

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

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**THIS AGREEMENT** ("Agreement") is entered into as of August 27, 2024 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **GHC of SAC-SNF, LLC dba Gracemercy Court**, a California limited liability company, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR for providing skilled nursing services; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Behavioral Health Program; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. **TERM:** This Agreement becomes effective July 1, 2024, and expires at 11:59 PM on June 30, 2025, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibit A**.
- 3. **PAYMENT FOR SERVICES:** As consideration for the services provided by CONTRACTOR hereunder, COUNTY shall pay CONTRACTOR in accordance with the attached **Exhibits B and B1**.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

CONTRACTS UNIT  
TULARE COUNTY HEALTH & HUMAN SERVICES  
AGENCY  
5957 S. Mooney Boulevard  
Visalia, CA 93277  
Phone No.: 559-624-8000  
Fax No.: 559-737-4059

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrell Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**CONTRACTOR:**

GHC of SAC-SNF LLC dba Gramercy Court  
2200 Gramercy Drive  
Sacramento, CA 95825  
Phone No.: 714-501-2535

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

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**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

**10. MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

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COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT FORM  
REVISION APPROVED 07/2021

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

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

Date: 7/1/2024


**GHC of SAC-SNE LLC dba Gramercy Court**

By   
BE76AF664F0D4FE...

Print Name Thomas Olds, Jr.

Title Chief Executive Officer

Date: 7/1/2024

By   
EAC7C7200D9A45F...

Print Name Lois Mastrocola

Title Chief Financial Officer

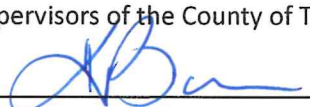
[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: 8/27/2024

By   
Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By   
Deputy Clerk



Approved as to Form  
COUNTY COUNSEL

By Eric M. Scott

Deputy  
Date: 7/9/24

Matter # 2024893

**Exhibit A**  
**Scope of Services**  
**GHC of SAC, SNF LLC dba Gramercy Court**  
**Fiscal Year 2024/2025**

GHC of SAC, SNF LLC dba Gramercy Court (CONTRACTOR) agrees to provide Tulare County Health and Human Service Agency, Mental Health Branch (COUNTY) with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443- 72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

**1. Compliance Requirements:**

- 1.1. CONTRACTOR shall comply with all applicable contract provisions with the State of California, which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and COUNTY requirements.
- 1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.
- 1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

**1.1 Goals and Outcomes:**

CONTRACTOR's program shall have the following goals and objectives:

**1.1. Goals:**

- 1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.
- 1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.
- 1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long-term care facilities or state hospitals.
- 1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.
- 1.1.5. Clients shall have reduced medication levels, as measured through medication usage.

- 1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; Alcoholic Anonymous (AA)/Narcotics Anonymous (NA) 12 step groups; educational and General Educational Development (GED) prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; Dialectical Behavior Therapy (DBT); Cognitive Behavioral Therapy (CBT); peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives:

- 1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning.
- 1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.
- 1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.
- 1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

**2. Target Population and Geographic Area:**

2.1. Target Population: CONTRACTOR shall provide the services described herein to the following target population:

- 2.1.1. CONTRACTOR shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.
- 2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.
- 2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.
- 2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized Integrated Mental Health Program (IMP)/STP facilities. This is the most efficient and effective means of insuring their well-being.
- 2.1.5. Individuals that are temporarily or permanently conserved or may sign a voluntary admission agreement.

## 2.2. Service Locations and Hours of Operation

2.2.1. CONTRACTOR facility addresses:  
Gramercy Court, 2200 Gramercy Drive, Sacramento, CA 95825

2.2.1. 24 hours, seven days a week.

## 3. Requirements for Service Delivery:

- 3.1. CONTRACTOR shall admit patients with a Diagnostic and Statistical Manual of Mental Disorders (DSM) V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the CONTRACTOR. It is agreed by COUNTY and the CONTRACTOR that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.
- 3.2. CONTRACTOR shall provide the basic service level (the minimum array of services provided to IMD patients) which fully complies with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the CONTRACTOR that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.
- 3.3. Services: CONTRACTOR shall provide, operate, and maintain an Institution for Mental Disease (IMD)/STP program in accordance with the most current Title 22, California Code of Regulations related to SNF and STP regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.
- 3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (seven (7) days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the CONTRACTOR shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food.
- 3.5. CONTRACTOR shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.
- 3.6. CONTRACTOR shall perform the following additional activities, but are not limited to:
  - 3.6.1. Actively participate in client discharge planning with COUNTY Adult Behavioral Health Services Case Manager and client.
  - 3.6.2. Participate in meetings as directed by the COUNTY, to support collaboration with the COUNTY, in order to ensure efficient process and operations.
  - 3.6.3. Cultural Competence: COR shall meet the standards as delineated in the COUNTY's Cultural Competence Standards.

### 3.7. Admission Criteria:

- 3.7.1. To be eligible for admission, a patient must be:
- 3.7.2. At least 18 years of age.
- 3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and
- 3.7.4. Temporarily or permanently conserved.
- 3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will ensure that the program goals and objectives are met in accordance with contract terms and conditions. The CONTRACTOR will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.
- 3.7.6. Screening/Referral Process:
  - 3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.
  - 3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the CONTRACTOR's program and medical staff prior to acceptance and admission.
- 3.7.7. The following patients will not be acceptable for admission:
  - 3.7.7.1. Patients with an infectious disease for whom CONTRACTOR cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.
  - 3.7.7.2. Any patient needing drug or alcohol detoxification.
  - 3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.
  - 3.7.7.4. Patients under 18 years of age.
  - 3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis.
  - 3.7.7.6. Patients on any life support equipment, i.e., oxygen or intravenous (IV).
  - 3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.
  - 3.7.7.8. Voluntary patients
  - 3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days.
  - 3.7.7.10. Patients that are currently suicidal
  - 3.7.7.11. Patients in restraints
- 3.7.8. Personal Considerations:
  - 3.7.8.1. Upon admission, CONTRACTOR shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.



3.7.8.2. CONTRACTOR shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. CONTRACTOR will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

- 3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.
- 3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.
- 3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.
- 3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.
- 3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.

3.9. Discharge Criteria and Planning: The CONTRACTOR shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the COUNTY. The COUNTY Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. CONTRACTOR shall complete the COUNTY identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.

3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, COUNTY, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the CONTRACTOR. CONTRACTOR may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.

3.11. Minimum Staffing Qualifications: CONTRACTOR shall comply with staffing requirements as are in Title 22, California Code of Regulations. CONTRACTOR shall have on file a job description, including minimum qualifications for employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.

### 3.12. Prior Authorization:

3.12.1. Process: COUNTY shall provide CONTRACTOR with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and CONTRACTOR. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.

3.12.2. Billing for Services: CONTRACTOR shall be responsible for applying for any third-party revenues, including the collection of Social Security Insurance (SSI)/ Social Security Administration (SSA) revenue.

3.13. CONTRACTOR shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations, and peer-directed programs such as Clubhouses.

3.14. CONTRACTOR's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re- traumatizing people and will facilitate consumer participation in services.

3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:

<https://www.thinkculturalhealth.hhs.gov/clas>

3.16. Tuberculosis (TB) Testing. CONTRACTOR shall follow TB testing guidelines for all employees and client residents.

## 4. Data Collection and Reporting Requirements:

4.1. Quarterly status reports

## 5. Customer Satisfaction Surveys:

5.1. CONTRACTOR shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

5.1.1 All major services provided

5.1.2 A survey of current customers

5.1.3 A survey of former customers

5.1.4 Rating of specific services offered or provided to the customer

5.1.5 A provision for comments in every survey.

5.2. CONTRACTOR shall conduct the survey, compile the data, and submit report findings to the COUNTY semi- annually.

5.3. CONTRACTOR shall specify the total number of participants who responded to the survey compared to the total number of participants served.

**6. Additional Requirements:**

- 6.1. CONTRACTOR will comply with Code of Federal Regulations (42 C.F.R. § 455.434(a) which requires that providers who are enrolled in the State of California Medi-Cal/Medicaid program, including subcontracted providers are required to consent to criminal background checks including fingerprinting when required to do so by the California Department of Healthcare Services or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider.

**EXHIBIT B  
FINANCIAL TERMS  
GHC OF SAC, SNF LLC DBA GRAMERCY COURT  
FISCAL YEAR 2024/2025**

**1. COMPENSATION**

- A. COUNTY agrees to compensate CONTRACTOR for allowed costs. The maximum contract amount shall not exceed Four Hundred Thousand Dollars (\$400,000) for Fiscal Year 2024/25.
- B. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than the maximum contract amount for CONTRACTOR's performance hereunder without a properly executed amendment.
- C. If the CONTRACTOR is going to exceed the maximum contract amount due to additional expenses, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2025.
- D. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the Exhibit B-1. Skilled Nursing Facility (SNF) Special Treatment Program (STP) rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.
- E. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.

- F. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (COUNTY or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.
  - G. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the Scope of Services exhibit of this Agreement.
2. INVOICING
- A. CONTRACTOR shall submit monthly invoices to the Mental Health Fiscal Analyst at [TulareMHP@tularecounty.ca.gov](mailto:TulareMHP@tularecounty.ca.gov), no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
4. Invoices shall be in the format reviewed and approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
5. ADDITIONAL FINANCIAL REQUIREMENTS
- A. CONTRACTOR shall comply with all COUNTY, State, and Federal requirements and procedures, as described in Welfare and Institutions Code Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder.

- B. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.
- C. Pursuant to Cal. Code Regs., tit. 9, § 1810.365, the CONTRACTOR or an affiliate, vendor, or sub-contractor of the CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
- D. Consistent with 42 C.F.R. § 438.106, the CONTRACTOR or an affiliate, vendor, contractor, or sub-contractor of the CONTRACTOR shall not hold beneficiaries liable for debts in the event that the CONTRACTOR becomes insolvent, for costs of covered services for which the State does not pay the CONTRACTOR, for costs of covered services for which the State or the CONTRACTOR does not pay the CONTRACTOR's providers, for costs of covered services provided under a contract, referral or other arrangement rather than from the CONTRACTOR, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.
- E. CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.
- F. COUNTY shall not furnish any payments to the CONTRACTOR if that individual/entity is under investigation for any fraudulent activity. Payments of

this manner will be prohibited until such investigations are complete by COUNTY or State.

- G. CONTRACTOR must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
  - H. CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
  - I. COUNTY has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
  - J. CONTRACTOR must keep records of services rendered to COUNTY beneficiaries for ten years, Per W&I Code 14124.1.
6. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]
- A. Funds paid to CONTRACTOR for services rendered under this agreement may not be redirected or transferred to support another program operated by CONTRACTOR except through a duly executed amendment to this Agreement.
7. FINANCIAL AUDIT REPORT REQUIREMENTS AND REASONS FOR RECOUPMENT
- A. COUNTY, its agents, officers, or employees, may conduct financial program audits at any time to ensure provisional payments made to CONTRACTOR are used as described in the terms of this agreement.
  - B. The CONTRACTOR shall submit any documentation requested by COUNTY or State in accordance with audit requirements and needs. Requested documentation must be supplied within a reasonable amount of time.

- C. The audit shall be conducted by utilizing generally accepted accounting principles and generally accepted auditing standards.
- D. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."
- E. COUNTY will involve the CONTRACTOR in developing responses to any draft federal or State audit reports that directly impact COUNTY.
- F. In the event of overpayments and prohibited payments:
  - I. CONTRACTOR shall report to COUNTY within sixty (60) calendar days of payments in excess of amounts specified by contract standards.
  - II. COUNTY may offset the amount of any overpayment for any fiscal year against subsequent claims from the Contractor.
  - III. Offsets may be done at any time after COUNTY has invoiced or otherwise notified the CONTRACTOR about the overpayment. COUNTY shall determine the amount that may be withheld from each payment to the CONTRACTOR.
  - IV. CONTRACTOR shall retain documentation, policies, and treatment of recoveries of overpayments due to fraud, waste, or abuse. Such documentation should include timeframes, processes, documentation, and reporting.





EXHIBIT B-1  
RATES  
GRAMERCY COURT  
FY 20224/2025

LONG TERM CARE (LTC) PATCH RATES

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	<b>Special Care Standard Rate</b> Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• LTC Treatment Services</li> <li>• Case Management Services</li> </ul>	\$250/day
LTC Patch B	<b>Special Care Additional Services Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• LTC Treatment Services with Medical Acuity</li> <li>• Case Management Services</li> <li>• Rehab Services</li> <li>• Increased Psychology Intervention</li> </ul>	\$275/day
LTC Patch C	<b>Special Care Additional Services Intense Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Intense Case Management Services</li> <li>• High acuity – behavioral and medical</li> <li>• AWOL Risk</li> <li>• Increased Psychology and Psychiatry Intervention</li> <li>• Additional staffing required for safety/supervision</li> <li>• Specialty Psychiatry and/or Medical Services</li> </ul>	\$300/day
**LTC Indigent Rate	<b>Clients With No Active Medi-Cal Benefits</b>	A - \$550/day B - \$575/day C - \$600/day
LTC Murphy Patch Rate	<b>Murphy Client</b>	A - \$450/day B - \$475/day C - \$500/day
**LTC Murphy Indigent Rate	<b>Murphy Clients With No Active Medi-Cal Benefits</b>	A - \$600/day B - \$625/day C - \$650/day



## SPECIAL TREATMENT PROGRAM PATCH RATES

Item	Pay Point Description	Daily Rate per Client
STP Patch A	<b>Special Care Standard Rate</b> Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> </ul>	\$325/day
STP Patch B	<b>Special Care Additional Services Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> <li>• Rehab Services</li> <li>• Increased Psychology Intervention</li> </ul>	\$360/day
STP Patch C	<b>Special Care Additional Services Intense Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> <li>• High acuity – Behavioral and/or Medical</li> <li>• AWOL Risk</li> <li>• Increased Psychology and Psychiatry Intervention</li> <li>• Additional staffing required for safety/supervision</li> <li>• Specialty Psychiatry and/or Medical Services</li> </ul>	\$395/day
**STP Indigent Rate	<b>Clients With No Active Medi-Cal Benefits</b>	A - \$600/day B - \$625/day C - \$650/day
STP Murphy Patch Rate	<b>Murphy Client</b>	A - \$475/day B - \$500/day C - \$525/day
**STP Murphy Indigent Rate	<b>Murphy Clients With No Active Medi-Cal Benefits</b>	A - \$650/day B - \$675/day C - \$700/day



\*\* The Indigent Rate indicated in the rate table of this agreement will apply when the County client does not have active Medi-Cal benefits, either upon admission or at any time during the Client's stay with Contractor. Contractor will have one hundred eighty (180) days after the date of service to bill the approved Indigent Rate days to the County, no other billing timelines specified in this contract will apply. County will notify Contractor immediately if Client is successfully enrolled in Medi-Cal and benefits become active. If Contractor receives payment from another payment source for the approved Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days and amount paid by the other payment source.

## EXHIBIT C

### **PROFESSIONAL SERVICES CONTRACTS** **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

*d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐

Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐

Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Thomas Olds, Jr. Date: 7/1/2024

Contractor Name CHC of SAC-SNF, LLC dba Gramercy Court Skilled Nursing

Signature Thomas Olds Jr.  
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