

**A G R E E M E N T**

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and RH Community Builders LP, a California Limited Liability Partnership, whose address is 2550 W Clinton Ave, Ste 142, Fresno, CA 93705, hereinafter referred to as "CONTRACTOR" (collectively as the "parties").

**W I T N E S S E T H:**

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of a property owner to lease apartment units to individuals who are homeless or at risk of homelessness living with a serious mental illness, who are referred by DBH, a contracted provider with DBH, other County departments and other agencies;

WHEREAS, COUNTY, through DBH, is in need of property management services for its Master Lease program;

WHEREAS, CONTRACTOR is qualified and willing to provide rental apartment units and property management services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

**1. S E R V I C E S**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A, "Master Leasing Program, Scope of Work," attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings consisting of staff from County's DBH Administrative unit to discuss data reporting, training, policies and procedures, overall program operations, and any problems or foreseeable problems that may arise.

C. CONTRACTOR shall provide Property Management Services in accordance with the vision, mission, and guiding principles of the COUNTY's DBH, as further described in Exhibit B,

1 “Guiding Principles of Care Delivery,” attached hereto and by this reference incorporated herein and  
2 made part of this Agreement.

3 D. It is acknowledged by all parties hereto that COUNTY’s DBH Administrative unit  
4 shall monitor the Master Lease program operated by CONTRACTOR, in accordance with Section  
5 Fourteen (14) of this Agreement.

6 2. TERM

7 The term of this Agreement shall be for a period of three (3) years, commencing on the 1st day of  
8 July, 2022 and terminating on the 30th day of June, 2025. This Agreement may be extended for two (2)  
9 additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty  
10 (30) days prior to the first day of the next twelve (12) month extension period. The Director or their  
11 designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR’S  
12 satisfactory performance.

13 This Agreement, subject to satisfactory outcomes performance and subject to available State  
14 funding each year, shall automatically be extended for two (2) additional twelve (12) month periods upon  
15 the same terms and conditions herein set forth, unless written notice of non-renewal is given by COUNTY  
16 or CONTRACTOR or COUNTY’s DBH Director or designee, not later than thirty (30) days prior to the close  
17 of the current Agreement term.

18 3. TERMINATION

19 A. Non-Allocation of Funds - The term of this Agreement, and the service to be provided  
20 thereunder, is contingent on the approval of funds by the appropriating government agency. Should  
21 sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at  
22 any time by giving CONTRACTOR ninety (90) days advance written notice.

23 B. Breach of Contract - COUNTY shall give CONTRACTOR advance written notice and  
24 opportunity for CONTRACTOR to cure any default before suspension or termination of this agreement. If  
25 the default is not cured within sixty (60) days of notice of default, COUNTY may immediately suspend or  
26 terminate this Agreement in whole or in part, where in the determination of COUNTY there is:

- 27 1) An illegal or improper use of funds;  
28 2) A failure to comply with any term of this Agreement;

- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY or CONTRACTOR under the giving of one hundred-twenty (120) days advance written notice of an intention to terminate.

4. COMPENSATION:

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for actual expenditures incurred in accordance with the CONTRACTOR's budget documents approved by the COUNTY's DBH Director or designee and attached hereto as Exhibit C and incorporated herein by this reference.

The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement for the twelve (12) month period, July 1, 2022 through June 30, 2023, shall not exceed One Million, One Hundred Eighty-Six Thousand, One Hundred Fifty and No/100 Dollars (\$1,186,150.00). This is comprised of the following funding streams: One Million, Thirty-Six Thousand, Seven Hundred-Eight and No/100 Dollars (\$1,036,708.00) in local MHSA funds, Sixty-Five Thousand, Four Hundred Forty-Two and No/100 Dollars (\$65,442.00) in Realignment funds, and Eighty-Four Thousand and No/100 Dollars (\$84,000.00) in Client Rents to offset CONTRACTOR's program costs as set forth in Exhibit C.

The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement for the twelve (12) month period, July 1, 2023 through June 30, 2024, shall not exceed One Million, Two Hundred Twenty-Six Thousand, Nine Hundred-Nineteen and No/100 Dollars (\$1,226,919.00). This is comprised of the following funding streams: One Million, Thirty-Six Thousand, Seven Hundred-Eight and No/100 Dollars

1 (\$1,036,708.00) in local MHSA funds, One Hundred-Six Thousand, Two Hundred-Eleven and No/100  
2 Dollars (\$106,211.00) in Realignment funds, and Eighty-Four Thousand and No/100 Dollars (\$84,000.00) in  
3 Client Rents to offset CONTRACTOR's program costs as set forth in Exhibit C.

4 The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement for the  
5 twelve (12) month period, July 1, 2024 through June 30, 2025, shall not exceed One Million, Two Hundred-  
6 Seventy Thousand, Eight Hundred Ninety-Six and No/100 Dollars (\$1,270,896.00). This is comprised of  
7 the following funding streams: One Million, Thirty-Six Thousand, Seven Hundred-Eight and No/100 Dollars  
8 (\$1,036,708.00) in local MHSA funds, One Hundred-Fifty Thousand, One Hundred Eighty-Eight and  
9 No/100 Dollars (\$150,188.00) in Realignment funds, and Eighty-Four Thousand and No/100 Dollars  
10 (\$84,000.00) in Client Rents to offset CONTRACTOR's program costs as set forth in Exhibit C.

11 The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement for the  
12 twelve (12) month period, July 1, 2025 through June 30, 2026, shall not exceed One Million, Three  
13 Hundred Twenty-Five Thousand, Eight Hundred Ninety-Four and No/100 Dollars (\$1,325,894.00). This is  
14 comprised of the following funding streams: One Million, Thirty-Six Thousand, Seven Hundred-Eight and  
15 No/100 Dollars (\$1,036,708.00) in local MHSA funds, Two Hundred-Five Thousand, One Hundred Eighty-  
16 Six and No/100 Dollars (\$205,186.00) in Realignment funds, and Eighty-Four Thousand and No/100  
17 Dollars (\$84,000.00) in Client Rents to offset CONTRACTOR's program costs as set forth in Exhibit C.

18 The maximum amount to be paid to CONTRACTOR by COUNTY under this Agreement for the  
19 twelve (12) month period, July 1, 2026 through June 30, 2027, shall not exceed One Million, Three  
20 Hundred Eighty-Three Thousand, Three Hundred Twenty-Seven and No/100 Dollars (\$1,383,327.00). This  
21 is comprised of the following funding streams: One Million, Thirty-Six Thousand, Seven Hundred-Eight and  
22 No/100 Dollars (\$1,036,708.00) in local MHSA funds, Two Hundred Sixty-Two Thousand, Six Hundred-  
23 Nineteen and No/100 Dollars (\$262,619.00) in Realignment funds, and Eighty-Four Thousand and No/100  
24 Dollars (\$84,000.00) in Client Rents to offset CONTRACTOR's program costs as set forth in Exhibit C.

25 In no event shall services performed under this Agreement be in excess of Six Million, Three  
26 Hundred Ninety-Three Thousand, One Hundred Eighty-Six and No/100 Dollars (\$6,393,186.00) during the  
27 term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of  
28 services under this Agreement shall be borne by CONTRACTOR.

1 Travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at  
2 CONTRACTOR's adopted rate per mile, not to exceed the Federal Internal Revenue Services (IRS)  
3 published rate.

4 If CONTRACTOR fails to comply with any provision of this Agreement, COUNTY shall be relieved  
5 of its obligation for further compensation.

6 Payment shall be made by COUNTY to CONTRACTOR in arrears for services provided during the  
7 preceding month, within forty-five (45) days after the date of receipt and approval by COUNTY of the  
8 monthly invoicing as described in Section Five (5) herein. Payments shall be made after receipt and  
9 verification of actual expenditures incurred by CONTRACTOR for monthly program costs, as identified in  
10 Exhibit C, in the performance of this Agreement and shall be documented to COUNTY on a monthly basis  
11 by the tenth (10th) of the month following the month of said expenditures.

12 COUNTY shall not be obligated to make any payments under this Agreement if the request for  
13 payment is received by COUNTY more than sixty (60) days after this Agreement has terminated or expired.

14 All final invoices and/or any final budget modification requests shall be submitted by  
15 CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No  
16 action shall be taken by COUNTY on invoices submitted beyond the sixty (60) day closeout period. Any  
17 compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this  
18 Agreement shall automatically revert to COUNTY.

19 The services provided by CONTRACTOR under this Agreement are funded in whole or in part by  
20 the State of California. In the event that funding for these services is delayed by the State Controller,  
21 COUNTY may defer payments to CONTRACTOR. The amount of the deferred payment shall not exceed  
22 the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral  
23 by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus  
24 forty-five (45) days.

25 CONTRACTOR shall be held financially liable for any and all future disallowances/audit exceptions  
26 due to CONTRACTOR deficiency discovered through the State audit process and COUNTY utilization  
27 review during the course of this Agreement. At COUNTY's election, the disallowed amount will be remitted  
28 within forty-five (45) days to COUNTY upon notification or shall be withheld from subsequent payments to

1 CONTRACTOR. CONTRACTOR shall not receive reimbursement for any units of services rendered that  
2 are disallowed or denied by the COUNTY's DBH utilization review process or through the State Department  
3 of Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients.  
4 Notwithstanding the above, COUNTY must notify CONTRACTOR prior to any State audit process and/or  
5 COUNTY utilization review. To the extent allowable by law, CONTRACTOR shall have the right to be  
6 present during each phase of any State audit process and/or COUNTY utilization review and shall be  
7 provided all documentation related to each phase of any State audit process and/or COUNTY utilization  
8 review. Additionally, prior to any disallowances/audit exceptions becoming final, CONTRACTOR shall be  
9 given at least ten (10) business days to respond to such proposed disallowances/audit exceptions.

10 It is understood by CONTRACTOR and COUNTY that this Agreement is funded with MHSA CSS  
11 funds to serve individuals who are homeless or at risk of homelessness living with a serious mental illness.

12 5. INVOICING

13 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each month for actual  
14 expenses incurred during the prior month electronically to: 1) dbhinvoicereview@fresnocountyca.gov, 2)  
15 dbh-invoices@fresnocountyca.gov; and 3) dbhcontractedservicesdivision@fresnocountyca.gov with a copy  
16 to the assigned COUNTY's DBH Staff Analyst. No reimbursement for costs incurred by CONTRACTOR for  
17 services delivered under this Agreement shall be made until the invoice and supporting documentation is  
18 received, verified, and approved by COUNTY's DBH.

19 At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or is otherwise  
20 not in proper form or substance, COUNTY's DBH Director or designee, shall have the right to withhold  
21 payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to  
22 CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days  
23 after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice is still not  
24 corrected to COUNTY DBH's satisfaction, COUNTY's DBH Director or designee, may elect to terminate  
25 this Agreement, pursuant to the termination provisions stated in Section Three (3) of this Agreement. In  
26 addition, for invoices received ninety (90) days after the expiration of each term of this Agreement or  
27 termination of this Agreement, at the discretion of COUNTY's DBH Director or designee, COUNTY's DBH  
28 shall have the right to deny payment of any additional invoices received.

1 CONTRACTOR shall submit monthly invoices and general ledgers to COUNTY's DBH that itemize  
2 the line item charges for monthly program costs. Unallowable costs such as lobbying or political donations  
3 must be deducted from the monthly invoice reimbursements. The invoices and general ledgers will serve  
4 as tracking tools to determine if CONTRACTOR's program costs are in accordance with its budgeted cost.  
5 Failure to submit reports and other supporting documentation shall be deemed sufficient cause for  
6 COUNTY to withhold payments until there is compliance, as further described in Section Five (5) herein.

7 CONTRACTOR must report all third party collections from other funding sources for Medicare,  
8 private insurance, client private pay or any other third party. Monthly invoices for reimbursement must  
9 equal the amount due CONTRACTOR less any funding sources not eligible for Federal reimbursement and  
10 any other revenues generated by CONTRACTOR (i.e., private insurance, etc.).

11 CONTRACTOR shall submit monthly staffing reports that identify all direct service and support staff,  
12 applicable licensure/certifications, and full time hours worked to be used as a tracking tool to determine if  
13 CONTRACTOR's program is staffed according to the services provided under this Agreement.

14 CONTRACTOR must maintain financial records for a period of seven (7) years or until any dispute,  
15 audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible for any  
16 disallowances related to inadequate documentation.

17 CONTRACTOR is responsible for collecting and managing of data in a manner to be determined by  
18 DHCS and COUNTY's DBH in accordance with applicable rules and regulations. COUNTY's electronic  
19 information system is a critical source of information for purposes of monitoring service volume and  
20 obtaining reimbursement. CONTRACTOR must attend the COUNTY's DBH training on equipment  
21 reporting for assets, intangible and sensitive minor assets, COUNTY's electronic information system, and  
22 related cost reporting.

23 6. INDEPENDENT CONTRACTOR:

24 In performance of the work, duties and obligations assumed by CONTRACTOR under this  
25 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
26 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an  
27 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
28 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right

1 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and  
2 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
3 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

4 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
5 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
7 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
8 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
9 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
10 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
11 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
12 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

13 7. MODIFICATION:

14 Any matters of this Agreement may be modified from time to time by the written consent of all the  
15 parties without, in any way, affecting the remainder.

16 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment, Operating,  
17 Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the individual program budgets, and  
18 changes to the volume of units of service/types of service units to be provided as set forth in Exhibit C, that  
19 do not exceed ten percent (10%) of the maximum compensation payable to CONTRACTOR, may be made  
20 with the written approval of COUNTY's DBH Director or designee.

21 Modifications shall not result in any change to the maximum compensation amounts payable to  
22 CONTRACTOR, as stated in this Agreement.

23 8. NON-ASSIGNMENT:

24 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under  
25 this Agreement without the prior written consent of the other party.

26 9. HOLD HARMLESS:

27 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the  
28 COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's



1 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection  
2 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this  
3 Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages,  
4 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured  
5 or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or  
6 employees under this Agreement.

7 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit  
8 exceptions resulting from noncompliance herein on the part of CONTRACTOR.

9 The provisions of this Section 9 shall survive termination of this Agreement.

10 10. INSURANCE

11 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third  
12 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance  
13 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or  
14 Joint Powers Agreement (JPA) throughout the term of the Agreement:

15 A. Commercial General Liability

16 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21 B. Automobile Liability

22 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
23 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
24 used in connection with this Agreement.

25 C. Professional Liability

26 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
27 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
28 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CONTRACTOR

1 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years  
2 following the termination of this Agreement, one or more policies of professional liability insurance with  
3 limits of coverage as specified herein.

4 D. Worker's Compensation

5 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

6 E. Cyber Liability

7 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000  
8 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is  
9 undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims  
10 involving infringement of intellectual property, including but not limited to infringement of copyright,  
11 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of  
12 electronic information, release of private information, alteration of electronic information, extortion and  
13 network security. The policy shall provide coverage for breach response costs as well as regulatory  
14 fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these  
15 obligations.

16 Definition of Cyber Risks: "Cyber Risks" include but are not limited to (i) Security Breaches,  
17 which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any  
18 of the Contractor's obligations under Section 1, 17, 18, and 19 of this Agreement; (iii) infringement of  
19 intellectual property, including but not limited to infringement of copyright, trademark, and trade dress;  
20 (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or  
21 destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations  
22 under this Agreement regarding electronic information, including Personal Information; (viii) network  
23 security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines  
24 and penalties related to the Contractor's obligations under this Agreement regarding electronic  
25 information, including Personal Information; and (xi) credit monitoring expenses.

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1 F. Technology Professional Liability (Errors and Omissions)

2 Technology professional liability (errors and omissions) insurance with limits of not less than Two Million  
3 Dollars (\$2,000,000) per occurrence. Coverage must encompass all of the Contractor's obligations  
4 under this Agreement, including but not limited to claims involving Cyber Risks.

5 Definition of Cyber Risks: "Cyber Risks" include but are not limited to (i) Security Breaches, which may  
6 include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of the  
7 Contractor's obligations under Section 1, 17, 18, and 19 of this Agreement; (iii) infringement of  
8 intellectual property, including but not limited to infringement of copyright, trademark, and trade dress;  
9 (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or  
10 destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations  
11 under this Agreement regarding electronic information, including Personal Information; (viii) network  
12 security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines  
13 and penalties related to the Contractor's obligations under this Agreement regarding electronic  
14 information, including Personal Information; and (xi) credit monitoring expenses.

15 G. Molestation/Elder Abuse

16 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars  
17 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be  
18 issued on a per occurrence basis.

19 H. Waiver of Subrogation

20 CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any  
21 insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss  
22 under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to  
23 affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY  
24 has received a waiver of subrogation endorsement from the insurer.

25 Additional Requirements Relating to Insurance

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
27 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
28 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for

1 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
2 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
3 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
4 a minimum of thirty (30) days advance written notice given to COUNTY.

5 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
6 employees any amounts paid by the policy of worker's compensation insurance required by this  
7 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
8 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
9 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

10 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
11 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
12 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will  
13 administer this contract), stating that such insurance coverage have been obtained and are in full force; that  
14 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
15 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover  
16 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
17 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
18 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
19 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
20 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
21 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
22 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
23 without a minimum of thirty (30) days advance, written notice given to COUNTY.

24 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
25 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
26 Agreement upon the occurrence of such event.

27 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
28 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A

1 FSC VII or better.

2 11. LICENSES/CERTIFICATES

3 Throughout each term of this Agreement, CONTRACTOR and CONTRACTOR's staff shall  
4 maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the  
5 provision of the services hereunder and required by the laws and regulations of the United States of  
6 America, State of California, the County of Fresno, and any other applicable governmental agencies.  
7 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such  
8 licenses, permits, approvals, certificates, waivers and exemptions irrespective of the pendency of any  
9 appeal related thereto. Additionally, CONTRACTOR and CONTRACTOR's staff shall comply with all  
10 applicable laws, rules or regulations, as may now exist or be hereafter changed.

11 12. RECORDS

12 CONTRACTOR shall maintain records in accordance with Exhibit E, "Documentation for Standards  
13 for Client Records," attached hereto and by reference incorporated herein and made part of this  
14 Agreement. During site visits, COUNTY shall be allowed to review records of services provided, including  
15 the goals and objectives of the treatment plan, and how the therapy provided is achieving the goals and  
16 objectives. The client record shall begin with registration and intake and include client authorizations,  
17 assessments, plans of care, and progress notes, as well as other documents as approved by the  
18 COUNTY's DBH. All mental health records shall be considered the property of the COUNTY and shall be  
19 retained by the COUNTY upon termination or expiration of this Agreement

20 13. REPORTS

21 CONTRACTOR shall submit to COUNTY such statements, records, reports, data, and other  
22 information as COUNTY's DBH may request pertaining to matters covered by this Agreement. In the event  
23 that CONTRACTOR fails to provide such reports or other information required hereunder, it shall be  
24 deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In addition,  
25 CONTRACTOR shall provide written notification and explanation to COUNTY within five (5) days of any  
26 funds received from another source to conduct the same services covered by this Agreement.

27 All services performed by CONTRACTOR under this Agreement shall be in strict conformance with  
28 all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality.

1           14.    MONITORING

2           CONTRACTOR agrees to extend to COUNTY's staff, COUNTY's DBH Director, and the State  
3 Department of Health Care Services or their designees, the right to review and monitor records, services, or  
4 procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR's  
5 performance, in order to ensure compliance with the terms and conditions of this Agreement.

6           15.    REFERENCES TO LAWS AND RULES

7           In the event any law, regulation, or policy referred to in this Agreement is amended during the term  
8 thereof, the parties hereto agree to comply with the amended provision as of the effective date of such  
9 amendment.

10          16.    COMPLIANCE WITH STATE REQUIREMENTS

11          CONTRACTOR recognizes that COUNTY operates its mental health programs under an  
12 agreement with the State of California Department Health Care Services, and that under said agreement  
13 the State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere  
14 to all State requirements, including those identified in Exhibit F, "State Mental Health Requirements",  
15 attached hereto and by this reference incorporated herein and made part of this Agreement.

16          17.    CONFIDENTIALITY

17          All services performed by CONTRACTOR under this Agreement shall be in strict conformance with  
18 all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

19          18.    HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

20          COUNTY and CONTRACTOR each consider and represent themselves as covered entities as  
21 defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191  
22 (HIPAA) and agree to use and disclose Protected Health Insurance (PHI) as required by law.

23          COUNTY and CONTRACTOR acknowledge that the exchange of PHI between them is only for  
24 treatment, payment, and health care operations.

25          COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of PHI  
26 pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and  
27 Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the U.S.  
28 Department of Health and Human Services (HIPAA Regulations) and other applicable laws. As part of the

HIPAA Regulations, the Privacy Rule and the Security Rule require CONTRACTOR to enter into a contract containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (C.F.R.).

19. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to CONTRACTOR by COUNTY, including but not limited to the following:

A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

CONTRACTOR may not connect to COUNTY networks via personally-owned mobile, wireless or handheld devices, unless the following conditions are met:

- 1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes
- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enable; and
- 4) A secure connection is used

B. CONTRACTOR-Owned Computers or Computer Peripherals

CONTRACTOR may not bring contractor-owned computers or computer peripherals into COUNTY for use without prior authorization from COUNTY's Chief Information Officer and/or designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be encrypted and stored on a secure server approved by COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection.

C. COUNTY-Owned Computer Equipment

CONTRACTOR may not use COUNTY computers or computer peripherals on non-County premises without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

1) CONTRACTOR may not store COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

2) CONTRACTOR shall be responsible to employ strict controls to ensure the integrity and security of COUNTY's confidential information and prevent unauthorized access, viewing, use, or disclosure of data maintained in computer files, program documentation, data processing systems, data files, and data processing equipment which stores or processes COUNTY data internally and externally.

3) Confidential client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher.

4) CONTRACTOR is responsible to immediately notify COUNTY of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.

5) COUNTY shall provide oversight to CONTRACTOR's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

## 20. PROPERTY OF COUNTY

A. COUNTY and CONTRACTOR recognize that fixed assets are tangible and intangible property obtained or controlled under COUNTY for use in operational capacity and will benefit COUNTY for a period more than one year. Depreciation of the qualified items will be on a straight-line basis.

1) Have a life span of over one year;

2) Is not a repair part; and

3) Must be valued at or greater than the capitalization thresholds for the asset type.

Asset Type	Threshold
Land	\$0



Buildings and Improvements	\$100,000
Infrastructure	\$100,000
Tangible	\$5,000
- Equipment	
- Vehicles	
Intangible	\$100,000
- Internally Generated Software	
- Purchased Software	
- Easements	
- Patents	
Capital Lease	\$5,000

Qualified fixed asset equipment is to be reported and approved by COUNTY. If it is approved and identified as an asset, it will be tagged with a COUNTY program number. A Fixed Asset Log, attached hereto as Exhibit I and by this reference incorporated herein and made part of this Agreement, will be maintained by COUNTY's Asset Management System and annually inventoried until the asset is fully depreciated. During the terms of this Agreement, CONTRACTOR's fixed assets may be inventoried in comparison to COUNTY's DBH Asset Inventory System.

Certain purchases less than Five Thousand and No/100 Dollars (\$5,000.00) but more than One Thousand and No/100 Dollars (\$1,000.00), with over one year life span, and/or are mobile and high risk of theft or loss are sensitive assets. Such sensitive items are not limited to computers, copiers, televisions, cameras, and other sensitive items as determined by COUNTY's DBH Director or designee. CONTRACTOR will maintain a tracking system on the items on Exhibit I. Items are not required to be capitalized or depreciated and are subject to annual inventory for compliance.

B. Assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed and inventoried assets. Upon termination or expiration of this Agreement, CONTRACTOR shall be physically present when fixed and inventoried assets are returned to COUNTY possession. CONTRACTOR is responsible for returning to COUNTY all COUNTY-owned

undepreciated fixed and inventoried assets, or the monetary value of said assets if unable to produce the assets at the expiration or termination of this Agreement.

CONTRACTOR further agrees to the following:

1) Maintain all items of equipment in good working order and condition, normal wear and tear is expected;

2) Label all items of equipment with COUNTY assigned program number, perform periodic inventories as required by COUNTY, and maintain an inventory list showing where and how the equipment is being used, in accordance with procedures developed by COUNTY. All such

3) Report in writing to COUNTY immediately after discovery, the loss or theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to COUNTY.

C. The purchase of any equipment by CONTRACTOR with funds provided hereunder shall require the prior written approval of COUNTY's DBH, shall fulfill the provisions of this Agreement as appropriate, and must be directly related to CONTRACTORS services or activities under the terms of this Agreement. COUNTY's DBH may refuse reimbursement for any costs resulting from equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from COUNTY.

D. CONTRACTOR must obtain prior written approval from COUNTY's DBH whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using funds under this Agreement. If any real or personal property acquired or improved with said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which does not qualify under this Agreement, CONTRACTOR shall reimburse COUNTY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of funds not provided under this Agreement. These requirements shall continue in effect for the life of the property. In the event this Agreement expires, or terminates, the requirements for this Section shall remain in effect for activities or property funded with said funds, unless action is taken by the State government to relieve COUNTY of these obligations.

## 21. NON-DISCRIMINATION

1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny  
2 the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry,  
3 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
4 gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they  
5 discriminate unlawfully against any employee or applicant for employment because of race, religious creed,  
6 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information,  
7 marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran  
8 status.

9 CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for  
10 employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the  
11 provisions of the Fair Employment and Housing Act (Gov. Code §12800 et seq.), the regulations  
12 promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1,  
13 Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5), and the regulations or  
14 standards adopted by the awarding state agency to implement such article. CONTRACTOR shall permit  
15 access by representatives of the Department of Fair Employment and Housing and the awarding state  
16 agency upon reasonable notice at any time during the normal business hours, but in no case less than  
17 twenty-four (24) hours notice, to such of its books, records, accounts, and all other sources of information  
18 and its facilities as said department or agency shall require to ascertain compliance with this clause.  
19 CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor  
20 organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit.  
21 2, §11105.) CONTRACTOR shall include the non-discrimination and compliance provisions of this clause  
22 in all subcontracts to perform work under this Agreement.

## 23 22. CULTURAL COMPETENCY

24 As related to Cultural and Linguistic Competence:

25 A. CONTRACTOR shall not discriminate against beneficiaries based on race, color,  
26 national origin, sex, disability, or religion. CONTRACTOR shall ensure that a limited and/or no English  
27 proficient beneficiary is entitled to equal access and participation in federally funded programs through the  
28 provision of comprehensive and quality bilingual services pursuant to Title 6 of the Civil Rights Act of 1964

1 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979.

2 B. CONTRACTOR shall comply with requirements of policies and procedures for  
3 ensuring access and appropriate use of trained interpreters and material translation services for all limited  
4 and/or no English proficient beneficiaries, including, but not limited to, assessing the cultural and linguistic  
5 needs of the beneficiaries, training of staff on the policies and procedures, and monitoring its language  
6 assistance program. CONTRACTOR's policies and procedures shall ensure compliance of any  
7 subcontracted providers with these requirements.

8 C. CONTRACTOR shall notify its beneficiaries that oral interpretation is available  
9 for any language and written translation is available in prevalent languages and that auxiliary aids and  
10 services are available upon request, at no cost and in a timely manner for limited and/or no English  
11 proficient beneficiaries and/or beneficiaries with disabilities. CONTRACTOR shall avoid relying on an adult  
12 or minor child accompanying the beneficiary to interpret or facilitate communication; however, if the  
13 beneficiary refuses language assistance services, the CONTRACTOR must document the offer, refusal  
14 and justification in the beneficiary's file.

15 D. CONTRACTOR shall ensure that employees, agents, subcontractors, and/or  
16 partners who interpret or translate for a beneficiary or who directly communicate with a beneficiary in a  
17 language other than English (1) have completed annual training provided by COUNTY at no cost to  
18 CONTRACTOR; (2) have demonstrated proficiency in the beneficiary's language; (3) can effectively  
19 communicate any specialized terms and concepts specific to CONTRACTOR's services; and (4) adheres  
20 to generally accepted interpreter ethic principles. As requested by COUNTY, CONTRACTOR shall identify  
21 all who interpret for or provide direct communication to any program beneficiary in a language other than  
22 English and identify when the CONTRACTOR last monitored the interpreter for language competence.

23 E. CONTRACTOR shall submit to COUNTY for approval, within ninety (90) days  
24 from date of contract execution, CONTRACTOR's plan to address all fifteen (15) National Standards for  
25 Culturally and Linguistically Appropriate Service (CLAS), as published by the Office of Minority Health and  
26 set forth in Exhibit J "National Standards on Culturally and Linguistically Appropriate Services," attached  
27 hereto and incorporated herein by reference and made part of this agreement. As the CLAS standards are  
28 updated, CONTRACTOR's plan must be updated accordingly. As requested by COUNTY, CONTRACTOR

1 shall be responsible for conducting an annual CLAS self-assessment and providing the results of the self-  
2 assessment to the COUNTY. The annual CLAS self-assessment instruments shall be reviewed by the  
3 COUNTY and revised as necessary to meet the approval of the COUNTY.

4 F. Cultural competency training for CONTRACTOR staff should be substantively  
5 integrated into health professions education and training at all levels, both academically and functionally,  
6 including core curriculum, professional licensure, and continuing professional development programs. As  
7 requested by COUNTY, CONTRACTOR shall report on the completion of cultural competency trainings to  
8 ensure direct service providers are completing a minimum of one (1) cultural competency training annually.

9 G. CONTRACTOR shall create and sustain a forum that includes staff at all agency  
10 levels to discuss cultural competence. COUNTY encourages a representative from CONTRACTOR's  
11 forum to attend COUNTY's Diversity, Equity, and Inclusion Committee.

12 23. AMERICANS WITH DISABILITIES ACT

13 CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this  
14 Agreement, shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the  
15 Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing  
16 that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress  
17 amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and  
18 information technology (EIT) accessible to people with disabilities. California Government Code section  
19 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

20 24. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

21 To the extent necessary to prevent disallowance of reimbursement under section 1861(v)(1) (I) of  
22 the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the  
23 furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to  
24 the Secretary of the United States Department of Health and Human Services, or upon request to the  
25 Comptroller General of the United States General Accounting Office, or any of their duly authorized  
26 representatives, a copy of this Agreement and such books, documents, and records as are necessary to  
27 certify the nature and extent of the costs of these services provided by CONTRACTOR under this  
28 Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties

1 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars  
2 (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall  
3 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services  
4 pursuant to such subcontract, the related organizations shall make available, upon written request to the  
5 Secretary of the United States Department of Health and Human Services, or upon request to the  
6 Comptroller General of the United States General Accounting Office, or any of their duly authorized  
7 representatives, a copy of such subcontract and such books, documents, and records of such organization  
8 as are necessary to verify the nature and extent of such costs.

9 25. SINGLE AUDIT CLAUSE

10 A. If CONTRACTOR expends Seven Hundred Fifty Thousand and No/100 Dollars  
11 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an  
12 annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of  
13 Management and Budget (OMB) 2 CFR 200. CONTRACTOR shall submit said audit and management  
14 letter to COUNTY. The audit must include a statement of findings or a statement that there were no  
15 findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by  
16 an authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or  
17 weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DBH Finance  
18 Division for review within nine (9) months of the end of any fiscal year in which funds were expended and/or  
19 received for the program. Failure to perform the requisite audit functions as required by this Agreement  
20 may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a  
21 public accountant to perform said audit, or may result in the inability of COUNTY to enter into future  
22 agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of  
23 CONTRACTOR.

24 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do not  
25 exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or  
26 CONTRACTOR's only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a  
27 program audit must be performed and a program audit report with management letter shall be submitted by  
28 CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR solvency. Said audit

1 report shall be delivered to COUNTY's DBH Finance Division for review no later than nine (9) months after  
2 the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to  
3 comply with this Act may result in COUNTY performing the necessary audit tasks or contracting with a  
4 qualified accountant to perform said audit. All audit costs related to this Agreement are the sole  
5 responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material  
6 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this  
7 paragraph shall be billed to CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-  
8 Controller/Treasurer-Tax Collector.

9 C. CONTRACTOR shall make available all records and accounts for inspection by  
10 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal  
11 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at  
12 least three (3) years following final payment under this Agreement or the closure of all other pending  
13 matters, whichever is later.

14 26. COMPLIANCE

15 CONTRACTOR agrees to comply with COUNTY's Contractor Code of Conduct and Ethics and the  
16 COUNTY's Compliance Program in accordance with Exhibit D. Within thirty (30) days of entering into this  
17 Agreement with COUNTY, CONTRACTOR shall have all of CONTRACTOR's employees, agents, and  
18 subcontractors providing services under this Agreement certify in writing, that he or she has received, read,  
19 understood, and shall abide by the Contractor Code of Conduct and Ethics. CONTRACTOR shall ensure  
20 that within thirty (30) days of hire, all new employees, agents, and subcontractors providing services under  
21 this Agreement shall certify in writing that they have received, read, understood, and shall abide by the  
22 Contractor Code of Conduct and Ethics. CONTRACTOR understands that the promotion of and adherence  
23 to the Contractor Code of Conduct is an element in evaluating the performance of CONTRACTOR and its  
24 employees, agents, and subcontractors.

25 Within thirty (30) days of entering into this Agreement, and annually thereafter, all employees,  
26 agents, and subcontractors providing services under this Agreement shall complete general compliance  
27 training, and appropriate employees, agents, and subcontractors shall complete documentation and billing  
28 or billing/reimbursement training. All new employees, agents, and subcontractors shall attend the

1 appropriate training within thirty (30) days of hire. Each individual who is required to attend training shall  
2 certify in writing that he or she has received the required training. The certification shall specify the type of  
3 training received and the date received. The certification shall be provided to COUNTY's DBH Compliance  
4 Officer at 1925 E. Dakota Ave, Fresno, California 93726. CONTRACTOR agrees to reimburse COUNTY  
5 for the entire cost of any penalty imposed upon COUNTY by the Federal Government as a result of  
6 CONTRACTOR's violation of the terms of this Agreement.

7       27.    ASSURANCES

8       In entering into this Agreement, CONTRACTOR certifies that neither they, nor any of their officers,  
9 are currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health  
10 Care Programs; that neither they, nor any of their officers, have been convicted of a criminal offense related  
11 to the provision of health care items or services; nor have they, nor any of their officers, been reinstated to  
12 participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or  
13 ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is ineligible on  
14 these grounds, COUNTY will remove CONTRACTOR from responsibility for, or involvement with,  
15 COUNTY's business operations related to the Federal Health Care Programs and shall remove such  
16 CONTRACTOR from any position in which CONTRACTOR's compensation, or the items or services  
17 rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part, directly or indirectly, by  
18 Federal Health Care Programs or otherwise with Federal Funds at least until such time as CONTRACTOR  
19 is reinstated into participation in the Federal Health Care Programs.

20               A. If COUNTY has notice that either CONTRACTOR, or its officers, have been  
21 charged with a criminal offense related to any Federal Health Care Program, or are proposed for exclusion  
22 during the term of any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure  
23 the accuracy of any claims submitted to any Federal Health Care Program. At its discretion, given such  
24 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution of the  
25 charges or the proposed exclusion.

26               B. CONTRACTOR agrees that all potential new employees of CONTRACTOR or  
27 subcontractors of CONTRACTOR who, in each case, are expected to perform professional services under  
28 this Agreement, will be queried as to whether: (1) they are now or ever have been excluded, suspended,



debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they have been convicted of a criminal offense related to the provision of health care items or services; and (3) they have been reinstated to participate in the Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility.

1) In the event the potential employee or subcontractor informs CONTRACTOR that he or she is excluded, suspended, debarred, or otherwise ineligible, or has been convicted of a criminal offense relating to the provision of health care services, and CONTRACTOR hires or engages such potential employee or subcontractor, CONTRACTOR will ensure that said employee or subcontractor does no work, either directly or indirectly relating to services provided to COUNTY.

2) Notwithstanding the above, COUNTY, at its discretion, may terminate this Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY to protect the interests of COUNTY consumers.

C. CONTRACTOR shall verify (by asking the applicable employees and subcontractors) that all current employees and existing subcontractors who, in each case, are expected to perform professional services under this Agreement: (1) are not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been convicted of a criminal offense related to the provision of health care items or services; and (3) have not been reinstated to participate in the Federal Health Care Program after a period of exclusion, suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs CONTRACTOR that he or she is excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision of health care services, CONTRACTOR will ensure that said employee or subcontractor does no work, either direct or indirect, relating to services provided to COUNTY.

1) CONTRACTOR agrees to notify COUNTY immediately during the term of this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each case,

1 is providing professional services under this Agreement is excluded, suspended, debarred, or otherwise  
2 ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal offense relating to  
3 the provision of health care services.

4                               2) Notwithstanding the above, COUNTY, at its discretion, may terminate  
5 this Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as  
6 defined by COUNTY) that no excluded, suspended, or otherwise ineligible employee or subcontractor of  
7 CONTRACTOR will perform work, either directly or indirectly, relating to services provided to COUNTY.  
8 Such demand for adequate assurance shall be effective upon a time frame to be determined by COUNTY  
9 to protect the interests of COUNTY clients.

10                           D. CONTRACTOR agrees to cooperate fully with any reasonable requests for  
11 information from COUNTY which may be necessary to complete any internal or external audits relating to  
12 CONTRACTOR's compliance with the provisions of this Section.

13                           E. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty  
14 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of  
15 CONTRACTOR's obligations as described in this Section.

16               28.    PUBLICITY PROHIBITION

17               None of the funds, materials, property or services provided directly or indirectly under this  
18 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of  
19 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,  
20 publicity of the services described in Section One (1) of this Agreement shall be allowed as necessary to  
21 raise public awareness about the availability of such specific services when approved in advance by  
22 COUNTY's DBH Director or designee and at a cost to be provided in Exhibit C for such items as  
23 written/printed materials, the use of media (i.e., radio, television, newspapers), and any other related  
24 expense(s).

25               29.    COMPLAINTS

26               CONTRACTOR shall log complaints and the disposition of all complaints from a client or a client's  
27 family. CONTRACTOR shall provide a copy of the detailed complaint log entries concerning COUNTY-  
28 sponsored clients to COUNTY at monthly intervals by the tenth (10<sup>th</sup>) day of the following month, in a format

1 that is mutually agreed upon. In addition, CONTRACTOR shall provide details and attach documentation  
2 of each complaint with the log. CONTRACTOR shall post signs informing clients of their right to file a  
3 complaint or grievance. CONTRACTOR shall notify COUNTY of all incidents reportable to State licensing  
4 bodies that affect COUNTY clients within twenty-four (24) hours of receipt of a complaint.

5 Within ten (10) days after each incident or complaint affecting COUNTY clients, CONTRACTOR  
6 shall provide COUNTY with information relevant to the complaint, investigative details of the complaint, the  
7 complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint. In  
8 addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit H.1. CONTRACTOR  
9 shall file an incident report for all incidents involving clients, following the protocol and user guide identified  
10 in Exhibit H.2.

11 30. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION

12 This provision is only applicable if CONTRACTOR is disclosing entities, fiscal agents, or managed  
13 care entities, as defined in Code of Federal Regulations (C.F.R.), Title 42 §§ 455.101, 455.104 and  
14 455.106(a)(1),(2).

15 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2), the  
16 following information must be disclosed by CONTRACTOR by completing Exhibit K, "Disclosure of  
17 Ownership and Control Interest Statement", attached hereto and by this reference incorporated herein and  
18 made part of this Agreement. CONTRACTOR shall submit this form to the COUNTY's DBH within thirty  
19 (30) days of the effective date of this Agreement. Additionally, CONTRACTOR shall report any changes to  
20 this information within thirty-five (35) days of occurrence by completing Exhibit K. Submissions shall be  
21 scanned portable document format (pdf) copies and are to be sent via email to COUNTY's DBH assigned  
22 Staff Analyst.

23 CONTRACTOR is required to submit a set of fingerprints for any person with a five (5) percent or  
24 greater direct or indirect ownership interest in CONTRACTOR. COUNTY may terminate this Agreement  
25 where any person with a five (5) percent or greater direct or indirect ownership interest in the  
26 CONTRACTOR did not submit timely and accurate information and cooperate with any screening method  
27 required in CFR, Title 42, Section 455.416. Submissions shall be scanned pdf copies and are to be sent  
28 via email to [DBHContractedServicesDivision@fresnocountyca.gov](mailto:DBHContractedServicesDivision@fresnocountyca.gov). COUNTY may deny enrollment or

1 terminate this Agreement where any person with a five (5) percent or greater direct or indirect ownership  
2 interest in CONTRACTOR has been convicted of a criminal offense related to that person's involvement  
3 with the Medicare, Medicaid, or Title XXI program in the last ten (10) years.

4 31. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS

5 CONTRACTOR is required to disclose if any of the following conditions apply to them, their owners,  
6 officers, corporate managers, and partners (hereinafter collectively referred to in this Section as  
7 "CONTRACTOR"):

8 A. Within the three (3) year period preceding the Agreement award, they have been  
9 convicted of, or had a civil judgment rendered against them for:

- 10 1) Fraud or a criminal offense in connection with obtaining, attempting to  
11 obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- 12 2) Violation of a federal or state antitrust statute;
- 13 3) Embezzlement, theft, forgery, bribery, falsification, or destruction of  
14 records; or
- 15 4) False statements or receipt of stolen property.
- 16 5) Within the three (3) year period preceding the Agreement award, they  
17 have had a public transaction (federal, state, or local) terminated for cause or default.

18 Disclosure of the above information will not automatically eliminate CONTRACTOR from further  
19 business consideration. The information will be considered as part of the determination of whether to  
20 continue and/or renew this Agreement and any additional information or explanation that  
21 CONTRACTOR elects to submit with the disclosed information will be considered. If it is later  
22 determined that CONTRACTOR failed to disclose required information, any contract awarded to such  
23 CONTRACTOR may be immediately voided and terminated for material failure to comply with the terms  
24 and conditions of the award.

25 CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other  
26 Responsibility Matters- Primary Covered Transactions" in the form set forth in Exhibit L, attached hereto  
27 and by this reference incorporated herein and made part of this Agreement. Additionally,  
28 CONTRACTOR must immediately advise COUNTY's DBH in writing if, during the term of this

1 Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded, or ineligible for participation  
2 in Federal or State funded programs or from receiving federal funds as listed in the excluded parties' list  
3 system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to  
4 CONTRACTOR. CONTRACTOR shall indemnify, defend, and hold COUNTY harmless for any loss or  
5 damage resulting from a conviction, debarment, exclusion, ineligibility, or other matter listed in the  
6 signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

7 32. DISCLOSURE OF SELF-DEALING TRANSACTIONS

8 This provision is only applicable if a CONTRACTOR is operating as a corporation (a for-profit or  
9 non-profit corporation) or if during the term of this Agreement, CONTRACTOR changes its status to operate  
10 as a corporation.

11 Members of a CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that  
12 they are a party to while CONTRACTOR is providing goods or performing services under this Agreement. A  
13 self-dealing transaction shall mean a transaction to which CONTRACTOR is a party and in which one or  
14 more of its directors has a material financial interest. Members of the Board of Directors shall disclose any  
15 self-dealing transactions that they are a party to by completing and signing a "Self-Dealing Transaction  
16 Disclosure Form", attached hereto as Exhibit M and incorporated herein by reference and made part of this  
17 Agreement, and submitting it to COUNTY prior to commencing with the self-dealing transaction or  
18 immediately thereafter.

19 33. AUDITS AND INSPECTIONS

20 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may  
21 deem necessary, make available to the COUNTY for examination all of its records and data with respect to  
22 the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit  
23 the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S  
24 compliance with the terms of this Agreement.

25 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
26 the examination and audit of the California State Auditor for a period of three (3) years after final payment  
27 under contract (Government Code Section 8546.7).

28 ///

1           34.    NOTICES

2           The persons and their addresses having authority to give and receive notices under this Agreement  
3 include the following:

4                    COUNTY

5                    Director, Fresno County  
6                    Department of Behavioral Health  
                      1925 E Dakota Ave  
                      Fresno, CA 93726

CONTRACTOR

                      Executive Director  
                      RH Community Builders, LP  
                      2550 W Clinton Ave, Ste 142  
                      Fresno, CA 93705

7           All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
8 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
9 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
10 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
11 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
12 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
13 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
14 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
15 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
16 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
17 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
18 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
19 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
20 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
21 beginning with section 810).

22           35.    GOVERNING LAW

23           Venue for any action arising out of or related to this Agreement shall only be in Fresno County,  
24 California.

25           The rights and obligations of the parties and all interpretation and performance of this Agreement  
26 shall be governed in all respects by the laws of the State of California.

27           36.    ELECTRONIC SIGNATURE

28           The parties agree that this Agreement may be executed by electronic signature as provided in this

section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

### 37. ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

Exhibit A – Scope of Work

Exhibit B – DBH Guiding Principles of Care Delivery

Exhibit C – Budget and Budget Narrative

Exhibit D – FCMHCP (Contractor Code of Conduct and Ethics)

Exhibit E – Documentation Standards for Client Records

Exhibit F – State Mental Health Requirements

Exhibit G – FCMHP (Grievance and Appeals Process)

Exhibit H.1 – Protocol for Completion of Incident Report

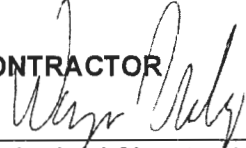
Exhibit H.2 – Incident Reviewer User Guide

1	Exhibit I – Fixed Asset and Sensitive Item Log
2	Exhibit J – National Standards for Culturally and Linguistically Appropriate Services
3	Exhibit K – Disclosure of Ownership and Control Interest Statement
4	Exhibit L – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
5	Exhibit M – Self-Dealing Transaction Disclosure Form
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first  
2 hereinabove written.

3  
4 **CONTRACTOR**

5   
6 (Authorized Signature)

7 Wayne Rutledge, Chief Executive Officer

8 Print Name & Title

9 RH Community Builders, LP

10 2550 W Clinton Ave #142

11 Fresno, CA 93705

12 Mailing Address

**COUNTY OF FRESNO**

  
Brian Pacheco, Chairman of the Board of  
Supervisors of the County of Fresno

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

13  
14  
15 By: 

Deputy

16 FOR ACCOUNTING USE ONLY:

17 Fund: 0001

18 Subclass: 10000

19 Organization: 5630/4816

20 Account/Program: 7295/0

**Master Leasing Program  
Scope of Work**

ORGANIZATION	RH Community Builders (RHCBS)	
CORPORATE ADDRESS	2550 W Clinton Ave #142 Fresno, CA 93705	
HOURS OF OPERATION	8AM to 4:30PM, Monday through Friday	
CONTRACT PERIOD	July 1, 2022 – June 30, 2027	
CONTRACT AMOUNT	FY 2022-2023	\$1,186,150
	FY 2023-2024	\$1,226,919
	FY 2024-2025	\$1,270,896
	FY 2025-2026	\$1,325,894
	FY 2026-2027	\$1,383,327
	Total	\$6,393,186
SERVICES	Property Management	

**TARGET POPULATION**

Adults (18 years and older) with a serious mental illness (SMI) who are homeless or at-risk of homelessness. Participants are referred by the Department of Behavioral Health (DBH) and its selected providers.

**DEFINITIONS OF HOMELESSNESS**

Homelessness is defined by the United States Department of Housing and Urban Development (HUD) in 4 categories: Literally Homeless, Imminent Risk (or At-Risk) of Homelessness, Homeless Under Other Federal Statutes, and Fleeing/Attempting to Flee Domestic Violence. These definitions will be used to assess who is qualified for the Master Leasing Program.

- Literally Homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - o Has a primary nighttime residence that is a public or private place not meant for human habitation;
  - o Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or
  - o Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
- Imminent/At-Risk of Homelessness: Individual or family who will imminently lose their primary nighttime residence, provided that:
  - o Residence will be lost within 14 days of the date of the application for homeless assistance;
  - o No subsequent residence has been identified; and
  - o The individual or family lacks the resources or support networks needed to obtain other permanent housing
- Homeless Under Other Federal Statutes: Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - o Are defined as homeless under the other listed federal statutes;
  - o Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;

- Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; and
- Can be expected to continue in such status for an extended period of time due to special needs or barriers
- Fleeing/Attempting to Flee Domestic Violence: Any individual or family who:
  - Is fleeing, or is attempting to flee, domestic violence;
  - Has no other residence; and
  - Lacks the resources or support networks to obtain other permanent housing

## **PROJECT DESCRIPTION**

The Master Leasing Program provides up to 68 temporary housing units to the target population. Once housed, persons served will receive property management services from RHCBS and supportive services from the Department of Behavioral Health (DBH) with a goal of removing barriers to obtaining and maintaining permanent housing within 2 years.

## **CONTRACTOR RESPONSIBILITIES**

### **I. ADMINISTRATIVE**

1. Provide DBH with copies of leases signed by persons served along with each invoice or as requested.
2. Provide staffing and overhead for coordination of move-ins, move-outs, and work orders, including after-hour calls.
3. Attend program and contract meetings coordinated by DBH.
4. Inform designated DBH staff of any concerns associated with tenants, such as conflict with neighbors or staff, falling behind on rent, or safety risks.

### **II. PROPERTY MANAGEMENT SERVICES**

1. Provide 68 rental housing units for target population to reside. Units must be in accordance with all federal, state, and local Fair Housing Laws/Regulations, State of California Landlord and Tenant Laws, and MHSA.
2. Ensure all units for target population are fully furnished. CONTRACTOR to provide COUNTY with an itemized list of the furniture purchased and maintained in the units.
3. Coordinate move-ins and move-outs, including informing designated DBH staff in advance of when these will occur.
4. Collect tenant-portion of rent, deposits, maintenance charges, and PG&E costs above allowance. These payments will be used to offset expenses invoiced to DBH.
5. Coordinate maintenance of units, including ordering and placement of furniture for all new tenants.
6. Conduct interior and exterior inspections of all units to ensure properties are being well maintained

## **COUNTY RESPONSIBILITIES**

### **I. ADMINISTRATIVE SERVICES**

1. Provide oversight of the Master Leasing Program. This includes coordination of meetings with RHCBS to discuss occupancy, invoices, programmatic concerns, measurable outcomes, and/or other items.
2. Designate a contact person for RHCBS to communicate with when necessary.
3. Pay rent for 68 units that have been reserved for the Master Leasing Program, regardless of occupancy
4. Refer target population to RHCBS for move-in when vacancies occur

5. Receive and analyze statistical data outcome information throughout the term of contract. DBH will notify RHCB when additional participation is required.
6. Perform income recertifications or income adjustments to ensure rent of persons served does not exceed 30% of their monthly income. All rent calculations must be in compliance with Mental Health Services Act (MHSA) guidelines.
7. Recognize that cultural responsiveness is a goal toward which professionals, agencies, and systems should strive. Becoming culturally responsiveness is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. DBH will assist program towards cultural and linguistic competency, DBH shall provide the following at no cost to RHCB
  - a. Technical assistance regarding cultural responsiveness requirements and sexual orientation and gender identity training.
  - b. Mandatory cultural responsiveness training including sexual orientation and gender identity and cultural sensitivity training for program personnel, at minimum once per year. DBH will provide technical assistance and when possible, training regarding the unique needs of the diverse population. Cultural responsiveness training recommendations will be based on trends in data collected and will be included in the counties Culturally Responsive Plan. Sensitivity to sexual orientation and gender identity is a basic cultural responsiveness principle and shall be included in the cultural responsiveness training(s). Literature suggests that the behavioral health needs of lesbian, gay, bisexual, and transgender (LGBT+) individuals may be at increased risk for behavioral disorders and behavioral health problems due to exposure to societal stressors such as stigmatization, prejudice and homophobic and/or transphobic violence. Social support may be critical for this population.
  - c. CONTRACTOR materials for public use on behavioral health and substance abuse services information shall be in DBH's current threshold languages (English, Spanish, and Hmong). Translation services and costs associated will be the responsibility of the vendor. Promotional and/or program materials shall be reviewed by DBH's Public Behavioral Health Division for branding requirements prior to implementation.

## **II. SUPPORTIVE SERVICES**

1. Facilitate a consultation with prospective tenants to explain the expectations of program participation
2. Send appropriate staff to attend lease signing, such as the Housing Coordinator or Housing Specialist
3. Provide staffing for supportive services to assist tenants with maintaining their housing in the program while removing barriers to obtaining permanent housing upon exit. Services include but are not limited to:
  - a. Act as liaison between persons served, treatment team, and RHCB as needed
  - b. Referring or linking persons served to employment, educational, and volunteer opportunities
  - c. Developing housing, budget, and safety plans
  - d. Locating permanent housing options that suit needs of persons served
  - e. Coordinating with treatment team in resolving conflict with other tenants, neighbors, or property management
  - f. Intake informal grievances from persons served and work with them to resolve the issue or assist in proceeding with the formal grievance process

### **III. EVICTION PROCESS**

DBH and RHCBS will collaborate to ensure that tenants are supported in maintaining their housing throughout the duration of the program. In the event that a tenant's actions result in a request to evict, RHCBS will ensure the following:

1. Person served has been given 72 Hours to address lease violations that would result in an eviction. RHCBS will communicate with designated DBH staff any notice of lease violations that tenants receive
2. All alternative options to address the behavior have been exhausted or have been deemed not feasible due to the severity of the violation(s)
3. Intent to evict person served has been communicated with designated DBH staff prior to noticing person served. This will be documented via email or meeting minutes
4. With limited exceptions, including immediate threat to the property, neighbors, or other residents, DBH must be agreeable to proceeding with a formal eviction process. This will be communicated in writing to RHCBS by a division manager or designee
5. Once agreeable to DBH, RHCBS will proceed with the formal eviction process
6. Prior to the eviction being finalized, DBH will assist person served to address the behaviors noted and locate housing. If agreeable to both parties, the eviction request may be dropped if lease violations have been sufficiently addressed

# **Fresno County Department of Behavioral Health**

## **Guiding Principles of Care Delivery**

### **DBH VISION:**

Health and well-being for our community.

### **DBH MISSION:**

DBH, in partnership with our diverse community, is dedicated to providing quality, culturally responsive, behavioral health services to promote wellness, recovery, and resiliency for individuals and families in our community.

### **DBH GOALS:**

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

### **GUIDING PRINCIPLES OF CARE DELIVERY:**

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

#### **1. Principle One - Timely Access & Integrated Services**

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed

- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships
- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and values and preferences of those we serve

- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery
- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the person's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach



- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes
- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2022-23

**PROGRAM EXPENSES**

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
	Direct Personnel Admin Salaries Subtotal	0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
	Direct Personnel Program Salaries Subtotal	0.00		\$ -	\$ -
			Admin	Program	Total
	Direct Personnel Salaries Subtotal	0.00	\$ -	\$ -	\$ -
Direct Employee Benefits					
Acct #	Description	Admin	Program	Total	
	Direct Employee Benefits Subtotal:	\$ -	\$ -	\$ -	
Direct Payroll Taxes & Expenses:					
Acct #	Description	Admin	Program	Total	
	Direct Payroll Taxes & Expenses Subtotal:	\$ -	\$ -	\$ -	
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total	
		\$ -	\$ -	\$ -	

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	#DIV/0!	#DIV/0!

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Expenses	120,000
2011	Rent	765,168
2012	Client Unit Maintenance Costs	72,000
2013	Legal Expenses	5,000
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 962,168

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
DIRECT OPERATING EXPENSES TOTAL:		\$ -

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ -

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Professional Property Management	\$ 223,982
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-

5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 223,982

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
INDIRECT EXPENSES TOTAL		\$ -

INDIRECT COST RATE	0.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES	\$ 1,186,150
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## PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
	Estimated Specialty Mental Health Services Billing Totals:	0		\$ -
	Estimated % of Clients who are Medi-Cal Beneficiaries			0%
	Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			-
	Federal Financial Participation (FFP) %		0%	-
MEDI-CAL FFP TOTAL				\$ -

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 65,442
REALIGNMENT TOTAL		\$ 65,442

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports	New Starts Program (Master Leasing Housing)	\$ 1,036,708
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 1,036,708

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Client Portion Rent	84,000
8405		-
OTHER REVENUE TOTAL		\$ 84,000

TOTAL PROGRAM FUNDING SOURCES:	\$ 1,186,150
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NET PROGRAM COST:	\$ -
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**Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2022-23 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
<b>1000: DIRECT SALARIES &amp; BENEFITS</b>			
		-	
	Administrative Positions	-	
	Program Positions	-	
	Direct Employee Benefits		
	Direct Payroll Taxes & Expenses:	-	

<b>2000: DIRECT CLIENT SUPPORT</b>		<b>962,168</b>	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Expenses	120,000	PG&E costs for gas and electric for all master leased apartments
2011	Rent	765,168	Fair Market Rate (FMR) or lower rent for all master lease units
2012	Client Unit Maintenance Costs	72,000	Costs of repairs to units on tenant caused damage and replacing furnishing in units for tenant use as needed
2013	Legal Expenses	5,000	Cost of eviction or other related legal fees for tenants from units
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

<b>3000: DIRECT OPERATING EXPENSES</b>	-
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<b>4000: DIRECT FACILITIES &amp; EQUIPMENT</b>	-
--	---

<b>5000: DIRECT SPECIAL EXPENSES</b>		<b>223,982</b>	
5001	Professional Property Management	223,982	Property Management Fee to provide all inclusive property management of 68 units master leased by Fresno County DBH. Fee includes staffing to carry out essential duties such as rent collection, responding to maintenance needs, and operational costs for the team.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	Other (specify)	-	
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

<b>6000: INDIRECT EXPENSES</b>	-
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<b>7000: DIRECT FIXED ASSETS</b>	-
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PROGRAM FUNDING SOURCES			
<b>8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)</b>			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 1,186,150

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 1,186,150

BUDGET CHECK: -

Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2023-24

**PROGRAM EXPENSES**

1000: DIRECT SALARIES & BENEFITS				
<b>Direct Employee Salaries</b>				
Acct #	Administrative Position	FTE	Admin	Program
	Direct Personnel Admin Salaries Subtotal	0.00	\$ -	\$ -
Acct #	Program Position	FTE	Admin	Program
	Direct Personnel Program Salaries Subtotal	0.00		\$ -
			Admin	Program
	Direct Personnel Salaries Subtotal	0.00	\$ -	\$ -
<b>Direct Employee Benefits</b>				
Acct #	Description		Admin	Program
	Direct Employee Benefits Subtotal:		\$ -	\$ -
<b>Direct Payroll Taxes &amp; Expenses:</b>				
Acct #	Description		Admin	Program
	Direct Payroll Taxes & Expenses Subtotal:		\$ -	\$ -
	<b>DIRECT EMPLOYEE SALARIES &amp; BENEFITS TOTAL:</b>		Admin	Program
			\$ -	\$ -

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	#DIV/0!	#DIV/0!

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Expenses	120,000
2011	Client Rent Expense	803,426
2012	Client Unit Maintenance Expenses	72,000
2013	Legal Expense	5,000
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
<b>DIRECT CLIENT CARE TOTAL</b>		<b>\$ 1,000,426</b>

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
<b>DIRECT OPERATING EXPENSES TOTAL:</b>		<b>\$ -</b>

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
<b>DIRECT FACILITIES/EQUIPMENT TOTAL:</b>		<b>\$ -</b>

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Professional Property Management	\$ 226,493
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-

5004	Translation Services	-
5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 226,493

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
INDIRECT EXPENSES TOTAL		\$ -

INDIRECT COST RATE	0.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES	\$ 1,226,919
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PROGRAM FUNDING SOURCES
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8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
Estimated Specialty Mental Health Services Billing Totals:		0		\$ -
Estimated % of Clients who are Medi-Cal Beneficiaries				0%
Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries				-
Federal Financial Participation (FFP) %				0%
MEDI-CAL FFP TOTAL				\$ -

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 106,211
REALIGNMENT TOTAL		\$ 106,211

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports	New Starts Program (Master Leasing Housing)	\$ 1,036,708
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 1,036,708

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Client Rent Portion	84,000
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 84,000

TOTAL PROGRAM FUNDING SOURCES:	\$ 1,226,919
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NET PROGRAM COST:	\$ -
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**Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2023-24 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
<b>1000: DIRECT SALARIES &amp; BENEFITS</b>		-	
	Administrative Positions	-	
	Program Positions	-	
	Direct Employee Benefits	-	
	Direct Payroll Taxes & Expenses:	-	

<b>2000: DIRECT CLIENT SUPPORT</b>		<b>1,000,426</b>	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Expenses	120,000	PG&E costs for gas and electric for all master leased apartments
2011	Client Rent Expense	803,426	Fair Market Rate (FMR) or lower rent for all master lease units
2012	Client Unit Maintenance Expenses	72,000	Costs of repairs to units on tenant caused damage and replacing furnishing in units for tenant use as needed
2013	Legal Expense	5,000	Cost of eviction or other related legal fees for tenants from units
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

<b>3000: DIRECT OPERATING EXPENSES</b>	-
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<b>4000: DIRECT FACILITIES &amp; EQUIPMENT</b>	-
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<b>5000: DIRECT SPECIAL EXPENSES</b>		<b>226,493</b>	
5001	Professional Property Management	226,493	Property Management Fee to provide all inclusive property management of 68 units master leased by Fresno County DBH. Fee includes staffing to carry out essential duties such as rent collection, responding to maintenance needs, and operational costs for the team.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	Other (specify)	-	
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

<b>6000: INDIRECT EXPENSES</b>	-
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<b>7000: DIRECT FIXED ASSETS</b>	-
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PROGRAM FUNDING SOURCES			
<b>8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)</b>			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 1,226,919

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 1,226,919

BUDGET CHECK: -

Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2024-25

**PROGRAM EXPENSES**

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
	Direct Personnel Admin Salaries Subtotal	0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
	Direct Personnel Program Salaries Subtotal	0.00		\$ -	\$ -
			Admin	Program	Total
	Direct Personnel Salaries Subtotal	0.00	\$ -	\$ -	\$ -
Direct Employee Benefits					
Acct #	Description	Admin	Program	Total	
	Direct Employee Benefits Subtotal:	\$ -	\$ -	\$ -	
Direct Payroll Taxes & Expenses:					
Acct #	Description	Admin	Program	Total	
	Direct Payroll Taxes & Expenses Subtotal:	\$ -	\$ -	\$ -	
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total	
		\$ -	\$ -	\$ -	

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	#DIV/0!	#DIV/0!

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Expenses	120,000
2011	Client Rent Expense	843,598
2012	Client Unit Maintenance Expenses	72,000
2013	Legal Expense	5,000
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 1,040,598

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
DIRECT OPERATING EXPENSES TOTAL:		\$ -

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ -

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Professional Property Management	\$ 230,298
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-



5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 230,298

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
INDIRECT EXPENSES TOTAL		\$ -

INDIRECT COST RATE	0.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES	\$ 1,270,896
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PROGRAM FUNDING SOURCES
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8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
	Estimated Specialty Mental Health Services Billing Totals:	0		\$ -
	Estimated % of Clients who are Medi-Cal Beneficiaries			0%
	Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			-
	Federal Financial Participation (FFP) %		0%	-
MEDI-CAL FFP TOTAL				\$ -

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 150,188
REALIGNMENT TOTAL		\$ 150,188

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports	New Starts Program (Master Leasing Housing)	\$ 1,036,708
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 1,036,708

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Client Rent Portion	84,000
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 84,000

TOTAL PROGRAM FUNDING SOURCES:	\$ 1,270,896
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NET PROGRAM COST:	\$ -
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**Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2024-25 Budget Narrative**

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
<b>1000: DIRECT SALARIES &amp; BENEFITS</b>		-	
	Administrative Positions	-	
	Program Positions	-	
	Direct Employee Benefits	-	
	Direct Payroll Taxes & Expenses:	-	

<b>2000: DIRECT CLIENT SUPPORT</b>		<b>1,040,598</b>	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Expenses	120,000	PG&E costs for gas and electric for all master leased apartments
2011	Client Rent Expense	843,598	Fair Market Rate (FMR) or lower rent for all master lease units
2012	Client Unit Maintenance Expenses	72,000	Costs of repairs to units on tenant caused damage and replacing furnishing in units for tenant use as needed
2013	Legal Expense	5,000	Cost of eviction or other related legal fees for tenants from units
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

<b>3000: DIRECT OPERATING EXPENSES</b>	-
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<b>4000: DIRECT FACILITIES &amp; EQUIPMENT</b>	-
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<b>5000: DIRECT SPECIAL EXPENSES</b>		<b>230,298</b>	
5001	Professional Property Management	230,298	Property Management Fee to provide all inclusive property management of 68 units master leased by Fresno County DBH. Fee includes staffing to carry out essential duties such as rent collection, responding to maintenance needs, and operational costs for the team.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	Other (specify)	-	
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

<b>6000: INDIRECT EXPENSES</b>	-
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<b>7000: DIRECT FIXED ASSETS</b>	-
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PROGRAM FUNDING SOURCES			
<b>8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)</b>			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 1,270,896

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 1,270,896

BUDGET CHECK: -

0

Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2025-26

**PROGRAM EXPENSES**

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
	Direct Personnel Admin Salaries Subtotal	0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
	Direct Personnel Program Salaries Subtotal	0.00		\$ -	\$ -
			Admin	Program	Total
	Direct Personnel Salaries Subtotal	0.00	\$ -	\$ -	\$ -
Direct Employee Benefits					
Acct #	Description		Admin	Program	Total
	Direct Employee Benefits Subtotal:	\$ -	\$ -	\$ -	\$ -
Direct Payroll Taxes & Expenses:					
Acct #	Description		Admin	Program	Total
	Direct Payroll Taxes & Expenses Subtotal:	\$ -	\$ -	\$ -	\$ -
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:			Admin	Program	Total
		\$ -	\$ -	\$ -	\$ -

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	#DIV/0!	#DIV/0!

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Expenses	123,600
2011	Client Rent Expense	885,778
2012	Client Unit Maintenance Expenses	74,160
2013	Legal Expense	5,150
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 1,088,688

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
DIRECT OPERATING EXPENSES TOTAL:		\$ -

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ -

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Professional Property Management	\$ 237,206
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-

5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 237,206

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
INDIRECT EXPENSES TOTAL		\$ -

INDIRECT COST RATE	0.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES	\$ 1,325,894
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### PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
	Estimated Specialty Mental Health Services Billing Totals:	0		\$ -
	Estimated % of Clients who are Medi-Cal Beneficiaries			0%
	Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			-
	Federal Financial Participation (FFP) %		0%	-
MEDI-CAL FFP TOTAL				\$ -

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 205,186
REALIGNMENT TOTAL		\$ 205,186

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports	New Starts Program (Master Leasing Housing)	\$ 1,036,708
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 1,036,708

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Client Rent Portion	84,000
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 84,000

TOTAL PROGRAM FUNDING SOURCES:	\$ 1,325,894
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NET PROGRAM COST:	\$ -
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**Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2025-26 Budget Narrative**

PROGRAM EXPENSE				
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE	
<b>1000: DIRECT SALARIES &amp; BENEFITS</b>		-		
	Administrative Positions	-		
	Program Positions	-		
	Direct Employee Benefits	-		
	Direct Payroll Taxes & Expenses:	-		

<b>2000: DIRECT CLIENT SUPPORT</b>		<b>1,088,688</b>		
2001	Child Care	-		
2002	Client Housing Support	-		
2003	Client Transportation & Support	-		
2004	Clothing, Food, & Hygiene	-		
2005	Education Support	-		
2006	Employment Support	-		
2007	Household Items for Clients	-		
2008	Medication Supports	-		
2009	Program Supplies - Medical	-		
2010	Utility Expenses	123,600	PG&E costs for gas and electric for all master leased apartments	
2011	Client Rent Expense	885,778	Fair Market Rate (FMR) or lower rent for all master lease units	
2012	Client Unit Maintenance Expenses	74,160	Costs of repairs to units on tenant caused damage and replacing furnishing in units for tenant use as needed	
2013	Legal Expense	5,150	Cost of eviction or other related legal fees for tenants from units	
2014	Other (specify)	-		
2015	Other (specify)	-		
2016	Other (specify)	-		

<b>3000: DIRECT OPERATING EXPENSES</b>		-		
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<b>4000: DIRECT FACILITIES &amp; EQUIPMENT</b>		-		
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<b>5000: DIRECT SPECIAL EXPENSES</b>		<b>237,206</b>		
5001	Professional Property Management	237,206	Property Management Fee to provide all inclusive property management of 68 units master leased by Fresno County DBH. Fee includes staffing to carry out essential duties such as rent collection, responding to maintenance needs, and operational costs for the team.	
5002	HMIS (Health Management Information System)	-		
5003	Contractual/Consulting Services (Specify)	-		
5004	Translation Services	-		
5005	Other (specify)	-		
5006	Other (specify)	-		
5007	Other (specify)	-		
5008	Other (specify)	-		

<b>6000: INDIRECT EXPENSES</b>		-		
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<b>7000: DIRECT FIXED ASSETS</b>		-		
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PROGRAM FUNDING SOURCES				
<b>8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)</b>				
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP		

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE: 1,325,894

TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE: 1,325,894

BUDGET CHECK: -

Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2026-27

**PROGRAM EXPENSES**

1000: DIRECT SALARIES & BENEFITS					
Direct Employee Salaries					
Acct #	Administrative Position	FTE	Admin	Program	Total
	Direct Personnel Admin Salaries Subtotal	0.00	\$ -		\$ -
Acct #	Program Position	FTE	Admin	Program	Total
	Direct Personnel Program Salaries Subtotal	0.00		\$ -	\$ -
			Admin	Program	Total
	Direct Personnel Salaries Subtotal	0.00	\$ -	\$ -	\$ -
Direct Employee Benefits					
Acct #	Description	Admin	Program	Total	
	Direct Employee Benefits Subtotal:	\$ -	\$ -	\$ -	
Direct Payroll Taxes & Expenses:					
Acct #	Description	Admin	Program	Total	
	Direct Payroll Taxes & Expenses Subtotal:	\$ -	\$ -	\$ -	
DIRECT EMPLOYEE SALARIES & BENEFITS TOTAL:		Admin	Program	Total	
		\$ -	\$ -	\$ -	

DIRECT EMPLOYEE SALARIES & BENEFITS PERCENTAGE:	Admin	Program
	#DIV/0!	#DIV/0!

2000: DIRECT CLIENT SUPPORT		
Acct #	Line Item Description	Amount
2001	Child Care	\$ -
2002	Client Housing Support	-
2003	Client Transportation & Support	-
2004	Clothing, Food, & Hygiene	-
2005	Education Support	-
2006	Employment Support	-
2007	Household Items for Clients	-
2008	Medication Supports	-
2009	Program Supplies - Medical	-
2010	Utility Expenses	127,308
2011	Client Rent Expense	930,006
2012	Client Unit Maintenance Expenses	76,385
2013	Legal Expense	5,305
2014	Other (specify)	-
2015	Other (specify)	-
2016	Other (specify)	-
DIRECT CLIENT CARE TOTAL		\$ 1,139,004

3000: DIRECT OPERATING EXPENSES		
Acct #	Line Item Description	Amount
DIRECT OPERATING EXPENSES TOTAL:		\$ -

4000: DIRECT FACILITIES & EQUIPMENT		
Acct #	Line Item Description	Amount
DIRECT FACILITIES/EQUIPMENT TOTAL:		\$ -

5000: DIRECT SPECIAL EXPENSES		
Acct #	Line Item Description	Amount
5001	Professional Property Management	\$ 244,323
5002	HMIS (Health Management Information System)	-
5003	Contractual/Consulting Services (Specify)	-
5004	Translation Services	-

5005	Other (specify)	-
5006	Other (specify)	-
5007	Other (specify)	-
5008	Other (specify)	-
DIRECT SPECIAL EXPENSES TOTAL:		\$ 244,323

6000: INDIRECT EXPENSES		
Acct #	Line Item Description	Amount
	Administrative Overhead	
6001	Use this line and only this line for approved indirect cost rate	\$ -
	Administrative Overhead	
INDIRECT EXPENSES TOTAL		\$ -

INDIRECT COST RATE	0.00%
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7000: DIRECT FIXED ASSETS		
Acct #	Line Item Description	Amount
FIXED ASSETS EXPENSES TOTAL		\$ -

TOTAL PROGRAM EXPENSES	\$ 1,383,327
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### PROGRAM FUNDING SOURCES

8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)				
Acct #	Line Item Description	Service Units	Rate	Amount
	Estimated Specialty Mental Health Services Billing Totals:	0		\$ -
	Estimated % of Clients who are Medi-Cal Beneficiaries			0%
	Estimated Total Cost of Specialty Mental Health Services Provided to Medi-Cal Beneficiaries			-
	Federal Financial Participation (FFP) %		0%	-
MEDI-CAL FFP TOTAL				\$ -

8100 - SUBSTANCE USE DISORDER FUNDS		
Acct #	Line Item Description	Amount
8101	Drug Medi-Cal	\$ -
8102	SABG	\$ -
SUBSTANCE USE DISORDER FUNDS TOTAL		\$ -

8200 - REALIGNMENT		
Acct #	Line Item Description	Amount
8201	Realignment	\$ 262,619
REALIGNMENT TOTAL		\$ 262,619

8300 - MENTAL HEALTH SERVICE ACT (MHSA)			
Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports	New Starts Program (Master Leasing Housing)	\$ 1,036,708
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
MHSA TOTAL			\$ 1,036,708

8400 - OTHER REVENUE		
Acct #	Line Item Description	Amount
8401	Client Fees	\$ -
8402	Client Insurance	-
8403	Grants (Specify)	-
8404	Client Rent Portion	84,000
8405	Other (Specify)	-
OTHER REVENUE TOTAL		\$ 84,000

TOTAL PROGRAM FUNDING SOURCES:	\$ 1,383,327
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NET PROGRAM COST:	\$ -
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Master Leasing Program  
RH Community Builders  
Fiscal Year (FY) 2026-27 Budget Narrative

PROGRAM EXPENSE			
ACCT #	LINE ITEM	AMT	DETAILED DESCRIPTION OF ITEMS BUDGETED IN EACH ACCOUNT LINE
<b>1000: DIRECT SALARIES &amp; BENEFITS</b>		-	
	Administrative Positions	-	
	Program Positions	-	
	Direct Employee Benefits	-	
	Direct Payroll Taxes & Expenses:	-	

<b>2000: DIRECT CLIENT SUPPORT</b>		<b>1,139,004</b>	
2001	Child Care	-	
2002	Client Housing Support	-	
2003	Client Transportation & Support	-	
2004	Clothing, Food, & Hygiene	-	
2005	Education Support	-	
2006	Employment Support	-	
2007	Household Items for Clients	-	
2008	Medication Supports	-	
2009	Program Supplies - Medical	-	
2010	Utility Expenses	127,308	PG&E costs for gas and electric for all master leased apartments
2011	Client Rent Expense	930,006	Fair Market Rate (FMR) or lower rent for all master lease units
2012	Client Unit Maintenance Expenses	76,385	Costs of repairs to units on tenant caused damage and replacing furnishing in units for tenant use as needed
2013	Legal Expense	5,305	Cost of eviction or other related legal fees for tenants from units
2014	Other (specify)	-	
2015	Other (specify)	-	
2016	Other (specify)	-	

<b>3000: DIRECT OPERATING EXPENSES</b>		-	
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<b>4000: DIRECT FACILITIES &amp; EQUIPMENT</b>		-	
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<b>5000: DIRECT SPECIAL EXPENSES</b>		<b>244,323</b>	
5001	Professional Property Management	244,323	Property Management Fee to provide all inclusive property management of 68 units master leased by Fresno County DBH. Fee includes staffing to carry out essential duties such as rent collection, responding to maintenance needs, and operational costs for the team.
5002	HMIS (Health Management Information System)	-	
5003	Contractual/Consulting Services (Specify)	-	
5004	Translation Services	-	
5005	Other (specify)	-	
5006	Other (specify)	-	
5007	Other (specify)	-	
5008	Other (specify)	-	

<b>6000: INDIRECT EXPENSES</b>		-	
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<b>7000: DIRECT FIXED ASSETS</b>		-	
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PROGRAM FUNDING SOURCES			
<b>8000 - SHORT/DOYLE MEDI-CAL (FEDERAL FINANCIAL PARTICIPATION)</b>			
ACCT #	LINE ITEM	PROVIDE DETAILS OF METHODOLOGY(IES) USED IN DETERMINING MEDI-CAL SERVICE RATES AND/OR SERVICE UNITS, IF APPLICABLE AND/OR AS REQUIRED BY THE RFP	

TOTAL PROGRAM EXPENSE FROM BUDGET NARRATIVE:	1,383,327
TOTAL PROGRAM EXPENSES FROM BUDGET TEMPLATE:	1,383,327
BUDGET CHECK:	-



**FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM**  
*CONTRACTOR CODE OF CONDUCT AND ETHICS*

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of mental health services. Mental health contractors and the manner in which they conduct themselves are a vital part of this commitment.

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor and its employees and subcontractors shall comply. CONTRACTOR(S) shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, CONTRACTOR(S), CONTRACTOR(S)' employees and subcontractors must sign the Contractor Acknowledgment and Agreement form and return this form to the Compliance Officer or designee.

**Contractor and its employees and subcontractor shall:**

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for mental health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the COUNTY and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the COUNTY.
3. Treat COUNTY employees, consumers, and other mental health contractors fairly and with respect.
4. NOT engage in any activity in violation of the COUNTY's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.

7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in claims or billing are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by COUNTY employees or other mental health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable law, regulation, rule or guideline. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the COUNTY. CONTRACTOR(S) may report anonymously.
10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible person and therefore excluded from participation in the Federal Health Care Programs.

## Fresno County Mental Health Compliance Program

### Contractor Acknowledgment and Agreement

I hereby acknowledge that I have received, read and understand the Contractor Code of Conduct and Ethics. I hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

I understand and accept my responsibilities under this Agreement. I further understand that any violation of the Contractor Code of Conduct and Ethics or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of the Contractor Code of Conduct and Ethics or the Compliance Program may result in termination of my agreement with Fresno County. I further understand that Fresno County will report me to the appropriate Federal or State agency.

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#### For Individual Providers

Name (print): \_\_\_\_\_

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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#### For Group or Organizational Providers

Group/Org. Name (print): \_\_\_\_\_

Employee Name (print): \_\_\_\_\_

Discipline: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

☐ Other: \_\_\_\_\_

Job Title (if different from Discipline): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **DOCUMENTATION STANDARDS FOR CLIENT RECORDS**

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics. All medical records shall be maintained for a minimum of 10 years from the date of the end of the Agreement.

### **A. Assessments**

1. The following areas will be included as appropriate as a part of a comprehensive client record.
  - Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
  - Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
  - Documentation will describe client's strengths in achieving client plan goals.
  - Special status situations that present a risk to clients or others will be prominently documented and updated as appropriate.
  - Documentations will include medications that have been described by mental health plan physicians, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
  - Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented.
  - A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultations reports.
  - For children and adolescents, pre-natal and perinatal events and complete developmental history will be documented.
  - Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
  - A relevant mental status examination will be documented.
  - A DSM-5 diagnosis, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.

## 2. Timeliness/Frequency Standard for Assessment

- An assessment will be completed at intake and updated as needed to document changes in the client's condition.
- Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

## B. Client Plans

### 1. Client plans will:

- have specific observable and/or specific quantifiable goals
- identify the proposed type(s) of intervention
- have a proposed duration of intervention(s)
- be signed (or electronic equivalent) by:
  - the person providing the service(s), or
  - a person representing a team or program providing services, or
  - a person representing the MHP providing services
  - when the client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
    - a physician
    - a licensed/ "waivered" psychologist
    - a licensed/ "associate" social worker
    - a licensed/ registered/marriage and family therapist or
    - a registered nurse
- In addition,
  - Client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client's participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.

- Client signature on the plan will be used as the means by which the CONTRACTOR documents the participation of the client.
- When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
- The CONTRACTOR will give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan:

- Will be updated at least annually.
- The CONTRACTOR(S) will establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.

C. Progress Notes

1. Items that must be contained in the client record related to the client's progress in treatment include:

- The client record will provide timely documentation of relevant aspects of client care.
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions.
- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable.
- All entries will include the date services were provided.
- The record will be legible.
- The client record will document follow-up care, or as appropriate, a discharge summary.

2. Timeliness/Frequency of Progress Notes:

- Progress notes shall be documented at the frequency by type of service indicated below:
  - a. Every Service Contact
    - Mental Health Services
    - Medication Support Services
    - Crisis Intervention

## STATE MENTAL HEALTH REQUIREMENTS

### 1. **CONTROL REQUIREMENTS**

The COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

### 2. **PROFESSIONAL LICENSURE**

All (professional level) persons employed by the COUNTY Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

### 3. **CONFIDENTIALITY**

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

### 4. **NON-DISCRIMINATION**

#### A. **Eligibility for Services**

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

#### B. **Employment Opportunity**

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. **PATIENTS' RIGHTS**

CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

**STATE CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: CONTRACTOR has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code§ 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on this Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and



CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two (2) year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

CONTRACTOR agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
  - a. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
- 7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.3.
- 8. GENDER IDENTITY: For contracts of \$100,000 or more, CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code Section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

- 1. CONFLICT OF INTEREST: CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

#### Current State Employees (Pub. Contract Code §10410):

- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

#### Former State Employees (Pub. Contract Code §10411):

- a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as

the proposed contract within the twelve (12) month period prior to his or her leaving state service.

If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.
9. INSPECTION and Audit of Records and access to Facilities.

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of CONTRACTOR or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at § 455.436 of this chapter, the State must confirm the identity and determine the exclusion status of CONTRACTOR, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of CONTRACTOR through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the CONTRACTOR and take action consistent with § 438.610(c).

The State must ensure that CONTRACTOR with which the State contracts under this part is not located outside of the United States and that no claims paid by a CONTRACTOR to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.

## **FRESNO COUNTY MENTAL HEALTH PLAN**

### **Grievances**

Fresno County Mental Health Plan (MHP) provides beneficiaries with a grievance and appeal process and an expedited appeal process to resolve grievances and disputes at the earliest and the lowest possible level.

Title 9 of the California Code of Regulations requires that the MHP and its fee-for-service providers give verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a grievance about services
- How to file for a State Fair Hearing

The MHP has developed a Consumer Guide, a beneficiary rights poster, a grievance form, an appeal form, and Request for Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' offices of service.

Please note that all fee-for-service providers and contract agencies are required to give the individuals served copies of all current beneficiary information annually at the time their treatment plans are updated and at intake.

Beneficiaries have the right to use the grievance and/or appeal process without any penalty, change in mental health services, or any form of retaliation. All Medi-Cal beneficiaries can file an appeal or state hearing.

Grievances and appeals forms and self addressed envelopes must be available for beneficiaries to pick up at all provider sites without having to make a verbal or written request. Forms can be sent to the following address:

Fresno County Mental Health Plan  
P.O. Box 45003  
Fresno, CA 93718-9886  
(800) 654-3937 (for more information)  
(559) 488-3055 (TTY)

### **Provider Problem Resolution and Appeals Process**

The MHP uses a simple, informal procedure in identifying and resolving provider concerns and problems regarding payment authorization issues, other complaints and concerns.

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern.

The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

Formal provider appeal process – the provider has the right to access the provider appeal process at any time before, during, or after the provider problem resolution process has begun, when the complaint concerns a denied or modified request for MHP payment authorization, or the process or payment of a provider's claim to the MHP.

Payment authorization issues – the provider may appeal a denied or modified request for payment authorization or a dispute with the MHP regarding the processing or payment of a provider's claim to the MHP. The written appeal must be submitted to the MHP within 90 calendar days of the date of the receipt of the non-approval of payment.

The MHP shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

If the appeal concerns a denial or modification of payment authorization request, the MHP utilizes a Managed Care staff who was not involved in the initial denial or modification decision to determine the appeal decision.

If the Managed Care staff reverses the appealed decision, the provider will be asked to submit a revised request for payment within 30 calendar days of receipt of the decision

Other complaints – if there are other issues or complaints, which are not related to payment authorization issues, providers are encouraged to send a letter of complaint to the MHP. The provider will receive a written response from the MHP within 60 calendar days of receipt of the complaint. The decision rendered by the MHP is final.

## INCIDENT REPORTING

### PROTOCOL FOR COMPLETION OF INCIDENT REPORT

The Incident Report must be completed for all incidents involving individuals served through DBH's current incident reporting portal, Logic Manager, at <https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

- The reporting portal is available 24 hours a day, every day.
- Any employee of the CONTRACTOR can submit an incident using the reporting portal at any time. No login is required.
- The designated administrator of the CONTRACTOR can add information to the follow up section of the report after submission.
- When an employee submits an incident within 24 hours from the time of the incident or first knowledge of the incident, the CONTRACTOR's designated administrator, the assigned contract analyst and the Incident Reporting email inbox will be notified immediately via email from the Logic Manager system that there is a new incident to review.
- Meeting the 24 hour incident reporting requirements will be easier as there are no signatures to collect.
- The user guide attached identifies the reporting process and the reviewer process, and is subject to updates based on DBH's selected incident reporting portal system.

Questions about incident reporting, how to use the incident reporting portal, or designating/changing the name of the administrator who will review incidents for the CONTRACTOR should be emailed to [DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov) and the assigned contract analyst.

**Mental Health Plan (MHP) and Substance Use Disorder (SUD) services  
Incident Reporting System**



## **INCIDENT REVIEWER ROLE – User Guide**

Fresno County Department of Behavioral Health (DBH) requires all of its county-operated and contracted providers (through the Mental Health Plan (MHP) and Substance Use Disorder (SUD) services) to complete a written report of any incidents compromising the health and safety of persons served, employees, or community members.

Yes! Incident reports will now be made through an online reporting portal hosted by Logic Manager. It's an easier way for any employee to report an incident at any time. A few highlights:

- No supervisor signature is immediately required.
- Additional information can be added to the report by the program supervisor/manager without having to resubmit the incident.
- When an incident is submitted, the assigned contract analyst, program supervisor/manager, clinical supervisor and the DBHIncidentReporting mailbox automatically receives an email notification of a new incident and can log in any time to review the incident. Everything that was on the original paper/electronic form matches the online form.
- Do away with submitting a paper version with a signature.
- This online submission allows for timely action for the health and safety of the persons-served, as well as compliance with state reporting timelines when necessary.

As an Incident Reviewer, the responsibility is to:

- Log in to Logic Manager and review incident submitted within 48 hours of notification of incident.
- Review incident for clarity, missing information and add in additional information deemed appropriate.
- Notify [DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov) if there is additional information to be report after initial submission
- Contact [DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov) if there are any concerns, questions or comments with Logic Manager or incident reporting.

### ***Below is the link to report incidents***

<https://fresnodbh.logicmanager.com/incidents/?t=9&p=1&k=182be0c5cdcd5072bb1864cdee4d3d6e>

The link will take employees to the reporting screen to begin incident submission:



## Incident Report

Please complete this form

### Client Information

Name of Facility\*

Select option

Name of Reporting Party\*

Enter text

Facility Address\*

Enter text

Facility Phone Number\*

Enter text

Mental Health or Substance Use Disorder Program?\*

Select option

Client First Name\*

Enter text

Client Last Name\*

Enter text

Enter text

Client Date of Birth

mm/dd/yyyy

Client Address

Enter text

Client ID

Enter text

Gender\*

Select an option

County of Origin\*

Select an option

### Summary

Subject ID

Enter text

Incident (check all that apply)\*

Select an option

If Other-specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardize the welfare and safety of clients, staff and /or members of the community):

Enter text

Description of the incident\*

Enter text

Similar to the paper version, multiple incident categories can be selected

Incident (check all that apply)\*

Medical Emergency ✕ Death of Client ✕ |

Homicide/Homicide Attempt

AWOL/Elopement from locked facility

Violence/Abuse/Assault (toward others, client and/or property)

Attempted Suicide (resulting in serious injury)

Injury (self-inflicted or by accident)

Medication Error

← → ↻ 🏠 [fresnodbh.logicmanager.com/incidents/?t=98p=1&k=182be0c5cdcd5072bb1864cdee4d3cd6e](https://fresnodbh.logicmanager.com/incidents/?t=98p=1&k=182be0c5cdcd5072bb1864cdee4d3cd6e)

Date of Incident\*

mm/dd/yyyy

Time of Incident\*

Enter time

Location of Incident\*

Enter text


Key People Directly Involved in Incident (witnesses, staff)\*

Enter text

Did the Injured Party seek Medical Attention?

Buttons: ☐ No ☐ Yes

Attach any additional details

 [Add File](#) or Drop File Here

Reported By Name\*

Enter text

Reported By Email\*

Enter text

Reported On

10/30/2019

As another bonus feature, either drag files (such as a copy of a UOR, additional statements/document) or click on Add File to upload a file.

The screenshot shows a web browser window with the URL `fresnodbh.logicmanager.com/incidents/21-92p-18k-182be0c5cdcd5072bb1864cdee4d3d6e`. The form contains the following fields:

- Reported By Name\***: Text input field.
- Reported By Email\***: Text input field.
- Reported On**: Date field with the value `10/30/2019`.
- Follow Up**: Section header.
- Action Taken (check all that apply)\***: Multi-select dropdown menu.
- Please specify if other**: Text input field.
- Description of Action Taken\***: Text input field.
- Outcome\***: Text input field.
- SUBMIT**: Large green button at the bottom.

A red arrow points from the text "Add File to upload a file." to a yellow button labeled "Add File or Drop File Here" located above the "Reported By Name\*" field.

Similar to the paper version, multiple Action Taken categories can be selected.

This screenshot shows the "Follow Up" section of the form. The "Action Taken (check all that apply)\*" dropdown menu is open, displaying a list of selected categories:

- Law Enforcement Contacted
- Called 911/EMS
- Consulted with Physician
- First Aid/CPR Administered
- Client removed from building
- Parent/Legal Guardian Contacted
- Other

When done entering all the information, simply click submit.

Any fields that have a red asterisk, require information and will prevent submission of the form if left blank.

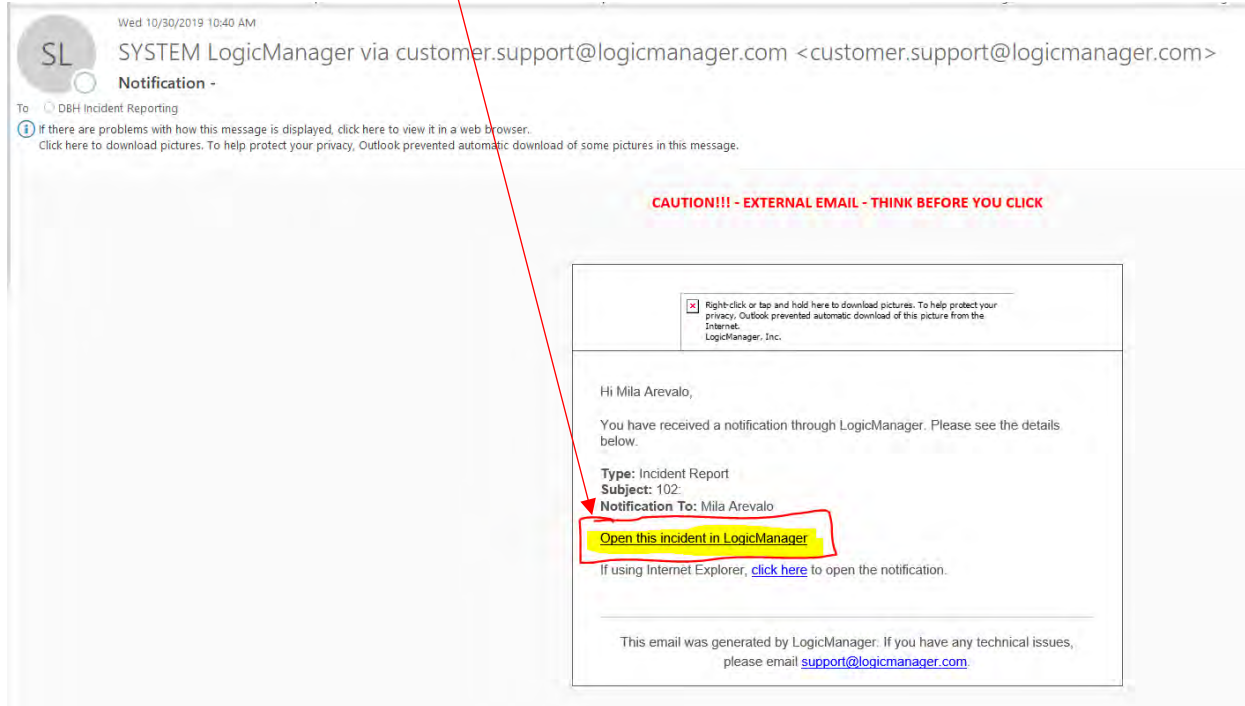
This screenshot shows the "Outcome\*" field and the "SUBMIT" button. A red arrow points from the text "Any fields that have a red asterisk, require information and will prevent submission of the form if left blank." to the red asterisk on the "Outcome\*" label. Another red arrow points from the text "When done entering all the information, simply click submit." to the "SUBMIT" button.

A "Thank you for your submission" statement will pop up if an incident is successfully submitted. Click "Reload the Form" to submit another incident.

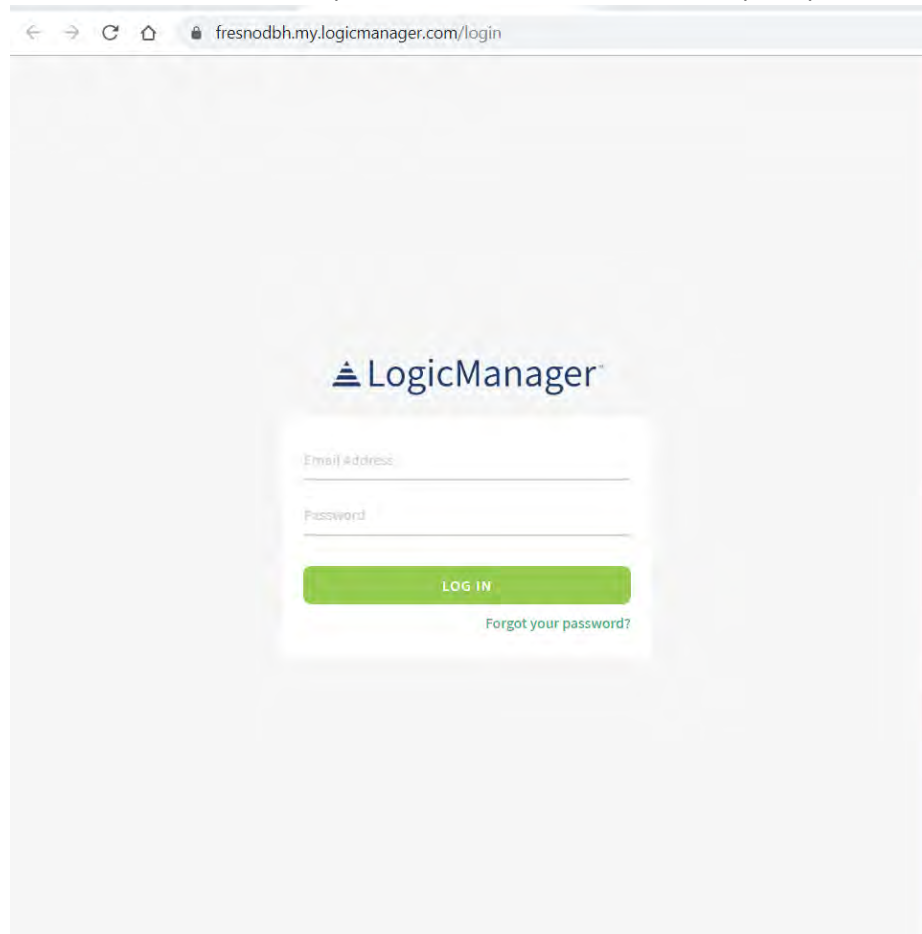
Thank you for your submission!

RELOAD THE FORM

A Notification email will be received when a new incident is reported, or a new comment has been made regarding an incident. Click on “Open this incident in Logic Manager” and the Logic Manager login screen will show.

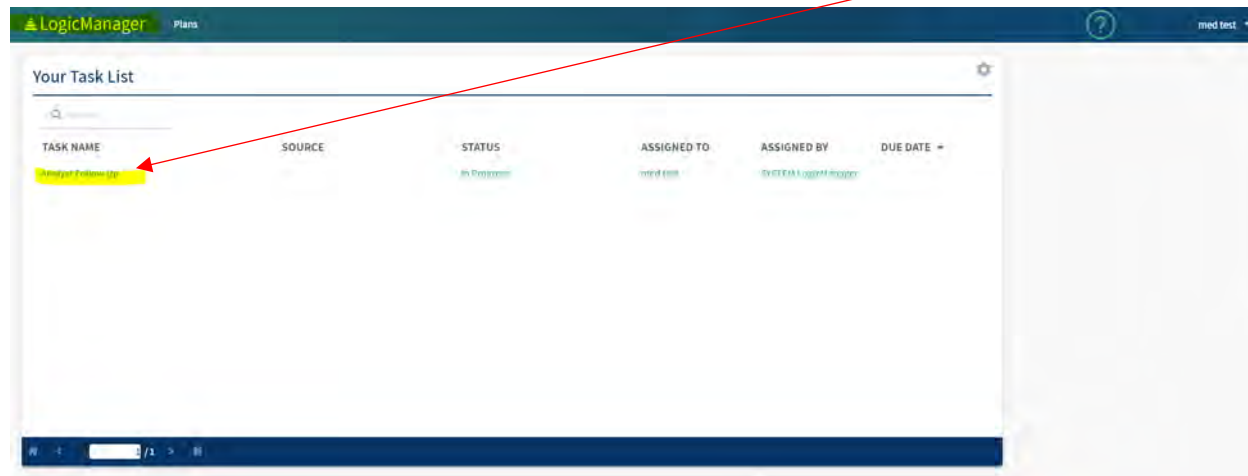


Enter in email address and password. First time users will be prompted to set up a password.



The image shows a web browser window with the address bar displaying "fresnodbh.my.logicmanager.com/login". The page features the LogicManager logo at the top. Below the logo is a login form with two input fields: "Email Address" and "Password". A green "LOG IN" button is positioned below the password field. A link labeled "Forgot your password?" is located below the "LOG IN" button.

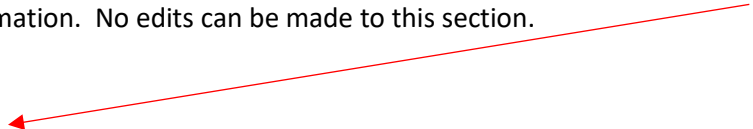
Once logged in, the main screen will show reviewer task (incidents to review). Click on analyst/supervisor follow up to view the incident.



The image shows the main screen of the LogicManager application. The header bar is dark blue and contains the LogicManager logo, a "Plans" link, a help icon, and a "med test" dropdown menu. The main content area is titled "Your Task List" and contains a table with the following columns: TASK NAME, SOURCE, STATUS, ASSIGNED TO, ASSIGNED BY, and DUE DATE. The first row of the table has the following values: "Analyst Follow Up" (highlighted in yellow), "Incident", "In Progress", "med test", "med test", and "med test". A red arrow points from the text "Click on analyst/supervisor follow up" to the "Analyst Follow Up" task name.

TASK NAME	SOURCE	STATUS	ASSIGNED TO	ASSIGNED BY	DUE DATE
Analyst Follow Up	Incident	In Progress	med test	med test	med test

This screen below will then pop up. There are 5 tabs to navigate through. **Client information** will show the client and facility information. No edits can be made to this section.



**Analyst Follow Up**

Task Details **Client Information** Summary Follow up Documents

Name of Facility\*  
AA TEST FACILITY AA

Name of Reporting Party\*  
V

Facility Address\*  
V

Facility Phone Number\*  
V

Mental Health or Substance Use Disorder Program?  
Mental Health

Client First Name\*  
V

Client Last Name\*  
V

Client Middle Initial\*  
V

Task ID: 313 Source: ECT: null

CANCEL EDIT **SUBMIT**

The next tab is **Summary**: No edits can be made to this section.

**Analyst Follow Up**

Task Details Client Information **Summary** Follow up Documents

Subject\*  
f

Incident (check all that apply)\*  
Suicidal Client X

If Other specify (i.e. fire, poisoning, epidemic outbreaks, other catastrophes/events that jeopardizes the welfare and safety of clients, staff and/or members of the community):

Description of the incident\*  
f

Date of Incident\*  
10/30/2019

Time of Incident\*  
f

Location of Incident\*  
f

Task ID: 313 Source: 103: null

CANCEL **SAVE** **SUBMIT**

The next tab is **Follow up**: This section can be edited. Add to the areas below or make corrections to these fields. Be sure to click **SAVE** when edits are made. Then **Cancel** to Exit out of the incident.

**Analyst Follow Up**

Task Details Client Information Summary **Follow Up** Documents

Action Taken (check all that apply):  
☒ Law Enforcement Contacted X

Please specify if other:

Description of Action Taken:

Outcome:

added information  
 Cause of death - cause per coroner 10-31-14

Task ID: 313 Source: 103; null


CANCEL **SAVE** **SUBMIT**

The next tab is **Documents**: View and add attachments to the incident. Be sure to click **SAVE** when adding documents. Then *Cancel* to Exit out of the incident.

**Analyst Follow Up**

Task Details Client Information Summary Follow Up **Documents**

Search Add Document

Name	Type	Source	Upload Date	Uploaded By
 No documents yet. Drop files here or click on the Add Document dropdown.				

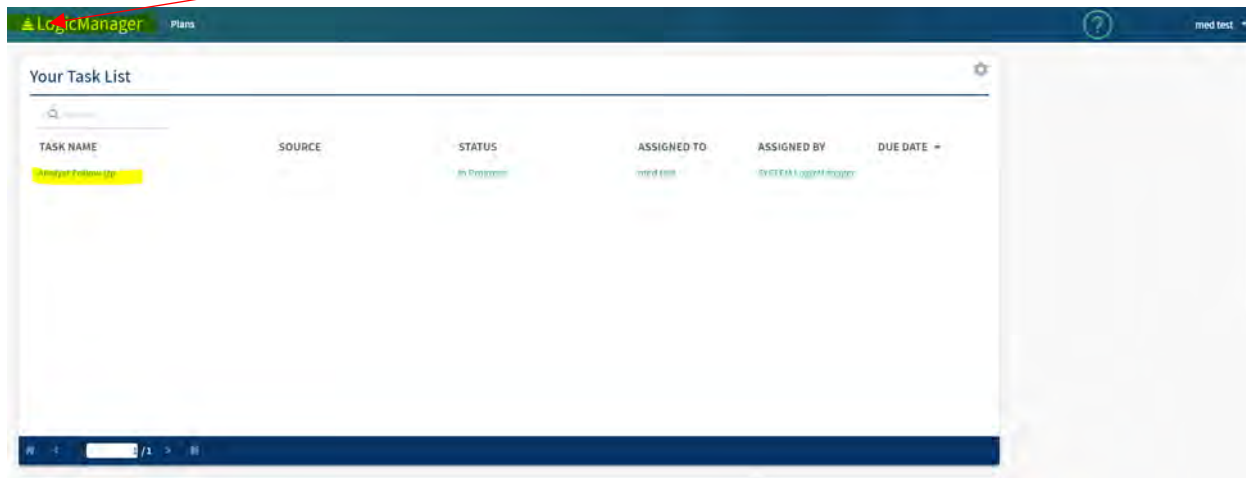
Task ID: 313 Source: 103; null

CANCEL **SAVE** **SUBMIT**

If all tasks are followed up with and the incident no longer needs further review/information, click **SUBMIT**. Once submitted, the incident will be removed from the task list and no further edits can be made. Notice the **SUBMIT** button is on every tab. If further information needs to be included, email

[DBHIncidentReporting@fresnocountyca.gov](mailto:DBHIncidentReporting@fresnocountyca.gov)

To get back to the home view, click on the Logic Manager icon at any time. Any incidents that still need review will show on this screen, click on the next incident and start the review process again.



The screenshot shows the 'Logic Manager' application interface. The top header bar is dark blue with the 'LogicManager' logo on the left, a 'Plans' link, a help icon, and a 'med test' dropdown on the right. Below the header, the main content area is titled 'Your Task List' and contains a table with the following columns: TASK NAME, SOURCE, STATUS, ASSIGNED TO, ASSIGNED BY, and DUE DATE. A single task is listed with a yellow highlight on the task name 'Developed Problem Log', a status of 'In Progress', and an assigned to 'med test'. The assigned by is 'System Logic Manager'. The bottom of the screen shows a Windows taskbar with a search bar and navigation icons.

TASK NAME	SOURCE	STATUS	ASSIGNED TO	ASSIGNED BY	DUE DATE
Developed Problem Log		In Progress	med test	System Logic Manager	



## ASSET LOG

Program:  
Contract #:  
Contact Name & No.:

Exhibit I  
Page 1 of 1

[illegible]

# National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

## Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

## Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

## Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

## Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.



# The Case for the National CLAS Standards

Health equity is the attainment of the highest level of health for all people.<sup>1</sup> Currently, individuals across the United States from various cultural backgrounds are unable to attain their highest level of health for several reasons, including the social determinants of health, or those conditions in which individuals are born, grow, live, work, and age,<sup>2</sup> such as socioeconomic status, education level, and the availability of health services.<sup>3</sup>

Though health inequities are directly related to the existence of historical and current discrimination and social injustice, one of the most modifiable factors is the lack of culturally and linguistically appropriate services, broadly defined as care and services that are respectful of and responsive to the cultural and linguistic needs of all individuals.

Health inequities result in disparities that directly affect the quality of life for all individuals. Health disparities adversely affect neighborhoods, communities, and the broader society, thus making the issue not only an individual concern but also a public health concern. In the United States, it has been estimated that the combined cost of health disparities and subsequent deaths due to inadequate and/or inequitable care is \$1.24 trillion.<sup>4</sup>

Culturally and linguistically appropriate services are increasingly recognized as effective in improving the quality of care and services.<sup>5,6</sup> By providing a structure to implement culturally and linguistically appropriate services, the National CLAS Standards will improve an organization's ability to address health care disparities.

The National CLAS Standards align with the HHS Action Plan to Reduce Racial and Ethnic Health Disparities<sup>7</sup> and the National Stakeholder Strategy for Achieving Health Equity,<sup>8</sup> which aim to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial and ethnic health disparities across the country.

Similar to these initiatives, the National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Adoption of these Standards will help advance better health and health care in the United States.

**Of all the forms of inequality, injustice in health care is the most shocking and inhumane.**

— Dr. Martin Luther King, Jr.

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## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

Name of entity		D/B/A		
Address (number, street)		City	State	ZIP code
CLIA number	Taxpayer ID number (EIN)	Telephone number (       )		

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX? ..... | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only) .....                                   | <input type="checkbox"/> | <input type="checkbox"/> |

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

NAME	ADDRESS	EIN

- B. Type of entity:    ☐ Sole proprietorship                      ☐ Partnership                      ☐ Corporation  
                              ☐ Unincorporated Associations                      ☐ Other (specify) \_\_\_\_\_
- C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."
- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. .... ☐ ☐

NAME	ADDRESS	PROVIDER NUMBER

YES NO

- IV. A. Has there been a change in ownership or control within the last year? ..... ☐ ☐  
If yes, give date. \_\_\_\_\_
- B. Do you anticipate any change of ownership or control within the year?..... ☐ ☐  
If yes, when? \_\_\_\_\_
- C. Do you anticipate filing for bankruptcy within the year?..... ☐ ☐  
If yes, when? \_\_\_\_\_
- V. Is the facility operated by a management company or leased in whole or part by another organization?..... ☐ ☐  
If yes, give date of change in operations. \_\_\_\_\_

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?..... ☐ ☐

- VII. A. Is this facility chain affiliated? ..... ☐ ☐  
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

- B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?  
(If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

*Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the agency, as appropriate.*

Name of authorized representative (typed)	Title
Signature	Date

Remarks

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

In order to conduct business with the County of Fresno (hereinafter referred to as "COUNTY"), members of a CONTRACTOR's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the COUNTY. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the COUNTY. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).



<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	