

# Attachment A

## Psynergy FY 24-27 BC

### 24011 AM1 (Signature Required)

Board Contract # 24-011

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA

AND

PSYNERGY PROGRAMS, INC.

FOR

MENTAL HEALTH SERVICES

**FIRST AMENDMENT TO THE AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS FIRST AMENDMENT** to the Agreement for Services of Independent Contractor, **BC No. 24-011** is made by and between the **County of Santa Barbara** (County or Department) and **Psynergy Programs, Inc.**, (Contractor), with a principal address at 18225 Hale Ave., Morgan Hill, CA 95037, for the continued provision of services specified herein (hereafter First Amendment).

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth; and

**WHEREAS**, in June 2024, County and Contractor (collectively, the Parties) entered into an Agreement for Services of Independent Contractor, BC No. 24-011, (hereafter Agreement) for the provision of adult residential care services, for a total contract maximum amount not to exceed **\$8,489,220**, inclusive of \$2,829,740 per fiscal year, for the period of July 1, 2024, through June 30, 2027; and

**WHEREAS**, through this First Amendment, the Parties wish to update certain standard terms in compliance with State and federal requirements; add general provisions reflecting Behavioral Health Services Act (BHSA) funding; update entity rates and codes by service type; and increase contract amount by adding **\$402,435**, to reflect \$2,829,740 for FY 2024-25, \$2,904,120 for FY 2025-26, and \$3,157,795 for FY 2026-27, for a revised, total maximum contract amount not to exceed **\$8,891,655**, with no change to the contract term of July 1, 2024, through June 30, 2027.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

**I. Delete Section 8, Debarment and Suspension, of the Standard Terms and Conditions of the Agreement and replace it with the following:**

**8. DEBARMENT AND SUSPENSION.**

- A.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended. Contractor shall also comply with the debarment and suspension provisions set forth in Exhibit A-1- MHS General Provisions and Exhibit A-3

General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to this Agreement.

**II. Delete Section 10, Conflict of Interest, of the Standard Terms and Conditions of the Agreement and replace it with the following:**

**10. CONFLICT OF INTEREST.**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor shall also comply with the conflict of interest provisions set forth in Exhibit A-1- MHS General Provisions and Exhibit A-3 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to this Agreement.

**III. Delete Section 14, Records, Audit, and Review, of the Standard Terms and Conditions of the Agreement and replace it with the following:**

**14. RECORDS, AUDIT, AND REVIEW.**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR 's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state, or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any

audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

CONTRACTOR shall also comply with the records, audit and review provisions set forth in Exhibit A-1- MHS General Provisions and Exhibit A-3 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to this Agreement.

**IV. Delete Section 28, Compliance with Law, of the Standard Terms and Conditions of the Agreement and replace it with the following:**

**28. COMPLIANCE WITH LAW.**

Contractor shall, at its sole cost and expense, comply with all federal, state, and local statutes; ordinances; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such statute, ordinance, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

**V. Delete Section 36, Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards, of the Standard Terms and Conditions of the Agreement in its entirety.**

**VI. Delete Section 37, Mandatory Disclosure, of the Standard Terms and Conditions of the Agreement in its entirety.**

**VII. Delete Section 38, Procurement of Recovered Materials, of the Standard Terms and Conditions of the Agreement in its entirety.**

**VIII. Delete Section 39, Domestic Preferences for Procurements, Subsection A, of the Standard Terms and Conditions of the Agreement in its entirety.**

**IX. Delete Section 40, Clean Air Act and Federal Water Pollution Control Act, of the Standard Terms and Conditions of the Agreement in its entirety.**

- X. Delete Section 41, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, of the Standard Terms and Conditions of the Agreement in its entirety.**
- XI. Delete Section 1, Performance, of Exhibit A-1-MHS, General Provisions and replace it with the following:**
  - 1. PERFORMANCE.**
    - A.** This Agreement shall be governed by and construed in accordance with all laws and regulations and all contractual obligations of County under the Integrated Intergovernmental Agreement (Contract No. 24-40145) (hereafter referred to “Integrated Intergovernmental Agreement”) between County and the California Department of Health Care Services (DHCS) including the federal and state requirements listed in Integrated Intergovernmental Agreement, Exhibit E (Additional Provisions), section 7 (State and Federal Laws Governing this Contract) and contractual obligations in Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions). The Integrated Intergovernmental Agreement, available at County of Santa Barbara - File #: 25-00016, is incorporated herein by reference.
      - 1.** Contractor agrees to comply with the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, of the Intergovernmental Agreement.
      - 2.** Contractor agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California’s Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices (BHIN(s)) in its provision of services as a subcontractor or contracted provider of County as an integrated county behavioral health plan.
      - 3.** Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with County’s obligations under the Integrated Intergovernmental Agreement.
      - 4.** Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement. Contractor shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of

this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.

5. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, Contractor shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.
6. Contractors shall comply with:
  - i. All applicable Behavioral Health Services Act laws, regulations, BHINs, policy letters, and guidance; and
  - ii. The Santa Barbara County Mental Health Services Act Steering Committee Mission Statement, available at Mental Health Services Act Steering Committee Santa Barbara County, CA - Official Website
- B. Contractor shall comply with the following as applicable:
  1. All Medicaid laws, regulations including sub-regulatory guidance, and contract provisions;
  2. 42 Code of Federal Regulations (C.F.R.) part 438 as applicable;
  3. 42 C.F.R. section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
  4. 42 Code of Federal Regulations (C.F.R.) part 2, regarding confidentiality of substance use disorders patient records;
  5. All laws and regulations relating to patients' rights including Welfare and Institutions Code (Welf. & Inst. Code) section 5325, 9 California Code of Regulations (Cal. Code Regs.) sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and
  6. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of Contractor's obligations pursuant to this Agreement.
- C. **Alcohol and Drug Programs.**(Reserved).
- D. **Mental Health Program.** This Contract is entered into in accordance with Welfare and Institutions Welfare & Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans.
- E. **Substance Use Block Grant Requirements.**(Reserved).
- F. **Suspension For Convenience.**(Reserved).

**XII. Delete Section 8, Confidentiality, Subsection A; Subsection C; and Subsection E of Exhibit A-1-MHS, General Provisions and replace it with the following:**

**A.** Maintain Confidentiality. Contractor agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Exhibit D, Section 14 of the Intergovernmental Agreement Number 24-40145 to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

**C.** Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement (Contract No. 24-40145) to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.

**E.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

**XIII. Add Section 8, Confidentiality, Subsection G; of Exhibit A-1-MHS, General Provisions of the Agreement as follows:**

**G. Compliance with Privacy and Data Security Authorities.** Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities

specified in this Section (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.

**XIV. Delete Section 9, Client and Family Member Empowerment, Subsection E of Exhibit A-1-MHS, General Provisions and replace it with the following:**

E. Contractor shall obtain and retain a written medication consent form signed by the client in accordance with Department of Behavioral Wellness' Policy and Procedures #8.009 Medication Consent for Adults to the extent Contractor is a "provider" as defined by the Integrated Intergovernmental Agreement (Contract No. 24-40145).

**XV. Delete Section 13, Monitoring, Subsection C; and Subsection D of Exhibit A-1-MHS, General Provisions and replace it with the following:**

C. County Corrective Action Plan. County shall provide a corrective action plan and a timeline for implementation and/or completion of corrective action if deficiencies in Contractor's compliance with the provisions of the Integrated Intergovernmental Agreement or this Agreement are identified by County. Contractor shall:

1. Take corrective action;
2. Provide evidence of correction; and
3. Have a mechanism for monitoring effectiveness of corrective action over time.

D. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.

**XVI. Delete Section 18, State Contract Compliance, of Exhibit A-1-MHS, General Provisions and replace it with the following:**

**1. FEDERAL AND STATE CONTRACT COMPLIANCE REQUIREMENTS.**

A. County and the California Department of Health Care Services (DHCS) may fully or partially revoke this Agreement or the delegated activities or obligations, or apply

other remedies permitted by federal or state law when County or DHCS determine that Contractor has not performed satisfactorily (42 C.F.R. § 438.230(c)(2).)

**B.** Contractor shall comply with any applicable provision identified in the Integrated Intergovernmental Agreement as applying to subcontractors or contracted providers.

**C. Americans with Disabilities Act.** Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in part 1194 of title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

**D. Generative Artificial Intelligence Technology Uses and Reporting.**

1. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
2. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to County to report the use of any new or previously unreported GenAI technology.
3. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.
4. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to County as grounds for the immediate termination of this

Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.

5. Contractor shall include subsection D (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

**E. Prohibited Affiliations.**

1. Contractor shall not knowingly have any prohibited type of relationship, as described in subsection E.3 of this Section (Federal and State Contract Compliance Requirements), with individuals or entities listed in subsection E.1.i and ii. Contractor shall further require that its subcontractors and contracted providers abide by this requirement.
  - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
  - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. section 2.101, of a person described in subsection E.1.i. (42 C.F.R. § 438.610(a)(2).)
2. Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 United States Code [U.S.C.] § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
3. Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this subsection E.3 with an excluded, debarred, or suspended individual, provider, or entity.
  - i. A director, officer, agent, managing employee, or partner of Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
  - ii. A subcontractor of Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)
  - iii. A person with beneficial ownership of five percent or more of Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

- iv. A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
- 4. Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in subsections E.1 and E.2 for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)
- 5. Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
- 6. Contractor shall provide to County written disclosure of any prohibited affiliation identified by Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

**F. Disclosures.**

- 1. **Disclosures of 5% or More Ownership Interest.** Contractor shall provide to County written disclosure of information on ownership and control of Contractor, its contracted providers, and its subcontractors (hereafter Disclosing Entity) as described in 42 C.F.R. section 455.104 and this subsection F.1 of this Section (Federal and State Contract Compliance Requirements). Contractor shall provide disclosures to County on a form provided by County upon submitting the provider application, before entering into a provider agreement with County, before renewing a provider agreement with County, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104, and within 35 days after any change in ownership of Disclosing Entity. The information included in the disclosures shall be current as of the time submitted. The following information must be disclosed:
  - i. The name and address of any person (individual or corporation) with an ownership or control interest in Disclosing Entity. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.
  - ii. Date of birth and Social Security Number (in the case of an individual).

- iii. Other tax identification number (in the case of a corporation) with an ownership or control interest in Disclosing Entity or in any subcontractor in which Disclosing Entity has a five percent or more interest.
  - iv. Whether the person (individual or corporation) with an ownership or control interest in Disclosing Entity is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling.
  - v. The name of any other disclosing entity in which an owner of Disclosing Entity has an ownership or control interest.
  - vi. The name, address, date of birth, and Social Security Number of any managing employee of Disclosing Entity.
- 2. Disclosures Related to Business Transactions.** Contractor shall submit the following disclosures and updated disclosures related to certain business transactions to County, the California Department of Health Care Services (DHCS), or the United States Department of Health and Human Services (HHS) within 35 days upon request. The following information must be disclosed:
- i. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
  - ii. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request.
- 3. Disclosures Related to Persons Convicted of Crimes.** Contractor certifies that it has submitted the following disclosures related to persons convicted of crimes to County before entering into this Agreement. Contractor shall submit the following disclosures to County or DHCS at any time upon request. The following information must be disclosed:
- i. The identity of any person who has an ownership or control interest in or is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).)
  - ii. The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. §

455.106(a)(1) and (2).) For this purpose, the word “agent” has the meaning described in 42 C.F.R. section 455.101.

**4. Remedies.** If Contractor fails to comply with disclosure requirements, remedies available to County and DHCS include:

- i. Federal Financial Participation (FFP) is not available in expenditures for services furnished by Contractor that fail to comply with a request made by County, DHCS, or the Secretary of HHS under subsections F.1 and F.2 of this Section (Federal and State Contract Compliance Requirements) or under 42 C.F.R. section 420.205 (Disclosure by providers and part B suppliers of business transaction information). FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to County, DHCS, or the Secretary of HHS and ending on the day before the date on which the information was supplied. (42 C.F.R. §§ 455.104(f), 455.105(c).)
- ii. Contractor shall reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to County or DHCS. (Welf. & Inst. Code, § 14043.3.)

**G. Records, Audit, and Review.**

- 1. Contractor shall maintain and preserve books and records and documents of any type whatsoever, whether physical or electronic, pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement including, but not limited to: member grievance and appeal records; the data, information, and documentation specified in (or that demonstrates compliance with) 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610; working papers; reports; financial records and documents of account; member records; prescription files; and subcontracts (hereafter Records).
- 2. Contractor shall make available all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, electronic systems, or any employee pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement at any time for auditing, evaluation, inspection, examination, or copying by County, the California Department of Health Care Services (DHCS), the California Department of General Services, the California State Auditor, the United States Centers for Medicare and Medicaid Services (CMS), the United States Department of Health and Human Services Office of

Inspector General (HHS Inspector General), the United States Comptroller General, or other authorized federal or state agencies, or their designees (hereafter Audit). The right to Audit includes, but is not limited to, the right to Audit if County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk.

3. Both the requirement to maintain and preserve Records under subsection G.1 of this Section (Federal and State Contract Compliance Requirements) and the right to Audit under subsection G.2 shall exist for 10 years from the term end date of this Agreement or as required by subsections i through iii below, whichever is later:
  - i. Applicable statute,
  - ii. Any other provision of this Agreement, or
  - iii. If any litigation, claim, negotiation, audit, or other action pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement has been started before the expiration of the 10-year period, until completion of the action and resolution of all issues which arise from it.
4. Contractor shall include subsection G (Records, Audit, and Review) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

#### **H. Conflict of Interest.**

1. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act (42 C.F.R. § 438.3(f)(2)) and the California Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code section 10365.5, and Government Code section 1090.
2. Contractor acknowledges and agrees that County and the California Department of Health Care Services (DHCS) intends to avoid any real or apparent conflict of interest on the part of Contractor, Contractor's subcontractor, or employees, officers, and directors of Contractor or subcontractor. Thus, County and DHCS reserve the right to determine, at their sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and if a conflict is found to exist, to require Contractor to submit additional information or a plan for resolving the conflict, subject to County and DHCS review and prior approval.

**3. Conflicts of interest include:**

- i. An instance where Contractor or subcontractor, or any employee, officer, or director of Contractor or subcontractor, has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
  - ii. An instance where Contractor's or subcontractor's employees, officers, or directors use their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
- 4.** If County is or becomes aware of a known or suspected conflict of interest, County will notify Contractor of the known or suspected conflict, and Contractor will have five working days from the date of notification to provide complete information regarding the suspected conflict to County. County may, at its discretion, authorize an extension of the timeline indicated herein in writing. If a conflict of interest is determined to exist by County or DHCS and cannot be resolved to the satisfaction of County or DHCS, the conflict may be grounds for terminating this Agreement.
- 5.** Contractor shall include subsection H (Conflict of Interest) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

**I. Nondiscrimination and Compliance (General Terms and Conditions 02/2025).**

- 1.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900

et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of article 9.5, chapter 1, part 1, division 3, title 2 of the Government Code (Gov. Code, §§ 11135–11139.5), and the regulations or standards adopted by the California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

2. Contractor shall include subsection I (Nondiscrimination and Compliance (GTC 02/2025) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under the Agreement.

**J. Nondiscrimination and Compliance.**

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)
2. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.
3. Contractor shall include subsection J (Nondiscrimination and Compliance) of this Section (Federal and State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection J (Nondiscrimination and Compliance) of this Section (Federal and State Contract

Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

**K. Subcontract Requirements.**

1. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

**L. Federal Equal Employment Opportunity Requirements.**

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

advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the federal government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of and furnish all information and reports required by section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of Federal Executive Order No. 11246, as amended, including by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are

referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

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

**M. Debarment and Suspension Certification.**

1. Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, 2 C.F.R. part 180 and 2 C.F.R. part 376.
2. Contractor certifies to the best of its knowledge and belief that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

- ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 2.ii, subsection M (Debarment and Suspension Certification) of this Section (Federal and State Contract Compliance Requirements);
  - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
  - v. Have not within a three-year period preceding this Agreement engaged in any of the violations listed under 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 376.
- 3. Contractor shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the California Department of Health Care Services (DHCS).
- 4. The terms and definitions herein have the meanings set out in 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376.
- 5. Contractor will include subsection M (Debarment and Suspension Certification) of this Section (Federal and State Contract Compliance Requirements) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. If Contractor knowingly violates this certification, in addition to other remedies available to the federal government, County or DHCS may terminate this Agreement for cause or default.

**N. Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.**

1. Contractor shall comply with the requirements of 2 Code of Federal Regulations (C.F.R.) parts 200 and 300 and 2 Code of Federal Regulations part 200, which are incorporated herein by reference.
2. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

**O. Mandatory Disclosures.**

1. Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, DHCS, the United States Centers for Medicare and Medicaid Services, and the United States Department of Health and Human Services Office of Inspector General. Contractor is also required to report matters related to County, state, or federal agency's integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)
2. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.
3. Contractor shall also comply with the disclosure provisions set forth below in Section S (Byrd Anti-Lobbying Amendment) and this EXHIBIT AA General Provisions to this Agreement.

**P. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.**

1. Contractor is prohibited from obligating or expending loan or grant funds to:
  - i. Procure or obtain covered telecommunications equipment or services;
  - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

- 2.** As described in section 889 of Public Law 115-232 “covered telecommunications equipment or services” means any of the following:
  - i.** Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - ii.** For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - iii.** Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - iv.** Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 3.** For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- 4.** In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- 5.** Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor and its subcontractors are not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.

6. For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.
7. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

**Q. Domestic Preferences for Procurements.**

1. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
2. For purposes of this section:
  - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

**R. Procurement of Recovered Materials.**

1. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 United States Code section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the United States Environmental Protection Agency (EPA) at 40 Code of Federal Regulations part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water

efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

3. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

**S. Byrd Anti-Lobbying Amendment.** (Applicable to federally funded agreements in excess of \$100,000.)

**1. Certification and Disclosure Requirements.**

- i. Contractor must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that Contractor has not made and will not make any payment prohibited by subsection 2 (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
- ii. Contractor must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled “Standard Form-LLL ‘Disclosure of Lobbying Activities’”) if Contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection 2 (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.
- iii. Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by Contractor under subsection 1.ii of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:
  - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
  - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

- iv. Contractor shall require all lower tier subcontractors to certify and disclose to the next tier above.
    - v. All disclosure forms shall be forwarded from tier to tier until received by County.
  - 2. **Prohibition.** Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization 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.
  - 3. Contractor shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this Agreement.
- T. **Clean Air Act.** (Applicable to federally funded agreements in excess of \$150,000.)
- 1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.
  - 2. Contractor agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
  - 3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.
- U. **Federal Water Pollution Control Act.** (Applicable to federally funded agreements in excess of \$150,000.)
- 1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.
  - 2. Contractor agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to

County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

**V. Alcohol And Drug Program. (Reserved)**

**XVII. Add Exhibit A-3 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to the Agreement as follows:**

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**EXHIBIT A-3  
GENERAL PROVISIONS  
DEPARTMENT OF HEALTH CARE SERVICES  
STATE PERFORMANCE REQUIREMENTS  
BEHAVIORAL HEALTH SERVICES ACT (BHSA)**

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This Agreement shall be governed by and construed in accordance with all laws and regulations and policies and procedures governing the California Department of Health Care Services (hereafter referred to as DHCS ) State Performance Agreement (Agreement No. 26-60060 which administers the Behavioral Health Services Act, Lanterman- Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan- McCorquodale Act.

Any BHSA program services operated under this Agreement to Medi-Cal clients residing in Santa Barbara County or county of responsibility who meet the applicable access criteria, included as Exhibit A-2, unless separately and specially set forth in the this General Provision or scope of work specific to each program.

County of Responsibility is defined as “the county of responsibility shall be the county whose county department is responsible for determining the initial and continuing Medi-Cal eligibility for a person or family. The appropriate county of responsibility shall be determined in accordance with the California Code Title 22 section 50120.”

**1. PERFORMANCE.**

- A. Contractor must meet certain conditions and requirements to receive funding for these programs and services, as set forth in this County Performance Contract 26-

60060 (hereafter referred to as the Contract or Agreement), as required by Welfare and Institutions Code (W&I) sections 5650(a), 5651, and 5897. Contractor agrees to comply with all of the conditions and requirements described herein.

- B. Contractor must implement the BHSA consistent with this Contract (which is executed pursuant to W&I section 5897), applicable law and regulations, the BHSA County Policy Manual (hereafter referred to as the BHSA Policy Manual), and other applicable DHCS guidance. <https://policy-manual.mes.dhcs.ca.gov/behavioral-health-services-act-county-policy-manual/LIVE/>.
- C. The defined terms enumerated in the BHSA Policy Manual apply to this Contract, except as otherwise provided.
- D. To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation or DHCS guidance issued pursuant to W&I section 5963.05 (or other applicable bulletin authority), Contractor must comply with the statute, regulation, or guidance, and the conflicting Contract provision will no longer be in effect.
- E. There a requirement provided or referenced herein has an effective date that differs from the effective date of this Contract, Contractor is required to comply with the requirement as of its applicable effective date.
- F. All terms and conditions set forth in the BHSA Policy Manual are hereby incorporated by reference and made a part of this Contract as if fully set forth herein.
- G. Contactor must submit all deliverables required in this Contract in the schedule, form, and manner specified by County.
- H. The Integrated Intergovernmental Agreements General Provisions Exhibit AA applies to the federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. Contractor agrees to comply with all of the conditions and requirements described herein.
- I. For Substance Uses Grant services, Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75 to applies to those services along with the State Performance requirements and standards.

**2. GENERAL REQUIRMENTS.** Contract shall adhere to W&I section 5651(b) incorporated into this Contract. Contractor must:

- A. Comply with the expenditure requirements of W&I section 17608.05;

- B. Provide services to persons receiving involuntary treatment as required by the LPS Act (commencing with W&I section 5000) and the Children’s Civil Commitment and Mental Health Treatment Act of 1988 (commencing with W&I section 5585);
  - C. Comply with all of the requirements necessary for Medi-Cal reimbursement provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 of the Bronzan-McCorquodale Act (commencing with W&I section 5700), and submit cost reports and other data to County in the form and manner determined by County;
  - D. Comply with all provisions and requirements in law pertaining to patient rights;
  - E. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the PATH, MHBG, and SUBG programs;
  - F. Provide all data and information set forth in W&I sections 5610 and 5664; and
  - G. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Behavioral Health Services Act.
3. **AMERICANS WITH DISABILITIES ACT.** County agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 United States Code (USC) § 794d), the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*), and the implementing regulations, including 36 Code of Federal Regulations (CFR) Part 1194 and 28 CFR Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.
4. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine County is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this Contract. The State must provide County advance written notice of such termination, allowing

County at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

**5. MEDI-CAL VERIFICATION AND ENROLLMENT.** Contractor shall:

- A. Verify an individual enrollment in Medi-Cal;
- B. If the individual is not enrolled, refer the individual for eligibility screening and enrollment support; and
- C. Check Medi-Cal enrollment on an ongoing basis.

**6. ELIGIBLE AND PRIORITY POPULATIONS.** Contractor shall comply with BHSA requirements concerning eligibility for and prioritization of services, as described in BHSA Policy Manual section 2.B.3 and any other applicable DHCS guidance.

- A. **Eligible Populations.** Contractor shall limit BHSA services to eligible children and youth and eligible adults and older adults, as defined in W&I section 5892(k). BHSA eligible populations are not required to be enrolled in the Medi-Cal program. (W&I § 5892(k)(7)-(8).)
- B. **Priority Populations.** Contractor must prioritize BHSA services to the populations enumerated in W&I section 5892(d).

**7. REPORTING, DATA SUBMISSION, AND DATA SHARING REQUIREMENTS.**

- A. **Behavioral Health Outcomes, Accountability, And Transparency Report.** Contractor must submit an annual Behavioral Health Outcomes, Accountability, and Transparency Report (BHOATR) to County to consistent with BHSA Policy Manual section 4 and any other applicable DHCS guidance. (W&I § 5963.04.)
- B. Contractor must comply with all data and information submission requirements specified in State and federal law, this Contract, and all applicable DHCS guidance. (W&I §§ 5610(a)(1), 5664(a), 5963.04(a)(2).) Applicable laws include:
  - 1. Title 42 of the United States Code (USC), sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive;
  - 2. W&I sections 5000 through 5987; and
  - 3. All corresponding regulations that implement, interpret or make specific, these federal and State laws.
- C. Contractor must provide data and information regarding the following programs as required by, and in accordance with, federal and State laws and DHCS guidance:
  - 1. The Behavioral Health Services Act (BHSA), as outlined in Exhibit A, Attachment I, Article 1.0;

2. Projects for Assistance in Transition from Homelessness (PATH), as outlined in Article 2.0, subsection 2.4 of Attachment I;
3. Community Mental Health Services Block Grant (MHBG), as outlined in Article 2.0, subsection 2.5 of Attachment I;
4. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), as outlined in Article 2.0, subsection 2.6 of Attachment I; and
5. County provision of community behavioral health services provided with 1991 and 2011 realignment funds (other than Medi-Cal).

**D. Data Sharing Requirements.** Contractor must comply with all data sharing requirements as mandated by and in accordance with applicable federal and State law and applicable Data Exchange Framework Policies and Procedures and DHCS guidance. (W&I §§ 14197.71(d)(1), 14184.102(j).)

## **8. SPECIAL TERMS AND CONDITIONS.**

- A. Audit and Record Retention.** Contractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The forgoing constitutes “records” for the purpose of this provision.
- B.** Contractor is hereby advised of its obligations pursuant to the following numbered provisions of State Performance Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 16. Dispute Resolution Process; 17. Subrecipient Compliance; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 24 Progress Reports or Meetings; 25 Performance Evaluation; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 28. Use of Disabled Veteran’s Business Enterprises (DVBE); 29. Use of Small, Minority Owned and Women's Businesses; 30. Use of Small Business Subcontractors; 31. Alien Ineligibility Certification; 32. Union Organizing; 33. Contract Uniformity (Fringe Benefit Allowability); 34 Suspension or Stop Work Notification; 35

Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

**9. GENERAL TERMS AND CONDITIONS (GTC 02/0205).**

**A.** Contractor shall adhere to the General terms and conditions herein referenced and includes: 1 Approval; 2 Amendments; 3 Assignment; 4 Audit; 5 Indemnification; 6 Disputes; 7 Termination for Cause; 8 Independent Contractor; 9 Recycling Certification; 10 Non-discrimination; 11 Certification Clauses; 12 Timeliness; 13 Compensation; 14 Governing Law; 15 Antitrust Claims; 16 Child Support Compliance Act; 17 Unenforceable Provision; 18 Priority Hiring; 19 Small Business Participation and DVBE Participation Reporting Requirements; 20 Loss Leader; and 21 Generative AI Disclosure Obligations.

**B. Termination for Convenience.** This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. Note: Provision 10(a) Termination for Cause in Exhibit D remains in force as is.

1. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving 30 calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
2. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.
3. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

**10. SUBSTANCE USE PREVENTION, TREATMENT AND RECOVERY SERVICES BLOCK GRANT (SUBG). (Reserved)**

**XVIII. Delete Exhibit B General Financial Provisions: MHS (Specific to Contract), Section II. Maximum Contract Amount, and replace it with the following:**

**II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed **\$ 8,891,655**, inclusive of \$2,829,740 for FY 2024-25; \$2,904,120 for FY 2025-26; and \$3,157,795 for FY 2026-27, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

**XIX. Delete Exhibit B-1 Schedule of Rates and Contract Maximum, and replace it with the following:**

THIS SECTION LEFT INTENTIONALLY BLANK.

EXHIBIT B-1 SCHEDULE OF FEES FOLLOWS.

**EXHIBIT B-1 MHS  
SCHEDULE OF RATES AND CONTRACT MAXIMUM  
Applicable Fiscal Year 2024-25**

*Table Follows on Next Page*

EXHIBIT B-1 MH  
DEPARTMENT OF BEHAVIORAL WELLNESS  
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Psynergy

FISCAL YEAR: 2024-2025

| Contracted Service         | Service Type                        | Provider Group             | Practitioner Type                                      | Full Time Equivalent Staffing | Hourly Rate (Avg. Direct Bill rate) | Medi-Cal Target Hours | Medi-Cal Contract Allocation |
|----------------------------|-------------------------------------|----------------------------|--------------------------------------------------------|-------------------------------|-------------------------------------|-----------------------|------------------------------|
| Medi-Cal Billable Services | Outpatient Services Fee-For-Service | Prescriber                 | Psychiatrist/ Contracted Psychiatrist                  | 0.57                          | \$786.21                            | 379                   | \$297,972                    |
|                            |                                     |                            | Physician's Assistant                                  | 0.01                          | \$440.76                            | 7                     | \$3,085                      |
|                            |                                     |                            | Nurse Practitioner (& Cert Nurse Spec.)                | 0.01                          | \$488.70                            | 7                     | \$3,421                      |
|                            |                                     | Non-Prescriber             | Registered Nurse                                       | 0.02                          | \$399.18                            | 13                    | \$5,189                      |
|                            |                                     |                            | Licensed Vocational Nurse                              | 0.56                          | \$209.70                            | 373                   | \$78,217                     |
|                            |                                     |                            | Licensed Psychiatric Technician                        | 0.09                          | \$179.77                            | 60                    | \$10,786                     |
|                            |                                     | Behavioral Health Provider | Psychologist/ Pre-licensed Psychologist                | 0.01                          | \$395.23                            | 7                     | \$2,767                      |
|                            |                                     |                            | Occupational Therapist                                 | 0.01                          | \$340.47                            | 7                     | \$2,383                      |
|                            |                                     |                            | LPHA / Assoc. LPHA                                     | 1.47                          | \$255.76                            | 978                   | \$250,138                    |
|                            |                                     |                            | Certified Peer Recovery Specialist                     | 0.01                          | \$202.06                            | 7                     | \$1,414                      |
|                            |                                     |                            | Rehabilitation Specialists & Other Qualified Providers | 2.00                          | \$192.44                            | 1,331                 | \$256,138                    |
|                            |                                     |                            |                                                        | 4.76                          |                                     | 3,169                 | \$911,510                    |

| Contracted Service             | Service Type                         | Reimbursement Method | Non-Medi-Cal Contract Allocation |
|--------------------------------|--------------------------------------|----------------------|----------------------------------|
| Non-Medi-Cal Billable Services | Outpatient Non-Medi-Cal Services (1) | Fee-For-Service      | \$18,230                         |
|                                | Adult Residential Services           | Fee-For-Service      | \$1,900,000                      |
|                                |                                      |                      | \$1,918,230                      |

Total Contract Maximum **\$2,829,740**

| Contracted Services     | Service Type                              | Service Description                                                   | Service                                          | Rate                          |
|-------------------------|-------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------|-------------------------------|
| Non - Medi-Cal Services | Adult Residential Services & Supports (7) | Adult Residential Licensed Facilities (4) - Level I                   | Bed Day                                          | \$177.61                      |
|                         |                                           | Adult Residential Licensed Facilities (4)- Level II                   | Bed Day                                          | \$148.21                      |
|                         |                                           | Adult Residential Licensed Facilities (4)- Intensive Support Services | Bed Day                                          | \$293.98                      |
|                         |                                           | Vista Esperanza RCFE Patch rate                                       | Bed Day                                          | \$249.74                      |
|                         |                                           | Unlicensed Facilities (4)                                             | Bed Day                                          | \$56.35                       |
|                         |                                           | Bed Hold                                                              | Bed Day                                          | Client's placement level rate |
|                         | Board and Care                            | Unbenefited clients -Board and Care (6)                               | Monthly                                          | \$1,398.07                    |
|                         |                                           | Unbenefited clients- Personal Needs                                   | Day                                              | \$3.00                        |
|                         | Other Services (7)                        | Enhanced Support and Supervision (5)                                  | Per Hour (15 min increments)                     | \$45.00                       |
|                         |                                           | Isolation Support Services                                            | Per Day                                          | \$100.00                      |
|                         |                                           | Transportation                                                        | Per Hour (15 min increments + IRS rate per mile) | \$55.00                       |

| Contract Maximum by Program & Estimated Funding Sources |                            |  |  |  |  |  | Total        |
|---------------------------------------------------------|----------------------------|--|--|--|--|--|--------------|
| Funding Sources (2)                                     | PROGRAM(S)                 |  |  |  |  |  |              |
|                                                         | Adult Residential Programs |  |  |  |  |  |              |
| Medi-Cal Patient Revenue (3)                            | \$ 911,510                 |  |  |  |  |  | \$ 911,510   |
| Realignment Non-Medi-Cal Services                       | \$ -                       |  |  |  |  |  | \$ -         |
| Realignment QA / UM Incentive                           | \$ -                       |  |  |  |  |  | \$ -         |
| MHSA Client Flexible Support                            | \$ -                       |  |  |  |  |  | \$ -         |
| MHSA Non-Medi-Cal Services                              | \$ 18,230                  |  |  |  |  |  | \$ 18,230    |
| MHSA Non-Medi-Cal Program                               | \$ 1,900,000               |  |  |  |  |  | \$ 1,900,000 |
| TOTAL CONTRACT PAYABLE FY 24-25:                        | \$ 2,829,740               |  |  |  |  |  | \$ 2,829,740 |

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

- DocuSigned by: Arturo Uribe DocuSigned by: Christie Boyer
- 65D60C1D2FC244E96D40AB0C0AD408
- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Services rates as noted for Medi-Cal clients.
- (2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (4) Licensed facilities include Nueva Vista, Cielo Vista, Nueva Vista Sacramento, Vista de Robles and other Adult Residential Facilities opened by Contractor during the term of this agreement. Unlicensed facilities include Tres Vista Supported Accommodations and Independent Living.
- (5) Enhanced Support and Supervision and Client Transportation require prior County QCM Authorization.
- (6) If the client does not receive SSI or SSI/SSA benefits, County will pay for the board and care based on State rates. The monthly residential board and care rate is currently \$1,398.07 per month and updated and changes January 1st of each year. Rate changes do not require an amendment and do not alter the Maximum Contract Amount.

**EXHIBIT B-1 MHS**  
**SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
**Applicable Fiscal Year 2025-26**

*Table Follows on Next Page*

**EXHIBIT B-1 MH  
DEPARTMENT OF BEHAVIORAL WELLNESS  
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

**CONTRACTOR NAME:** Psynergy

**FISCAL YEAR:** 2025-2026

| Contracted Service         | Service Type                        | Provider Group             | Practitioner Type                                      | Full Time Equivalent Staffing | Hourly Rate (Avg. Direct Bill rate) | Medi-Cal Target Hours | Medi-Cal Contract Allocation |
|----------------------------|-------------------------------------|----------------------------|--------------------------------------------------------|-------------------------------|-------------------------------------|-----------------------|------------------------------|
| Medi-Cal Billable Services | Outpatient Services Fee-For-Service | Prescriber                 | Psychiatrist/ Contracted Psychiatrist                  | 0.57                          | \$786.21                            | 409                   | \$321,809                    |
|                            |                                     |                            | Physician's Assistant                                  | 0.01                          | \$440.76                            | 8                     | \$3,332                      |
|                            |                                     |                            | Nurse Practitioner (& Cert Nurse Spec.)                | 0.01                          | \$488.70                            | 8                     | \$3,695                      |
|                            |                                     | Non-Prescriber             | Registered Nurse                                       | 0.02                          | \$399.18                            | 14                    | \$5,605                      |
|                            |                                     |                            | Licensed Vocational Nurse                              | 0.56                          | \$209.70                            | 403                   | \$84,474                     |
|                            |                                     |                            | Licensed Psychiatric Technician                        | 0.09                          | \$179.77                            | 65                    | \$11,649                     |
|                            |                                     | Behavioral Health Provider | Psychologist/ Pre-licensed Psychologist                | 0.01                          | \$395.23                            | 8                     | \$2,988                      |
|                            |                                     |                            | Occupational Therapist                                 | 0.01                          | \$340.47                            | 8                     | \$2,574                      |
|                            |                                     |                            | LPHA / Assoc. LPHA                                     | 1.47                          | \$255.76                            | 1,056                 | \$270,149                    |
|                            |                                     |                            | Peer Specialist                                        | 0.01                          | \$202.06                            | 8                     | \$1,528                      |
|                            |                                     |                            | Rehabilitation Specialists & Other Qualified Providers | 2.00                          | \$192.44                            | 1,437                 | \$276,629                    |
|                            |                                     |                            |                                                        | 4.76                          |                                     | 3,423                 | \$984,431                    |

| Contracted Service             | Service Type                         | Reimbursement Method | Non-Medi-Cal Contract Allocation |
|--------------------------------|--------------------------------------|----------------------|----------------------------------|
| Non-Medi-Cal Billable Services | Outpatient Non-Medi-Cal Services (1) | Fee-For-Service      | \$19,689                         |
|                                | Adult Residential Services           | Fee-For-Service      | \$1,900,000                      |
|                                |                                      |                      | <b>\$1,919,689</b>               |

**Total Contract Maximum** **\$2,904,120**

| Contracted Services     | Service Type                              | Service Description                                                   | Service                                          | Rate                          |
|-------------------------|-------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------|-------------------------------|
| Non - Medi-Cal Services | Adult Residential Services & Supports (7) | Adult Residential Licensed Facilities (4) - Level I                   | Bed Day                                          | \$183.83                      |
|                         |                                           | Adult Residential Licensed Facilities (4)- Level II                   | Bed Day                                          | \$153.39                      |
|                         |                                           | Adult Residential Licensed Facilities (4)- Intensive Support Services | Bed Day                                          | \$304.27                      |
|                         |                                           | Vista Esperanza RCFE Patch rate                                       | Bed Day                                          | \$258.48                      |
|                         |                                           | Unlicensed Facilities (4)                                             | Bed Day                                          | \$58.32                       |
|                         |                                           | Bed Hold                                                              | Bed Day                                          | Client's placement level rate |
|                         | Board and Care                            | Unbenefited clients -Board and Care (6)                               | Monthly                                          | \$1,420.07                    |
|                         |                                           | Unbenefited clients- Personal Needs                                   | Day                                              | \$3.00                        |
|                         | Other Services (7)                        | Enhanced Support and Supervision (5)                                  | Per Hour (15 min increments)                     | \$47.00                       |
|                         |                                           | Isolation Support Services                                            | Per Day                                          | \$103.50                      |
|                         |                                           | Transportation                                                        | Per Hour (15 min increments + IRS rate per mile) | \$57.00                       |

| Contract Maximum by Program & Estimated Funding Sources |                            |                |  |  |  |  | Total        |
|---------------------------------------------------------|----------------------------|----------------|--|--|--|--|--------------|
| Funding Sources (2)                                     | PROGRAM(S)                 |                |  |  |  |  |              |
|                                                         | Adult Residential Programs |                |  |  |  |  |              |
| Medi-Cal Patient Revenue (3)                            | \$ 984,431                 |                |  |  |  |  | \$ 984,431   |
| MHSA Non-Medi-Cal Services                              | \$ 19,689                  |                |  |  |  |  | \$ 19,689    |
| MHSA Non-Medi-Cal Program                               | \$ 1,900,000               | DocuSigned by: |  |  |  |  | \$ 1,900,000 |
| TOTAL CONTRACT PAYABLE FY 25-26:                        | \$ 2,904,120               | DocuSigned by: |  |  |  |  | \$ 2,904,120 |

CONTRACTOR SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (4) Licensed facilities include Nueva Vista, Cielo Vista, Nueva Vista Sacramento, Vista de Robles and other Adult Residential Facilities opened by Contractor during the term of this agreement. Unlicensed facilities include Tres Vista Supported Accommodations and Independent Living.
- (5) Enhanced Support and Supervision and Client Transportation require prior County QCM Authorization.
- (6) If the client does not receive SSI or SSI/SSA benefits, County will pay for the board and care based on State rates. The monthly residential board and care rate is currently \$1,420.07 per month and updated and changes January 1st of each year. Rate changes do not require an amendment and do not alter the Maximum Contract Amount.

**EXHIBIT B-1 MHS**  
**SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
**Applicable Fiscal Year 2026-27**

*Table Follows on Next Page*

EXHIBIT B-1 MH  
DEPARTMENT OF BEHAVIORAL WELLNESS  
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: **Psynergy**

FISCAL  
YEAR: **2026-2027**

| Contracted Service         | Service Type                        | Provider Group             | Practitioner Type                                      | Full Time Equivalent Staffing | Hourly Rate (Avg. Direct Bill rate) | Medi-Cal Target Hours | Medi-Cal Contract Allocation |
|----------------------------|-------------------------------------|----------------------------|--------------------------------------------------------|-------------------------------|-------------------------------------|-----------------------|------------------------------|
| Medi-Cal Billable Services | Outpatient Services Fee-For-Service | Prescriber                 | Psychiatrist/ Contracted Psychiatrist                  | 0.57                          | \$786.21                            | 417                   | \$327,769                    |
|                            |                                     |                            | Physician's Assistant                                  | 0.01                          | \$440.76                            | 8                     | \$3,394                      |
|                            |                                     |                            | Nurse Practitioner (& Cert Nurse Spec.)                | 0.01                          | \$488.70                            | 8                     | \$3,763                      |
|                            |                                     | Non-Prescriber             | Registered Nurse                                       | 0.02                          | \$399.18                            | 14                    | \$5,708                      |
|                            |                                     |                            | Licensed Vocational Nurse                              | 0.56                          | \$209.70                            | 410                   | \$86,038                     |
|                            |                                     |                            | Licensed Psychiatric Technician                        | 0.09                          | \$179.77                            | 66                    | \$11,865                     |
|                            |                                     | Behavioral Health Provider | Psychologist/ Pre-licensed Psychologist                | 0.01                          | \$395.23                            | 8                     | \$3,043                      |
|                            |                                     |                            | Occupational Therapist                                 | 0.01                          | \$340.47                            | 8                     | \$2,622                      |
|                            |                                     |                            | LPHA / Assoc. LPHA                                     | 1.47                          | \$255.76                            | 1,076                 | \$275,152                    |
|                            |                                     |                            | Peer Specialist                                        | 0.01                          | \$202.06                            | 8                     | \$1,556                      |
|                            |                                     |                            | Community Mental Health Worker                         | 0.00                          | \$197.24                            | 0                     | \$0                          |
|                            |                                     |                            | Rehabilitation Specialists & Other Qualified Providers | 2.00                          | \$192.44                            | 1,464                 | \$281,752                    |
|                            |                                     |                            |                                                        | <b>4.76</b>                   |                                     | <b>3,486</b>          | <b>\$1,002,662</b>           |

| Contracted Service             | Service Type                         | Reimbursement Method | Non-Medi-Cal Contract Allocation |
|--------------------------------|--------------------------------------|----------------------|----------------------------------|
| Non-Medi-Cal Billable Services | Outpatient Non-Medi-Cal Services (1) | Fee-For-Service      | \$50,133                         |
|                                | Board and Care (Housing) (6)         | Fee-For-Service      | \$90,000                         |
|                                | Adult Residential Services           | Fee-For-Service      | \$2,015,000                      |
|                                |                                      |                      | <b>\$2,155,133</b>               |

Total Contract Maximum **\$3,157,795**

| Contracted Services     | Service Type                          | Service Description                                                   | Service                                          | Rate                          |
|-------------------------|---------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------|-------------------------------|
| Non - Medi-Cal Services | Adult Residential Services & Supports | Adult Residential Licensed Facilities (4) - Level I                   | Bed Day                                          | \$190.26                      |
|                         |                                       | Adult Residential Licensed Facilities (4)- Level II                   | Bed Day                                          | \$158.76                      |
|                         |                                       | Adult Residential Licensed Facilities (4)- Intensive Support Services | Bed Day                                          | \$314.56                      |
|                         |                                       | Vista Esperanza RCFE Patch rate                                       | Bed Day                                          | \$267.22                      |
|                         |                                       | Unlicensed Facilities (4)                                             | Bed Day                                          | \$60.36                       |
|                         |                                       | Bed Hold                                                              | Bed Day                                          | Client's placement level rate |
|                         | Board and Care                        | Unbenefited clients -Board and Care (6)                               | Monthly                                          | \$1,444.07                    |
|                         |                                       | Unbenefited clients- Personal Needs                                   | Day                                              | \$3.00                        |
|                         | Other Services                        | Enhanced Support and Supervision (5)                                  | Per Hour (15 min increments)                     | \$48.15                       |
|                         |                                       | Isolation Support Services                                            | Per Day                                          | \$107.00                      |
|                         |                                       | Transportation                                                        | Per Hour (15 min increments + IRS rate per mile) | \$59.00                       |

| Contract Maximum by Program & Estimated Funding Sources |                            |            |  |  |  |  | Total        |
|---------------------------------------------------------|----------------------------|------------|--|--|--|--|--------------|
| Funding Sources (2)                                     | Adult Residential Programs | PROGRAM(S) |  |  |  |  |              |
|                                                         |                            |            |  |  |  |  |              |
| Medi-Cal Patient Revenue (3)                            | \$ 1,002,662               |            |  |  |  |  | \$ 1,002,662 |
| BHSA Board and Care (Housing)                           | \$ 90,000                  |            |  |  |  |  | \$ 90,000    |
| BHSA Non-Medi-Cal Services                              | \$ 50,133                  |            |  |  |  |  | \$ 50,133    |
| BHSA Non-Medi-Cal Program                               | \$ 2,015,000               |            |  |  |  |  | \$ 2,015,000 |
| TOTAL CONTRACT PAYABLE FY 26-27:                        | \$ 3,157,795               |            |  |  |  |  | \$ 3,157,795 |

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

(1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, BHSA, General Fund, Grants, Other Departmental Funds and SB 163.

(4) Licensed facilities include Nueva Vista, Cielo Vista, Nueva Vista Sacramento, Vista de Robles and other Adult Residential Facilities opened by Contractor during the term of this agreement. Unlicensed facilities include Tres Vista Supported Accommodations and Independent Living.

(5) Enhanced Support and Supervision and Client Transportation require prior County QCM Authorization.

(6) If the client does not receive SSI or SSI/SSA benefits, County will pay for the board and care based on State rates. The monthly residential board and care rate is currently \$1,444.07 per month and updated and changes January 1st of each year. Rate changes do not require an amendment and do not alter the Maximum Contract Amount.

**XX. Delete Exhibit B-3 Entity Rates and Codes by Service Type Behavioral Health Provider Fees, and replace it with the following:**

THIS SECTION LEFT INTENTIONALLY BLANK.

EXHIBIT B-3 MHS ENTITY RATES AND CODES BY SERVICE TYPE BEHAVIORAL HEALTH PROVIDER FEES FOLLOWS.

**EXHIBIT B-3 MHS  
ENTITY RATES AND CODES BY SERVICE TYPE  
BEHAVIORAL HEALTH PROVIDER FEES**

**Behavioral Health Provider Fees**

| <b>Provider type</b>                                                                    | <b>Taxonomy Codes</b>                                                                                                       |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Occupational Therapist</b>                                                           | 225X                                                                                                                        |
| <b>Psychologist/ Pre-licensed Psychologist</b>                                          | 102L, 103G, 103T                                                                                                            |
| <b>LPHA (Marriage and Family Therapist or Licensed Professional Clinical Counselor)</b> | 1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 2256                                                                        |
| <b>LPHA (Licensed Clinical Social Worker)</b>                                           | 106E, 1041                                                                                                                  |
| <b>Peer Specialists</b>                                                                 | 175T                                                                                                                        |
| <b>Mental Health Rehabilitation Specialist</b>                                          | 146D, 146L, 146M, 146N, 171M, 174H, 1837, 2217, 224Y 224Z, 2254, 2258, 225A, 2260, 2263, 246Y, 246Z, 2470, 274K, 374T, 376K |
| <b>Community Mental Health Worker</b>                                                   | 172V                                                                                                                        |
| <b>Other Qualified Providers</b>                                                        | 171R, 172V, 3726, 373H, 374U, 376J                                                                                          |

| <b>Code (1)</b> | <b>Code Description</b>                              | <b>Code Type</b>           | <b>Time Associated with Code (Mins) for Purposes of Rate</b> |
|-----------------|------------------------------------------------------|----------------------------|--------------------------------------------------------------|
| 90785           | Interactive Complexity                               | Supplemental Service Codes | Occurrence                                                   |
| 90791           | Psychiatric Diagnostic Evaluation, 15 Minutes        | Assessment Codes           | 15                                                           |
| 90832           | Psychotherapy, 30 Minutes with Patient               | Therapy Codes              | 27                                                           |
| 90834           | Psychotherapy, 45 Minutes with Patient               | Therapy Codes              | 45                                                           |
| 90837           | Psychotherapy, 60 Minutes with Patient               | Therapy Codes              | 60                                                           |
| 90839           | Psychotherapy for Crisis, First 30-74 Minutes 84     | Crisis Intervention Codes  | 52                                                           |
| 90840           | Psychotherapy for Crisis, Each Additional 30 Minutes | Crisis Intervention Codes  | 30                                                           |
| 90845           | Psychoanalysis, 15 Minutes                           | Therapy Codes              | 15                                                           |

*Table continues on next page.*

|       |                                                                                                                                                                                     |                                 |    |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|
| 90847 | Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes                                                                                                    | Therapy Codes                   | 50 |
| 90849 | Multiple-Family Group Psychotherapy, 15 Minutes                                                                                                                                     | Therapy Codes                   | 15 |
| 90853 | Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes                                                                                                             | Therapy Codes                   | 15 |
| 90885 | Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes | Assessment Codes                | 15 |
| 90887 | Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes                                              | Supplemental Service Codes      | 15 |
| 96105 | Assessment of Aphasia, per Hour                                                                                                                                                     | Assessment Codes                | 60 |
| 96110 | Developmental Screening, 15 Minutes                                                                                                                                                 | Assessment Codes                | 15 |
| 96112 | Developmental Testing, First Hour                                                                                                                                                   | Assessment Codes                | 60 |
| 96113 | Developmental Testing, Each Additional 30 Minutes                                                                                                                                   | Assessment Codes                | 30 |
| 96116 | Neurobehavioral Status Exam, First Hour                                                                                                                                             | Assessment Codes                | 60 |
| 96121 | Neurobehavioral Status Exam, Each Additional Hour                                                                                                                                   | Assessment Codes                | 60 |
| 96125 | Standardized Cognitive Performance Testing, per Hour                                                                                                                                | Assessment Codes                | 60 |
| 96127 | Brief Emotional/Behavioral Assessment, 15 Minutes                                                                                                                                   | Assessment Codes                | 15 |
| 96130 | Psychological Testing Evaluation, First Hour                                                                                                                                        | Assessment Codes                | 60 |
| 96131 | Psychological Testing Evaluation, Each Additional Hour                                                                                                                              | Assessment Codes                | 60 |
| 96132 | Neuropsychological Testing Evaluation, First Hour                                                                                                                                   | Assessment Codes                | 60 |
| 96133 | Neuropsychological Testing Evaluation, Each Additional Hour                                                                                                                         | Assessment Codes                | 60 |
| 96136 | Psychological or Neuropsychological Test Administration, First 30 Minutes                                                                                                           | Assessment Codes                | 30 |
| 96137 | Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes                                                                                                 | Assessment Codes                | 30 |
| 96146 | Psychological or Neuropsychological Test Administration, 15 Minutes                                                                                                                 | Assessment Codes                | 15 |
| 96161 | Caregiver Assessment Administration n of Care- Giver Focused Risk Assessment, 15 Minutes                                                                                            | Supplemental Service Codes      | 15 |
| 98966 | Telephone Assessment and Management Service, 5-10 Minutes                                                                                                                           | Assessment Codes                | 8  |
| 98967 | Telephone Assessment and Management Service, 11-20 Minutes                                                                                                                          | Assessment Codes                | 16 |
| 98968 | Telephone Assessment and Management Service, 21-30 Minutes                                                                                                                          | Assessment Codes                | 26 |
| 99366 | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More      | Plan Development Codes          | 60 |
| 99368 | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More            | Plan Development Codes          | 60 |
| 99484 | Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes                                                                               | Plan Development Codes          | 60 |
| G2212 | Prolonged Outpatient Service beyond the Maximum Time; Each Additional 15 Minutes <i>(automatically added by SmartCare as appropriate)</i>                                           | Add-on Code                     | 15 |
| H0025 | Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)                                          | Peer Support Services Codes     | 15 |
| H0031 | Mental Health Assessment by Non- Physician, 15 Minutes                                                                                                                              | Assessment Codes                | 15 |
| H0032 | Mental Health Service Plan Developed by Non-Physician, 15 Minutes                                                                                                                   | Plan Development Codes          | 15 |
| H0033 | Oral Medication Administration, Direct Observation, 15 Minutes                                                                                                                      | Medication Support Codes        | 15 |
| H0038 | Self-help/peer services per 15 minutes                                                                                                                                              | Peer Support Services Codes     | 15 |
| H2000 | Comprehensive Multidisciplinary Evaluation, 15 Minutes                                                                                                                              | Assessment Codes                | 15 |
| H2011 | Crisis Intervention Service, per 15 Minutes                                                                                                                                         | Crisis Intervention Codes       | 15 |
| H2017 | Psychosocial Rehabilitation, per 15 Minutes                                                                                                                                         | Rehabilitation Codes            | 15 |
| H2019 | Therapeutic Behavioral Services, per 15 Minutes                                                                                                                                     | Therapeutic Behavioral Services | 15 |
| H2021 | Community-Based Wrap-Around Services, per 15 Minutes 129                                                                                                                            | Rehabilitation Codes            | 15 |
| T1013 | Sign Language or Oral Interpretive Services, 15 Minutes                                                                                                                             | Supplemental Service Codes      | 15 |
| T1017 | Targeted Case Management, Each 15 Minutes                                                                                                                                           | Referral Codes                  | 15 |

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

(2) Provider taxonomy codes are identified in the Short Doyle Medi-Cal Billing Manual at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> and are routinely updated by DHCS.

**XXI. Delete Exhibit B-3 MHS Entity Rates and Codes by Service Type Prescriber Fees, and replace it with the following:**

THIS SECTION LEFT INTENTIONALLY BLANK.

EXHIBIT B-3 MHS ENTITY RATES AND CODES BY SERVICE TYPE PRESCRIBER FEES FOLLOWS.

**EXHIBIT B-3 MHS  
ENTITY RATES AND CODES BY SERVICE TYPE  
PRESCRIBER FEES**

**Prescriber Fees**

| Provider type                      | Taxonomy Codes                                                                                                                                                                                                                     |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Physician (including Psychiatrist) | 202C, 202D, 202K, 204C, 204D, 204E, 204F, 204R, 207K, 207L, 207N, 207P, 207Q, 207R, 207S, 207T, 207U, 207V, 207W, 207X, 207Y, 207Z, 2080, 2081, 2082, 2083, 2084, 2085, 208C, 208D, 208G, 208M, 208U, 208V, 2098, 2086, 2087, 2088 |
| Nurse Practitioner                 | 363L                                                                                                                                                                                                                               |
| Physician's Assistant              | 363A                                                                                                                                                                                                                               |

| Code (1) | Code Description                                                                                | Code Type                  | Time Associated with Code (Mins) for Purposes of Rate |
|----------|-------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------|
| 90785    | Interactive Complexity                                                                          | Supplemental Service Codes | Occurrence                                            |
| 90791    | Psychiatric Diagnostic Evaluation, 15 Minutes                                                   | Assessment Codes           | 15                                                    |
| 90792    | Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes                             | Assessment Codes           | 15                                                    |
| 90832    | Psychotherapy, 30 Minutes with Patient                                                          | Therapy Codes              | 27                                                    |
| 90833    | Psychotherapy, 30 Minutes with Patient when Performed with an Evaluation and Management Service | Therapy Codes              | 27                                                    |
| 90834    | Psychotherapy, 45 Minutes with Patient                                                          | Therapy Codes              | 45                                                    |
| 90836    | Psychotherapy, 45 Minutes with Patient when Performed with an Evaluation and Management Service | Therapy Codes              | 45                                                    |
| 90837    | Psychotherapy, 60 Minutes with Patient                                                          | Therapy Codes              | 60                                                    |
| 90838    | Psychotherapy, 60 Minutes with Patient when Performed with an Evaluation and Management Service | Therapy Codes              | 60                                                    |
| 90839    | Psychotherapy for Crisis, First 30-74 Minutes 84                                                | Crisis Intervention Codes  | 52                                                    |
| 90840    | Psychotherapy for Crisis, Each Additional 30 Minutes                                            | Crisis Intervention Codes  | 30                                                    |
| 90845    | Psychoanalysis, 15 Minutes                                                                      | Therapy Codes              | 15                                                    |
| 90847    | Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes                | Therapy Codes              | 50                                                    |
| 90849    | Multiple-Family Group Psychotherapy, 15 Minutes                                                 | Therapy Codes              | 15                                                    |
| 90853    | Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes                         | Therapy Codes              | 15                                                    |

*Table continues on next page.*

|       |                                                                                                                                                                                                                   |                            |    |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----|
| 90885 | Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes                               | Assessment Codes           | 15 |
| 90887 | Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes                                                                            | Supplemental Service Codes | 15 |
| 96161 | Caregiver Assessment Administration of Care- Giver Focused Risk Assessment, 15 Minutes                                                                                                                            | Supplemental Service Codes | 15 |
| 96365 | Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes                                                                                                                                        | Medication Support Codes   | 46 |
| 96366 | Intravenous Infusion, for Therapy, Prophylaxis, Each Additional 30-60 Minutes past 96365                                                                                                                          | Medication Support Codes   | 45 |
| 96367 | Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60 Minutes after 96365                                                                                            | Medication Support Codes   | 31 |
| 96368 | Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes                                                                                                                     | Medication Support Codes   | 15 |
| 96369 | Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes                                                                                                                                          | Medication Support Codes   | 38 |
| 96370 | Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369                                                                                                                       | Medication Support Codes   | 45 |
| 96371 | Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes                                                                                                                              | Medication Support Codes   | 15 |
| 96372 | Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection. | Medication Support Codes   | 15 |
| 96373 | Therapeutic, Prophylactic, or Diagnostic Injection; Intra- Arterial, 15 Minutes                                                                                                                                   | Medication Support Codes   | 15 |
| 96374 | Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/Drug, 15 Minutes                                                                                                | Medication Support Codes   | 15 |
| 96375 | Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push of a New Substance/Drug, 15 Minutes                                                                               | Medication Support Codes   | 15 |
| 96376 | Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug Provided in a Facility; Has to be More than 30 Minutes after a Reported Push of the Same Drug, 1- 14 Minutes      | Medication Support Codes   | 15 |
| 96377 | Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes                                                                                                                                     | Medication Support Codes   | 15 |
| 98966 | Telephone Assessment and Management Service, 5-10 Minutes                                                                                                                                                         | Assessment Codes           | 8  |
| 98967 | Telephone Assessment and Management Service, 11-20 Minutes                                                                                                                                                        | Assessment Codes           | 16 |
| 98968 | Telephone Assessment and Management Service, 21-30 Minutes                                                                                                                                                        | Assessment Codes           | 26 |
| 99202 | Office or Other Outpatient Visit of New Patient, 15-29 Minutes                                                                                                                                                    | Medication Support Codes   | 22 |
| 99203 | Office or Other Outpatient Visit of a New patient, 30- 44 Minutes                                                                                                                                                 | Medication Support Codes   | 37 |
| 99204 | Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes                                                                                                                                                 | Medication Support Codes   | 52 |
| 99205 | Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes                                                                                                                                                 | Medication Support Codes   | 67 |
| 99212 | Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes                                                                                                                                         | Medication Support Codes   | 15 |
| 99213 | Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes                                                                                                                                         | Medication Support Codes   | 25 |

*Table continues on next page.*

|       |                                                                                                                                                                                |                          |    |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----|
| 99214 | Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes                                                                                                      | Medication Support Codes | 35 |
| 99215 | Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes                                                                                                      | Medication Support Codes | 47 |
| 99242 | Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Low Severity, 21- 34 Minutes                                                   | Therapy Codes            | 25 |
| 99243 | Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Moderate Severity, 35-49 Minutes                                               | Therapy Codes            | 35 |
| 99244 | Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Moderate to High Severity, 50-70 Minutes                                       | Therapy Codes            | 47 |
| 99245 | Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Moderate to High Severity, 71-90 Minutes                                       | Therapy Codes            | 62 |
| 99252 | Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problems(s) are of Low Severity, 30- 49 Minutes                                               | Therapy Codes            | 40 |
| 99253 | Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problems(s) are of Moderate Severity, 50-69 Minutes                                           | Therapy Codes            | 52 |
| 99254 | Inpatient Consultation for a New or Established Patient. Usually, the Presenting Problems(s) are of Moderate to High Severity, 70-90 Minutes                                   | Therapy Codes            | 70 |
| 99255 | Office Consultation for a New or Established Patient. Usually, the Presenting Problem(s) are of Moderate to High Severity, 91-130 Minutes                                      | Therapy Codes            | 87 |
| 99341 | Home Visit of a New Patient, 15-25 Minutes                                                                                                                                     | Medication Support Codes | 22 |
| 99342 | Home Visit of a New Patient, 26-35 Minutes                                                                                                                                     | Medication Support Codes | 45 |
| 99344 | Home Visit of a New Patient, 51-65 Minutes                                                                                                                                     | Medication Support Codes | 67 |
| 99345 | Home Visit of a New Patient, 66-80 Minutes                                                                                                                                     | Medication Support Codes | 82 |
| 99347 | Home Visit of an Established Patient, 10-20 Minutes                                                                                                                            | Medication Support Codes | 25 |
| 99348 | Home Visit of an Established Patient, 21-35 Minutes                                                                                                                            | Medication Support Codes | 35 |
| 99349 | Home Visit of an Established Patient, 36-50 Minutes                                                                                                                            | Medication Support Codes | 50 |
| 99350 | Home Visit of an Established Patient, 51-70 Minutes                                                                                                                            | Medication Support Codes | 67 |
| 99366 | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More | Plan Development Codes   | 60 |
| 99367 | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Physician. Patient and/or Family not Present. 30 Minutes or More            | Plan Development Codes   | 60 |
| 99368 | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More       | Plan Development Codes   | 60 |
| 99441 | Telephone Evaluation and Management Service, 5-10 Minutes                                                                                                                      | Assessment Codes         | 8  |
| 99442 | Telephone Evaluation and Management Service, 11-20 Minutes                                                                                                                     | Assessment Codes         | 16 |
| 99443 | Telephone Evaluation and Management Service, 21-30 Minutes                                                                                                                     | Assessment Codes         | 26 |
| 99451 | Inter-Professional Telephone/Internet/ Electronic Health Record Assessment Provided by a Consultative Physician, 5-15 Minutes                                                  | Referral Codes           | 17 |

*Table concludes on next page*

|       |                                                                                                                               |                                 |    |
|-------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|
| 99484 | Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes                         | Plan Development Codes          | 60 |
| G2212 | Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes | Medication Support Codes        | 15 |
| H0031 | Mental Health Assessment by Non- Physician, 15 Minutes                                                                        | Assessment Codes                | 15 |
| H0032 | Mental Health Service Plan Developed by Non-Physician, 15 Minutes                                                             | Plan Development Codes          | 15 |
| H0033 | Oral Medication Administration, Direct Observation, 15 Minutes                                                                | Medication Support Codes        | 15 |
| H0034 | Medication Training and Support, per 15 Minutes                                                                               | Medication Support Codes        | 15 |
| H2000 | Comprehensive Multidisciplinary Evaluation, 15 Minutes                                                                        | Assessment Codes                | 15 |
| H2011 | Crisis Intervention Service, per 15 Minutes                                                                                   | Crisis Intervention Codes       | 15 |
| H2017 | Psychosocial Rehabilitation, per 15 Minutes                                                                                   | Rehabilitation Codes            | 15 |
| H2019 | Therapeutic Behavioral Services, per 15 Minutes                                                                               | Therapeutic Behavioral Services | 15 |
| H2021 | Community-Based Wrap-Around Services, per 15 Minutes 129                                                                      | Rehabilitation Codes            | 15 |
| T1001 | Nursing Assessment/Evaluation, 15 Minutes                                                                                     | Assessment Codes                | 15 |
| T1013 | Sign Language or Oral Interpretive Services, 15 Minutes                                                                       | Supplemental Service Codes      | 15 |
| T1017 | Targeted Case Management, Each 15 Minutes                                                                                     | Referral Codes                  | 15 |

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

(2) Provider taxonomy codes are identified in the Short Doyle Medi-Cal Billing Manual at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> and are routinely updated by DHCS.

**XXII. Delete Exhibit B-3 MHS Entity Rates and Codes by Service Type Non-Prescriber Fees, and replace it with the following:**

THIS SECTION LEFT INTENTIONALLY BLANK.

EXHIBIT B-3 MHS ENTITY RATES AND CODES BY SERVICE TYPE Non-PRESCRIBER FEES FOLLOWS.

**EXHIBIT B-3 MHS**  
**ENTITY RATES AND CODES BY SERVICE TYPE**  
**NON-PRESCRIBER FEES**

**Non-Prescriber Fees**

| Provider type                   | Taxonomy Codes   |
|---------------------------------|------------------|
| Registered Nurse                | 163W, 3675, 376G |
| Licensed Vocational Nurse       | 164W, 164X       |
| Licensed Psychiatric Technician | 106S, 167G, 3747 |

| Code (1) | Code Description                                                                                                                                                                                                  | Code Type                  | Time Associated with Code (Mins) for Purposes of Rate |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------|
| 90785    | Interactive Complexity                                                                                                                                                                                            | Supplemental Service Codes | Occurrence                                            |
| 90887    | Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes                                                                            | Supplemental Service Codes | 15                                                    |
| 96110    | Developmental Screening, 15 Minutes                                                                                                                                                                               | Assessment Codes           | 15                                                    |
| 96116    | Neurobehavioral Status Exam, First Hour                                                                                                                                                                           | Assessment Codes           | 60                                                    |
| 96121    | Neurobehavioral Status Exam, Each Additional Hour                                                                                                                                                                 | Assessment Codes           | 60                                                    |
| 96127    | Brief Emotional/Behavioral Assessment, 15 Minutes                                                                                                                                                                 | Assessment Codes           | 15                                                    |
| 96138    | Psychological or Neuropsychological Test Administration by Technician, First 30 Minutes                                                                                                                           | Assessment Codes           | 30                                                    |
| 96139    | Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes                                                                                                                               | Assessment Codes           | 30                                                    |
| 96161    | Caregiver Assessment Administration of Care- Giver Focused Risk Assessment, 15 Minutes                                                                                                                            | Supplemental Service Codes | 15                                                    |
| 96365    | Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis, 1-60 Minutes                                                                                                                                        | Medication Support Codes   | 46                                                    |
| 96366    | Intravenous Infusion, for Therapy, Prophylaxis, Each Additional 30-60 Minutes past 96365                                                                                                                          | Medication Support Codes   | 45                                                    |
| 96367    | Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Additional Sequential Infusion, 1-60 Minutes after 96365                                                                                            | Medication Support Codes   | 31                                                    |
| 96368    | Intravenous Infusion, for Therapy, Prophylaxis, or Diagnosis; Concurrent Infusion, 15 Minutes                                                                                                                     | Medication Support Codes   | 15                                                    |
| 96369    | Subcutaneous Infusion for Therapy or Prophylaxis, Initial, 15-60 Minutes                                                                                                                                          | Medication Support Codes   | 38                                                    |
| 96370    | Subcutaneous Infusion for Therapy or Prophylaxis, Each Additional 30-60 Minutes after 96369                                                                                                                       | Medication Support Codes   | 45                                                    |
| 96371    | Subcutaneous Infusion for Therapy or Prophylaxis, Additional Pump Set-Up, 15 Minutes                                                                                                                              | Medication Support Codes   | 15                                                    |
| 96372    | Therapeutic, Prophylactic, or Diagnostic Injection; Subcutaneous or Intramuscular, 15 Minutes. Do not use this code to indicate administration of vaccines/toxoids or intradermal cancer immunotherapy injection. | Medication Support Codes   | 15                                                    |
| 96373    | Therapeutic, Prophylactic, or Diagnostic Injection; Intra- Arterial, 15 Minutes                                                                                                                                   | Medication Support Codes   | 15                                                    |
| 96374    | Therapeutic, Prophylactic, or Diagnostic Injection; Intravenous Push, Single or Initial Substance/Drug, 15 Minutes                                                                                                | Medication Support Codes   | 15                                                    |

|       |                                                                                                                                                                                                              |                                 |    |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|
| 96375 | Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Push of a New Substance/Drug, 15 Minutes                                                                          | Medication Support Codes        | 15 |
| 96376 | Therapeutic, Prophylactic, or Diagnostic Injection; Each Additional Sequential Intravenous Drug Provided in a Facility; Has to be More than 30 Minutes after a Reported Push of the Same Drug, 1- 14 Minutes | Medication Support Codes        | 15 |
| 96377 | Application of On- body Injector for Timed Subcutaneous Injection, 15 Minutes                                                                                                                                | Medication Support Codes        | 15 |
| 99366 | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More                               | Plan Development Codes          | 60 |
| 99368 | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More                                     | Plan Development Codes          | 60 |
| 99484 | Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes                                                                                                        | Plan Development Codes          | 60 |
| 99605 | Medication Therapy Management Service(s) Provided by a Pharmacist, Individual, Face-to- Face with New Patient with Assessment and Intervention, 15 Minutes                                                   | Medication Support Codes        | 15 |
| 99606 | Medication Therapy Management Service(s) Provided by a Pharmacist, Individual, Face-to- Face with Established Patient with Assessment and Intervention, 15 Minutes                                           | Medication Support Codes        | 15 |
| 99607 | Medication Therapy Management Service(s) Provided by a Pharmacist, Individual, Face-to- Face with Patient with Assessment and Intervention, each Additional 15 Minutes beyond 99605 or 99606.                | Medication Support Codes        | 15 |
| G2212 | Prolonged Outpatient Service beyond the Maximum Time; Each Additional 15 Minutes ( <i>automatically added by SmartCare as appropriate</i> )                                                                  | Add-on Code                     | 15 |
| H0031 | Mental Health Assessment by Non- Physician, 15 Minutes                                                                                                                                                       | Assessment Codes                | 15 |
| H0032 | Mental Health Service Plan Developed by Non-Physician, 15 Minutes                                                                                                                                            | Plan Development Codes          | 15 |
| H0033 | Oral Medication Administration, Direct Observation, 15 Minutes                                                                                                                                               | Medication Support Codes        | 15 |
| H0034 | Medication Training and Support, per 15 Minutes                                                                                                                                                              | Medication Support Codes        | 15 |
| H2000 | Comprehensive Multidisciplinary Evaluation, 15 Minutes                                                                                                                                                       | Assessment Codes                | 15 |
| H2011 | Crisis Intervention Service, per 15 Minutes                                                                                                                                                                  | Crisis Intervention Codes       | 15 |
| H2017 | Psychosocial Rehabilitation, per 15 Minutes                                                                                                                                                                  | Rehabilitation Codes            | 15 |
| H2019 | Therapeutic Behavioral Services, per 15 Minutes                                                                                                                                                              | Therapeutic Behavioral Services | 15 |
| H2021 | Community-Based Wrap-Around Services, per 15 Minutes 129                                                                                                                                                     | Rehabilitation Codes            | 15 |
| T1001 | Nursing Assessment/Evaluation, 15 Minutes                                                                                                                                                                    | Assessment Codes                | 15 |
| T1013 | Sign Language or Oral Interpretive Services, 15 Minutes                                                                                                                                                      | Supplemental Service Codes      | 15 |
| T1017 | Targeted Case Management, Each 15 Minutes                                                                                                                                                                    | Referral Codes                  | 15 |

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

(2) Provider taxonomy codes are identified in the Short Doyle Medi-Cal Billing Manual at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> and are routinely updated by DHCS.

**XXIII. Effectiveness.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.

**XXIV. Execution of Counterparts.** This First Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

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SIGNATURE PAGE FOLLOWS.

## SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Psynergy Programs, Inc .**

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment to be effective as of the date executed by County.

### COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
BOB NELSON, CHAIR  
BOARD OF SUPERVISORS

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

### ATTEST:

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

### CONTRACTOR:

**Psynergy Programs, Inc.**

By: \_\_\_\_\_  
DocuSigned by:  
*Arturo Uribe*  
65D60C1D2FC244F...  
Authorized Representative  
Name: Arturo Uribe  
Title: President and CEO  
Date: 6/10/2026

### APPROVED AS TO FORM:

RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Signed by:  
*Bo Bae*  
48A252DEFFD3466...  
Deputy County Counsel

### RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, DIRECTOR  
DEPARTMENT OF BEHAVIORAL WELLNESS

By: \_\_\_\_\_  
DocuSigned by:  
*Antonette "Toni" Navarro*  
2095C5A16FE1474...  
Director

### APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Signed by:  
*James Munro*  
02BA147EF6A84DE...  
Deputy

### APPROVED AS TO FORM:

MARISA KAHN, RISK MANAGER,  
RISK MANAGEMENT

By: \_\_\_\_\_  
Signed by:  
*Marisa Kahn*  
DE54F5C66F0C41A...  
Risk Manager