALITY MANAGEMENT STANDARDS

The Tulare County Alcohol, Drug and Mental Health Services Department is Tulare County's Medi-Cal Mental Health Plan (MHP) and has established standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. CONTRACTOR shall adhere to all current MHP policies and procedures (P&P's) in addition to the following standards. In the event of conflicting requirements, current P&P's will supersede the below standards. P&P's may be updated from time to time, and when an update occurs COUNTY shall notify CONTRACTOR and provide the revised P&P's. Copies of all current P&P's are available by contacting the Tulare County Mental Health Managed Care/QI division at (559) 624-8000.

1. Assessment

- A. Assessments shall be completed and/or updated in order to provide support for determinations of Medical Necessity for Specialty Mental Health Services (SMHS). Approvals or re-approvals for SMHS may not be based on any other criteria than Medical Necessity, as described by the California Code of Regulations (CCR) and as further described by Department of Health Care Services and Tulare County policy and procedure.
- B. Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for all consumers requesting specialty mental health services within fourteen (14) days for adults, and twenty-one (21) calendar days for minors from the consumer's initial visit. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA).
- C. Assessment Update: As clinically indicated, with best practice being at least annually and/or when clinically significant changes occur in the client's status/condition (e.g. diagnosis change, medical necessity changes), a re-assessment of key indicators of the client's condition will be performed and documented within the chart. Particularly, reassessment will gather information the required to determine if the clinical symptoms, behaviors, and impairments necessary to support medical necessity for Specialty Mental Health Services are present or not.
- D. Content of Assessments shall address the following minimum items and may include additional items described in Tulare County policy and procedure:
  - 1. In order to provide enough information to support a conferred diagnosis and medical necessity determination, providers must at least address the following areas:
    - a) Presenting Problem
    - b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health
    - c) Mental Health History
    - d) Medical History
    - e) Medications
    - f) Substance Exposure/Substance Use
    - g) Client Strengths
    - h) Risks, including trauma

- i) Mental Status Exam
    - j) Complete Diagnosis, determined by an LPHA within their respective scope of practice
  - 2. An Assessment shall also include a case formulation section clearly describing support for a given diagnosis and medical necessity determination.
- 2. Plan of Care
  - A. Consumer Wellness Plan (CWP): The plan of care shall be completed by the Contractor within thirty (30) days from the first date of current admission.
  - B. Frequency: The CWP shall be completed by the 30th day in all cases in which services will exceed 30 days. At minimum, the CWP must be updated annually from the date the LPHA signs the prior CWP. CWPs may also be updated whenever clinically indicated but may never be authorized for longer than one (1) year from the date of the LPHA signature on the prior CWP.
  - C. Content of CWPs shall include the following minimum items and may include additional items described in Tulare County policy and procedure:
    - 1. A description of the impairment(s)/risk/developmental milestones not being met that will be the focus of treatment and the symptoms/behaviors of the included diagnosis causing the impairment(s)/risk/developmental milestones not being met.
      - a) Consumer plans must be consistent with the primary included diagnosis and resulting impairment(s)/risk/developmental milestones that were identified on the most recent Assessment.
    - 2. Specific, observable or quantifiable goals and objectives.
    - 3. Proposed type(s) of intervention to address the functional impairment(s)/reasonable risk of significant deterioration in current functioning/failure to achieve developmental milestones as identified in the Assessment. Interventions should include description of both the particular service (e.g. ICC, Individual Therapy) and the specific intervention actions pertaining to the service (e.g. motivational interviewing, CBT, referral/linkage to AOD treatment).
    - 4. Proposed duration and frequency of intervention(s).
    - 5. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature and/or legal representative on the plan and description of the consumer's participation in constructing the plan and agreement with the plan in progress notes.
  - D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare or MED-Only consumers) and the consumer and/or consumer's legal representative.
  - E. Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.
- 3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services.
  - A. All service entries will include the date and time the services were provided.
  - B. The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible, but no later than the timeliness time frame delineated by Tulare County Mental Health policy and procedure.
  - C. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.

- D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service as related to how the service addressed the impairment/risk/developmental milestone identified in the Assessment and the CWP, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent) that includes the person's professional degree, licensure or job title..
- E. The record must be legible.
- F. The consumer record will document referrals to community resources and other agencies, when appropriate.
- G. The consumer record will document follow-up care or, as appropriate, a discharge summary.
- H. Timeliness/Frequency of Progress Notes
  - 1. Shall be prepared for every service contact including:
    - a) Mental Health Services (Assessment, Plan Development, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
    - b) Medication Support Services;
    - c) Crisis Intervention;
    - d) Case Management/Targeted Case Management (billable or non-billable).
  - 2. Shall be daily for:
    - a) Crisis Residential;
    - b) Crisis Stabilization (1x/23hr);
    - c) Day Treatment Intensive.
  - 3. Shall be weekly for:
    - a) Day Treatment Intensive for Clinical Summary;
    - b) Day Rehabilitation;
    - c) Adult Residential.
  - 4. On each shift for other services such as Acute Psychiatric Inpatient.
- 4. Additional Requirements
  - A. Contractor shall display the Medi-Cal Guide to Mental Health Services Brochures in English and Spanish, or alternate format in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to the Problem Resolution Coordinator and the Quality Improvement/Managed Care Department.
  - B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services and the Beneficiary Problem Resolution policy and procedure.
    - a. This includes the issuance of Notice of Adverse Benefit Determination(s) according to frequencies described in the Notice of Adverse Benefit Determination policy and procedure.

- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
  - 1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 48 hours of request or determination of necessity) and “emergency” services (same day);
  - 2. Access to routine mental health services (1st appointment within 10 business days of initial request. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard);
  - 3. Access to routine psychiatric (first appointment within 15 business days of initial request).
  - 4. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
  - 5. The MHP shall monitor the performance of its contractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the contractors’ performance to periodic formal review.
  - 6. If the MHP identifies deficiencies or areas of improvement, the MHP and the contractor shall take corrective action.
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.
- G. If the State, CMS, or the HHS Inspector General (Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate and audit the subcontractor at any time.
- H. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. Notwithstanding Paragraph 29, Order of Precedence, of the General Terms and Conditions (GTC) relevant to this agreement, the 10-year records retention period shall apply to all MHP agreements. This requirement supersedes the 5-year retention period in Paragraph 9 in the GTC.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

## **EXHIBIT A-2**

### **TRANSLATION SERVICES**

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).



**Exhibit B**  
**Compensation**  
**Fiscal Year 2019/2020**

**1. COMPENSATION**

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed One Million Eight Hundred Thousand Dollars (\$1,800,000). Payment shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the contracted rate or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
- c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2020.
- d. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
- f. CONTRACTOR shall certify that all Units of Service (UOS) listed on the invoice submitted by the CONTRACTOR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
- g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the **Exhibit A** of this Agreement.
- h. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- i. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

**2. Contract Renewal**

- a. If applicable, should both parties exercise the right to renew this Contract, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount within the current executed contract unless the Parties agree otherwise.

- b. This contract may be renewed if the CONTRACTOR continues to meet the statutory and regulatory requirements governing this contract, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. The County may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract.

### **3. ACCOUNTING FOR REVENUES**

- a. CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal , Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants and other revenue, interest, and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.
- b. CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

### **4. INVOICING**

- a. CONTRACTOR shall submit monthly invoices to Tulare County Mental Health Department, Managed Care, 5957 S. Mooney Blvd, Visalia, Ca 93277, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated a report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. 12-month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medi-medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.

### **5. COST REPORT:**

- a. Within sixty (60) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by the CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report and shall

be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice. CONTRACTOR shall be responsible for reimbursement to the County upon final settlement.

- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY and shall serve as the basis for a final settlement to the CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.
- c. CONTRACTOR must keep records of services rendered to Medi-Cal beneficiaries for ten years or until final cost report settlement, Per W&I Code 14124.1.

#### **6. RECONCILIATION AND SETTLEMENT:**

- a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
- b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

#### **7. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:**

- a. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

#### **8. Overpayments and Prohibited Payments:**

- a. The County may offset the amount of any state disallowance, audit exception, or overpayment for any fiscal year against subsequent claims from the Contractor.
- b. Offsets may be done at any time after the county has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the CONTRACTOR.
- c. CONTRACTOR shall report to the County within sixty (60) calendar days of payments in excess of amounts specified by contract standards.
- d. CONTRACTOR shall retain documentation, policies, and treatment of recoveries of overpayments due to fraud, waste, or abuse. Such documentation should include timeframes, processes, documentation, and reporting.
- e. CONTRACTOR shall provide an annual report of such overpayments to the County.

- f. The County shall not furnish any payments to the CONTRACTOR if that individual/entity is under investigation for any fraudulent activity. Payments of this manner will be prohibited until such investigations are complete by the County or State.

**9. Audit Requirements**

- a. The CONTRACTOR shall submit any documentation requested by the County or State in accordance to audit requirements and needs. Documentation can be requested any time and must be supplied within a reasonable amount of time.
- b. The audit shall be conducted by utilizing generally accepted accounting principles and generally accepted auditing standards.
- c. The County will involve the Contractor in developing responses to any draft federal or State audit reports that directly impact the county.

**10. Beneficiary Liability**

- a. Pursuant to Cal. Code Regs., tit. 9, § 1810.365, the CONTRACTOR or an affiliate, vendor, or sub-subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary 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.
- b. Consistent with 42 C.F.R. § 438.106, the CONTRACTOR or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent, for costs of covered services for which the State does not pay the Contractor, for costs of covered services for which the State or the Contractor does not pay the Contractor's 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 with an emergency psychiatric condition.

**Exhibit B-1**  
**Short Doyle MediCal County Contract Rates – California Counties**  
**Fiscal Year 2019-20**  
**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 \$37.75. 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 applicably.

**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.

<b>Service Function</b>	<b>Mode of Service Code</b>	<b>Service Function Code</b>	<b>Time Basis</b>	<b>County Maximum Rates</b>
	15			
Case Management		01-09	Staff Minute	\$2.08
Mental Health Services – Collateral		10-19	Staff Minute	\$2.69
Mental Health Services		30-59	Staff Minute	\$2.69
Medication Support		60-69	Staff Minute	\$4.96
Crisis Intervention		70-79	Staff Minute	\$4.00

## **Residential Services & Supports**

### **General Program Rates for Nueva Vista, Cielo Vista and Nueva Vista Sacramento**

#### **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.

<i>Day Rate for Mild Complexity Level</i>	<i>\$69.01 per client day.</i>
<i>Day Rate for Moderate Complexity Level</i>	<i>\$99.91 per client day.</i>
<i>Day Rate for Severe Complexity Level</i>	<i>\$131.33 per client day.</i>

### **All Inclusive Program Rates for Nueva Esperanza RCFE**

#### **Supplemental Day Rate Patch for clients with benefits:**

<i>Day Rate for Inclusive Whole Person Care</i>	<i>\$200.00 per client day.</i>
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Supplemental Day Rate Patch for clients **without** SSI/SSDI benefits:

<i>Day Rate for Inclusive Whole Person Care</i>	<i>\$242.75 per client day.</i>
<i>\$200 (all inclusive) + 37.75 (SSI) + 5.00 (PNI)</i>	

### **General Program Rates for Nueva Vista, Cielo Vista and Nueva Vista Sacramento**

#### **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.

<i>Day Rate for Mild Complexity Level</i>	<i>\$108.65 per client day.</i>
<i>74.12 (Low) + 37.75 (SSI) + 5.00 (PNI)</i>	
<i>Day Rate for Moderate Complexity Level</i>	<i>\$139.55 per client day.</i>
<i>105.88 (Mod) + 37.75 (SSI) + 5.00 (PNI)</i>	
<i>Day Rate for Severe Complexity Level</i>	<i>\$170.97 per client day.</i>
<i>137.65 (High) + 37.75 (SSI) + 5.00 (PNI)</i>	

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

## **General 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 physical illnesses. All meals, groups and recreational activities are included. Application and Program Agreement must be reviewed with COUNTY prior to admission.

*Day Rate for Individuals with Benefits*                      *\$36.05 per client day.*

*Day Rate for Individuals without Benefits*                      *\$66.95 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 individuals Complexity Level, or all-inclusive rate, when they left for the Bed Hold, mild, moderate or severe.

## **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, 2019, the standard mileage rates for the use of a car, van, pickup or panel truck will be: 58 cents per mile for business miles driven.

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 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.

(cont.)

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 C

### Psynergy Programs, Inc. INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, Insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

- d. *Should any of the above insurance policies be cancelled before the expiration date thereof, notice must be delivered to the County in accordance with the policy provisions.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. *CONTRACTOR waives all rights* against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions  
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
- D. Acceptability of Insurance  
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
- E. Verification of Coverage  
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable).

- ☐ Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.
- ☐ Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Arturo Uribe, JCSW Date: 3/7/2019  
President/CEO

Contractor Name Psynergy Programs, Inc.

Signature X 