

FIFTH AMENDMENT TO AGREEMENT

Tulare County Agreement Number 23379 is amended on, _____ between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY" and **PSYNERGY PROGRAMS, INC.**, hereinafter referred to as "CONTRACTOR" with reference to the following:

A. The COUNTY and CONTRACTOR entered into Agreement No. 23379 on December 18, 2007 for the purpose providing a comprehensive and balanced range of Mental Health services.

B. The COUNTY and CONTRACTOR amended Agreement No: 23379 on July 8, 2008 to extend the date of termination to June 30, 2009 and update Exhibits "A" and "B."

C. The COUNTY and CONTRACTOR amended Agreement No. 23379 on March 10, 2009 to update Exhibits "A," "B," and "B-1."

D. The COUNTY and CONTRACTOR amended Agreement No. 23379 on July 21, 2009 to extend the date of termination to June 30, 2010 and to update Exhibits "A" and "B."

E. The COUNTY and CONTRACTOR amended Agreement No. 23379 on October 12, 2010 to extend the date of termination to June 30, 2011 and to update Exhibits "A," "B," and "B-1."

F. The COUNTY and CONTRACTOR agree to amend Agreement No. 23379 to extend the date of termination to June 30, 2012 and to update Exhibits "A," "B," and "B-1."

G. This amendment shall become effective July 1, 2011.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2011 Paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2012.

II. Effective July 1, 2011 Exhibit "A," entitled Scope of Services is hereby substituted in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2011 Exhibit "B," entitled Compensation is hereby substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

IV. Effective July 1, 2011 Exhibit "B-1," entitled Annual Cost Report is hereby substituted in its entirety with the attached Exhibit "B-1," which Exhibit is made a part of this Agreement by reference.

V. Except as provided above, all other terms and conditions of Agreement No. 23379 shall remain in full force and effect.

///
///
///
///
///
///
///
///



///

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

Date _____

COUNTY OF TULARE
By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Date: 6/2/2011

Date: 6/2/11

PSYNERGY PROGRAMS, INC.
By: _____
Title: CFO
By: _____
Title: CFO

Corporation Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By: [Signature]
Deputy County Counsel (20110809)

Date: 06/07/11



PSYNERGY PROGRAMS, INC.
EXHIBIT A
SCOPE OF SERVICES
MEDI-CAL MENTAL HEALTH SERVICES
FISCAL YEAR 2011-2012

CONTRACTOR shall provide services in accordance with the following provisions:

SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location:

Psynergy Programs – Morgan Hill
18217 Hale Avenue
Morgan Hill, CA 95037

A. Program Intent and Goals

Psynergy Program staff possesses adequate language and cultural understanding of the target populations. Psynergy Programs has over 100 years combined experience providing mental health treatment and residential services. The agency is quite capable of managing difficult client behaviors and conditions in community settings. Our key personnel have maintained a network of support and continue to access local community services for our client population, including ethnic community resources. We remain well connected to crisis residential and local psychiatric hospitals and when necessary can assess when a resident needs a higher level of care. Psynergy collaborates and coordinates with local mental health contractors and other health and human service providers. Psynergy Programs was founded on a philosophy that individuals have the potential to do better when everyone works together. We strive to share our vision of a future filled with personal and community transformation.

Psynergy Programs believes that together, we can achieve more. The prospect of community integration for individuals experiencing mental difficulties can be a reality - we offer a New Vision of community life. By expanding opportunities for a meaningful life in the community, Psynergy creates hope, embraces diversity, models integrity, demonstrates fortitude, and shares our vision of a future filled with personal and community transformation.

B. Staffing

Psynergy Programs provides highly qualified, competent, caring, and compassionate staffing 24 hours a day, 7 days a week in order to help with difficult situations or other disruptions in the resident's lives that could lead to acute hospitalization, loss of housing, or loss of employment. Our goal is to keep clients on track toward mental and physical health improvement. The staff levels exceed the required staffing levels as needed to meet Title 22.

PSYNERGY PROGRAMS, INC.
EXHIBIT A
SCOPE OF SERVICES
MEDI-CAL MENTAL HEALTH SERVICES
FISCAL YEAR 2011-2012

The staff that has direct client contact will possess skills and knowledge in:

1. Confidentiality
2. Adequate language capability and cultural understanding according to the needs of Vendor's target population.
3. How to manage difficult behaviors and to make referrals for additional crisis assessment and intervention services.
4. Capability to collaborate and coordinate with local Vendors of health and human services.

C. Scope of Services

Medi-Cal Mental Health Services

1. Assessment: A service activity which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.
2. Assessment-Interactive Interview: Involves using play equipment, physical devices, language interpreter, or other mechanisms of communication for purposes of diagnostic assessment.
3. Plan Development: Development and approval of client plans and monitoring client progress.
4. Individual Psychotherapy: 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 consumers and may also include family therapy if the consumer is present.
5. Individual Psychotherapy Interactive: Refers to using play equipment, physical devices, language interpreter, or other mechanisms of non-verbal communication; conducted in an office or outpatient facility.
6. Group Therapy: Psychotherapy administered in a group setting, allowing for emotional catharsis and support that includes therapeutic goals.
7. Collateral: Contact with one or more significant support persons in the life of the consumer with the intent of improving or maintaining the mental health status of the consumer. Collateral services include, but are not limited to, helping significant support persons to understand and accept the consumer's condition and involving them in service planning and implementation of the service plan(s).

PSYNERGY PROGRAMS, INC.
EXHIBIT A
SCOPE OF SERVICES
MEDI-CAL MENTAL HEALTH SERVICES
FISCAL YEAR 2011-2012

Family counseling or therapy provided on behalf of the client, when this person is not present, is considered collateral.

8. 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
9. Medication Support: Service that includes the administering, dispensing, and monitoring of psychiatric medications or biologicals provided by staff person within the scope of his/her profession; services are necessary to alleviate the symptoms of mental illness.
 - Plan development related to the delivery of this service and/or to the status of the consumer's functioning in the community.
 - Prescribing, dispensing, and administering of psychiatric medications.
 - Obtaining medical consents and provide psychoeducation
 - Documentation Requirements:
 - Response, compliance, side effects
10. Rehabilitation: Assistance improving, maintaining, or restoring
 - Functional skills
 - Daily living skills
 - Social and leisure skills
 - Grooming and personal hygiene skills
 - Obtaining support resources and/or
 - Obtaining medical education

PSYNERGY PROGRAMS, INC.
EXHIBIT B
COMPENSATION
MEDI-CAL MENTAL HEALTH SERVICES
FISCAL YEAR 2011-2012

A. RATES

Specialty Mental Health Services (with prior approval from County)

Service Function	Mode of Service		Time Basis	Short-Doyle Medi-Cal Maximum Allowance Rates FY 2011-12	
	Code	Service Function Code		Interim Rates	
OUTPATIENT SERVICES	15				
Case Management		01-09	Staff Minute	\$	2.02
Mental Health Services - Collateral		10-19	Staff Minute	\$	2.61
Mental Health Services		30-59	Staff Minute	\$	2.61
Medication Support		60-69	Staff Minute	\$	4.82
Crisis Intervention		70-79	Staff Minute	\$	3.88

COUNTY WILL NOT PAY MORE THAN THE STATE MAXIMUM ALLOWANCE (S.M.A.) RATES. Any other provision of this Agreement notwithstanding, in no event shall the compensation to the CONTRACTOR exceed the State maximum allowance as reimbursement rates received by the County.

B. REQUIRED REPORTS: PAYMENT WITHHOLDINGS

- Any other provision of this Agreement notwithstanding, should CONTRACTOR fail to provide any report by this Agreement in a timely manner and as otherwise set forth in this Agreement, COUNTY may withhold any payments otherwise due CONTRACTOR pursuant to this Agreement, and any other agreement between CONTRACTOR and COUNTY, until such report is properly submitted as determined by the Director.

C. INVOICING

- COUNTY will pay CONTRACTOR only for services actually rendered on a monthly basis. COUNTY will not make payment until all services are actually

PSYNERGY PROGRAMS, INC.
EXHIBIT B
COMPENSATION
MEDI-CAL MENTAL HEALTH SERVICES
FISCAL YEAR 2011-2012

rendered and an invoice is submitted in accordance with the invoicing requirements of this Agreement.

2. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency, Director of Mental Health. 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. The maximum reimbursement for fiscal year 2011-2012 shall not exceed **SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00)**. Neither COUNTY nor the patient shall be responsible for billings which represent services rendered, if billings are presented more than sixty (60) days after the patient discharge date.
3. CONTRACTOR will submit a claim for actual services rendered and authorized by COUNTY within ten (10) working days from the end of the previous month. Invoices shall be submitted to:

Tulare County Health & Human Services Agency
Department of Mental Health
Attn: Billing
3300 S. Fairway
Visalia, CA 93277

4. Invoices will include the following information:
 - a. Mental Health Progress Notes to include the following criteria:
 - i. Date of Service
 - ii. Mental Health service provided
 - iii. Name of service provider
 - iv. Legible Signature; signed and printed, by person providing the service; professional degree, licensure, and job title.
 - v. Time of day service was provided
 - vi. Duration of service
 - b. Group Notes: To include the following criteria
 - i. Date of Service
 - ii. Number of group participants
 - iii. Type of group
 - iv. Time of day service was provided
 - v. Duration of Service: Total number of group minutes
 - vi. Individual service time (calculated by dividing the total number of group participants into the total group time). In the event the minutes are not an equal number, the time should be rounded down.

PSYNERGY PROGRAMS, INC.

EXHIBIT B-1

FISCAL YEAR 2011-2012

A. ANNUAL COST REPORT

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each County fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extensions of time to file the cost report at any later date must be approved in writing by the Director of Mental Health, Deputy Director – Managed Care, or Deputy Director – Fiscal Services. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Data Collection Manual and must be submitted on appropriate fiscal year forms supplied by the California Department of Mental Health. The annual cost report shall not be used for the year-end settlement of the cost of services provided under this fixed rate Agreement.

B. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS

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 the CONTRACTOR, its agents, officers, employees, or subcontractors of the programs or services provided under this Agreement, shall be paid by CONTRACTOR, out of its won funds, rather than by COUNTY, within thirty (30) days after the parties are notified that repayment or reimbursement is currently due. Offsets made by the State are included within the phrase "repayment or reimbursement."

C. EXCEPTIONS TO REPAYMENT OR REIMBURSEMENT

The reimbursement provisions set forth above will not be applicable if any action or direction by COUNTY with regard to the program is the principal reason for repayment or reimbursement being required. The reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal, which results in the termination or barring of any appeal, and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal, but it shall be able to participate in every stage of any appeal at its discretion. Any action or failure to act by CONTRACTOR, or by its agents, officers, employees, or subcontractors, including a failure to make diligent effort to resolve an audit exception with the State, which has resulted in a required repayment or reimbursement to the State or others, shall be paid by CONTRACTOR in accordance with this Exhibit.