

AMENDMENT NO. 4 TO SERVICE AGREEMENT

This Amendment No. 4 to Service Agreement ("Amendment No. 4") is dated May 6, 2025 and is between each individual Contractor listed in Exhibit A "List of Contractors", attached hereto and incorporated herein by reference and collectively hereinafter referred to as Contractor(s) ("Contractor(s)"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On August 20, 2019, the County and Contractor(s) entered into Specialized Residential Mental Health Services Agreement, effective July 1, 2019, which is County agreement number A-19-406, for residential mental health services.

B. On June 20, 2023, the County and Contractor(s) entered into superseding agreement number A-23-283 ("Agreement"), to include new California Advancing and Innovating Medi-Cal (CalAIM) requirements set by the Department of Health Care Services (DHCS) including payment reform requirements.

C. On August 22, 2023, the County and Contractor(s) entered into Amendment No. 1 (Agreement No. 23-415) to revise Exhibit B-5 to align rates for Star View Behavioral Health, Inc. with rates set by the DHCS in accordance with CalAIM payment reform, and modified by Star View Behavioral Health's host County, Los Angeles County.

D. On March 5, 2024, the County and the Contractor(s) entered into Amendment No. 2 (Agreement No. 24-100) to add Contractor BHC Alhambra Hospital, inc. d.b.a. BHC Alhambra Hospital.

E. The Director of the Department of Behavioral Health revised Contractor Psynergy Programs, Inc.'s rates effective July 1, 2024 through a Department of Behavioral Health (Department) issued letter through the authority given in Section 24.1 of the Agreement and replaced Exhibit B-6 with Revised Exhibit B-6.

F. The Director of the Department of Behavioral Health later revised Contractor Psynergy Programs, Inc.'s rates effective January 1, 2025 through a Department issued letter through the

1 authority given in Section 24.1 of the Agreement and replaced Revised Exhibit B-6 with Revised
2 Exhibit B-6-2.

3 G. On August 20, 2024, the County and the Contractor(s) entered into Amendment No. 3
4 (Agreement No. 24-441) to add Contractor Central Star Behavioral Health, Inc. and remove
5 Contractor Crestwood Behavioral Health, Inc.

6 H. The County now desires to further amend the Agreement to update Revised Exhibit B-6-
7 2 for Contractor Psynergy Programs, Inc. to include the equivalent of Supplemental Social
8 Security Income (SSI)/State Supplementary Payment (SSP) for non-benefited persons served.
9 Non-benefited persons served are individuals who are currently not receiving federal funding
10 from SSI/SSP. This revision will allow the County to reimburse Psynergy Programs, Inc. for
11 persons served who are conserved by the County, or transitioning into the community from
12 conservatorship, even if the person served is a non-benefitted person, which the County is
13 required to do pursuant to California Welfare and Institutions Code (WIC) Sections 5000 through
14 5550, the Lanterman-Petris-Short Act, WIC Section 5600, and California Code of Regulation
15 (CCR), Sections 80000, 80001, 85000, and 85060. .

16 I. The County now desires to further amend the Agreement to update Revised Exhibit B-6-
17 2 for Psynergy Programs, Inc. to align the SSI/SSP rate payment mechanism for benefited
18 persons served with the current Department SSI/SSP reimbursement process for benefited
19 persons served via the Public Guardian's Office (PGO).

20 The parties therefore agree as follows:

21 1. All references to Exhibit B-6, Revised Exhibit B-6, and Revised Exhibit B-6-2 shall be
22 deemed references to Revised Exhibit B-6-3, which is attached and incorporated by this
23 reference.

24 2. When both parties have signed this Amendment No. 4, the Agreement, Amendment No.
25 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4 together constitute the
26 Agreement.

27 3. The Contractor represents and warrants to the County that:
28

- 1 a. The Contractor is duly authorized and empowered to sign and perform its obligations
2 under this Amendment.
- 3 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
4 to do so and his or her signature on this Amendment legally binds the Contractor to
5 the terms of this Amendment.
- 6 4. The parties agree that this Amendment may be executed by electronic signature as
7 provided in this section.
- 8 a. An "electronic signature" means any symbol or process intended by an individual
9 signing this Amendment to represent their signature, including but not limited to (1) a
10 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
11 electronically scanned and transmitted (for example by PDF document) version of an
12 original handwritten signature.
- 13 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
14 equivalent to a valid original handwritten signature of the person signing this
15 Amendment for all purposes, including but not limited to evidentiary proof in any
16 administrative or judicial proceeding, and (2) has the same force and effect as the
17 valid original handwritten signature of that person.
- 18 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
19 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
20 2, Title 2.5, beginning with section 1633.1).
- 21 d. Each party using a digital signature represents that it has undertaken and satisfied
22 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
23 through (5), and agrees that each other party may rely upon that representation.
- 24 e. This Amendment is not conditioned upon the parties conducting the transactions
25 under it by electronic means and either party may sign this Amendment with an
26 original handwritten signature.
- 27 5. This Amendment may be signed in counterparts, each of which is an original, and all of
28 which together constitute this Amendment.

6. The Agreement as previously amended and as amended by this Amendment No. 4 is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Amendment No. 4 remain in full force and effect.

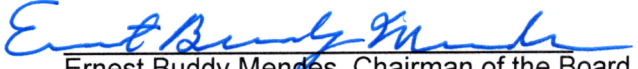
[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 4 on the date stated in the introductory
2 clause.


3 CONTRACTOR(S):

COUNTY OF FRESNO

4 **PLEASE SEE SIGNATURE PAGE**
5 **ATTACHED**

6 
Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

7 **Attest:**
8 Bernice E. Seidel
9 Clerk of the Board of Supervisors
County of Fresno, State of California

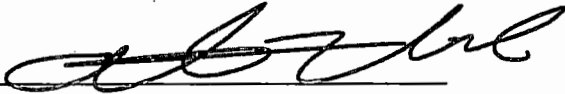
10 By: 
11 Deputy

12 For accounting use only:

13 Org No.: 56302175, 56302230, 56302112
14 Account No.: 7295/0
15 Fund No.: 0001
16 Subclass No.: 10000
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2 clause.


3 CONTRACTOR: **Psynergy Programs, Inc.**

4
5 By 

6
7 Print Name: Arturo Uribe

8 Title: President & CEO
9 Chairman of the Board, President, or Vice President

10 Date: 4/9/2025

11
12
13 By 

14
15 Print Name: Sean Edwards

16 Title: COO / Secretary
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 4/10/2025

20
21 MAILING ADDRESS:

22 18225 Hale Ave

23 Morgan Hill, CA 95037
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25
26
27
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Revised Exhibit B-6-3
Short Doyle Medi-Cal County Contract Rates – Cielo Vista
Fiscal Year 2024-25
Residential and Specialty Mental Health Services

ARF Address:

Cielo Vista Greenfield – 806 Elm Ave, Greenfield, CA 93927

Clinic Address:

Psynergy Greenfield Clinic – 215 Huerta Avenue Greenfield, CA 93927

Psynergy Programs, Inc. (“Contractor”) utilizes a braided funding approach to maximize local resources when serving consumers in residential settings. We co-locate our licensed residential facilities adjacent or close to our outpatient clinics. These modified therapeutic communities allow for client-centered treatment in healing environments.

Rate for Outpatient Mental Health Services (Specialty Mental Health Services Rates)

County will pay Contractor for Medi-Cal allowable services provided to client as appropriate for the required level of care. The contracted provider rates in the table below are per hour.

**Outpatient Mental Health Services rates are established by the Department of Health Care Services. Contractor(s) acknowledges that the provider rates in the table below are all-inclusive rates which account for program operating expenses. This includes, but is not limited to, staff time spent on direct patient care, staff time not spent on direct patient care (e.g. time spent on documentation, travel, and paid time off), total staff compensation (e.g., salaries and wages, benefits, bonuses, and other incentives), vehicle expenses (e.g. gas, maintenance, insurance), training, assets/capital assets, utilities, and any direct and indirect overhead and operating costs. Indirect cost expenses shall be determined by Contractor(s) under the Fee-for-Service reimbursement structure.

Provider Type	Contracted Provider Rate
Psychiatrist/ Contracted Psychiatrist	\$ 940.90
Physician’s Assistant	\$ 421.99
Nurse Practitioner	\$ 467.89
RN	\$ 382.18
Certified Nurse Specialist	\$ 467.89
LVN	\$ 200.77
Medical Assistant	\$ 138.01
Pharmacist	\$ 450.39
Licensed Psychiatric Technician	\$ 172.11
Psychologist/Pre-licensed Psychologist	\$ 378.40
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$ 244.88
Occupational Therapist	\$ 325.96
Mental Health Rehab Specialist	\$ 184.23
Peer Recovery Specialist	\$ 193.44
Other Qualified Providers - Other Designated MH staff that bill medical	\$ 184.23

Residential Services & Supports

Supplemental Rates for all Adult Resident Facilities (ARF) aka Augmented/Enhanced Board and Care

General community services and supports for individuals living in a residential setting diagnosed with SPMI (Severe Persistent Mental Illness) Dual Diagnosis Substance Use, or Co-Morbid Illnesses.

Level of Services	Day Rate
Complexity Level I	\$177.61
Complexity Level II	\$148.21
Intensive Support Services	\$293.98

Enhanced Support and Supervision \$40.00 per hour/15-minute increments

Isolation Support Services \$100.00 per day

Bed Hold**

SSI Services Daily Room and Board and Care and Supervision

Pursuant to California Code of Regulations (CCR), Title 22, Division 6, Chapter 1, Article 1, Section 80001, "Basic Rate" means the rate charged by a facility to provide basic services. For SSI/SSP recipients, the basic rate means the established nonmedical out-of-home care rate which includes any exempt income allowance but does not include that amount allocated for the recipient's personal and incidental needs. "Basic Services" means those services required by applicable law and regulation to be provided by the licensee in order to obtain and maintain a community care facility license. The amount defined on the last two pages of this Exhibit as "Amount Payable for Basic Services" is the basic rate for daily services for all persons served residing in Contractor(s)'s facility(ies).

County agrees to reimburse the Contractor(s) the Supplemental Social Security Income (SSI)/State Supplementary Payment (SSP) amount at the annually negotiated rates pursuant to the SSI/SSP Payment Standards set within the last two pages of this Exhibit and any subsequent annual updates for benefited authorized persons served placed by the County. Benefited persons served is an individual who is currently receiving federal funding for SSI/SSP. SSI/SSP monies paid to the Contractor(s) for SSI/SSP benefited persons served shall be made via the Public Guardian's Office (PGO) Division.

County agrees to reimburse the Contractor(s) the equivalent of SSI/SSP amount at the annually negotiated rates pursuant to the SSI/SSP Payment Standards set within the last two pages of this Exhibit and any subsequent annual updates for non-benefited authorized persons served placed by the County. Non-benefited persons served is an individual who is currently not receiving federal funding for SSI/SSP. The equivalent of SSI/SSP monies for non-benefited persons served paid to the Contractor(s) shall be made via the Agreement.

If Contractor(s) is informed that an authorized person served placed in their facility by County has access to a third-party source for reimbursement other than County, said Contractor(s) must direct third-party source to pay County's DBH. If Contractor(s) is paid from a third-party source for any authorized person served placed in their facility by the County from a third-party source, Contractor(s) shall deduct the amount collected from the third party source from the amount invoiced to County for the services provided to any such person served. All amounts collected by Contractor(s) shall be deducted from the amount otherwise payable to Contractor(s) pursuant to this Agreement. Contractor(s) shall maintain and forward to County, monthly with their invoice, a list of all persons served who have third-party resources.

In the event that a person served passes away while residing under the care of Contractor(s), any remaining balance of "personal needs"/PIN funds held by the facility must be returned to the person or entity that originally sent the money to the facility for the person served.

Enhanced Support and Supervision

Contractor will provide individual support and supervision with prior authorization from County, in a format determined by County.

Examples of individual support and supervision, but not exhaustive, are:

Stand by assistance for dialysis treatment, including bedside support during treatment and transport to and from treatment. Stand by assistance for chemotherapy treatment, including bedside support during treatment, and transport to and from treatment.

Individual support (1:1) for clients diagnosed with SPMI and Intellectual Disabilities that without this individual support are placing their housing at risk with the escalation of symptoms and behaviors. Extra support for hygiene and ADL's if required.

Bereavement support for individuals attending funeral or memorial of a loved one, including the transportation.

Isolation Support Services

If a resident has been ordered to stay in their room due to COVID, or other transmissible disease or diagnosis, precautions, or exposure for room support, bed side support, medication delivery, 1:1 support as needed. This allows the facility to bring in temporary and on-call staff for support and supervision.

Bed Hold

****The Bed Hold rate will be at the client level of service, or all-inclusive rate, when they left for the Bed Hold, Level I or Level II.**

For the purposes of this Agreement, the term "bed day" includes beds held vacant for persons served who are temporarily [not more than seven (7) days] absent from a facility. An emergency IMD/SNF bed-hold for psychiatric and non-psychiatric reasons beyond seven (7) day must be approved by the County's Department of Behavioral Health (DBH) Director, or designee. The County will pay up to the first seven (7) bed-hold days and approval must be provided by the County for any additional days after consulting with the Contractor. The County will have the final say on a case-by-case basis if an extended bed-hold of beyond seven (7) days is necessary. The Contractor will notify the County immediately if Contractor has knowledge that the person served will require treatment at a facility or is eloped lasting seven (7) days or more. A bed hold for non-psychiatric reasons include, but are not limited to, medical hospitalization or elopement.

Revised Exhibit B-6-3
Short Doyle Medi-Cal County Contract Rates – Nueva Vista
Fiscal Year 2024-25
Residential and Specialty Mental Health Services

ARF Address:

Nueva Vista Morgan Hill – 18225 Hale Ave, Morgan Hill, CA 95037

Clinic Address:

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

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Revised Exhibit B-6-3
Short Doyle Medi-Cal County Contract Rates – Sacramento
Nueva Vista Sacramento, Vista De Robles, and Vista Esperanza
Fiscal Year 2024-25
Residential and Specialty Mental Health Services

ARF Addresses:

Vista de Robles – 9847 Folsom Blvd Sacramento, CA 95827
Nueva Vista Sacramento – 4604 Roosevelt Avenue Sacramento, CA 95820
Vista de Esperanza – 5240 Jackson Street North Highlands, CA 95660

Clinic Addresses:

Psynergy Roosevelt Clinic – 4604 Roosevelt Avenue Sacramento, CA 95820
Psynergy Folsom Sacramento – 9343 Tech Center Drive, Suite 110 Sacramento, CA 95827

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Intensive Support Services	\$293.98

Enhanced Support and Supervision \$40.00 per hour/15-minute increments

Isolation Support Services \$100.00 per day

Bed Hold**

All Inclusive Program Rates for Vista Esperanza RCFE

Level of Services	Day Rate	SSI Services Daily Room and Board and Care and Supervision Rate	Total Daily Rate
Inclusive Whole Person Care	\$249.74	\$46.69	\$296.43

Enhanced Support and Supervision \$40.00 per hour/15-minute increments

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JENNIFER TROIA
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

November 18, 2024

PIN 24-13-CCLD

TO: ALL RESIDENTIAL COMMUNITY CARE PROVIDERS

FROM: ***Original signed by Kevin Gaines***
KEVIN GAINES, Deputy Director
Community Care Licensing Division

SUBJECT: **ESTIMATED SSI/SSP PAYMENT STANDARDS EFFECTIVE
JANUARY 1, 2025**

Provider Information Notice (PIN) Summary

PIN 24-13-CCLD releases the updated estimated Supplemental Security Income (SSI) and State Supplementary Payment (SSP) payment standards effective January 1, 2025, for Non-Medical Out-of-Home Care (NMOHC) - Licensed Facility or Without In-Kind Room and Board.

The attached chart presents a summary of the SSI/SSP Payment Standards, and the specific components thereof, effective January 1, 2025.

The Evaluator Manual, Appendix C - SSI/SSP Payment Standards Effective 1/1/2025 has been revised to incorporate the new SSI/SSP Payment Standards.

If you have any questions, please contact your local Regional Office:

- [Adult and Senior Care Program Regional Office](#)
- [Children's Residential Program Regional Office](#)

Non-Medical Out-of-Home Care (NMOHC)
 Payment Standard for Individuals-Licensed Facility or
 Without In-Kind Room and Board
 Effective January 1, 2025

Source	Amount
Supplemental Security Income (SSI)	\$ 967.00
State Supplementary Payment (SSP)	\$ 632.07
Total NMOHC Payment Standard	\$ 1,599.07*

The NMOHC Payment Standard includes the following components:

Component	Amount
Room and Board	\$ 694.07
Care and Supervision (maximum)	\$ 726.00
Amount Payable for Basic Services	\$1,420.07¹
Personal and Incidental Needs Allowance (minimum)	\$ 179.00
(Must be provided to the recipient)	
Total NMOHC Payment Standard	\$1,599.07*

*This total NMOHC payment standard is doubled for SSI/SSP couples

¹NOTE: Recipients who have income in addition to their SSI/SSP check (for example, a pension, Social Security retirement, or disability benefits) can be charged the \$1,420.07 amount for basic services plus an additional \$20. Because federal rules do not count the first \$20 of a recipient's income against his/her SSI/SSP grant, an SSI/SSP recipient with other income has an extra \$20 that people who receive only an SSI/SSP check do not have. Neither federal nor state law restricts the recipient in how this additional \$20 amount is spent. Thus, if the recipient agrees in the admission agreement to pay the additional \$20 for basic services, the facility may charge the additional amount.