

AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of August, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **RH COMMUNITY BUILDERS** a California Limited Liability Partnership, whose address is 331 Shields Ave, Fresno, CA 93705 hereinafter referred to as "**CONTRACTOR**," collectively, "the parties."

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of 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 contract provider with the DBH, other County departments and other agencies;

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), is in need of Property Management Services for its Master Lease program;

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

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

1. SERVICES

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

B. CONTRACTOR agrees that prior to, and while providing services under the terms and conditions of this Agreement, CONTRACTOR shall have staff hired and in place for program services and operations or COUNTY may, in addition to other remedies it may have, suspend referrals or terminate this Agreement, in accordance with Section Three (3) of this Agreement.

2. TERM

This Agreement shall become effective on July 1, 2020 and shall terminate on June 30,

1 2021.

2 This Agreement, subject to satisfactory outcomes performance and subject to adequate
3 funding each year, may be extended for one (1) additional twelve (12) month periods upon the written
4 approval of both parties not later than sixty (60) days prior to the close of the then current Agreement
5 term. The COUNTY's DBH Director, or designee, is authorized to execute such written approval on
6 behalf of COUNTY based on CONTRACTOR's satisfactory outcomes performance.

7 **3. TERMINATION**

8 **A. Non-Allocation of Funds** - The terms of this Agreement, and the services to be
9 provided thereunder, is contingent on the approval of funds by the appropriating government agency.
10 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
11 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

12 **B. Breach of Contract** - COUNTY may immediately suspend or terminate this
13 Agreement in whole or in part, where in the determination of COUNTY there is:

- 14 1) An illegal or improper use of funds;
15 2) A failure to comply with any term of this Agreement;
16 3) A substantially incorrect or incomplete report submitted to COUNTY;
17 4) Improperly performed service.

18 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any
19 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither
20 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach
21 or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
22 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
23 COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
24 shall promptly refund any such funds upon demand or at COUNTY's option, such repayment shall be
25 deducted from future payments owing to CONTRACTOR under this Agreement.

26 **C. Without Cause** - Under circumstances other than those set forth above, this
27 Agreement may be terminated by COUNTY or CONTRACTOR upon the giving of sixty (30) days
28 advance written notice of an intention to terminate.

1 **4. COMPENSATION**

2 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
3 compensation in accordance with the Budget as set forth in Exhibit C, attached hereto and by this
4 reference in incorporated herein and made part of this Agreement.

5 **A. Annual Compensation Amounts**

6 The maximum amount for the period of July 1, 2020 through June 30, 2021 shall
7 not exceed One Million Sixteen Thousand, Three Hundred Sixty and No/100 Dollars (\$1,016,360.00).

8 If performance standards are met and this Agreement is extended for an
9 additional twelve (12) month renewal period beginning July 1, 2021 through June 30, 2022, the
10 maximum amount payable to CONTRACTOR for said period shall not exceed One Million Thirty-Six
11 Thousand, Seven Hundred Eight and and No/100 Dollars (\$1,036,708.00).

12 In no event shall the total maximum compensation amount under this Agreement
13 for the period beginning July 1, 2020 through June 30, 2022 exceed Two Million Seventy-Three
14 Thousand, Four Hundred Sixteen and No/100 Dollars (\$2,073,416.00).

15 It is understood that all expenses incidental to CONTRACTOR's performance of
16 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR fails to comply
17 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
18 compensation.

19 **B.** Payments for tenant rent shall be made by COUNTY to CONTRACTOR within
20 forty-five (45) days after receipt and approval by COUNTY of the monthly invoicing as described in
21 Section Five (5) herein. Payments for all other services shall be made by COUNTY to CONTRACTOR
22 in arrears, for services provided during the preceding month, within forty-five (45) days after the date
23 of receipt and approval by COUNTY of the monthly invoicing as described in Section Five (5) herein.
24 Payments shall be made after receipt and verification of actual expenditures incurred by
25 CONTRACTOR for monthly program costs, as identified in Exhibit C, in the performance of this
26 Agreement and shall be documented to COUNTY on a monthly basis by the tenth (10th) of the month
27 following the month of said expenditures. The parties acknowledge that the CONTRACTOR will be
28 performing hiring, training, and credentialing of staff, and the COUNTY will be performing additional

1 staff credentialing to ensure compliance with State and Federal regulations.

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

5 **D.** All final invoices shall be submitted by CONTRACTOR within sixty (60) days
6 following the final month of service for which payment is claimed. No action shall be taken by
7 COUNTY on invoices submitted beyond the sixty (60) day closeout period. Any compensation which
8 is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall
9 automatically revert to COUNTY.

10 **E.** The services provided by CONTRACTOR under this Agreement are funded in
11 whole or in part by the State of California. In the event that funding for these services is delayed by
12 the State Controller, COUNTY may defer payments to CONTRACTOR. The amount of the deferred
13 payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The
14 period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's
15 delay of payment to COUNTY plus forty-five (45) days.

16 **F.** CONTRACTOR shall be held financially liable for any and all future
17 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit
18 process and COUNTY utilization review during the course of this Agreement. At COUNTY's election,
19 the disallowed amount will be remitted within forty-five (45) days to COUNTY upon notification or shall
20 be withheld from subsequent payments to CONTRACTOR. CONTRACTOR shall not receive
21 reimbursement for any units of services rendered that are disallowed or denied by the Fresno County
22 Mental Health Plan (Mental Health Plan) utilization review process or through the State Department of
23 Health Care Services (DHCS) cost report audit settlement process for Medi-Cal eligible clients.
24 Notwithstanding the above, COUNTY must notify CONTRACTOR prior to any State audit process
25 and/or COUNTY utilization review. To the extent allowable by law, CONTRACTOR shall have the
26 right to be present during each phase of any State audit process and/or COUNTY utilization review
27 and shall be provided all documentation related to each phase of any State audit process and/or
28 COUNTY utilization review. Additionally, prior to any disallowances/audit exceptions becoming final,

1 CONTRACTOR shall be given at least ten (10) business days to respond to such proposed
2 disallowances/audit exceptions.

3 **G.** It is understood by CONTRACTOR and COUNTY that this Agreement is funded
4 with Mental Health Services Act (MHSA), Community Services and Support (CSS) funds to serve
5 individuals who are homeless or at risk of homelessness living with a serious Mental Illness.

6 **5. INVOICING**

7 **A.** CONTRACTOR shall invoice COUNTY on the first (1st) day of the month the
8 current months rent. CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each
9 month for the prior month's actual services rendered to DBH-Invoices@fresnocountyca.gov,
10 DBHInvoiceReview@fresnocountyca.gov, DBHContractedServicesDivision@fresnocountyca.gov and
11 carbon copy email to the currently assigned DBH Mental Health Contracts Staff Analyst.

12 **B.** CONTRACTOR shall submit to the COUNTY by the tenth (10th) of each month a
13 detailed general ledger (GL) itemizing costs incurred in the previous month. CONTRACTOR will also
14 submit Profit and Loss (P&L) statement and all other supporting documentation requested by the
15 COUNTY in order to process each invoice for payment along with the GL. Failure to submit GL
16 reports, P&L statement and other supporting documentation shall be deemed sufficient cause for
17 COUNTY to withhold payments until there is compliance.

18 **C.** CONTRACTOR shall submit monthly invoices and general ledgers that itemize
19 the line item charges for monthly program costs per applicable budget, as identified in Exhibit C,
20 including the cost per unit calculation based on clients served within that month, and excluding
21 unallowable costs. Unallowable costs such as lobbying or political donations must be deducted from
22 the monthly invoice reimbursements.

23 **D.** At the discretion of COUNTY's DBH Director, or designee, if an invoice is
24 incorrect or is otherwise not in proper form or substance, COUNTY's DBH Director, or designee, shall
25 have the right to withhold payment as to only that portion of the invoice that is incorrect or improper
26 after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide
27 services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after
28 the ninety (90) day period, the invoice(s) is still not corrected to COUNTY's DBH satisfaction,

1 COUNTY's DBH Director, or designee, may elect to terminate this Agreement, pursuant to the
2 termination provisions stated in Section Three (3) of this Agreement. In addition, for invoices
3 received ninety (90) days after the expiration of each term of this Agreement or termination of this
4 Agreement, at the discretion of COUNTY's DBH Director, or designee, COUNTY's DBH shall have
5 the right to deny payment of any additional invoices received.

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

9 F. CONTRACTOR is responsible for collection and managing data in a manner to
10 be determined by DHCS and Mental Health Specialty plan in accordance with applicable rules and
11 regulations. COUNTY EHR is a critical source of information for purposes of monitoring service
12 volume and obtaining reimbursement. CONTRACTOR must attend COUNTY's Business Office
13 training on equipment reporting for assets, intangible and sensitive minor assets, COUNTY's EHR
14 system and related cost reporting.

15 **6. INDEPENDENT CONTRACTOR**

16 In performance of the work, duties, and obligations assumed by CONTRACTOR under
17 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
18 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as
19 independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent,
20 servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall
21 have no right to control or supervise or direct the manner or method by which CONTRACTOR shall
22 perform its work and function. However, COUNTY shall retain the right to administer this Agreement
23 so as to verify that CONTRACTOR is performing their obligations in accordance with the terms and
24 conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law
25 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
26 which are directly or indirectly the subject of this Agreement.

27 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no
28 right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be

1 solely liable and responsible for providing to, or on behalf of, its employees all legally required
2 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY
3 harmless from all matters relating to payment of CONTRACTOR's employees, including compliance
4 with Social Security, withholding, and all other regulations governing such matters. It is
5 acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to
6 others unrelated to COUNTY or to this Agreement.

7 **7. MODIFICATION**

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

10 Notwithstanding the above, minor changes to services, staffing, and daily bed rates, to
11 be provided as set forth in Exhibit C and responsibilities of the CONTRACTOR, as needed, with no
12 change in maximum compensation, may be made by written approval of COUNTY's DBH Director, or
13 designee. Changes to accommodate changes in the laws relating to mental health treatment, may be
14 made with the signed written approval of COUNTY's DBH Director, or designee, and CONTRACTOR
15 through an amendment approved by COUNTY's Counsel and the COUNTY's Auditor-Controller's
16 Office.

17 In addition, changes to expense category (i.e., Salary & Benefits, Facilities/Equipment,
18 Operating, Financial Services, Special Expenses, Fixed Assets, etc.) subtotals in the budgets, and
19 changes to the volume of units of services/types of service units to be provided as set forth in Exhibit
20 C, that do not exceed ten percent (10%) of the maximum compensation payable to the
21 CONTRACTOR may be made with the written approval of COUNTY's DBH Director, or designee.
22 Changes to the expense categories in the budget that exceed ten percent (10%) of the maximum
23 compensation payable to the CONTRACTOR, may be made with the signed written
24 approval of COUNTY's DBH Director, or designee, through an amendment approved by COUNTY's
25 Counsel and COUNTY's Auditor-Controller's Office.

26 Said modifications shall not result in any change to the annual maximum compensation
27 amount payable to CONTRACTOR, as stated in this Agreement.

28 **8. NON-ASSIGNMENT**

1 No party shall assign, transfer or subcontract this Agreement nor their rights or duties
2 under this Agreement without the prior written consent of COUNTY and CONTRACTOR.

3 **9. HOLD-HARMLESS**

4 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
5 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
6 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
7 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
8 agents or employees under this Agreement, and from any and all costs and expenses, including
9 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
10 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
11 of CONTRACTOR, their officers, agents or employees under this Agreement.

12 CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California
13 audit exceptions resulting from noncompliance herein on the part of CONTRACTOR.

14 **10. INSURANCE**

15 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any
16 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following
17 insurance policies throughout the term of this Agreement:

18 A. Commercial General Liability

19 Commercial General Liability Insurance with limits of not less than Two Million
20 Dollars (\$2,000,000) per occurrence and an annual aggregate of Five Million
21 Dollars (\$5,000,000). This policy shall be issued on a per occurrence basis.
22 COUNTY may require specific coverage including completed operations, product
23 liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire
24 legal liability or any other liability insurance deemed necessary because of the
25 nature of the Agreement.

24 B. Automobile Liability

25 Comprehensive Automobile Liability Insurance with limits no less than One
26 Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
27 Coverage should include any automobile used in connection with this
28 Agreement. If CONTRACTOR employees are not covered by CONTRACTOR's
automobile liability insurance policy, CONTRACTOR shall ensure that each
employee as part of this Agreement procures and maintains their own private
automobile coverage in force during the term of this Agreement, at the

1 employee's sole cost and expense.

2 C. Real and Personal Property Insurance

3 CONTRACTOR shall maintain a policy of insurance for all risk personal property
4 coverage which shall be endorsed naming the County of Fresno as an additional
5 loss payee. The personal property coverage shall be in an amount that will cover
6 the total of the County purchased and owned property, at a minimum, as
7 discussed in Section Twenty (21) of this Agreement.

8 All Risk Property Insurance

9 As applicable, CONTRACTOR will provide property coverage for the full
10 replacement value of the County's personal property in the possession of
11 Contractor and/or used in the execution of this Agreement. County will be
12 identified on an appropriate certificate of insurance as the certificate holder and
13 will be named as an Additional Loss Payee on the Property Insurance Policy.

14 D. Professional Liability

15 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N.,
16 L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with
17 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
18 Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees that it
19 shall maintain, at its sole expense, in full force and effect for a period of five (5)
20 years following the termination of this Agreement, one or more policies of
21 professional liability insurance with limits of coverage as specified herein.

22 E. Worker's Compensation

23 A policy of Worker's Compensation Insurance as may be required by the
24 California Labor Code.

25 F. Child Abuse/Molestation and Social Services Coverage

26 Each CONTRACTOR shall have either separate policies or an umbrella policy
27 with endorsements covering Child Abuse/Molestation and Social Services
28 Liability coverage or have a specific endorsement on their General Commercial
liability policy covering Child Abuse/Molestation and Social Services Liability.
The policy limits for these policies shall be One Million Dollars (\$1,000,000) per
occurrence with a Two Million Dollars (\$2,000,000) annual aggregate. The
policies are to be on a per occurrence basis.

G. Cyber Liability

Cyber Liability Insurance, with limits not less than Two Million Dollars
(\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000)
aggregate. Coverage shall be sufficiently broad to respond to the duties and
obligations as is undertaken by CONTRACTOR in this Agreement and shall
include, but not be limited to, claims involving infringement of intellectual
property, including but not limited to infringement of copyright, trademark, trade

1 dress, invasion of privacy violations, information theft, damage to or destruction
2 of electronic information, release of private information, alteration of electronic
3 information, extortion and network security. The policy shall provide coverage for
4 breach response costs as well as regulatory fines and penalties as well as credit
5 monitoring expenses with limits sufficient to respond to these obligations.

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9 H. Waiver of Subrogation

10 Cyber CONTRACTOR hereby grants to COUNTY a waiver of any right to
11 subrogation which any insurer of said CONTRACTOR may acquire against the
12 COUNTY by virtue of the payment of any loss under such insurance.
13 CONTRACTOR agrees to obtain any endorsement that may be necessary to
14 affect this waiver of subrogation, but this provision applies regardless of whether
15 or not the COUNTY has received a waiver of subrogation endorsement from the
16 insurer.

17 CONTRACTOR shall obtain endorsements to the Commercial General Liability
18 insurance naming the County of Fresno, its officers, agents, and employees, individually and
19 collectively, as additional insured, but only insofar as the operations under this Agreement are
20 concerned. Such coverage for additional insured shall apply as primary insurance and any other
21 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
22 excess only and not contributing with insurance provided under CONTRACTOR'S policies herein.
23 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
24 written notice given to COUNTY.

25 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
26 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of
27 the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health,
28 1925 E. Dakota Ave., Fresno, CA 93726, Attention: Contracted Services Division, stating that such
insurance coverages have been obtained and are in full force; that the County of Fresno, its officers,
agents and employees will not be responsible for any premiums on the policies; that such
Commercial General Liability insurance names the County of Fresno, its officers, agents and
employees, individually and collectively, as additional insured, but only insofar as the operations
under this Agreement are concerned; that such coverage for additional insured shall apply as primary
insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
and employees, shall be excess only and not contributing with insurance provided under

1 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
2 minimum of thirty (30) days advance, written notice given to COUNTY.

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

6 All policies shall be with admitted insurers licensed to do business in the State of
7 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating
8 of A FSC VII or better.

9 **11. LICENSES/CERTIFICATES**

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

19 **12. RECORDS**

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

1 **13. REPORTS**

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

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

12 **19. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

13 COUNTY and CONTRACTOR each consider and represent themselves as covered
14 entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
15 104-191(HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by
16 law.

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

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

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

28 **20. DATA SECURITY**

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

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

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

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

15 **B. CONTRACTOR-Owned Computers or Computer Peripherals**

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

22 **C. COUNTY-Owned Computer Equipment**

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

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

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

6 **F.** Confidential client information transmitted to one party by the other by means of
7 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
8 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

9 **G.** CONTRACTOR is responsible to immediately notify COUNTY of any violations,
10 breaches or potential breaches of security related to COUNTY’s confidential information, data
11 maintained in computer files, program documentation, data processing systems, data files and data
12 processing equipment which stores or processes COUNTY data internally or externally.

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

19 **21. PROPERTY OF COUNTY**

20 **A.** COUNTY and CONTRACTOR recognizes that fixed assets are tangible and
21 intangible property obtained or controlled under COUNTY’s Mental Health Plan for use in operational
22 capacity and will benefit COUNTY for a period more than one year. Depreciation of the qualified items
23 will be on a straight-line basis.

24 For COUNTY purposes, fixed assets must fulfill three qualifications:

- 25 1. Asset must have life span of over one year.
26 2. The asset is not a repair part.
27 3. The asset must be valued at or greater than the capitalization thresholds
28 for the asset type.

<u>Asset type</u>	<u>Threshold</u>
• land	\$0
• buildings and improvements	\$100,000
• infrastructure	\$100,000
• be tangible	\$5,000
○ equipment	
○ vehicles	
• or intangible asset	\$100,000
○ Internally generated software	
○ Purchased software	
○ Easements	
○ Patents	
• and 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 L and by this reference incorporated herein and made part of this Agreement, will be maintained by COUNTY's Asset Management System and annual 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.

B. 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 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 maintains a tracking system on the items and are not required to be capitalize or depreciated. The items are subject to annual inventory for compliance.

C. 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 1. To maintain all items of equipment in good working order and condition,
2 normal wear and tear is expected;

3 2. To label all items of equipment with COUNTY assigned program number,
4 to perform periodic inventories as required by COUNTY and to maintain an inventory list showing
5 where and how the equipment is being used, in accordance with procedures developed by COUNTY.
6 All such lists shall be submitted to COUNTY within ten (10) days of any request therefore; and

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

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

16 **E.** CONTRACTOR must obtain prior written approval from COUNTY's DBH
17 whenever there is any modification or change in the use of any property acquired or improved, in
18 whole or in part, using funds under this agreement. If any real or personal property acquired or
19 improved with said funds identified herein is sold and/or is utilized by CONTRACTOR for a use which
20 does not qualify under this program, CONTRACTOR shall reimburse COUNTY in an amount equal to
21 the current fair market value of the property, less any portion thereof attributable to expenditures of
22 non-program funds. These requirements shall continue in effect for the life of the property. In the
23 event the program is closed out, the requirements for this Section shall remain in effect for activities
24 or property funded with said funds, unless action is taken by the State government to relieve
25 COUNTY of these obligations.

26 **22. NON-DISCRIMINATION**

27 During the performance of this Agreement, CONTRACTOR shall not unlawfully
28 discriminate against any employee or applicant for employment, or recipient of services, because of

1 race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status,
2 age or sex, pursuant to all applicable State and Federal statutes and regulations.

3 **23. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

4 To the extent necessary to prevent disallowance of reimbursement under section
5 1861(v) (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of
6 four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make
7 available, upon written request of the Secretary of the United States Department of Health and
8 Human Services, or upon request of the Comptroller General of the United States General
9 Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such
10 books, documents, and records as are necessary to certify the nature and extent of the costs of these
11 services provided by CONTRACTOR under this Agreement. CONTRACTOR further agrees that in
12 the event CONTRACTOR carries out any of its duties under this Agreement through a subcontract,
13 with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12)
14 month period, with a related organization, such Agreement shall contain a clause to the effect that
15 until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract,
16 the related organizations shall make available, upon written request of the Secretary of the United
17 States Department of Health and Human Services, or upon request of the Comptroller General of the
18 United States General Accounting Office, or any of their duly authorized representatives, a copy of
19 such subcontract and such books, documents, and records of such organization as are necessary to
20 verify the nature and extent of such costs.

21 **24. SINGLE AUDIT CLAUSE**

22 **A.** If CONTRACTOR expends Seven Hundred Fifty Thousand and No/100
23 Dollars (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees
24 to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set
25 forth in Office of Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said
26 audit and management letter to COUNTY. The audit must include a statement of findings or a
27 statement that there were no findings. If there were negative findings, CONTRACTOR must include a
28 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to

1 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be
2 delivered to COUNTY's DBH Business Office for review within nine (9) months of the end of any fiscal
3 year in which funds were expended and/or received for the program. Failure to perform the requisite
4 audit functions as required by this Agreement may result in COUNTY performing the necessary audit
5 tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or may
6 result in the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs
7 related to this Agreement are the sole responsibility of CONTRACTOR.

8 **B.** A single audit report is not applicable if CONTRACTOR's Federal contracts do
9 not exceed the Five Hundred Thousand and No/100 Dollars (\$500,000.00) requirement or
10 CONTRACTOR's only funding is through Drug-related Medi-Cal. If a single audit is not applicable, a
11 program audit must be performed and a program audit report with management letter shall be
12 submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's
13 solvency. Said audit report shall be delivered to COUNTY's DBH Business Office for review, no later
14 than nine (9) months after the close of the fiscal year in which the funds supplied through this
15 Agreement are expended. Failure to comply with this act may result in COUNTY performing the
16 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs
17 related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective
18 action to eliminate any material noncompliance or weakness found as a result of such audit. Audit
19 work performed by COUNTY under this section shall be billed to the CONTRACTOR at COUNTY's
20 cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

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

26 **25. COMPLIANCE**

27 CONTRACTOR agrees to comply with the COUNTY's Contractor Code of Conduct and
28 Ethics and the COUNTY's Compliance Program in accordance with Exhibit E. Within thirty (30) days

1 of entering into the agreement with the COUNTY, CONTRACTOR shall have all of CONTRACTOR's
2 employees, agents and subcontractors providing services under this Agreement certify in writing, that
3 he or she has received, read, understood, and shall abide by the Contractor Code of Conduct and
4 Ethics. CONTRACTOR shall ensure that within thirty (30) days of hire, all new employees, agents
5 and subcontractors providing services under this Agreement shall certify in writing that he or she has
6 received, read, understood, and shall abide by the Contractor Code of Conduct and Ethics.
7 CONTRACTOR understands that the promotion of and adherence to the Code of Conduct is an
8 element in evaluating the performance of CONTRACTOR and its employees, agents and
9 subcontractors.

10 Within thirty (30) days of entering into this Agreement, and annually thereafter, all
11 employees, agents and subcontractors providing services under this Agreement shall complete
12 general compliance training and appropriate employees, agents and subcontractors shall complete
13 documentation and billing or billing/reimbursement training. All new employees, agents and
14 subcontractors shall attend the appropriate training within 30 days of hire. Each individual who is
15 required to attend training shall certify in writing that he or she has received the required training. The
16 certification shall specify the type of training received and the date received. The certification shall be
17 provided to the COUNTY's Compliance Officer at 1925 E. Dakota Aveue, Fresno, CA 93726.
18 CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty imposed upon
19 COUNTY by the Federal Government as a result of CONTRACTOR's violation of the terms of this
20 Agreement.

21 **26. ASSURANCES**

22 In entering into this Agreement, CONTRACTOR certifies that it nor any of its officers are
23 not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
24 Health Care Programs: that it or any of its officers have not been convicted of a criminal offense
25 related to the provision of health care items or services; nor has it or its officers been reinstated to
26 participation in the Federal Health Care Programs after a period of exclusion, suspension, debarment,
27 or ineligibility. If COUNTY learns, subsequent to entering into a contract, that CONTRACTOR is
28 ineligible on these grounds, COUNTY will remove CONTRACTOR from responsibility for, or

1 involvement with, COUNTY's business operations related to the Federal Health Care Programs and
2 shall remove such CONTRACTOR from any position in which CONTRACTOR's compensation, or the
3 items or services rendered, ordered or prescribed by CONTRACTOR may be paid in whole or part,
4 directly or indirectly, by Federal Health Care Programs or otherwise with Federal Funds at least until
5 such time as CONTRACTOR is reinstated into participation in the Federal Health Care Programs.

6 **A.** If COUNTY has notice that CONTRACTOR or its officers has been charged with
7 a criminal offense related to any Federal Health Care Program or is proposed for exclusion during the
8 term on any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the
9 accuracy of any claims submitted to any Federal Health Care Program. At its discretion given such
10 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution
11 of the charges or the proposed exclusion.

12 **B.** CONTRACTOR agrees that all potential new employees of CONTRACTOR or
13 subcontractors of CONTRACTOR who, in each case, are expected to perform professional services
14 under this Agreement, will be queried as to whether (1) they are now or ever have been excluded,
15 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2)
16 they have been convicted of a criminal offense related to the provision of health care items or
17 services; and or (3) they have been reinstated to participation in the Federal Health Care Programs
18 after a period of exclusion, suspension, debarment, or ineligibility.

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

25 2. Notwithstanding the above, COUNTY at its discretion may terminate this
26 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance
27 (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or
28 subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services

1 provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to
2 be determined by COUNTY to protect the interests of COUNTY consumers.

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

15 1. CONTRACTOR agrees to notify COUNTY immediately during the term of
16 this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each
17 case, is providing professional services under section (1) this Agreement is excluded, suspended,
18 debarred or otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of
19 a criminal offense relating to the provision of health care services.

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

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

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

4 **27. PROHIBITION ON PUBLICITY**

5 None of the funds, materials, property or services provided directly or indirectly under
6 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,
7 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
8 Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement
9 shall be allowed as necessary to raise public awareness about the availability of such specific
10 services when approved in advance by COUNTY's DBH Director, or designee, and at a cost to be
11 provided in Section Four (4) of this Agreement for such items as written/printed materials, the use of
12 media (i.e., radio, television, newspapers) and any other related expense(s).

13 **28. COMPLAINTS**

14 CONTRACTOR shall log complaints and the disposition of all complaints from a client or
15 a client's family. CONTRACTOR shall provide a copy of the detailed complaint log entries concerning
16 COUNTY-sponsored clients to COUNTY at monthly intervals by the tenth (10th) day of the following
17 month, in a format that is mutually agreed upon. In addition, CONTRACTOR shall provide details and
18 attach documentation of each complaint with the log. CONTRACTOR shall post signs informing
19 clients of their right to file a complaint or grievance.

20 CONTRACTOR shall notify COUNTY of all incidents reportable to State licensing bodies
21 that affect COUNTY clients within twenty-four (24) hours of receipt of a complaint. Within ten (10)
22 days after each incident or complaint affecting COUNTY-sponsored clients, CONTRACTOR shall
23 provide COUNTY with information relevant to the complaint, investigative details of the complaint, the
24 complaint and CONTRACTOR's disposition of, or corrective action taken to resolve the complaint. In
25 addition, CONTRACTOR shall inform every client of their rights as set forth in Exhibit J.

26 **29. CULTURAL COMPETENCY**

27 As related to Cultural and Linguistic Competence, CONTRACTOR shall comply with:

28 **A.** Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R.

1 Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance
2 from discriminating against persons based on race, color, national origin, sex, disability or religion.
3 This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access
4 and participation in federally funded programs through the provision of comprehensive and quality
5 bilingual services.

6 **B.** Policies and procedures for ensuring access and appropriate use of trained
7 interpreters and material translation services for all LEP consumers, including, but not limited to,
8 assessing the cultural and linguistic needs of its consumers, training of staff on the policies and
9 procedures, and monitoring its language assistance program. CONTRACTOR's procedures must
10 include ensuring compliance of any sub-contracted providers with these requirements.

11 **C.** CONTRACTOR shall not use minors as interpreters.

12 **D.** CONTRACTOR shall provide and pay for interpreting and translation services to
13 persons participating in CONTRACTOR's services who have limited or no English language
14 proficiency, including services to persons who are deaf or blind. Interpreter and translation services
15 shall be provided as necessary to allow such participants meaningful access to the programs,
16 services and benefits provided by CONTRACTOR. Interpreter and translation services, including
17 translation of CONTRACTOR's "vital documents" (those documents that contain information that is
18 critical for accessing CONTRACTOR's services or are required by law) shall be provided to
19 participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents,
20 subcontractors, or partners who interpret or translate for a program participant, or who directly
21 communicate with a program participant in a language other than English, demonstrate proficiency in
22 the participant's language and can effectively communicate any specialized terms and concepts
23 peculiar to CONTRACTOR's services.

24 **E.** In compliance with the State mandated Culturally and Linguistically Appropriate
25 Services standards as published by the Office of Minority Health, CONTRACTOR must submit to
26 COUNTY for approval, within sixty (60) days from date of contract execution, CONTRACTOR's plan
27 to address all fifteen (15) national cultural competency standards as set forth in the "National
28 Standards on Culturally and Linguistically Appropriate Services (CLAS)", Exhibit M and Exhibit M-1,

1 “Cultural Competence Form”, attached hereto and by this reference incorporated herein and made a
2 part of this Agreement. COUNTY’s annual on-site review of CONTRACTOR shall include collection
3 of documentation to ensure all national standards are implemented. As the national competency
4 standards are updated, CONTRACTOR’s plan must be updated accordingly.

5 **31. DISCLOSURE OF OWNERSHIP AND/OR CONTROL INTEREST INFORMATION**

6 This provision is only applicable if CONTRACTOR is a disclosing entity, fiscal agent, or
7 managed care entity as defined in Code of Federal Regulations (C.F.R), Title 42 § 455.101 455.104,
8 and 455.106(a)(1),(2).

9 In accordance with C.F.R., Title 42 §§ 455.101, 455.104, 455.105 and 455.106(a)(1),(2),
10 the following information must be disclosed by CONTRACTOR by completing **Exhibit N**, “Disclosure
11 of Ownership and Control Interest Statement”, attached hereto and by this reference incorporated
12 herein and made part of this Agreement. CONTRACTOR shall submit this form to the Department of
13 Behavioral Health within thirty (30) days of the effective date of this Agreement. Additionally,
14 CONTRACTOR shall report any changes to this information within thirty-five (35) days of occurrence
15 by completing Exhibit N, “Disclosure of Ownership and Control Interest Statement.” Submissions
16 shall be scanned pdf copies and are to be sent via email to DBHAdministration@fresnocountyca.gov
17 attention: Contracts Administration and to DBHContractedServicesDivision@fresnocountyca.gov.

18 COUNTY may deny enrollment or terminate this Agreement where any person with a
19 five percent (5%) or greater direct or indirect ownership interest in CONTRACTOR(S) has been
20 convicted of a criminal offense related to that person’s involvement with the Medicare, Medicaid, or
21 Title XXI program in the last ten (10) years.

22 **32. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

23 CONTRACTOR is required to disclose if any of the following conditions apply to them,
24 their owners, officers, corporate managers and partners (hereinafter collectively referred to as
25 “CONTRACTOR”):

26 **A.** Within the three-year period preceding the Agreement award, they have been
27 convicted of, or had a civil judgment rendered against them for:

1. 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;
2. Violation of a federal or state antitrust statute;
3. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
4. False statements or receipt of stolen property.

B. Within a three-year period preceding their Agreement award, they have had a public transaction (federal, state, or local) terminated for cause or default.

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

CONTRACTOR must sign a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions" in the form set forth in **Exhibit O**, attached hereto and by this reference incorporated herein and made part of this Agreement.

Additionally, CONTRACTOR must immediately advise the COUNTY in writing if, during the term of this Agreement: (1) CONTRACTOR becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties' list system; or (2) any of the above listed conditions become applicable to CONTRACTOR.

CONTRACTOR shall indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

33. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

4 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
5 transactions that they are a party to while CONTRACTOR is providing goods or performing services
6 under this agreement. A self-dealing transaction shall mean a transaction to which the
7 CONTRACTOR is a party and in which one or more of its directors has a material financial interest.
8 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to
9 by completing and signing a *Self-Dealing Transaction Disclosure Form*, Exhibit P, attached hereto
10 and by this reference incorporated herein and made part of this Agreement and submitting it to the
11 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

12 **34. CHILD ABUSE REPORTING ACT**

13 CONTRACTOR shall establish a procedure acceptable to the COUNTY's DBH Director
14 or his or her designee, to ensure that all of the CONTRACTOR's employees, consultants,
15 subcontractors or agents described in the Child Abuse Reporting Act, section 1116 et seq. of the
16 Penal Code, and performing services under this Agreement shall report all known or suspected child
17 abuse or neglect to a child protective agency as defined in Penal Code section 11165.9. This
18 procedure shall include:

19 **A.** A requirement that all CONTRACTOR's employees, consultants, subcontractors
20 or agents performing services shall sign a statement that he or she knows of and will comply with the
21 reporting requirements as defined in Penal Code section 11166(a), identified in **Exhibit Q**, Notice of
22 Child Abuse Reporting Acknowledgement Form, attached hereto and incorporated herein by reference
23 and made part of this Agreement.

24 **B.** Establishing procedures to ensure reporting even when employees, consultants,
25 subcontractors, or agents who are not required to report child abuse under Penal Code section
26 11166(a), gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.

27 **35. AUDITS AND INSPECTIONS**

28 CONTRACTOR shall at any time during business hours, and as often as the COUNTY

1 may deem necessary, make available to the COUNTY for examination all of its records and data with
2 respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by the
3 COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure
4 CONTRACTOR's compliance with the terms of this Agreement.

5 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
6 CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a
7 period of three (3) years after final payment under contract (Government Code section 8546.7).

8 **36. NOTICES**

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

11 COUNTY

12 Director, Fresno County
13 Department of Behavioral Health
14 1925 E. Dakota Avenue
15 Fresno, CA 93726

11 CONTRACTOR

12 RH Community Builders, LLP
13 331 W. Shields Ave
14 Fresno, CA 93705

15 Any and all notices between the COUNTY and CONTRACTOR provided for or permitted
16 under this Agreement must be in writing and delivered either by personal service, by first-class United
17 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A
18 notice delivered by personal service is effective upon service to the recipient. A notice delivered by
19 first-class United States mail is effective three (3) COUNTY business days after deposit in the United
20 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
21 commercial courier service is effective one (1) COUNTY business day after deposit with the overnight
22 commercial courier service, delivery fees prepaid, with delivery instructions given for next day
23 delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when
24 transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY
25 business hours, then such delivery shall be deemed to be effective at the next beginning of a
26 COUNTY business day), provided that the sender maintains a machine record of the completed
27 transmission. For all claims arising out of or related to this Agreement, nothing in this Section
28 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,

1 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
2 Code, beginning with Section 810).

3 **37. GOVERNING LAW**

4 The parties agree that for the purpose of venue, performance under this Agreement is in
5 Fresno County, California.

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

8 **38. SEVERABILITY**

9 If any non-material term, provision, covenant, or condition of this Agreement is held by a
10 court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall
11 remain in full force and effect, and shall in no way be affected, impaired or invalidated.

12 **39. ENTIRE AGREEMENT**

13 This Agreement, including all Exhibits, COUNTY's RFP No. 20-015, COUNTY's RFP No.
14 20-015 Addendum One (1), and CONTRACTOR's response thereto constitutes the entire agreement
15 between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
16 previous agreement negotiations, proposals, commitments, writings, advertisements, publications,
17 and understandings of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 **CONTRACTOR:**

4 **RH COMMUNITY BUILDERS**

5 By: Brad Hardie

7 Print Name: Brad Hardie

8 Title: President
9 Chief Executive Officer, or
10 President, or any Vice President

14 By: _____

15 Print Name: _____

16 Title: _____
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

21 **Mailing Address:**

21 RH Community Builders, LLP
22 331 Shields Ave
23 Fresno, CA 93705
24 Contact: Wayne Rutledge, CEO
25 Phone: (559) 221-3170 ext. 108

26 Fund/Subclass: 0001/10000
27 Account/Program: 7295/0
28 Org/Cost Center: 5630/2112

COUNTY OF FRESNO

By: Ernest Buddy Mendes

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

Date: 8-18-2020

ATTEST:

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

By: Susan Bishop, Deputy

Date: 8-18-2020

TENANT RENT AND PROPERTY MANAGEMENT SUMMARY OF SERVICES

ORGANIZATION: RH Community Builders
 ADDRESS: 331 W. Shields Ave, Fresno, CA 93705
 SERVICES: Tenant Rent and Property Management Agreement
 TELEPHONE: 559-221-3170 ext 108
 CONTACT: Brad Hardie, President
 EMAIL: brad@regencyfresno.com
 CONTRACT PERIOD: July 1, 2020 – June 30, 2021, with one (1) possible one (1) year extension
 CONTRACT AMOUNT: \$2,073,416.00

PROGRAM DESCRIPTION

Property Management Service for Master Lease

SERVICES

Services include staffing and overhead for coordination of move ins/move outs, all work orders including after-hours calls, coordination of maintenance between tenants, ordering and placing furniture for all new tenants, and collection of tenant portion of rent (to be provided back to County).

TENANT RENT AND PROPERTY MANAGEMENT FEES	Monthly	Annual Compensation	2-Year Compensation
Tenant Rent for 68 Apartments	\$63,709	\$764,508.00	\$1,529,016.00
Utilities (Actual Incurred Costs)		\$130,000.00	\$260,000
Property Management Fee	\$6,850	\$82,200	\$164,400
Replacement of Tenant Furniture and Tenant Damage Repairs		\$60,000	\$120,000
Total		\$1,036,708.00	\$2,073,416.00

CONTRACTOR RESPONSIBILITIES

Administrative Requirements

1. CONTRACTOR will provide rental housing units where the Department of Behavioral Health permanent supportive housing tenants reside.
2. CONTRACTOR will provide COUNTY with first right of refusal for any unoccupied housing units.
3. CONTRACTOR will provide staffing for coordination of move ins/move outs, all work orders including after-hours calls,
4. CONTRACTOR will coordinate maintenance between tenants, and ordering and placing furniture for all new tenants,

5. CONTRACTOR will collect tenant portion of rent (to be provided back to County).
6. CONTRACTOR will submit invoice to COUNTY by the 10th of each month following services.
7. CONTRACTOR will attend program and contract meetings coordinated by DBH.

COUNTY RESPONSIBILITIES

1. COUNTY will offer case management services to all tenants.
2. COUNTY will refer homelessness individuals for housing in the event vacancies occur.
3. COUNTY will designate a contact person for CONTRACTOR to communicate with when necessary.
4. COUNTY will meet with CONTRACTOR monthly, or as often as needed, to exchange pertinent information, resolve problems, and work collaboratively to coordinate services.