

**FIRST AMENDMENT
(BOS AGREEMENT NO. ____ - ____)**

This First Amendment to Agreement No. 22-105 (“First Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Psynergy Programs, Inc. (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about May 24, 2022, the Parties entered into Agreement No. 22-105 (“Agreement”); and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph III.B.1.** to add funding in the amount of \$275,000 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$1,775,000; and
2. Revise **Exhibit A** to update language throughout the exhibit; and
3. Revise **Paragraph II.F.4.** of **Exhibit C** to update bed hold language; and
4. Revise **Paragraph II.F.5.** of **Exhibit C** to update transportation language; and
5. Revise **Section XVI.** of **Exhibit D** to rename section and update County’s insurance requirements; and
6. Revise **Exhibit E** to update budget for FY 2022-23.

NOW, THEREFORE, THE PARTIES HEREBY AGREED AS FOLLOWS:

1. **Paragraph III.B.1.** of the Agreement is hereby amended to read as follows:

B.1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2025**, shall be no greater than **ONE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,775,000)** specified as follows:

Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$775,000	\$500,000	\$500,000	\$1,775,000

2. **Exhibit A** to the Agreement is hereby amended to read as attached.
3. **Paragraph II.F.4.** of **Exhibit C** to the Agreement is hereby amended to read as follows:
4. **Bed Hold**

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

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4. **Paragraph II.F.5. of Exhibit C** to the Agreement is hereby amended to read as follow:

5. **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 Contractor insured car and driver rate is **\$50.00 per hour plus mileage**. Beginning on January 1, 2023, the standard mileage rates for the use of a car, van, pickup or panel truck will be \$0.65.5 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.

5. **Section XVI. of Exhibit D** to the Agreement is hereby amended to read as follows:

XVI. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

- a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
- b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
- c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
- d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

- a. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
- b. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
- c. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- d. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

- a. Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
 - b. Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - c. Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
 - d. Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or 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.
- 4.** The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
 - 5.** Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 - 6.** The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 - 7.** Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any

SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.
- 6. Exhibit E** to the Agreement is hereby amended to read as attached.
- 7.** All attachments to this First Amendment are incorporated herein by this reference.

8. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF the Parties have executed this First Amendment as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

Arturo Uribe, CEO
Psynergy Programs, Inc.

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

Date: _____

Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

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

PSYNERGY RESIDENTIAL PROGRAMS	PSYNERGY PROGRAMS OUTPATIENT MENTAL HEALTH CLINICAL SERVICES
<p>Psynergy – Nueva Vista Adult Residential Facility (72 beds) 18225 Hale Avenue Morgan Hill, CA 95037</p> <p>Legal entity number: 01341 Provider number: 57A5 Residential Patch Only 60/40</p>	<p>Psynergy – Greenfield 215 Huerta Avenue Greenfield, CA 93927</p> <p>Legal entity number: 01341 Provider number: 57CH Outpatient Services-see range</p>
<p>Psynergy – Nueva Vista Sacramento (60 beds) 4604 Roosevelt Avenue Sacramento, CA 95820</p> <p>Legal entity number: 01341 Provider number: 57CS Residential Patch Only 60/40</p>	<p>Psynergy – Sacramento (Clinic A) 4612 Roosevelt Avenue Sacramento, CA 95820</p> <p>Legal entity number: 01341 Provider number: 57CL Outpatient Services –see range</p>
<p>Psynergy – Cielo Vista Adult Residential Facility (40 beds) 806 Elm Avenue Greenfield, CA 93927</p> <p>Legal entity number: 01341 Provider number: 57CP Residential Patch Only 60/40</p>	<p>Psynergy – Sacramento (Clinic B) 4616 Roosevelt Avenue Sacramento, CA 95820</p> <p>Legal entity number: 01341 Provider number: 57C1</p>
<p>Vista de Robles Adult Residential Facility (68 beds) 9847 Folsom Blvd. Sacramento CA 95827</p> <p>Legal entity Number: 01341 Provider Number: 57C9 Residential Patch Only 60/40</p>	<p>Psynergy – Morgan Hill 18217 Hale Avenue Morgan Hill, CA 95037</p> <p>Legal entity number: 01341 Provider number: 57A7 Outpatient Services –see range</p>
<p>Tres Vista Apartments (6 beds) 18217 Hale Avenue Apts # 200, 210, 220 and 230 Morgan Hill, CA 95037</p> <p>Legal entity number: N/A Provider number: N/A Supportive Living-Patch Only 60/40</p>	<p>Psynergy-Folsom Clinic 9343 Tech Center Drive, Suite 110 Sacramento, CA 95826</p> <p>Legal entity number: 01341 Provider number: 57DB Outpatient Services –see range</p>
Continued below	

EXHIBIT A – SCOPE OF SERVICES

<p>Vista de Robles Crisis Residential Facility (12 beds) 9847 Folsom Blvd. Sacramento, CA 95827</p> <p>Legal entity number: 01341 Provider number: 57C9 Supportive Living-Patch Only 60/40</p>	
<p>Vista Esperanza Residential Care Facility for the Elderly (RCFE) (54 beds) 5240 Jackson Street North Highlands, CA 95660</p> <p>Legal entity number: 01341 Provider number: pending Supportive Living-Patch Only 60/40</p>	

II. PURPOSE

To provide stable housing and effective clinical services for adults with severe mental illness served by Yolo County.

III. TARGET POPULATION

Severely mentally ill adult clients aged 18 years and older.

IV. PROGRAM SERVICES

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.

B. General Program Description

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

EXHIBIT A – SCOPE OF SERVICES

Psychiatric Health Facility (PHF) and Jail. The intent and goal of Contractor's services is to improve each individual's quality of life, to help individuals gain the skills and ability necessary to stay out of locked hospital settings and to move into a less restrictive living arrangement in the community.

C. Residential Services to be provided by Contractor

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

1. **Residential Services – Upon admission:** Contractor provides Residential Services currently at six (6) sites, which are used in a step-down manner from locked settings, with a high level of support and services offered at all sites: Nueva Vista Morgan Hill, Nueva Vista Sacramento, Vista de Robles, Vista Esperanza, and Cielo Vista Greenfield. County initiate referrals to Contractor for clientele residing in state hospitals (Napa & Metro), Institutes for Mental Disease (IMD), Psychiatric Health Facilities (PHF), County Jails, or sub-acute crisis programs. Contractor also receives referrals from local community psychiatric hospitals, board and care homes or private parties in the community with the aim of providing stabilization from acute episodes of mental illness and helping individuals reintegrate into the community. Contractor provides an array of services that ensure client safety and that help individuals meet their basic needs in the least restrictive home-like setting possible. We foster community reintegration for many individuals that have previously resided in locked mental health facilities for extended periods of time.
2. **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.
3. **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:

- a. Orientation by staff and/or peer will be provided to each resident within three days of arrival.
- b. Attractive, clean, and comfortable lodging.
- c. Three (3) nutritious and well-balanced meals and three (3) snacks daily.
- d. Weekly, and as needed, cleaning of the resident's room and bathroom by onsite housekeeping staff. Daily cleaning is provided for all incontinent individuals.
- e. Recreational, leisure and social activities.
- f. Bed linens and towels.
- g. A conveniently located phone available for resident's incoming personal and outgoing local personal calls.

EXHIBIT A – SCOPE OF SERVICES

- h. Limited individual storage space consisting of a closet and small dresser in resident's room for resident's own private use.
 - i. Help with planning and arranging for transportation to local functions, churches, and educational classes within a nearby radius.
 - j. Observance of resident's general health.
 - k. 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.
 - l. Consultation as needed with resident's doctors about resident's general mental and physical health.
 - m. Assistance as needed with obtaining linkage to medical care.
 - n. Assistance as needed with taking prescribed medications in accordance with doctor's instructions unless prohibited by law or regulation.
 - o. At the request of a majority of residents, assistance to residents in establishing and maintaining a resident-oriented facility council.
 - p. Provides all personal hygiene needs from dental floss to shampoo. When recommended by our Dental Hygienist electric toothbrushes are provided at no cost.
 - q. Provides Over the Counter (OTC) medications to all residents, at no cost to the individual or County.
4. **Care and Supervision:** Adequate and highly competent, caring, and compassionate staffing will be provided 24/7 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).
5. **Daily Activities Program:** Our Daily Activities Program is designed to help clients improve their wellbeing and functioning. Program activities occur seven (7) days a week, featuring recreational and leisure activities. Program activities promote the development of personal interests and help residents to practice healthy lifestyles, social skills, positive coping strategies, accessing community resources and money management. The daily schedule of activities is developed and implemented by the facility's Program Manager. The facility Administrator, residential counselors, and clients will assist with some of the planned activities at times for all-facility engagement
6. **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.
7. **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 Contractor staff members and topic experts, including:

EXHIBIT A – SCOPE OF SERVICES

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

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

- 8. 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. Contractor staff members and residents provide daily exercise groups. Contractor provides residents with a local gym membership. Counselors help residents gain access to the gym and provide supervision and training to promote physical fitness.
- 9. 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.
- 10. 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.

Contractor 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 for them to better support their client/family member. Education and support are provided through recreational activities, family support groups, and facilitating linkages with NAMI. Visiting hours for friends and family are seven (7) days a week.
- 11. Linkage to Community Resources:** Linkage to community resources is provided to help individuals who have just been discharged from locked settings integrate into the

EXHIBIT A – SCOPE OF SERVICES

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.

D. Levels of Treatment Complexity

- 1.** A supplemental services patch rate will be determined and based on an individual's level of treatment complexity. Rates will be compatible with these terms reflected in Exhibit B.
- 2.** Contractor will work in collaboration with the County's case manager to determine Level I or Level II rate for each referred client. Contractor will utilize Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool prior to admission. County staff and Psynergy staff will both provide input to determine the client's complexity level prior to admission to Psynergy Programs.
- 3.** The client's complexity level will be assessed upon admission, discharge, and at the request of the case manager, using Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool. If there is a significant change in the level of functioning before discharge, Contractor and County case manager will establish a new benchmark assessment, using Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool and adjust the daily patch rate accordingly.
- 4.** Examples of some Level I and Level II complex care coincide with the specialized needs, reporting, and treatment requirements of the following client populations:
 - a.** 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.
 - b.** Individuals with co-occurring disorders such as substance abuse, developmental delays or physical impairments that require linkage to specialized community resources or that may need various behavioral supports, including specialized health care, frequent supervision and prompting to maintain a community placement.
 - c.** Individuals requiring Restricted Health Care Plans, incontinent care (urinary and fecal), Diabetes and Insulin management, Colostomy care, Vitals, Oncology treatment and support, etc. significant medication management, crushed medication orders, medication adherence precautions, treatment supports, multiple medications, and supporting refusals with medication room staff interventions.
 - d.** Individuals released from jail requiring additional supports and reporting. Mental Health Diversion, PC1001.36, Registered Sex Offenders, Court Ordered Treatment (AOT, Laura's Law), Arsonists, Electronic monitoring devices, and Probation.

E. Intensive Support Services (ISS) Program

- 1.** ISS provides a higher level of care to transitional clients, including but not limited to, higher levels of supervision, separate smaller residential wing, more intensive clinical and medication management leading to symptom stabilization, and supervised integration with other facility residents.

EXHIBIT A – SCOPE OF SERVICES

2. Program intended for County clients who are discharged to Contractor from Psychiatric Health Facilities, Psychiatric Hospitals, State Hospitals, Crisis Stabilization Units, and Behavioral Health Units. Program may also be beneficial to County clients who are not thriving, relapsing or decompensating while admitted to Contractor residential programs

F. Older Adult Program – Residential Care Facility for Elderly (RCFE)

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

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

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

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

G. Comprehensive Whole Health Management

1. Providing medical and health support services not covered under traditional models, yet essential for persons to thrive in community settings.
 - a. 24-hour nursing giving clients ability to move into an open community setting
 - b. Onsite Geriatric Nurse Practitioner
 - c. Services for medically fragile individuals
 - d. Individual therapy
 - e. Full ADL support
 - f. Comprehensive psychiatric services
 - g. Fulltime Occupational Therapist
2. 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:
 - a. Individuals diagnosed with diabetes and requiring regular insulin-injections.
 - b. Individuals with stage 1 or 2 dermal ulcers.
 - c. Individuals with respiratory disorders requiring inhalers and other inhalation-assistive devices including C-PAP and BiPAP machines, humidifiers, dehumidifiers, and nebulizers.
 - d. Individuals requiring Colostomy / ileostomy care.
 - e. Individuals with fecal impaction requiring digital removal, enemas, or suppositories.

EXHIBIT A – SCOPE OF SERVICES

- f. Individuals with indwelling urinary catheter and requiring outpatient level catheter care.
- g. Individuals with wounds that are unhealed, surgically closed and expected to heal.
- h. Individuals with bowel and bladder incontinence.
- i. Limited beds for Non-ambulatory, paraplegic clients.

V. AGREEMENTS PROVIDED BY COUNTY PERSONNEL

A. 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 (2) weeks of medication, Psynergy Physician's Report, TB test within six (6) months.
3. Individuals will be transported by County Personnel unless prior arrangements are made, (see Exhibit C for transportation rates.)
4. County will provide initial assessment and most recent assessment, with supporting documentation to the best of their ability.

B. 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.

C. Discharge Criteria:

1. The Client has demonstrated that they meet one or more of the following criteria listed below:
 - a. Client has met the criteria for discharge listed in their treatment plan;
 - b. Client has alleviated all crisis and/or other symptoms; or
 - c. Client has demonstrated ability to function in a less-restrictive environment.(OR)
2. The Client meets one or more of the following criteria listed below:
 - a. Client has demonstrated need for a higher level of medical or psychiatric care.
 - b. Client has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior.
 - c. Client has demonstrated threats and/or other dangerous behavior to other residents or staff.
 - d. Client has engaged in property damage or theft.
 - e. Client has brought contraband articles or material into Contractor's Facilities and/or onto the Contractor's property.

EXHIBIT A – SCOPE OF SERVICES

- f. Client has engaged in drinking alcohol or using illicit drugs while residing at Contractor's Facilities; or
- g. Client has expired.

VI. PSYNERGY PROGRAMS OUTPATIENT MENTAL HEALTH CLINICS INTENT AND GOALS

A. 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 adult residential facilities or independent/supportive accommodation successfully maintain their community placement by avoiding inpatient and high utilization of psychiatric hospitalizations. The clinical staff support and encourage successful transitions 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 thirty (30) days in collaboration with client, family members (if available and appropriate) and County case manager, a treatment plan will be completed by Psynergy clinical staff. By providing intensive Specialty Mental Health Services, Contractor allows individuals the ability to:

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

B. 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 the MTC (Modified Therapeutic Community) level system. Individuals are rated each week by a Status Review committee on their ability to demonstrate a set of pro-social abilities and life skills specified by the Program Agreements and Steps to Recovery. Individuals advance in their recovery from "Orientation" to "Peer Leader" and earn rewards and privileges on the basis of clinical staff observation and reports from residential staff. Success is also measured by ability and responsibility of attending their own psychiatric and individual therapy appointments at the clinic on their own without prompts or reminders. Other objectives that are measured and tracked as part of the level system include:

1. Reduction in intensity and frequency of psychiatric symptoms, as observed and reported by the residential staff to clinical staff.
2. 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.
3. 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.
4. Program participation and group attendance, as observed and reported by residential staff to clinical staff.

EXHIBIT A – SCOPE OF SERVICES

VII. INTEGRATED DUAL RECOVERY TREATMENT

- A.** Contractor’s outpatient mental health, substance abuse and physical health treatments are integrated within one comprehensive program that is designed to enable individuals to actively participate in their recovery process by developing the skills and capabilities necessary to maintain a healthy lifestyle. In Contractor’s integrated dual recovery model, mental illness, substance abuse, and physical illnesses are not regarded as separate problems, but rather are holistically viewed as the primary focus.
- B.** 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.
- C.** Comprehensive Clinical Services
 - 1.** 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:
 - a.** Assertive Community Treatment.
 - b.** Coping Skills Training.
 - c.** Healthy Lifestyle Training.
 - d.** Social Skills Training.
 - e.** Supported Employment.
 - f.** Specialty Mental Health Services.

VIII. 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.

IX. PRACTICE EVIDENCE BASED TREATMENT APPROACHES

- A.** CBT/DBT—focuses on teaching client skills, increasing understanding of illness and creating relapse prevention plans/strategies.
- B.** CBT – for clients with a psychosis related diagnosis this is an evidenced based treatment to reduce the emotional distress and behavioral disturbance in relation to individual psychotic symptoms.
- C.** Motivational Interviewing (MI)—uses empathic listening to explore attitudes and to build on strengths.
- D.** Modified Therapeutic Community—use of peers and counselors as positive role models. Focuses on building self-awareness, social skills and social support.
- E.** Psychopharmacology—use of medication to stabilize symptoms.
- F.** Case Management—focuses on helping individuals meet basic needs.

EXHIBIT A – SCOPE OF SERVICES

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.

X. GENERAL GOALS OF DUAL RECOVERY TREATMENT

- A.** Help individual achieve abstinence/self-control.
- B.** Foster behavioral changes that support abstinence/self-control.
- C.** Improve problem solving and coping skills.
- D.** Identify and address a wide range psychosocial problems (housing, employment, education, social/family relationships).
- E.** Develop a positive family/social support network.
- F.** Facilitate active participation in mutual self-help, 12-step programs.

XI. SPECIALTY MENTAL HEALTH SERVICES

A. 9 CCR section 1810.227. Mental Health Services

“Mental Health Services” means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, and collateral.

Reference: Welfare and Institutions Code sections 14021.4, 14680, 14684 and 14714.

B. 1810.247. Specialty Mental Health Services

“Specialty Mental Health Services” means:

- (a) Rehabilitative Mental Health Services, including:
 - (1) Mental health services;
 - (2) Medication support services;
 - (3) Day treatment intensive;
 - (4) Day rehabilitation;
 - (5) Crisis intervention;
 - (6) Crisis stabilization;
 - (7) Adult residential treatment services;
 - (8) Crisis residential treatment services;
 - (9) Psychiatric health facility services;
- (b) Psychiatric Inpatient Hospital Services;
- (c) Targeted Case Management;
- (d) Psychiatrist Services;
- (e) Psychologist Services;
- (f) EPSDT Supplemental Specialty Mental Health Services; and
- (g) Psychiatric Nursing Facility Services.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3, 14021.4, 14132 and 14684, Welfare and Institutions Code.

EXHIBIT A – SCOPE OF SERVICES

C. 1810.203. Adult Residential Treatment Service

“Adult Residential Treatment Service” means rehabilitative services, provided in a non-institutional, residential setting, for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service includes a range of activities and services that support beneficiaries in their efforts to restore, maintain and apply interpersonal and independent living skills and to access community support systems. The service is available 24 hours a day, seven days a week. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.204. Assessment

“Assessment” means a service activity designed to evaluate the status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.206. Collateral

“Collateral” means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

F. 1810.209. Crisis Intervention

“Crisis Intervention” means a service to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral, and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

G. 1810.225. Medication Support Services

“Medication Support Services” means those services that include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of, and alternatives for medication; and

EXHIBIT A – SCOPE OF SERVICES

collateral and plan development related to the delivery of the service and/or assessment of the beneficiary.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

H. 1810.232. Plan Development

“Plan Development” means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

I. 1810.240. Psychiatrist Services

“Psychiatrist Services” means services provided by licensed physicians, within their scope of practice, who have contracted with the MHP to provide specialty mental health services, who have indicated a psychiatrist specialty as part of the provider enrollment process for the Medi-Cal program, to diagnose or treat a mental illness or condition. For the purposes of this Chapter, psychiatrist services may only be provided by physicians who are individual or group providers.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14132 and 14684, Welfare and Institutions Code.

J. 1810.243. Rehabilitation

“Rehabilitation” means a service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

K. 1810.249. Targeted Case Management

“Targeted Case Management” means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3 and 14684, Welfare and Institutions Code.

L. 1810.250. Therapy

“Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT A – SCOPE OF SERVICES

XII. TRES VISTA APARTMENT AND HOUSING ASSERTIVE COMMUNITY TREATMENT & SUPPORTED ACCOMODATIONS

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

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

C. Working in partnership with clients, Psynergy’s three program phases help individuals move into community settings and culminate with a “Live Out” re-entry program called Tres Vista Apartments.

D. MODIFIED THERAPEUTIC COMMUNITY: PSYNERGY’S THREE PROGRAM PHASES

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

E. 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.

F. 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.

XIII. DESCRIPTION OF LIVING ACCOMMODATIONS

A. 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.

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

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

EXHIBIT A – SCOPE OF SERVICES

D. 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.

E. 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.

F. 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.

XIV. DESCRIPTION OF CLINICAL SERVICES AND SUPPORTS

A. 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.

B. Psychosocial Rehabilitation Classes: Psynergy’s 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.

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

D. 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 thirty (30) minutes, depending on the nature and purpose of the visit

EXHIBIT E – CONTRACT BUDGET

Psynergy Programs, Inc.		
Residential and Specialty Mental Health Services		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	Total Expenditure	\$775,000
	Revenue	
2	County Contract	\$775,000
3	Total	\$775,000

Psynergy Programs, Inc.		
Residential and Specialty Mental Health Services		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	Total Expenditure	\$500,000
	Revenue	
2	County Contract	\$500,000
3	Total	\$500,000

Psynergy Programs, Inc.		
Residential and Specialty Mental Health Services		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	Total Expenditure	\$500,000
	Revenue	
2	County Contract	\$500,000
3	Total	\$500,000