

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND PSYNERGY PROGRAMS, INC.

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”), and Psynergy Programs, Inc., a California corporation (“Contractor”), (collectively, the “Parties” and individually a “Party”), for the provision of adult residential and specialty mental health services.

Section 1. DEFINITIONS.

For the purposes of this agreement, the following definitions shall apply:

- A. **Beneficiary** means a Client with Medi-Cal benefits.
- B. **Client** means an individual determined to need specialty mental health services.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

A. Pursuant to the terms and conditions of this agreement, Contractor shall:

- (1) Provide adult residential program and specialty mental health services as set forth in **EXHIBIT A, SCOPE OF WORK**, attached and incorporated herein.
- (2) Provide specialty mental health services, as defined in the California Code of Regulations (“CCR”), Title 9, Chapter 11, to Medi-Cal eligible Beneficiaries, with or without private insurance, who meet the criteria established in, and in accordance with the Shasta County Managed Care Mental Health Plan (“MHP”). For the purposes of this agreement, the MHP is the contract between the State of California Department of Health Care Services (“DHCS”) and the County to provide mental health managed care services to Medi-Cal Beneficiaries. The MHP is available at: https://www.co.shasta.ca.us/docs/libraries/hhsa-docs/professionals/3shasta-mental-health-plan-contract.pdf?sfvrsn=3aabe789_2. Contractor shall check the website for updates regularly to ensure Contractor has current approved MHP. Should Contractor be unable to access the electronic version of the MHP, County will provide Contractor with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and the MHP, the MHP shall govern.
- (3) Comply with licensing requirements as set forth in CCR, Title 22, and maintain license continuously during the term of this agreement.
- (4) Provide specialty mental health services to Clients in accordance with levels of care as set forth in **EXHIBIT B, FEE SCHEDULE**, attached and incorporated herein. Determination of levels of care for each Client shall be made by County in consultation with Contractor. County shall make the final determination.
- (5) Provide **Isolation Support Services (Isolation)** as set forth in **EXHIBIT B**, for COVID positive patients.
- (6) Provide at County’s request **Intensive Support Services (ISS)** as set forth in **EXHIBIT B**.

- (7) Prior to admission to any of Contractor's residential Facilities, perform an assessment of Client's complexity level utilizing the **Psynergy Programs Levels of Service Evaluation, EXHIBIT C**, attached and incorporated herein.
- (8) Prior to admission to Contractor's Residential Care Facility for the Elderly ("RCFE"), complete a written Needs and Services Plan ("Plan") pursuant to all requirements set forth in CCR, Title 22, section 87457.
- (9) Utilize **EXHIBIT C** to reassess residential Client's complexity level upon admission, discharge, and at the request of the County.
- (10) Update Client Plans, as frequently as necessary, pursuant to all requirements set forth in CCR, Title 22, section 87463 to ensure the accuracy of each Plan, and to document significant occurrences that result in changes in each Client's physical, mental, and/or social functioning.
- (11) Ensure Clients admitted to Contractor's Facilities, either personally or through an authorized representative, enter into an admission agreement and shall be subject to the terms and conditions of Contractor's client admission and discharge criteria. All admissions agreements must be signed by the County's Health and Human Services Agency ("HHS") Director, or his or her designee, including authorization to pay for services.
- (12) Upon placement, ensure all Beneficiaries referred by County have a comprehensive initial assessment and treatment Plan developed, and are provided with crisis intervention services as needed. (CCR, Title 22, section 85068.2) Contractor shall submit initial assessment, treatment Plan, and **Treatment Authorization Request ("TAR")**, attached and incorporated herein as **EXHIBIT D**, to County's Managed Care Unit within 45 calendar days of placement.
- (13) For all specialty mental health services provided to Beneficiaries, receive written treatment authorization from County's Managed Care Unit prior to delivering these services other than assessment, Plan development, and crisis intervention. County is not obligated to authorize any particular level or quantity of services pursuant to this agreement.
- (14) Perform a comprehensive assessment, treatment Plan, and TAR annually and submit the completed documents to the County's Managed Care Unit 15 to 30 days prior to the expiration of the current treatment authorization period. Mental Health Treatment Services provided without prior written authorization shall be the responsibility of the Contractor and shall not be reimbursed by or compensated for by County.
- (15) Provide staffing at Contractor's Facilities 24-hours per day, 7 days per week. Contractor's staff shall be maintained at levels as defined by applicable law and regulations.
- (16) Maintain bathroom fixtures, floor coverings, décor and furnishings at Facilities. Bathroom fixtures, floor coverings, décor and furnishings at Facilities shall be clean, in good repair, and free of rips, stains, and hazards.
- (17) Participate in meetings with County, as may be called by County, to review the status of care provided to Client and compliance with Client Service Plan.

- (18) Upon request, make in-house documentation of Clients available for review by County.
 - (19) Allow County reasonable access to: (1) all areas of Contractor's Facilities wherein a Client is currently placed, or had been placed, pursuant to this agreement, at any time; and (2) such data as will allow for the meaningful evaluation and monitoring of quality of care by County.
 - (20) Provide copies of any reports prepared by State agencies or licensing bodies regarding Contractor's Facilities or quality of care provided at Contractor's Facilities, including any notations of deficiencies.
 - (21) Submit quarterly status reports, attached and incorporated herein as **EXHIBIT E, QUARTERLY REPORT**, to County during the term of this agreement for contract activities related to Clients placed in the Facility. For purposes of this agreement, quarterly shall mean no later than 30 days after the end of each calendar quarter (i.e., January 30, April 30, July 30, and October 30) during the time this agreement is in effect.
 - (22) Cooperate with County when County is working to exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal or other payer sources for services delivered pursuant to this agreement.
 - (23) Upon receiving notice from County of any identified deficiencies and/or performance concerns, Contractor is obligated to respond to these concerns to the satisfaction of County which, at the sole discretion of County, may include provision of a corrective action plan.
 - (24) Agree to maintain and preserve, until ten years after termination of the MHP and final payment from DHCS to County, to permit DHCS or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records. This Section 2.A.(22) shall survive the termination, expiration, or cancellation of this agreement.
- B. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."
- C. Acknowledge the funding source of all activities undertaken pursuant to this agreement including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program)

has been funded (or sponsored) by the County of Shasta through the California Department of Health Care Services.”

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Contractor as prescribed in sections 4 and 5 of this agreement.
- B. Admissions.
 - 1. Refer Clients to Contractor’s Facilities and sign admission agreements, when appropriate.
 - 2. Prior to admission, provide all benefit and insurance information.
 - 3. Ensure Client has, upon admission, a minimum of two weeks of medication, physicians report, and Tuberculosis test results within six months of admission date.
 - 4. Provide initial and most recent assessments with supporting documentation.
 - 5. Provide transportation unless prior arrangements are made with Contractor.
- C. From County’s Managed Care Unit, provide notification of 60 day initial authorization for mental health services upon placement and, if deemed appropriate, TAR approvals within 14 calendar days of receipt.
- D. Bill Clients according to their obligation to pay for the services prescribed in this agreement, as established and identified by County and third-party payers (e.g., Medi-Cal, Medicare, private insurance).
- E. Discharges.
 - 1. When possible/appropriate, provide Contractor with two weeks’ notice of planned discharge.
 - 2. Criteria for discharge may include and is not limited to documentation reflecting the following:
 - a. Completion of discharge criteria from treatment Plan.
 - b. Alleviation of all crisis and/or other symptoms.
 - c. Demonstrated ability to function in a less restrictive environment.
 - d. Demonstrated need for higher level of medical/psychiatric care.
 - e. Demonstrates an uncooperative attitude toward treatment and actively engages in counter-productive behavior.
 - f. Engages in demonstrated threats and/or other dangerous behavior toward others.
 - g. Commits property damage or theft.
 - h. Brings contraband articles and/or material onto Contractor’s Facility site.
 - i. Engages in consumption of alcohol and/or illicit drugs while residing in Contractor’s Facility.
 - j. Client becomes deceased.

- F. Exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal or other payer sources for services delivered pursuant to this agreement.
- G. Monitor and evaluate the performance of Contractor throughout the term of this agreement to assure compliance with the terms and conditions of the agreement and shall notify Contractor of any deficiencies and/or performance concerns.

Section 4. COMPENSATION.

- A. Contractor shall be paid for the services prescribed in this agreement at the rates specified in **EXHIBIT B**.
- B. In no event shall the maximum amount payable under this agreement exceed \$2,500,000 during the term of the agreement.
- C. Contractor shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- D. During the term of this agreement, the HHS Director, or any HHS Branch Director designated by the HHS Director, may approve rate changes made by Contractor, in writing and in advance, provided the increase in any single rate shall not exceed 10 percent over the original rate per fiscal year, during the entire term of this agreement and provided further that the rate increase shall not increase the maximum amount payable under this agreement.
- E. Payment to Contractor for days during a particular month when a Client is temporarily absent from one of Contractor's Facilities is limited to a total of seven days per month. Absence must be due to the need for acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet the staffing standards prescribed in CCR, Title 9, section 663, and is allowable only when authorized in writing, and in advance, by the Director, or any Branch Director designated by the Director, when it is determined by County to be necessary for Client to return to the level of care furnished by Contractor, and when the following conditions are met:
 - (1) Absence is consistent with Client's service and treatment Plan.
 - (2) Absence is necessary for the Client's progress or maintenance at the level of care furnished by Contractor pursuant to this agreement.
 - (3) Absence is planned or anticipated, and
 - (4) The purpose for, and number of days of the absence are documented.

Notwithstanding anything set forth in this Section, at County's discretion, additional days may be authorized by the Director, or any Branch Director designated by the Director.

- F. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. Contractor shall submit to County's HHS Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Contractor which shall include: 1) Contractor's Facility/site name; 2) names of Clients and Client Identification Number with each Client's admission and/or discharge date; 3) number of days each Client is present in Facility; and 4) number of days Client is absent from Facility pursuant to this agreement. County shall make payment within 30 days of receipt of Contractor's correct, and approved billhead or invoice. For purposes of effectuating payment of compensation, this provision shall survive the termination or expiration of this agreement.
- B. Contractor shall provide County with supporting documentation and an explanation of benefits ("EOB") when submitting Invoices for Beneficiaries with Medicare. If Contractor does not receive a response from Medicare within 90 days of billing to them, Contractor shall include that service in the next invoice to the County, providing the completed claim form as proof of billing. Contractor shall provide advance notice to County when submitting an invoice more than 90 days after the date services were rendered by Contractor.
- C. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost of items that are allocable to Contractor's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- D. Services billed to Medi-Cal for Contractor by County and subsequently denied for payment by Medi-Cal shall be the responsibility of Contractor and will be adjusted against future monthly statements of services rendered.
- E. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- F. If a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of County, County shall be responsible for the audit exception. If a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of Contractor, Contractor shall be responsible for the audit exception.
- G. This Section 5 shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to remit approved payment to Contractor as prescribed herein and in Section 4.

Section 6. TERM OF AGREEMENT.

This agreement shall commence as of July 1, 2022 and shall end June 30, 2025. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, the Shasta County HHS Director ("Director") or any HHS Branch Director designated by the Director.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. In addition to the provisions of Section 4.D. of this

agreement, minor amendments, including retroactive and prospective, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's

subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$3 million aggregate.
- D. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry Cyber and Privacy Liability Insurance, applicable to the services/work being performed, with limits of not less than \$1 million; covering, but not limited to, claims

involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Consultant.

- E. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Contractor shall provide County with an endorsement or amendment to Contractor’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.
 - (8) Any of Contractor’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor’s performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Contractor recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the CCR).
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

- B. Contractor shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, gender identity, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. Contractor shall comply with the Federal Rehabilitation Act of 1973, section 504.
- E. Contractor and Contractor's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 section 6032.
- F. For all services, Contractor shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code ("WIC"); and the CCR, Title 9, Chapter 11.
- G. Contractor shall comply with all applicable provisions of Part 2 of Division 5 of the WIC, (commencing at section 5600 *et seq.*), Title 9 and Title 22 of the CCR, the California Department of Health Care Services Cost Reporting/Data Collection Manual ("CR/DC"), and the prior State of California Department of Mental Health Policy Letters.
- H. Contractor shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal Specialty Mental Health Services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, CCR, Title 9, section 1810.436, subd. (a)(1) through (5), which provides (in substance) that:
 - (1) Medi-Cal Beneficiaries shall receive the same level of care as provided to all other patients served;
 - (2) Medi-Cal Beneficiaries shall not be discriminated against in any manner;
 - (3) Contractor shall make all records, program compliance, and Beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;
 - (4) Compensation paid pursuant to this agreement is considered to be payment in full; and
 - (5) Contractor shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.
- I. Contractor shall comply with Section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or

agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Contractor pursuant to this agreement shall be in compliance with Section 1352 of Title 31, U.S.C., and in conjunction therewith Contractor shall execute **EXHIBIT F, CERTIFICATION REGARDING LOBBYING**, attached and incorporated herein.

- J. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- K. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- L. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for 10 years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Contractor shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 18. PERFORMANCE STANDARDS.

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

Section 19. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES.

A. Except as provided in Section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHS Adult Services Branch
 Attn: Contracts Unit
 2640 Breslauer Way
 Redding, CA 96001
 Phone: (530) 225-5900
 Fax: (530) 225-5977

If to Contractor: Psynergy Programs, Inc.
 18525 Sutter Blvd., Suite 200
 Morgan Hill, CA 95037
 Phone: (408) 497-9186
 Fax: (408) 465-8295
 Email: amuribe@psynergy.org

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 24. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 25. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Contractor or its subsidiaries.

Section 26. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third-party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CONFIDENTIALITY OF CLIENT/PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, WIC sections 827, 5328, 10850, and 14100.2; Health and Safety sections 11845.5 and 11812; CCR, Title 22, section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 28. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Contractor shall retain all of Contractor's rights in Contractor's own proprietary information, including, without limitation, Contractor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this agreement and Contractor shall not be restricted in any way with respect thereto.

Section 29. USE OF COUNTY PROPERTY.

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

Section 30. FINANCIAL REPORTING.

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHS Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall provide additional financial information as requested by County within 30 days of receiving such request. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 31. ANNUAL COST REPORT

A. Contractor shall submit a separate, detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the DHCS and a complete financial statement ("Financial Statement") not later than 90 days after the end of this agreement. Contractor's Cost Report and Financial Statement shall be subject to audit by appropriate county, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Contractor shall be settled in accordance with DHCS guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs, published charges, or County Maximum Allowance ("CMA"). In the event the Cost Report settlement identifies an overpayment to Contractor, Contractor shall reimburse County the full overpayment amount. If Contractor fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20 percent of future monthly payments to Contractor under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Contractor under this agreement until the full overpayment has been recouped. If any amount of over-payment to Contractor remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Contractor shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. This provision shall survive the termination, expiration or cancellation of this agreement.

- B. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Contractor shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Contractor shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect. This provision shall survive the termination, expiration, or cancellation of this agreement.
- C. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Contractor at the County's sole discretion until the Cost Report and Financial Statement have been received by County.

Section 32. PERSONNEL.

- A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the CCR, for the type of services prescribed in **EXHIBIT A**.
- B. Contractor shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

Section 33. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Contractor acknowledges the County's Program for Compliance with Federal Healthcare Programs ("Compliance Program") and agrees to comply, and to require its employees who are considered "Covered Individuals" to comply with all policies and procedures of the Compliance Program including, without limitation, County's Code of Conduct ("Code of Conduct"), attached and incorporated herein as **EXHIBIT G**. Should the aforementioned Code of Conduct be amended during the term of this agreement, Contractor shall comply with the Code of Conduct as amended and as provided to Contractor by County. "Covered Individuals" are defined as employees of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.
- B. Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain [subject to review by County and/or Office of Inspector General ("OIG")] signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Contractor shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly hired employees who are Covered Individuals.
- C. Contractor agrees that all of its employees who are Covered Individuals, both current and all newly hired, will be required to attend annually the complete compliance training program provided by County, or Contractor's program with prior approval of County's Compliance Officer, to its employees as required by the County's Program

for Compliance with Federal Healthcare Programs.

- D. Contractor shall not enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.
- E. Contractor attests that Contractor and all Contractor's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Consistent with the requirements of 42 CFR, Part 455.436 Contractor must confirm the identity and determine the exclusion status of all providers including but not limited to employees, network providers, subcontractors, any person with ownership or control interest, and agents or managing employees. Contractor shall verify prior to hire and monthly to ensure all providers are not excluded from Medi-Cal, Medicaid and Medicare participation. Contractor shall maintain documentation of monthly verification on file and provide such documentation to County by the 10th of the following month, electronically in .pdf format, or another electronic format preapproved by County, to mceur@co.shasta.ca.us. Verification checking, at a minimum, shall include Contractor's use of the following three websites:

- (1) Officer of Inspector General

http://oig.hhs.gov/exclusions/exclusions_list.asp

- (2) Medi-Cal Suspended and Ineligible List

<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>

- (3) System for Award Management

<https://www.sam.gov/portal/SAM/#1>

Section 34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 11.

Section 35. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

Section 36. APPLICATION OF OTHER AGREEMENTS.

Contractor and all of Contractor’s officers, agents, employees, and volunteers, and any of Contractor’s subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Shasta County Managed Care Mental Health Plan agreement number 17-94616, between the County of Shasta and the California Department of Health Care Services. Furthermore, Contractor shall comply with all of their obligations pursuant to the following numbered provisions of the Shasta County Managed Care Mental Health Plan **EXHIBIT D** (F), Section 5(J): 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions of **EXHIBIT D** (F) that are deemed applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

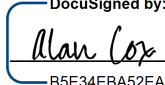
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

PATRICK J. MINTURN
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

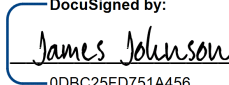
By:  _____
DocuSigned by:
B5E34EBA52EA404...

Date: 06/20/2022 | 9:05 AM PDT

Name: Alan B. Cox

Title: Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL


By:  _____
DocuSigned by:
0DBC25FD751A456...

Date: 06/16/2022 | 11:13 AM PDT

Name: James Johnson

Title: Risk Management Analyst III

CONTRACTOR

By:  _____
DocuSigned by:
BB817029E07C443...

Date: 06/17/2022 | 1:57 PM PDT

Name: Arturo Uribe

Title: Chief Operating Officer

Tax I.D.#: On File

SCOPE OF WORK

Overview:

Psynergy Programs offers Adult Residential Facilities (ARF), a Residential Care Facility for the Elderly (RCFE), and outpatient mental health clinics in close proximity. CONTRACTOR provides both residential services and mental health services to people with serious mental illnesses ages 18 and above. 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.

RESIDENTIAL SERVICES TO BE PROVIDED BY CONTRACTOR

Residential Services

CONTRACTOR shall provide Residential Services at the following sites, which are used in a step-down manner from locked settings, with a high level of support and services offered at all four sites; Nueva Vista located at 18225 Hale Avenue, Morgan Hill, CA; Nueva Vista Sacramento located at 4604 Roosevelt Avenue, Sacramento, CA; Cielo Vista Greenfield located at 806 Elm Avenue, Greenfield, CA; and Vista De Robles located at 9847 Folsom Blvd, Sacramento, CA. CONTRACTOR shall provide an array of services that ensure Client safety and that help Clients meet their basic needs in the least restrictive home-like setting possible. (CCR, Title 22, sections 85075 and 85076-85079.)

Room and Board: CONTRACTOR shall provide Clients 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: CONTRACTOR shall provide opportunities for Clients to learn and practice independent living skills and responsibilities, including group activities and classes, recreational and leisure activities, as well as opportunities to learn vocational skills. The primary goal is to assist residents in obtaining skills needed to move to a less restrictive, more independent setting.

Specifically, residential programs include the following:

- Orientation for each Client within three days of arrival.
- Attractive, clean and comfortable lodging.
- Three nutritious and well-balanced meals and three snacks daily.*
- Weekly, and as needed, cleaning of Client's room and bathroom. Daily cleaning is provided for all incontinent Clients.
- Recreational, leisure and social activities.
- Bed linens and towels.
- Conveniently located phone for incoming and local outgoing personal calls.
- Limited individual storage space consisting of a closet and small dresser in Client's room for Client's private use.

EXHIBIT A

- Help with planning and arranging for transportation to local functions, churches and educational classes within a nearby radius.
- Observation of Client's general health.
- Updating of Client's Needs and Services Plan as frequently as necessary 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. (CCR Title 22, section 85068.3)
- Consultation, as needed, with Client's doctors about Client'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.
- Provision of all personal hygiene needs.
- Provision of over-the-counter medications at no cost to the Client or COUNTY.

*CONTRACTOR shall provide meals and snacks that address any special diets (i.e., diabetic, allergy sensitive), and including, but not limited to, vegetarian options.

Care and Supervision: CONTRACTOR shall provide adequate and highly competent, caring, and compassionate staff 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. The CONTRACTOR'S goal is to keep Clients on track toward mental and physical health improvement. CONTRACTOR'S night supervisory staff shall be awake in compliance to CCR, Title 22, section 85065.6(d).

Daily Activities Program: CONTRACTOR shall provide a Daily Activities Program designed to help Clients improve their well-being and functioning. Program activities shall be available 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.

Recreational and Leisure Activities: CONTRACTOR shall provide daily recreational opportunities. Recreation is a vital aspect of maintaining a stable and healthy lifestyle. When appropriate, Clients are encouraged to participate in daily outings including, but not limited to, 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 and help to facilitate recovery and stability. CONTRACTOR shall provide weekly activities led by Contractor staff and topic experts, including, but not limited to:

- Nutrition - planning, procuring and preparing nutritious meals that contribute to overall health*
- Smoking Cessation

EXHIBIT A

- Medication education
- Safe sex and prevention of sexually transmitted diseases, including decision making and negotiating to achieve protected sex
- Diabetes awareness and management skills
- Healthy Habits, such as personal hygiene, use of sunscreen, good eating habits, weather-appropriate dressing

*Diabetic Clients and other Clients whose health can be enhanced by following special diets, will be assisted in special meal procurement and preparation.

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 shall provide daily exercise groups and, when appropriate, a local gym membership. Program shall include assistance in accessing program services and providing 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. CONTRACTOR shall provide a variety of vocational opportunities to Clients as part of the Daily Activities Program. The types of job opportunities offered include administrative, janitorial, landscape maintenance, and meal service. Vocational readiness shall also include resume writing and interviewing skills.

Peer and Family Support: CONTRACTOR shall provide peer counseling and leadership opportunities, allowing Clients 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 Clients.

CONTRACTOR recognizes the importance of supportive family connections to Client recovery. CONTRACTOR shall provide family support and education to help family members develop their own coping and communication skills in order for them to better support their family member. Education and support will be provided through recreational activities, family support groups, and facilitating linkages with National Alliance on Mental Illness. Visiting hours for friends and family will be provided 7 days a week.

Linkage to Community Resources: CONTRACTOR shall provide linkage to community resources to help Clients who have just been discharged from locked settings integrate into the community, and for those who have progressed further in the recovery process and are working toward more independence. The ultimate goal for each Client is to move into the least restrictive living situation. CONTRACTOR shall help Clients to learn to access and utilize non-mental health services within the community including, but not limited to schools, colleges, and other institutions for education; vocational programs, public transit, medical and dental services; cultural organizations, churches and places of worship; and financial institutions and government agencies.

LEVELS OF TREATMENT COMPLEXITY

A supplemental services patch rate will be determined based on a Client's level of treatment complexity as determined pursuant to Section 2.A.5. of this agreement. Rates will be compatible with these terms as reflected in **EXHIBIT B**. When Client's complexity level is reassessed pursuant to Section 2.A.7. of this agreement, the supplemental patch rate, if indicated, will be adjusted accordingly.

**OLDER ADULT PROGRAM
RESIDENTIAL CARE FACILITY FOR THE ELDERLY (RCFE)**

CONTRACTOR shall provide an all-inclusive full service RCFE program at Vista Esperanza located at 5240 Jackson Street, North Highlands, CA to adults 60+ years of age, or younger as needed, who have a serious and persistent mental illness with a co-occurring physical disorder that are at risk of losing their community placement due to an ongoing chronic co-existing physical impairment. (CCR, Title 22, sections 87464 and 87465)

CONTRACTOR'S all-inclusive program shall include, but not be limited to, 24-hour residential care, 24-hour nursing, onsite outpatient specialty mental health services (8-10 hours/month), intensive case management, and full activities of daily living ("ADL") support. When appropriate, CONTRACTOR will provide the setting for hospice care and end-of-life services in a dignified, safe, and supportive environment.

(1) Comprehensive Whole Health Management

CONTRACTOR shall provide medical and health support services not covered under traditional models, yet essential for persons to thrive in community settings including, but not limited to:

- a) 24 Hour nursing
- 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

Prior to accepting/when retaining a Client, CONTRACTOR shall assess the needs of the Client to ensure CONTRACTOR'S ability to comply with each specific requirement. CONTRACTOR may accept or retain Clients with the following health conditions provided all requirements of CCR, Title 22, Article 8 are met:

- Diabetes diagnosis requiring regular insulin-injections.
- Stage 1 or 2 dermal ulcers.
- Respiratory disorders requiring inhalers and other inhalation-assistive devices including C-PAP and BiPAP machines, humidifiers, dehumidifiers and nebulizers.
- Individuals requiring colostomy/ileostomy care.
- Fecal impaction requiring digital removal, enemas, and/or suppositories.

EXHIBIT A

- Indwelling urinary catheter requiring outpatient level catheter care.
- Wounds that are unhealed, surgically closed and expected to heal.
- Bowel and bladder incontinence.
- Non-ambulatory.

**FEE SCHEDULE
EXHIBIT B**

Contracted Services	Service Type	Mode	Service Description	Unit of Service	Service Function Code	Interim County Maximum Allowance Rate
Medi-Cal Billable Services	Outpatient Specialty Mental Health Services	15	Case Management	Minute	01-09	\$2.92
			MH Services	Minute	30-59	\$3.29
			MH Service Collateral	Minute	10-19	\$3.29
			Med Support	Minute	60-69	\$6.16
			Crisis Intervention	Minute	70-79	\$6.06

Contracted Services	Service Type	Mode	Service Description	With Benefits	Without Benefits	Unit of Service	County Maximum Allowance Rate
Non Medi-Cal Billable	Residential Program Services	60	Level I	X		Bed Day	\$159.50
			Level II	X		Bed Day	\$133.10
			ISS	X			\$264.00

All Inclusive Program Rates for Vista Esperanza RCFE		
Supplemental Day Rate Patch for clients with benefits	<i>Day Rate for Inclusive Whole Person Care</i>	\$242.00

ISOLATION RATE		
Medi-Cal Billable	Bed Day	\$100.00

Transportation as provided by Contractor per **EXHIBIT A**, shall be billed and compensated at \$50 per hour in 15-minute increments plus mileage at IRS standard mileage rates.

Intensive Support Services (ISS) Program: ISS provides a higher level of care to transitional clients, including but not limited to, higher levels of supervision, separate smaller residential wing, more intensive clinical and medication management leading to symptom stabilization, and supervised integration with other facility residents.

Isolation Support Services (Isolation): If a resident has been ordered to stay in their room due to COVID diagnosis, a flat rate of \$100 per diem will be charged for room support, bed side support, medication delivery, and 1:1 support as needed. County shall be notified immediately and obtain written authorization within 48 hours. The duration of the approval will be indicated medically and in accordance with CDC guidelines. County will be notified when the resident is no longer in need of ISS.

Psynergy Programs
Complex Care Level of Service

Client Name: _____

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

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

Symptoms *Check all that apply*

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

Total 0

Behavioral Supports – *Check all that apply*

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

Total 0

Legal Restrictions

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

Total 0

Restricted Health Care Plans

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

Total 0

Special Diets

- (2) Ground/Pureed/Chopped
- (2) Vegan, Vegetarian, GERD friendly
- (3) Weight management, shakes, dbl portions, etc
- (2) Other: _____

(must be approved by Food Services Manager prior to admission)

Total 0

Medication and Medical Management

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

Total 0

Suicidal Attempt & Self Injurious Bx

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

Total 0

Physical Disabilities

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

Total 0

Activities of Daily Living Assistance

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

Total 0

Dual Recovery Program Support

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

- (1) x1 Test Administered
- (2) x2 Tests Administered
- (3) x3 Tests Administered
- (3) Relapse Prevention Plan – Active

Total 0

Summary of changes since last Assessment

Total Level of Service Score

Level I Management 18 +
 Level II Management 0 - 17

Total Points: 0

Prior Score: _____

Current Score: _____

Psynergy Programs Only: CLIENT NAME _____
COUNTY NAME: _____

Completed by Client Development or Facility Administrator: _____

Signature: _____

Date: _____

County Case Manager or Conservator: _____

Signature: _____

Date: _____

This form must be completed prior to initial admission, every 6 months thereafter, and when there is a change of condition that leads to the Needs and Services Plan to be reviewed and updated.

Clear Form

SHASTA COUNTY MENTAL HEALTH PLAN
CONFIDENTIAL

Client Name _____

Medical Record No. _____

ORGANIZATIONAL PROVIDER TREATMENT AUTHORIZATION REQUEST
(Adult Specialty Mental Health Services)

Condition not expected to be responsive to physical health care-based treatment.

Check the appropriate space for type of service requested.

Mental Health Services

Medication Support

Case Management

Note: PAYMENT FOR ANY OF THE ABOVE SERVICES IS CONTINGENT UPON MEDI-CAL ELIGIBILITY AND PROVIDER ELIGIBILITY FOR PARTICIPATION IN THE MEDI-CAL PROGRAM.

MENTAL HEALTH PLAN UM/UR COMMITTEE USE ONLY
Services are authorized as follows:

Mental Health Services

From Date _____

Medication Support

To Date _____

Case Management

Authorization Status: 14 calendar day extension Denied Modified

by _____ Date _____
name of reviewer (Print)

EXTENSION PENDING RECEIPT OF FOLLOWING INFORMATION / REASON FOR DENIAL:

To avoid disruption of service, decision deadline is extended 14 calendar days pending receipt of the following information:

Reason for denial: _____

NOA A B Other: - completed by: _____ Date _____

Authorized by _____ Date _____
Name (Print) Signature

County Code _____ Aid Code _____ Verified by _____
Date _____ Medi-Cal Eligible _____ Medicare Eligible _____

Previous Authorization Expiration Date (If applicable) _____

Changes or alterations to this form by the Provider are not permitted.

QUARTERLY REPORT

COMPLETED FORMS MAY BE MAILED, EMAILED OR FAXED

Shasta County Health and Human Services Agency
 Adult Services Branch
 ATTN: Contracts
 2640 Breslauer Way, Redding CA 96001
 Email: ASContracts@co.shasta.ca.us
 Phone: (530) 225-5200 FAX Number: (530) 229-8404

Provider Name: _____

Quarter Covered by Report: _____

Report Completed by: _____

Phone Number: _____

Email Address: _____

Date of Report: _____

Please report the following information for the quarter:

1	Number of referrals received from Shasta County for entry to the program.	# received	
2	Number of Shasta County Clients added to the program. <i>Target: = 90 % of Clients referred</i>	# accepted	%
3	Number of Shasta County Clients not admitted to the program. (A referral for admittance was sent to program and was declined)	# declined	
4	Number of Clients who discharged this quarter. (To get %, divide # discharged by total # of Clients)	# discharged	%
5	Number of adults who received crisis services (5150 evaluation). <i>Target: < 3% (To get %, divide # receiving by total # of Clients)</i>	# receiving	%
6	Number of Clients arrested/detained this quarter. <i>Target: < 3% (To get %, divide # arrested/detained by total # of Clients)</i>	# arrested	%
7	Number of Clients who were admitted to psychiatric hospital. <i>Target: < 3% (To get %, divide # admitted by total # of Clients)</i>	# admitted	%
8	Number of Clients moved to a higher level of care. <i>Target: < 3% (To get %, divide # moved by total # of Clients)</i>	# moved	%
9	Number of Clients successfully transitioned to a lower level of care. (To get %, divide # transitioned by total # of Clients)	# transitioned	%
10	Number of Shasta County Clients currently in residence at the program.	# current clients	

For any of the above categories which did NOT meet the expected outcome, please discuss below.

- Number 5 has a less than 3% target measure. If the number of Clients who received crisis services was higher than 3%, please explain why:

State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Psynergy Programs, Inc
Name of Contractor

Printed Name of Person Signing for Contractor

17-94616
Contract/Grant Number

Signature of Person Signing for Contractor

Date

Title

**SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,
MENTAL HEALTH PLAN (MHP)
CONTRACTOR CODE OF CONDUCT**

Shasta County Health and Human Services Agency (HHS), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHS Contractors shall follow this Contractor Code of Conduct (Code of Conduct) as applicable to services performed under the Managed Care Plan agreement between Shasta County and the State Department of Health Care Services and this Agreement between the County of Shasta and HHS Contractor.

1. PURPOSE

The purpose of this HHS Code of Conduct is to ensure that all HHS Contractors providing services under the Shasta County Managed Care Plan (the agreement between Shasta County and State of California Department of Health Care Services to provide specialty mental health services to eligible Shasta County Medi-Cal Beneficiaries) and this Agreement between the County of Shasta and Contractor, are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs. This Code of Conduct also serves to demonstrate HHS's dedication to providing quality care to its clients, and to submitting accurate claims for reimbursement to all payers.

2. CODE OF CONDUCT - GENERAL STATEMENT

- A. This Code of Conduct is intended to provide HHS Contractors with general guidelines, to enable them to conduct the business of HHS in an ethical and legal manner;
- B. Every HHS Contractor is expected to uphold this Code of Conduct;
- C. Failure to comply with this Contractor Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHS Contractor's termination of contracted status. In addition, such conduct may place the Contractor, the individuals employed by Contractor, or HHS, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion from participation in the Federal Health Care Programs.

3. CODE OF CONDUCT

All HHS Contractors and employees, volunteers, and interns of Contractor shall:

- A. Perform their duties in good faith and to the best of their ability;

**Shasta County Health and Human Services
Code of Conduct - Contractor**

- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;
- C. Refrain from any illegal conduct. When a Contractor is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Contractor shall inform the HHS Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHS;
- E. Notify the HHS Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHS or the services provided under this agreement between HHS and Contractor;
- F. Not destroy or alter HHS information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Contractor's independent judgment in transactions involving HHS or the services provided under this agreement between HHS and Contractor;
- I. Disclose to the HHS Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHS's employees, vendors or contractors;
- J. Not participate in any false billing of HHS, client, other government entities, or any other Party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHS or any other government entity;
- L. Not pay, or arrange for Contractor to pay, any person or entity for the referral of HHS client to Contractor, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Contractor;
- M. Not use confidential HHS information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHS, or at any time thereafter;

**Shasta County Health and Human Services
Code of Conduct - Contractor**

- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. SHASTA COUNTY HHSA MHP COMPLIANCE OFFICER

The Shasta County HHSA MHP Compliance Officer may be contacted at:

Compliance Officer
Shasta County Health and Human Services Agency, Business & Support Services
P.O. Box 496005, Redding, CA 96049-6005

24/7 Confidential Disclosure Line: (530) 229-8050 or 1-866-229-8050

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

CODE OF CONDUCT - CONTRACTOR CERTIFICATION

I, _____, by signing this Certification
(Print First and Last Name)

acknowledge that:

- I am an employee of Psynergy Programs Inc., a contractor of the County of Shasta, through its Health and Human Services Agency;
- I have received a copy of the Code of Conduct;
- I have read and understand the Code of Conduct; and
- I agree to comply with the Code of Conduct.

Signed _____ Date _____

Contractor shall maintain all current signed Code of Conduct – Contractor Certification forms on file and retain forms for a period of seven years after employee no longer works for Contractor, and provide to HHSA upon request, or submit depending upon agreement terms, this signed certification to HHSA Compliance Program at P.O. Box 496005, Redding, CA 96049-6005.

Thank you.