Application: BR2-000000500

Cynthia Warren - Cynthia.Warren@dbh.sbcounty.gov Bond BHCIP Round 2: Unmet Needs

Summary

ID: BR2-000000500

Bond Round 2 Pre-Application Consultation Request Section

Completed - Aug 21 2025

Bond BHCIP Round 2 Pre-Application Consultation Request Section

Bond BHCIP Round 2: Unmet Needs Pre-Application Consultation Request Form

Please complete this Pre-Application Consultation (PAC) Request Form as accurately as possible. Estimates are acceptable. The submitted information will be used for informational purposes only. It is not considered part of your application and will not be used in scoring.

In preparing to apply for Bond BHCIP Round 2: Unmet Needs funds, follow these six key steps in the order they are listed:

- 1. Read the RFA in its entirety, along with all attachments.
- Review the brief self-paced modules, accessible through the <u>BHCIP website</u>: Application Submission, Navigating the General Match Requirements, and Real Estate Overview.
- 3. Prepare any general questions that you have in advance of the PAC. Please note that because this is a competitive process, we will not be able to answer project-specific questions.
- 4. Participate in the PAC. The PAC meeting is designed to support applicants in grasping key questions and definitions that are part of the application process.
- 5. A PAC Request Form must be completed for each project, but you are only required to schedule one PAC session, which will address all submitted projects. You must submit your PAC Request Form(s) no later than August 29, 2025.
- 6. Start the Bond BHCIP Round 2: Unmet Needs application and submit it no later than October 28, 2025.

Key Information

1. What is the name of the proposed project?
Comprehensive Treatment Campus
2. Please provide your contact information.
Please do not include credentials.
2a. Title
Dr.
2b. First Name
Georgina
2c. Last Name
Yoshioka
2d. Organization or entity name
San Bernardino County Department of Behavioral Health
2e. Job title
Director

Format: 123-456-7890-extension
909-252-5142
2g. Email
Georgina.yoshioka@dbh.sbcounty.gov
3. Please provide the following information about the organization that will be the lead applicant on the Bond
BHCIP Round 2: Unmet Needs application.
3a. Legal entity name as registered with the <u>California Secretary of State</u>
San Bernardino County
3b. Street address—write out all place names fully (e.g., Road, Street, Place, Boulevard)
303 East Vanderbilt Way
3c. Address line 2
(No response)
3d. City
San Bernardino

2f. Telephone

3e. County		
San Bernardino		
3f. State		
California		
3g. Zip Code		
5 _, digits only		
92415		
3h. Primary Business Phone		
Format: 123-456-7890-extension		
909-252-5142		
3i. Website		
URL must begin with http:// or https://		
https://wp.sbcounty.gov/dbh/		
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Please use the "Next" button to move to the next page. If you press the "Next" button but still have incomplete answers to required questions, this page will not advance until you have completed all the required questions.

4. What type of entity is the lead appl	icant?	
County		
4a. Is the lead applicant a county bel	navioral health agency?	
Yes		
5. What is the anticipated amount in E	Bond BHCIP Round 2: Unmet Needs fu	ınds that will be requested?
\$ 70000000		
6. Mandatory match guidelines and m type. (Refer to <u>RFA Section 2.7)</u>	atch types are set by statute and det	ermined according to applicant
Local Government and Nonprofit		
Organizations	For-Profit Organizations	Tribal Entities
10%	25%	5%
Higher priority f	or applicants that include a higher lo	cal cash match
Based on the response to Question 5, v	what is the anticipated match amount fo	or this project?
\$ 7000000		
6a. How does the applicant anticipate	meeting the match requirement? Sel	ect all that apply.
Responses Selected:		
Cash		

Please use the "Save & Continue Editing" button to save your work and remain on this page.

Please use the "Next" button to move to the next page. If you press the "Next" button but still have incomplete answers to required questions, this page will not advance until you have completed all the required questions.

7. Will this project include a co-applicant?

No

8. Is this a regional collaboration with regard to service delivery?

For purposes of this application, a regional model is described as counties partnering to create established networks of organized systems of care.

No

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Facility Information

Q9. How many facility types are anticipated in the application for Bond BHCIP Round 2: Unmet Needs funding?

The minimum number of facilities per project is 1, the maximum number of facilities per project is 15.

4

PAC_facility_01

Facility #1 Information
9a. What Type is Facility #1?
Substance Use Disorder (SUD) Facility
9c. Please select the Substance Use Disorder (SUD) facility type for Facility #1
Sobering Center funded under Community Supports
Treatment Slot (aka "chair") refers to the number of people a facility can treat at any given time, based on how many chairs or rooms are available for scheduled behavioral health services (e.g., therapy or counseling). Slots should include chairs in group rooms and private offices for individual sessions. Avoid duplicate counts. Outpatient Individuals Served is the total number of individuals served annually, based on the proposed Bond BHCIP-funded slot count. This number is the maximum capacity over the course of a year; to calculate it, multiply the number of slots by the maximum number of patients who could be served in that slot over the course of a year.
9e. What is the maximum number of treatment slots (aka "chairs") that are currently available at any given time? If none, enter 0.
0
9f. Based on the current slot count provided in question 9e, what is the maximum number of individuals being
served daily? If none, enter 0.

0

9g. Based on the current slot count provided in question 9f, what is the maximum number of individuals being served annually? If none, enter 0.

0

9h. What is the maximum number of additional treatment slots (aka "chairs") that will be available at any given time after the proposed project is complete? Please do not count treatment slots (aka "chairs") that are already included in your response to guestion 9e.

Example: An outpatient treatment program currently has 5 slots (question 9e) available and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand its size and service capacity to 15 slots. The number of additional treatment slots (aka "chairs") is 10.

20

9i. Based on the slot count provided in question 9h, what is the maximum number of additional individuals you anticipate serving daily? Do not count individuals that were included in your response to question 9f.

60

9j. Based on the slot count provided in question 9i, what is the maximum number of additional individuals you anticipate serving annually? Do not count individuals that were included in your response to question 9g.

Example: An existing outpatient treatment program for SUD serves 1,000 individuals annually (Question 9g) and proposes to use Bond BHCIP Round 2: Launch Ready funds to increase their slot count by 5 (Question 9h). The maximum number of patients they can serve in each of these proposed slots is 120 per year. As a result, the maximum increased capacity with Bond BHCIP funds would be 600 (5 new slots x 120 individuals per year= 600 individuals in increased capacity). This is the count of additional individuals served annually.

21900

9o. Facility #1 Construction type

Please select one of the following construction types for this facility.

• Ground-up new construction (e.g., a new facility or new setting being built)

• Addition to an existing structure (e.g., constructing a new wing or new floor)

Rehabilitation and "tenant improvements" of an existing facility currently owned by applicant that
requires a building permit (non-acquisition) and expands service capacity at the current site

 Acquisition and adaptive reuse of an existing property that requires a building permit (e.g., new acquisition and repurposing of an apartment building)

 Turnkey acquisition of an existing facility/building that is ready for operations that does not require a building permit

Ground-up new construction

9s. Will this proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2- proposed facilities.

Yes, as part of an existing campus

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PAC facility 02

Facility #2 Information

9a. What Type is Facility #2?
Mental Health Facility
9b. Please select the Mental Health facility type for Facility #2
Crisis Stabilization Unit (CSU)
Treatment Slot (aka "chair") refers to the number of people a facility can treat at any given time, based on how many
chairs or rooms are available for scheduled behavioral health services (e.g., therapy or counseling). Slots should
include chairs in group rooms and private offices for individual sessions. Avoid duplicate counts.
Outpatient Individuals Served is the total number of individuals served annually, based on the proposed Bond
BHCIP-funded slot count. This number is the maximum capacity over the course of a year; to calculate it, multiply the
number of slots by the maximum number of patients who could be served in that slot over the course of a year.
9e. What is the maximum number of treatment slots (aka "chairs") that are currently available at any given time? If none, enter 0.
64
9f. Based on the current slot count provided in question 9e, what is the maximum number of individuals being served daily? If none, enter 0.
128

9g. Based on the current slot count provided in question 9f, what is the maximum number of individuals being served annually? If none, enter 0.

23360

9h. What is the maximum number of additional treatment slots (aka "chairs") that will be available at any given time after the proposed project is complete? Please do not count treatment slots (aka "chairs") that are already included in your response to question 9e.

Example: An outpatient treatment program currently has 5 slots (question 9e) available and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand its size and service capacity to 15 slots. The number of additional treatment slots (aka "chairs") is 10.

8

9i. Based on the slot count provided in question 9h, what is the maximum number of additional individuals you anticipate serving daily? Do not count individuals that were included in your response to question 9f.

16

9j. Based on the slot count provided in question 9i, what is the maximum number of additional individuals you anticipate serving annually? Do not count individuals that were included in your response to question 9g.

Example: An existing outpatient treatment program for SUD serves 1,000 individuals annually (Question 9g) and proposes to use Bond BHCIP Round 2: Launch Ready funds to increase their slot count by 5 (Question 9h). The maximum number of patients they can serve in each of these proposed slots is 120 per year. As a result, the maximum increased capacity with Bond BHCIP funds would be 600 (5 new slots x 120 individuals per year= 600 individuals in increased capacity). This is the count of additional individuals served annually.

5840

9o. Facility #2 Construction type

Please select one of the following construction types for this facility.

- Ground-up new construction (e.g., a new facility or new setting being built)
- Addition to an existing structure (e.g., constructing a new wing or new floor)
- Rehabilitation and "tenant improvements" of an existing facility currently owned by applicant that requires a building permit (non-acquisition) and expands service capacity at the current site
- Acquisition and adaptive reuse of an existing property that requires a building permit (e.g., new acquisition and repurposing of an apartment building)
- Turnkey acquisition of an existing facility/building that is ready for operations that does not require a building permit

Ground-up new construction

9s. Will this proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2- proposed facilities.

Yes, as part of an existing campus

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PAC facility 03

9a. What Type is Facility #3?
Mental Health Facility
9b. Please select the Mental Health facility type for Facility #3
Social Rehabilitation Facility (SRF)
Treatment Slot (aka "chair") refers to the number of people a facility can treat at any given time, based on how many
chairs or rooms are available for scheduled behavioral health services (e.g., therapy or counseling). Slots should
include chairs in group rooms and private offices for individual sessions. Avoid duplicate counts.
Outpatient Individuals Served is the total number of individuals served annually, based on the proposed Bond
BHCIP-funded slot count. This number is the maximum capacity over the course of a year; to calculate it, multiply the
number of slots by the maximum number of patients who could be served in that slot over the course of a year.
9e. What is the maximum number of treatment slots (aka "chairs") that are currently available at any given
time? If none, enter 0.
0
9f. Based on the current slot count provided in question 9e, what is the maximum number of individuals being
served daily? If none, enter 0.
0

9g. Based on the current slot count provided in question 9f, what is the maximum number of individuals being served annually? If none, enter 0.

0

9h. What is the maximum number of additional treatment slots (aka "chairs") that will be available at any given time after the proposed project is complete? Please do not count treatment slots (aka "chairs") that are already included in your response to question 9e.

Example: An outpatient treatment program currently has 5 slots (question 9e) available and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand its size and service capacity to 15 slots. The number of additional treatment slots (aka "chairs") is 10.

0

9i. Based on the slot count provided in question 9h, what is the maximum number of additional individuals you anticipate serving daily? Do not count individuals that were included in your response to question 9f.

0

9j. Based on the slot count provided in question 9i, what is the maximum number of additional individuals you anticipate serving annually? Do not count individuals that were included in your response to question 9g.

Example: An existing outpatient treatment program for SUD serves 1,000 individuals annually (Question 9g) and proposes to use Bond BHCIP Round 2: Launch Ready funds to increase their slot count by 5 (Question 9h). The maximum number of patients they can serve in each of these proposed slots is 120 per year. As a result, the maximum increased capacity with Bond BHCIP funds would be 600 (5 new slots x 120 individuals per year= 600 individuals in increased capacity). This is the count of additional individuals served annually.

0

Bed refers to a physical bed in a facility that can accommodate one person per 24-hour period. This figure must reflect the actual number of individual physical beds that will be available after the residential/inpatient facility expansion is complete. Avoid duplicate counts.

Residential Individuals Served is the total number of individuals served annually, based on the proposed Bond BHCIP-funded bed count. This number is the maximum capacity over the course of a year; to calculate it, multiply the number of slots by the maximum number of patients who could be served in that bed over the course of a year.

9k. What is the maximum number of beds currently available at any given time? If none, enter 0.

66

9l. Based on the current bed count provided in question 9k, what is the maximum number of individuals being served annually?

66

9m. What is the maximum number of additional beds that will be available at any given time after the proposed project is complete? Please do not count beds that are already included in your response to 9k.

Example: An SUD residential treatment program currently has 10 beds available (Question 9k) and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand the size and service capacity of the facility to have a total of 15 beds. The number of additional beds available after expansion with Bond BHCIP Round 2: Unmet Needs funds would be 5.

16

9n. Based on the expanded bed count provided in Question 9m, what is the maximum number of additional individuals you anticipate serving annually?

Example: An SUD residential treatment program currently has 10 beds available (Question 9I) and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand the size and service capacity of the facility by 5 beds (Question 9m). The maximum number of patients they can serve in each bed is 5 per year. The anticipated count of additional individuals to be served annually is 25 (5 new beds x 5 individuals per year= 25 individuals in increased capacity). This is the count of additional individuals served annually.

16

90. Facility #3 Construction type

Please select one of the following construction types for this facility.

- Ground-up new construction (e.g., a new facility or new setting being built)
- Addition to an existing structure (e.g., constructing a new wing or new floor)
- Rehabilitation and "tenant improvements" of an existing facility currently owned by applicant that requires a building permit (non-acquisition) and expands service capacity at the current site
- Acquisition and adaptive reuse of an existing property that requires a building permit (e.g., new acquisition and repurposing of an apartment building)
- Turnkey acquisition of an existing facility/building that is ready for operations that does not require a building permit

Ground-up new construction

9s. Will this proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2- proposed facilities.

Yes, as part of an existing campus

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PAC facility 04

Facility #4 Information

9a. What Type is Facility #4?

Mental Health Facility

9b. Please select the Mental Health facility type for Facility #4

Psychiatric Health Facility (PHF)

Bed refers to a physical bed in a facility that can accommodate one person per 24-hour period. This figure must reflect the actual number of individual physical beds that will be available after the residential/inpatient facility expansion is complete. Avoid duplicate counts.

Residential Individuals Served is the total number of individuals served annually, based on the proposed Bond BHCIP-funded bed count. This number is the maximum capacity over the course of a year; to calculate it, multiply the number of slots by the maximum number of patients who could be served in that bed over the course of a year.

9k. What is the maximum number of beds currently available at any given time? If none, enter 0.

0

9l. Based on the current bed count provided in question 9k, what is the maximum number of individuals being served annually?

0

9m. What is the maximum number of additional beds that will be available at any given time after the proposed project is complete? Please do not count beds that are already included in your response to 9k.

Example: An SUD residential treatment program currently has 10 beds available (Question 9k) and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand the size and service capacity of the facility to have a total of 15 beds. The number of additional beds available after expansion with Bond BHCIP Round 2: Unmet Needs funds would be 5.

16

9n. Based on the expanded bed count provided in Question 9m, what is the maximum number of additional individuals you anticipate serving annually?

Example: An SUD residential treatment program currently has 10 beds available (Question 9I) and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand the size and service capacity of the facility by 5 beds (Question 9m). The maximum number of patients they can serve in each bed is 5 per year. The anticipated count of additional individuals to be served annually is 25 (5 new beds x 5 individuals per year= 25 individuals in increased capacity). This is the count of additional individuals served annually.

119

90. Facility #4 Construction type

Please select one of the following construction types for this facility.

- Ground-up new construction (e.g., a new facility or new setting being built)
- Addition to an existing structure (e.g., constructing a new wing or new floor)
- Rehabilitation and "tenant improvements" of an existing facility currently owned by applicant that requires a building permit (non-acquisition) and expands service capacity at the current site
- Acquisition and adaptive reuse of an existing property that requires a building permit (e.g., new acquisition and repurposing of an apartment building)
- Turnkey acquisition of an existing facility/building that is ready for operations that does not require a building permit

Ground-up new construction

9s. Will this proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2- proposed facilities.

Yes, as part of an existing campus

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Additional Project Information

9t. Identify all existing and proposed behavioral health facility types that make up the campus model proposed and identify all funding sources being utilized or necessary to construct each facility type identified.

The Comprehensive Treatment Campus (Campus), which includes an existing 66-bed adult residential substance use disorder (SUD) treatment facility, was purchased by San Bernardino County (County) in December 2022 utilizing 2011 Realignment funds to fund property acquisition. The County will use Opioid Settlement funds to support current and future renovations at the Campus.

In 2023, the County was awarded Behavioral Health Continuum Infrastructure Program Round 5 funding to expand the Campus with an 18-bed adult withdrawal management treatment center, a 14-bed adolescent psychiatric residential treatment facility, a 16-bed adolescent residential SUD treatment facility, and a 36-bed adult residential SUD treatment center. A new community wellness center and an outpatient clinic serving adults and youth will also be constructed. Construction is supported by BHCIP Round 5 and 2011 Realignment in match funds.

In 2023, the County also secured funding through the Community Care Expansion (CCE) – Capital Expansion grant to build a 52-bed adult recovery residence facility on this Campus, leveraging both 2011 Realignment and CCE funds in match to support construction.

Finally, under Bond BHCIP Round 2, the County proposes expanding the Campus by constructing four (4) additional facilities referenced herein. Construction of the Psychiatric Health Facility and the Crisis Stabilization Unit will be supported by 1991 Realignment funds in match funds. The construction of the Social Rehabilitation Facility will be funded by the Mental Health Services Act or Behavioral Health Services Act, while the Sobering Center will be supported by 2011 Realignment in match contributions.

9u. Will the proposed facility on this campus include housing (non-Bond BHCIP funding)?

No

9v. Will this campus be co-located with other housing projects (e.g. BHBH, Homekey, etc.)?

No

21/24

10. What is the projected construction completion date for the project? Please enter as MM/DD/YYYY

11/30/2029

11. Describe how the proposed project will address behavioral health priorities and unmet needs within the community(ies) to be served. Reference appropriate evidence such as county health assessments and state health disparities reports.

San Bernardino County (SBC) is the largest county in the nation by land area (20,105 square miles) and the fifteenth most populous, with 2.2 million residents. Its size and geography create persistent inequities in access to critical behavioral health services for many residents. The High Desert region, where the proposed project will be located, is home to approximately 430,000 residents and currently lacks access to geographically reasonable locked or inpatient levels of behavioral health care. The nearest Lanterman-Petris-Short (LPS) designated inpatient facility is more than 46 miles away via a congested, weather-prone highway—placing significant strain on emergency responders and mobile crisis teams transporting individuals on psychiatric holds, while limiting access for residents voluntarily seeking this level of care.

The proposed project will close these gaps by developing a coordinated continuum of care including a new 16-bed LPS-designated Psychiatric Health Facility (PHF), a 20-slot Sobering Center, a 20-slot Crisis Stabilization Unit (CSU), and a 16-bed Social Rehabilitation Facility (SRF). Together, these facilities will provide accessible alternatives to emergency departments (EDs), strengthen local capacity, and reduce avoidable hospitalizations.

The Sobering Center will meet unmet needs both locally and statewide. According to National Sobering Collaborative records, 23 sobering centers are currently operational in California, with an additional four (4) more planned, none of which exist in SBC. This project will be the county's first, offering safe, short-term recovery for non-violent individuals experiencing acute intoxication. This will provide significant relief for local EDs, especially given that alcohol-related conditions account for approximately 7% of all ED visits nationwide (National Institute on Alcohol Abuse and Alcoholism).

Integrating the CSU and SRF will further augment this continuum, enabling a comprehensive pathway with diverse levels of care (crisis, outpatient, residential, and inpatient) for consumers of both mental health and SUD services. Additionally, the Sobering Center and PHF will function as Alternate Destinations through a Triage to Alternate Destination program, allowing Emergency Medical Services (EMS) to transport behavioral health emergencies directly to non-ED facilities. This model provides first-line responses to behavioral health crises while offering access to more intensive care within the same campus, further reducing strain on EDs.

Co-locating these four (4) new facilities on a campus that houses SUD residential and withdrawal management services, SUD outpatient care, adult recovery residences, adolescent SUD residential, Psychiatric Youth Residential Treatment Facility, and a youth wellness center will ensure seamless integration of services. Proximity to homeless shelters will further strengthen linkages to housing and supportive services. Finally, leveraging shared infrastructure and staff expertise will reduce operating costs, support the expansion of capacity in the High Desert, and provide a

sustainable model for service delivery. This initiative aligns with county health priorities to expand access to behavioral health treatment and responds to state-identified health disparities by addressing unmet needs in a geographically underserved region.
12. Please provide the following information about the proposed project location.
12a. Proposed project site/property city
Victorville
12b. Proposed project site/property county
San Bernardino
12c. Does the proposed project site/property have a specific address or addresses? Yes
12d. Proposed street address
13333 Palmdale Rd, Victorville, CA 92392
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Please use the "Next" button to move to the next page. If you press the "Next" button but still have incomplete answers to required questions, this page will not advance until you have completed all the required questions.

PAC Questions

Q13. Are you submitting an application for more than one project?
No
14. Are there specific questions you would like to share in anticipation of the PAC?
No.
Please use the "Save & Continue Editing" button to save your work and remain on this page.

Please use the "Next" button to move to the next page. If you press the "Next" button but still have incomplete answers to required questions, this page will not advance until you have completed all the required questions.

I hereby certify that

- 1) I possess the authority to submit this certification on behalf of the Applicant (and co-applicant, if applicable).
- 2) I am providing this information in connection with an application for funding from the State of California (the "State") through the Department of Health Care Services ("DHCS") pursuant to the Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs Application.
- 3) I certify that the information, statements, and attachments included in this application are, to the best of my knowledge and belief, true and correct.

Once you have confirmed and certified the Pre-Application Consultation Request Form is complete, click the "MARK AS COMPLETE" button below followed by the "SUBMIT" button on the left side of the screen to submit the Pre-Application Consultation Request Form. For questions or concerns, please contact the <u>Bond BHCIP</u> Support Desk. Thank you.

Bond BHCIP Round 2 Application - Section 1: Minimum Requirements Confirmation

As part of our ongoing commitment to ensuring the highest standards of quality and compliance, the information collected through this application will be utilized primarily for application scoring and, if you are awarded, the development of your Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Program Funding Agreement (PFA, or "contract"). By gathering detailed and accurate information, the Department of Health Care Services (DHCS) and Advocates for Human Potential, Inc. (AHP), the Bond BHCIP administrative entity, aim to mitigate risks, ensure the successful implementation and oversight of funded projects, and safeguard the interests of all stakeholders involved.

Note that the information gathered through this application will be shared with DHCS. Therefore, the submitted applications will be public records that are subject to public review pursuant to the California Public Records Act (CPRA) (Division 10 of Title 1 of the Government Code, commencing with Section 7920.000). After final awards have been issued, DHCS may disclose any materials provided by the applicants to any person making a request under the CPRA.

Section 1: Minimum Requirements Confirmation

To be eligible for funding consideration, projects must meet all nine minimum threshold requirements (listed below) at the time of application. In addition, applicants will be expected to submit all relevant documents, noted with an asterisk, with their completed application.

- Review the following list (also found in <u>RFA Section 2.1</u>):

 1. Site control* proven by any one of the following documents:
 - a. Title vested to applicant demonstrated with a current title report (ownership). Note: Title must be vested under the applicant or co-applicant entity's name to qualify for properly match
 - b. Executed purchase and sale agreement (PSA)
 - c. Mutually executed Letter of Intent (LOI), Note: Binding and nonbinding LOIs are both acceptable.
 - d. Executed Exclusive Negotiation Agreement (ENA)

Note: Other documentation demonstrating site control may be submitted for DHCS consideration; be sure to discuss any other proposed site control documentation during your required pre-application consultation (PAC). A memorandum of understanding (MOU) does not constitute site control

- 2. A preliminary title report* for the property to be improved or acquired with program funds. The preliminary title report should be dated within 30 days of application submission.
- 3. A sustainable business plan* (pro forma) with five-year projections (Form 9) within existing available funding (income and expenses) of future objectives and strategies for achieving them.
 4. A conceptual/schematic site plan* with a forecast of the development potential of the property.
- 5. Stakeholder support* as demonstrated by letters of support from internal boards of directors, Tribal councils or advisory boards, and professional/community partners, as relevant. For city, nonprofit, or forprofit applicants, this would be a letter of support from their county behavioral health agency
- Demonstration of county and Medi-Cal Investments to support ongoing sustainability.
- 7. Match amount and source identified.
- 8. Board Authorizing Resolution (BAR)* from the applicant and any co-applicants to confirm signing authority for the contract. Eligible entities may use the BAR template provided (Form 10). Local government sufficiently for the contract Engine entities can use their specific authorizing resolution document.

 9. Photo of proposed property* in pre-BHCIP stage. The high-quality photo should be in a JPG format with a size
- of 1024x768 pixels or larger, not to exceed 15MB in file size. A PDF will be an acceptable alternative file format.
- 1. Does the proposed project include only eligible facility types, as listed in Section 2,4 of the RFA?
- 2. Does the proposed project meet all nine minimum requirements, indicating it has met the "minimum project threshold"?

Review the requirements below before continuing your application. By completing and submitting this application, you are indicating your understanding and acceptance of the application and awards process requirements

- All data for the proposed project must be accurate and consistent across the application, All data and responses submitted should accurately reflect the proposed project and location and indicate how the
- proposed facility will address unmet behavioral health needs.

 Applicants are discouraged from using Al technology and/or cut-and-paste language
- Lead applicant and co-applicant information will be final DHCS will not accept any changes to the applicant(s) identified in the application once it has been submitted. Any requested changed to the applicant(s) will void an application or disqualify the application from the DHCS review process. In the event of a conditional award, any requested changes to the applicant(s) will result in the rescission of the conditional award.
- At their discretion, DHCS or AHP, DHCS' Bond BHCIP administrative entity, may contact applicants about their submitted application at any time during the review process.
- DHCS will not accept any changes, negotiations, or redlining made by conditional awardees to the PFA.

 Conditional awardees are expected to clear title to the subject property to be improved with Bond BHCIP
- funds and complete PFA execution within 90 days of receipt of the PFA.
- As part of the PFA execution process, conditional awardees must execute a Facility Access Agreement (FAA) stating that DHCS will have access to the Bond BHCIP-funded facility throughout the 30-year encumbrance period.
- All conditional awardees must be prepared to provide match documentation and all supporting documentation upon receipt of the conditional Notice of Award.

Bond Round 2 - Section 2: Project Information

1. Type of lead applicant

Note: More information will be gathered on the lead applicant in Section 4.

County - Government

2, is there a co-applicant for this Bond BHCIP Round 2: Unmet Needs application?

Note: All co-applicants are held to the same expectations and requirements as the lead applicant. Both lead applicants and co-applicants are required to provide the following documents and, if awarded and applicable, co-applicants must be prepared to co-sign the PFA and Performance Deed of Trust (PDOT) and/or Declaration of Restrictions (DOR).

- Board Authorizing Resolution (BAR)
- Corporate documents, if non- or for-profit organization

Certificate of Good Standing (COGS)

4. Proposed project title for Bond BHCIP Round 2: Unmet Needs Funding:

Example: Pacific Recovery Center

Note: If awarded, the project title will be used in the project's PFA and will be displayed in related communications. Please avoid referencing specific addresses and legislative bills in the project title. Any requested changes to the title will require DHCS approval and PFA modification.
Comprehensive Treatment Campus Expansion

5. Project Information

a. Describe how the proposed project will address health priorities and unmet needs within the community(ies) to be served.

San Bernardino County (SBC), the largest U.S. county by land area, faces persistent inequifies in access to behavioral health care. The High Desert region, home to over 430,000 residents, lacks reasonable access to locked or inpatient psychiatric services; the nearest Lanterman-Petris-Short (LPS) designated facility is more than 46 miles away. This gap strains emergency responders and mobile crisis teams while limiting timely access for residents in crisis.

The Comprehensive Treatment Campus Expansion directly addresses these unmet needs by establishing a coordinated continuum of care: a 16-bed LPS-designated Psychiatric Health Facility (PHF), 20-slot Sobering Center, 20-slot Crisis Stabilization Unit (CSU), and 16-bed Social Rehabilitation Facility (SRF). Together, these facilities will provide local alternatives to emergency departments (EDs), strengthen crisis response, and reduce avoidable hospitalizations.

The Sobering Center—the first in SBC—will relieve local EDs by offering safe, short-term recovery for nonviolent individuals experiencing acute intoxication, addressing a major statewide service gap. The CSU and SRF will expand the continuum, ensuring pathways across crisis, outpatient, residential, and inpatient levels of care. In addition, both the Sobering Center and PHF will serve as Alternate Destinations for EMS through a Triage to Alternate Destination program, diverting behavioral health emergencies from EDs to appropriate

Co-location with existing SUD treatment, recovery residences, youth services, and nearby homeless shelters ensures integration, streamlined referrals, and strong housing linkages. This initiative expands capacity in an underserved region, aligns with county health priorities, and establishes a sustainable, cost-effective model to reduce disparities in behavioral health access.

b. Describe how the proposed project fits into and bolsters the behavioral health continuum of care in the region. Reference appropriate evidence such as the "Assessing the Continuum of Care for Behavioral Health Services in California" report and any local needs assessments used to justify the proposed construction/expansion

250-word limit

The Department of Health Care Services' Assessing the Continuum of Care for Behavioral Health Services in California report identifies significant statewide shortages in inpatient beds, with more than half of counties identifying this as an urgent need; crisis stabilization, with only 52% of counties reporting sufficient capacity; sobering centers, with only 168 spaces reported statewide; and long-term social rehabilitation services with only 87 beds reported statewide, Local needs assessments, including Medi-Cal External Quality Review Organization (EQRO) reviews, further document emergency department boarding, limited inpatient availability, and the need for alternatives to long-distance transfers for individuals on psychiatric holds. The County's proposed project directly addresses these gaps and strengthens the continuum of care by expanding local inpatient and crisis capacity, diverting behavioral health emergencies from overcrowded EDs, and offering safe, short-term recovery options for individuals experiencing acute intoxication

Furthermore, due to its distance from central San Bernardino and its associated critical resources, the High Desert faces persistent challenges in ensuring residents can connect with needed behavioral health services. Centralizing a stand-along continuum in this region promotes geographic equity and reduces disparity in access throughout the County.

Finally, integration is central to the project's design, facilitating direct access to a continuum spanning crisis response, inpatient, residential rehabilitation, and outpatient treatment, while shared staffing and infrastructure lower costs and enhance sustainability. This initiative responds directly to state and local assessments, fills critical service gaps, and creates an evidence-informed model of integrated, community-based behavioral health care for the High Desert region,

c. Describe the types of service(s) and level of care designation(s) that will be offered in the facility(les) once the project has been completed. 125-word limit

The Crisis Stabilization Unit (CSU) will serve all ages, offering short-term (under 24 hours) urgent behavioral health assessment, crisis intervention, and stabilization as an alternative to emergency departments. The Psychiatric Health Facility (PHF) will provide locked, LPS-designated inpatient psychiatric care for adults 18 and older, ensuring safe, secure treatment during acute psychiatric episodes. The Social Rehabilitation Facility (SRF) will offer a home-like, community-based residential program for adults ages 18-59, providing 12-18 months of structured mental health treatment, skill development, and recovery support to prepare clients for independence. The Sobering Center will serve adults 18 and older with short-term, monitored recovery services for acute intoxication, diverting individuals from law enforcement and emergency departments and connecting them to ongoing treatment and supports.

d, Describe how the proposed project facility(ies) will receive referrals into the program.

The facilities in the proposed project will receive referrals from diverse sources. The sobering center and crisis stabilization unit (CSU) will receive referrals from law enforcement partners, hospital emergency departments and Acute Psychiatric Hospitals, walk-ins, and each other as providers of urgent behavioral health services. Social Rehabilitation Facility (SRF) referrals will be routed through a Department of Behavioral Health (DBH) team that works primarily with hospitals, crisis residential treatment providers, and the County Office of the Public Guardian. The PHF will receive referrals from DBH programs and contracted programs, including those co-located on the Campus. Additionally, as planned Alternate Destinations under Title 22, Chapter 5 of the California Code of Regulations, both the PHF and the Sobering Center will accept transports from Emergency Medical Services.

e. Will the proposed facility(ies) have established connections to step-up/-down services?

With the existing infrastructure, the developing infrastructure funded through BHCIP's Round 5 grant award, and the proposed project herein, the Comprehensive Treatment Campus will become a one-stop shop for diverse levels of care for San Bernardino County Medi-Cal members. This campus offers the full array of step-up and step-down options to meet each individual's unique needs.

From the entry point of the proposed Sobering Center or proposed Crisis Stabilization Unit, individuals needing immediate care for intoxication or mental health crisis can be triaged, served, and educated on the additional resources available onsite. Through residential options like the existing withdrawal management/substance use disorder (SUD) residential program, the existing Psychiatric Residential Treatment Facility (PRTF), and the proposed Social Rehabilitation Facility (SRF), these individuals have the option to receive ongoing freatment in a structured environment to support their continued recovery. For those with higher acuity, the proposed Psychiatric Health Facility can provide inpatient services in a locked, non-institutional environment. Finally, as individuals exit these diverse levels of care, existing onsite outpatient services and recovery residences are available to provide that additional support on an ongoing basis.

Where these needs cannot be met on-site, DBH will leverage additional local resources such as contracted emergency homeless shelters funded through the department, a nearby Crisis Residential Treatment center, partnership with local general hospitals for higher medical needs, and the ability to connect with DBH's robust network of care to ensure continued stability.

6. Provide a high-quality abstract summarizing the project, explaining why it is needed, how it addresses gaps in the statewide behavioral health continuum, and how it addresses the unmet needs identified in the Request for Applications (RFA). If the proposed project were to be awarded Bond BHCIP Round 2: Unmet Needs funds, this abstract may appear in public materials.

a. Review the sample below and include, at minimum, the following information in your abstract:

- Project title
- Projected date of project completion (mrn/dd/yyyy)
- Type(s) of construction (e.g., ground-up new construction; addition to an existing structure; rehabilitation of an existing facility; acquisition and adaptive reuse of an existing property; acquisition of an existing facility/building, ready for turnkey operations). If an existing structure, please indicate whether it is currently in operation and for what use.
- Geographic area(s) (e.g., county, city) and identification of regional or multi-county collaboration, if
 applicable
- Phase of project development (planning and predevelopment, design development, shovel-ready, construction)
- Organization's experience and plans for serving population(s) of focus
- Special or priority population(s) to be served by the facility, such as justice-involved persons, people
 experiencing homelessness, and/or youth in foster care, for example
- Community assets leveraged and/or unmet needs addressed by the proposed project; refer to state or local needs assessments as applicable
- Co-applicants or collaborators involved in the project, if any

Example: The Omega Organization is requesting funding for its ABC Project, which will repurpose an abandoned grocery store to become a Community Mental Health Clinic that will expand behavioral health capacity for children and youth. This project is in the design development phase, and we anticipate completion of the project by August 2029. The Omega Organization has over 50 years of experience working with children and youth and will partner with Westvale Behavioral Health to build a clinic that will expand behavioral health services for children, youth, and their families. The ABC Project will address the high need for children and youth behavioral health services in the northern region of _____ County and will specifically serve youth who are justice-involved and/or in foster care. As identified in the state's needs assessment, at present there are no Community Mental Health Clinics designed to serve children and youth in this area.

The Comprehensive Treatment Campus Expansion is an ongoing behavioral health initiative in the High Desert region of San Bernardino County, with the proposed addition's projected completion by September 1, 2029. The expansion involves four new ground-up construction projects, currently in the planning and predevelopment phase.

San Bernardino County Department of Behavioral Health (DBH), the applicant, operates a broad continuum of services through nearly 1,500 employees and more than 400 contracts with community providers, county departments, state agencies, and law enforcement. This infrastructure positions DBH to effectively develop and operate the proposed facilities, designed to serve residents across the High Desert—particularly justice-involved individuals, people experiencing homelessness, and other high-priority populations disproportionately impacted by behavioral health inequities.

The campus will include a 16-bed Psychiatric Health Facility, 20-slot Crisis Stabilization Unit, 16-bed Social Rehabilitation Facility, and the County's first Sobering Center. Together, these facilities will fill urgent service gaps identified in the Department of Health Care Services' Assessing the Continuum of Care for Behavioral Health Services in California report and local needs assessments, which document the absence of sobering services in San Bernardino County and highlight limited inpatient, stabilization, and residential treatment capacity.

By co-locating new facilities with existing substance use disorder treatment, youth residential services, and recovery residences, the project will leverage community assets, create seamless pathways of care, and reduce reliance on distant emergency departments and inpatient hospitals. This integrated campus will strengthen the regional continuum of care, reduce health disparities, and provide sustainable, community-based behavioral health freatment.

b. What date will the proposed project open?

To continue with the application, please enter a date between April 2026 and June 2030 in the MM/DD/YYYY format.

09/01/2029

7. Indicate which of the following State and/or RFA-identified priorities the proposed project is aligned with (RFA Section 1.1) and describe how the project will meet each of those priorities, Use a distinct description for each priority indicated and include statistical data when applicable. Select all that apply. State Priorities

Priority

Does the proposed project align with this priority?

Address urgent needs in the care continuum for people with mental health or substance use conditions, including unhoused people, veterans, older adults, adults with disabilities, and children and youth

The Comprehensive Treatment Campus Expansion directly addresses urgent service gaps in the High Desert, where residents face limited access to crisis and inpatient care. The Crisis Stabilization Unit (CSU) will serve all ages, ensuring immediate, short-term stabilization for children, youth, and adults experiencing acute crises. For adults 18 and older requiring intensive intervention, the Psychiatric Health Facility (PHF) provides the only local LPS-designated locked inpatient care. Adults 18–59 needing extended residential freatment can step down into the Social Rehabilitation Facility (SRF), while the Sobering Center will offer the region's first low-barrier recovery option for adults 18+ experiencing acute intoxication. Together, these facilities strengthen the continuum for unhoused people, veterans, older adults, individuals with disabilities, and youth.

Invest in behavioral health and community care options that advance health equity of behavioral Yeshealth care and community options.

The High Desert's geographic isolation has long limited equitable access to behavioral health treatment. By building a full continuum of services in this underserved region, the project reduces refiance on distant hospitals and EDs. The CSU's all-ages scope ensures equity for children and youth, while the PHF, SRF, and Sobering Center expand adult treatment options. Co-location with youth residential SUD programs and the youth Psychiatric Residential Treatment Facility further ensures age-appropriate pathways. This project advances health equity by bringing local, culturally responsive care to a historically marginalized region of San Bernardino County.

Increase options across the life span that serve as an alternative to incarceration, hospitalization, Yeshomelessness, and institutionalization.

The CSU provides immediate crisis response for all ages, preventing unnecessary hospitalization or juvenile detention. The Sobering Center offers a safe diversion from EDs and jails for adults experiencing acute intoxication. The PHF fills the inpatient page for adults requiring secure treatment, reducing transfers to distant facilities. The SRF creates a structured, home-like alternative to long-term institutionalization, preparing adults 18–59 for independence. Finally, the PHF and Sobering Center will serve as Alternate Destinations as part of the County's Triage to Alternate Destination program, allowing direct referrals from EMS that reduce unnecessary ED utilization. Together, these services divert individuals away from incarceration, homelessness, and institutional care into recovery-focused community settings.

Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing unsheltered homelessness and instite involvement

The campus is designed with vulnerable populations in mind. Locating services near homeless shelters and crisis residential treatment services creates direct referral pathways for unsheltered individuals. EMS and law enforcement can transport people in crisis directly to the PHF or Sobering Center, ensuring that justice-involved individuals are finked to treatment rather than incarceration. The PHF ensures timely stabilization for adults who might otherwise remain in EDs, while the SRF provides a safe environment for adults at risk of cycling between crisis and homelessness. Children and youth benefit from CSU access and on-campus transitions to youth-specific residential care.

Ensure care can be provided in the least restrictive settings to support community integration, choice, Yes and autonomy.

Of the four facilities, only the PHF will operate as a locked unit to meet LPS-designation requirements for adults meeting criteria for psychiatric inpatient services. The CSU, Sobering Center, and SRF all provide less restrictive, community-based environments where individuals can recover safely while maintaining autonomy and diignity. Co-location allows seamless step-downs from intensive to supportive care, ensuring that individuals receive treatment in the least restrictive setting appropriate to their needs, promoting reintegration, choice, and independence. These priorities are consistent with the Values of San Bernardino County Department of Behavioral Health, which emphasize effective services in the least intrusive and/or restrictive environment.

Leverage county and Medi-Cal investments to support ongoing sustainability.

support ongoing sustainability.

San Bernardino County Department of Behavioral Health (DBH) operates nearly 1,500 staff and 400+ contracts, with strong Medi-Cal reimbursement structures in place. The CSU, PHF, SRF, and Sobering Center are designed to integrate with DBH's Medi-Cal network by either providing billable services themselves or by potentially connecting individuals with subsequent Medi-Cal billable services, ensuring long-term financial sustainability. By aligning the project with DBH's existing network, the County maximizes public investments and ensures continuity of funding to support operations. With sixteen beds, the PHF is exempt from the Social Security Act's exclusion of federal funding for Institutions for Mental Diseases, enabling Medi-Cal dollars to support its ongoing operation. Similarly, the CSU and SRF will provide Medi-Cal billable services that enhance the sustainability of the project. Inclusion of local funding sources such as, but not limited to, 1991 Realignment, 2011 Realignment, and Mental Health Services Act/Behavioral Health Services Act for ongoing sustainability of these programs demonstrates the County's commitment to increasing access to these much-needed services for the vulnerable population in the High Desert Region. Additionally, this funding commitment is in alignment with DBH Values, including the responsible use of our resources to ensure financial sustainability.

Leverage the historic state investments in housing Yes

The campus complements California's historic investments by integrating behavioral health with housing supports. Co-location near shelters and recovery residences ensures direct transitions from treatment to housing stability. Adults exiting the SRF or PHF may be connected to permanent supportive housing or recovery residences, while CSU and Sobering Center clients can be quickly linked to shelter or housing navigation. This integration ensures that treatment addresses not only behavioral health but also the root drivers of homelessness, aligning the project with statewide housing and behavioral health priorities.

RFA-Identified Priorities

Priority Does the proposed project align with this priority?

Address the remaining gaps in the statewide behavioral health continuum.

Yes

The Department of Health Care Services' Assessing the Continuum of Care for Behavioral Health Services in California report identifies persistent gaps in crisis stabilization, inpatient, and sobering center capacity. San Bernardino County's High Desert region exemplifies these gaps, with no local sobering center, limited crisis stabilization options, and no geographically accessible locked inpatient beds. By establishing a CSU serving all ages, a 16-bed LPS-designated Psychiatric Health Facility for adults, a 16-bed Social Rehabilitation Facility, and the County's first Sobering Center for adults, the project directly responds to these deficits. This campus strengthens the statewide continuum by filling service voids in an underserved region and aligning with state priorities to expand crisis and residential treatment.

Invest in mental health community residential beds and crisis settings.

The project creates new capacity across residential and crisis levels of care. The Social Rehabilitation Facility (SRF) adds 16 community-based residential beds for adults ages 18–59, supporting 12–18 months of structured

recovery in a home-like setting. The Psychiatric Health Facility (PHF) provides locked inpatient care for adults 18+, while the Crisis Stabilization Unit (CSU) serves all ages with immediate crisis intervention and stabilization. The Sobering Center introduces a 20-slot, short-term stabilization option for adults experiencing acute intoxication. Together, these investments expand local residential and crisis services, ensuring timely access and smooth transitions between care levels.

Distribute grant funds to rural and/or remote area(s) with outstanding behavioral health needs or insufficient behavioral health infrastructure.

San Bernardino County is the largest county in the nation by land area, and its High Desert region—home to more than 430,000 residents—remains geographically isolated from critical behavioral health infrastructure. The nearest LPS-designated inpatient facility is over 46 miles away, accessible only by a congested, weather-prone highway. This project directly targets those rural and remote service gaps, bringing an integrated continuum of crisis, inpatient, residential, and sobering services into a region with long-documented shortages. By investing in the High Desert, the project ensures that residents can access lifesaving care close to home rather than being displaced by distance and limited infrastructure.

No

Invest in geographic areas with no prior BHCIP infrastructure projects.

Project is a regional model that will involve the construction, renovation, and/or expansion of community-based services.

8. Services Payors

Note: If awarded, conditional grantees must commit to providing behavioral health services for a minimum of 30 years and are expected to operate within the DHCS-approved grant project scope, including the requirement to meet or exceed the Medi-Cal payor percentage identified. Grantees must also agree to a 30-year encumbrance on the awarded facility property's assessor's parcel number(s) (APNs).

Provide the anticipated percentage of funds by payor. This applies to all facilities that are part of the proposed project, including the portion that would receive Bond BHCIP Round 2: Unmet Needs funding. Enter whole numbers only. Enter 0 if a payor category does not apply. The total must equal 100%.

Payors Anticipated Percentage

Private insurance or employer-provided

Medi-Cal 50

Medicare

Private pay

Mental Health Services Act (MHSA)

Behavioral Health Services Act (BHSA)

Substance Abuse and Mental Health Services Administration (SAMHSA)

Indian Health Services

Other 50

Total 100

Describe how the behavioral health services to be delivered at the project site(s) will be funded for the full duration of the 30-year service use restriction period.

125-word limit

Psychiatric Health Facility (PHF) services will be sustained through Medi-Cal FFP and 1991 Realignment funds. Crisis Stabilization Unit (CSU) services and Social Rehabilitation Facility (SRF) services will be sustained through Medi-Cal FFP and Mental Health Services Act (MHSA)/Behavioral Health Services Act (BHSA) funds. Sobering Center services will be sustained through a combination of Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG); Managed Care Plan; Behavioral Health Services Act; and 2011 Realignment funds.

9. Is this a regional collaboration with regard to service delivery?

For purposes of this application, a regional model is described as counties and/or Tribal entities partnering to create established networks of organized systems of care. This may include two or more counties that propose a facility that will provide behavioral health services to residents of all counties involved. For the complete definition of engineer collaboration, see Attachment E: Glossary of Terms.

No.

10. Facility Details

10a. How many facility types are part of this request for funding? Each facility must be reported separately, regardless of type.

10b, How many buildings are part of this project?

Respond to the following questions by providing information for each facility type included in

this request for Bond BHCIP Round 2: Unmet Needs funding, Refer to RFA Section 2.4; Elimble Facility Types for additional guidance.

Note: Unless atherwise specified, all requested data, projections, and responses should refer only to the Bond BHCIP funding being requested.

- Square Footage: Indicate the portion of the facility that would be expanded using Bond BHCIP Round 2: Unmet Needs funds and enter numbers only (e.g., enter 1,354 square feet as "1354").
 Example 1: An existing 10,000-square-foot building will be rehabilitated to become a new Mental
 - Example 1: An existing 10,000-square-foot building will be rehabilitated to become a new Mental Health Rehabilitation Center. The total square footage that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 10,000 square feet (entered as *10000*).
 - Example 2: An outpatient treatment program currently operating and providing behavioral health services in a 10,000-square-foot building will expand its facility to 15,000 square feet total. The total square footage for expansion that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 5,000 square feet (entered as "5000").
- Treatment Slots and Beds: Refer to the Bond BHCIP <u>Frequently Asked Questions</u> (FAQs) for further
- Outpatient and Residential/Inpatient Individuals Served Annually; Refer to the Bond BHCIP FAQs for further guidance.

Note: Questions below apply to each facility type in the prospective Bond BHCIP Round 2: Unmet Needs-funded project(s). For additional information and facility type definitions, see the <u>RFA</u> and <u>Attachment E: Glossary of Terms</u>.

Facility 1

elect the category your facility falls under.

Social Rehabilitation

10d. Explain how the proposed facility will meet all licensing and certification requirements. If the proposed facility does not require licensing or certification, please explain, Refer to the Bond BHCIP FAQs for further guidance.

125-word limit

Social Rehabilitation Facilities (SRFs) are licensed by the Department of Health Care Services as well as through the California Department of Social Services, Community Care Licensing Division. The facility will meet all licensing requirements including compliance with facility health and safety standards; staff qualifications, training, and staffing ratios; written program plans and policies; admission/discharge cnteria; and client protections. The facility will obtain and maintain Medi-Cal certification through site inspections, documentation review, and ongoing monitoring for compliance. The facility will also demonstrate coordination with local mental health plans, ensure access to supportive services, and maintain records consistent with Medi-Cal billing when applicable, Periodic renewals and inspections sustain licensure.

10e. Construction type Ground-Up Construction

10f. What is the total square footage being constructed, added, rehabilitated, or acquired for this facility? Whole numbers only.

8.410

10g. What is the amount of requested funds that will be applied to the development of this facility? Whole numbers only. Format: 12345

10h. Will funds from other sources, including other grants, loans, other bond investments, or elsewhere, be

No. Local funding to be utilized/ no grants or bond investments

10i. Will the proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2 proposed facilities.

Identify all existing and proposed behavioral health facility types that make up the campus model proposed and identify all funding sources that are or will be needed to construct each proposed facility type, (125

The Comprehensive Treatment Campus Expansion (Campus) currently includes a 66-bed adult residential substance use disorder (SUD) treatment facility, purchased in 2022 with 2011 Realignment funds, with Opioid Settlement funds supporting renovations, in 2023, the County was awarded Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 funding to add an 18-bed adult withdrawal management center, a 14-bed adolescent psychiatric residential facility, a 16-bed adolescent SUD residential facility, a 36-bed adult SUD residential facility, plus a community wellness center and outpatient clinic. The County also secured Community Care Expansion (CCE) funds to construct a 52-bed adult recovery residence, with 2011 Realignment match. Under Bond BHC/P Round 2, the County proposes a 16-bed Psychiatric Health Facility, 20-slot Crisis Stabilization Unit. 20-slot Sobering Center, and 16-bed Social Rehabilitation Facility.

Describe how the services will be integrated and coordinated across facilities to enhance the continuum of care and achieve desired health outcomes. (250 word limit)

The Social Rehabilitation Facility (SRF) will function as an integral fixture in the Comprehensive Treatment Campus. providing 12-18 months of structured, home-like residential treatment that emphasizes skill-building, independence, and community reintegration. Unlike short-term crisis or inpatient care, the SRF offers the stability and intensity required for individuals to practice recovery in real-life contexts, supported by high-intensity therapeutic groups, daily living skills training, and structured peer and staff support.

Integration with the broader campus ensures that the SRF is not an isolated service, but rather the next step in a coordinated continuum of care. Individuals may begin at the Crisis Stabilization Unit, transition through inpatient treatment at the Psychiatric Health Facility, and then step down to the SRF to continue progress in a less acute but highly supportive setting. The Sobering Center will also provide a referral pathway for individuals whose recovery needs extend beyond stabilization, creating opportunities for longer-term rehabilitation at the SRF

The Department of Behavioral Health will coordinate services through multidisciplinary care teams, shared treatment planning, and strong linkages to housing, employment readiness, and outpatient providers. By embedding the SRF within a network of crisis, inpatient, and outpatient services, individuals can move fluidly across levels of care without disruption, maintaining continuity and trust with their treatment team

In this way, the SRF not only provides a safe, structured environment for sustained recovery but also completes the continuum, ensuring individuals leave treatment with the skills, confidence, and support to thrive independently,

Will the proposed facility on this campus include housing (non-Bond BHCIP funding)? Yes No

If yes, describe the proposed housing and explain how it relates to the campus.

Is the status of the housing support existing or planned? Yes No

What is the existing housing bed count?

Number: N/A

10u. Will this facility operate as a locked facility?

10v. What is the anticipated date of completion for this facility?

To continue with the application, please enter a date between April 2026 and June 2030 in the MM/DD/YYYY

9/1/2029

Respond to the following questions by providing information for each facility type included in this request for Bond BHCIP Round 2: Unmet Needs funding, Refer to RFA Section 2.4: Eligible Facility Types for additional guidance.

Important consideration: Unless specified otherwise, all requested data, projections, and responses should refer only to the Bond BHCIP funding being requested

- Square Footage: Indicate the portion of the facility that would be expanded using Bond BHCIP Round 2: Unmet Needs funds and enter numbers only (e.g., enter 1,354 square feet as "1354").
 - Example 1: An existing 10,000-square-foot building will be rehabilitated to become a new Mental Health Rehabilitation Center. The total square footage that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 10,000 square feet (entered as "10000").
 - Example 2: An outpatient treatment program currently operating and providing behavioral health services in a 10,000-square-foot building will expand its facility to 15,000 square feet total. The total square footage for expansion that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 5,000 square feet (entered as "5000").
- Treatment Slots and Beds: Refer to the Bond BHCIP Frequently Asked Questions (FAQs) for further quidance.
- Outpatient and Residential/Inpatient Individuals Served Annually: Refer to the Bond BHCIP Frequently Asked Questions (FAQs) for further guidance.

Note: Questions below apply to each facility type in the prospective Bond BHCIP Round 2: Unmet Needs-funded project. For additional information and facility type definitions, see the RFA and Attachment E: Glossary of Terms.

10c. Please select the category your facility falls under.

Crisis Stabilization Unit

10d. Explain how the proposed facility will meet all licensing and certification requirements. If the proposed facility does not require licensing or certification, please explain. Refer to the Bond BHCIP FAQs for further quidance.

125-word limit

The crisis stabilization unit will require Medi-Cal certification to provide Mode 10 crisis stabilization services. Certification will be provided through the standard County Medi-Cal certification process in collaboration with the Department of Health Care Services. DBH has contracted with the current provider of the High Desert region's twelve-space CSU since 2014, and the vendor has consistently met all Medi-Cal requirements to maintain certification. This program will migrate into the expanded twenty-space facility upon completion, and DBH will leverage the provider's extensive experience in obtaining and maintaining the necessary certification.

10e. Construction type New Ground Up Construction

10f. What is the total square footage being constructed, added, rehabilitated, or acquired? Whole numbers only.

11.520

10g. What is the amount of requested funds that will be applied to the development of this facility? Whole numbers only, Format: 12345

10h. Will funds from other sources, including other grants, loans, other bond investments, or elsewhere, be used to develop this facility?

Will the proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

"Campus" is defined as three or more elicible behavioral health facilities that are collocated at the same site. including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2 proposed facilities

Identify all existing and proposed behavioral health facility types that make up the campus model proposed and identify all funding sources that are or will be needed to construct each proposed facility type. (125 word limit)

The Comprehensive Treatment Campus (Campus) currently includes a 66-bed adult residential substance use disorder (SUD) treatment facility, purchased in 2022 with 2011 Realignment funds, with Opioid Settlement funds supporting renovations. In 2023, the County was awarded Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 funding to add an 18-bed adult withdrawal management center, a 14-bed adolescent psychiatric residential facility, a 16-bed adolescent SUD residential facility, a 36-bed adult SUD residential facility, plus a community wellness center and outpatient clinic. The County also secured Community Care Expansion (CCE) funds to construct a 52-bed adult recovery residence, with 2011 Realignment match. Under Bond BHCIP Round 2, the County proposes a 16-bed Psychiatric Health Facility, 20-slot Crisis Stabilization Unit, 20-slot Sobering Center, and 16-bed Social Rehabilitation Facility.

Describe how the services will be integrated and coordinated across facilities to enhance the continuum of care and achieve desired health outcomes. (250 word limit)

The proposed twenty-space crisis stabilization unit (CSU) offers the opportunity to expand the existing twelve-space CSU and integrate it into this comprehensive campus, thereby streamlining pathways both into and out of the program for individuals in crisis. In fiscal year (FY) 24/25 DBH-contracted CSUs received nearly 150 referrals from substance use disorder (SUD) treatment programs, and nearly 60 were placed in SUD residential treatment programs following discharge. The programs also received over 250 referrals from hospitals and hospital emergency departments, with over 400 discharges needing inpatient psychiatric treatment, Furthermore, 7.7% of all CSU admissions countywide presented with co-occurring mental health and substance use disorders; while receiving CSU services, these individuals were provided with substance use education and linkages to appropriate recovery resources located in diverse areas of the County.

The CSU will provide short-term, intensive care for individuals experiencing acute behavioral health crises in the High Desert, reducing reliance on emergency departments and long-distance transfers. As a central hub on the Comprehensive Treatment Campus, the CSU coordinates with the Psychiatric Health Facility for inpatient care, the Social Rehabilitation Facility for longer-term recovery, and the Sobering Center for acute intoxication cases. The CSU's proximity to SUD services, youth programs, and recovery residences on the same campus enables timely referrals and integrated case management.

10u. Will this facility operate as a locked facility?

10v. What is the anticipated completion date for this facility?

To continue with the application, please enter a date between April 2026 and June 2030 in the MM/DD/YYYY

9/1/2029

Respond to the following questions by providing information for each facility type included in this request for Bond BHCIP Round 2: Unmet Needs funding. Refer to <u>RFA Section 2.4: Eligible Facility</u>

Important consideration: Unless specified otherwise, all requested data, projections, and responses should refer only to the Bond BHCIP funding being requested.

- Square Footage: Indicate the portion of the facility that would be expanded using Bond BHCIP Round 2: Unmet Needs funds and enter numbers only (e.g., enter 1,354 square feet as "1354").
 - Example 1: An existing 10,000-square-foot building will be rehabilitated to become a new Mental Health Rehabilitation Center. The total square footage that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 10,000 square feet (entered as "10000").
 - Example 2: An outpatient treatment program currently serves 1,000 individuals per year in a 10,000-square-foot building and will expand its facility to 15,000 square feet. The total square footage that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 5,000 square feet (entered as '5000').
- Treatment Stots and Beds: Refer to the Bond BHCIP <u>Frequently Asked Questions</u> (FAQs) for further guidance
- Outpatient and Residential/Inpatient Individuals Served Annually: Refer to the Bond BHCIP Frequently Asked Questions (FAQs) for further guidance.

Note: Questions below apply to each facility type in the prospective Bond BHCIP Round 2: Unmet Needs-funded project(s). For additional information and facility type definitions, see the <u>RFA</u> and <u>Attachment E: Glossary of Terms</u>.

Facility 3

10c. Please select the category your facility falls under. Sobering Center

10d. Explain how the proposed facility will meet all licensing and certification requirements. If the proposed facility does not require licensing or certification, please explain. Refer to the Bond BHCIP FAQs for further

125-word limit

A sobering center is a non-correctional, non-treatment center that does not require licensing or certification.

This sobering center will also function as an Alternate Destination under Title 22, Chapter 5 of the California
Code of Regulations and will maintain compliance with all requirements thereof.

10e. Construction type

New Ground Up Construction

10f. What is the total square footage being constructed, added, rehabilitated, or acquired? Whole numbers only.
5,280

10g. What is the amount of requested funds that will be applied to the development of this facility? Whole numbers only, Format: 12345 \$4.572.521

10h. Will funds from other sources, including other grants, loans, other bond investments, or elsewhere, be used to develop this facility?

Will the proposed facility be part of a campus that collocates multiple levels of care on the behavioral health

"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2 proposed facilities. Yes

Identify all existing and proposed behavioral health facility types that make up the campus model proposed and identify all funding sources that are or will be needed to construct each proposed facility type, (125 word limit)

The Comprehensive Treatment Campus (Campus) currently includes a 66-bed adult residential substance use disorder (SUD) treatment facility, purchased in 2022 with 2011 Realignment funds, with Opioid Settlement funds supporting renovations. In 2023, the County was awarded Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 funding to add an 18-bed adult withdrawal management center, a 14-bed adolescent psychiatric residential facility, a 16-bed adolescent SUD residential facility, a 38-bed adult SUD residential facility, plus a community wellness center and outpatient clinic. The County also secured Community Care Expansion (CCE) funds to construct a 52-bed adult recovery residence, with 2011 Realignment match. Under Bond BHCIP Round 2, the County proposes a 16-bed Psychiatric Health Facility, 20-slot Crisis Stabilization Unit, 20-slot Sobering Center, and 16-bed Social Rehabilitation Facility.

Describe how the services will be integrated and coordinated across facilities to enhance the continuum of care and achieve desired health outcomes. (250 word limit)

The Sobering Center will serve as the County's first facility dedicated to short-term, safe recovery for individuals experiencing acute intoxication, offering an alternative to emergency departments for non-violent individuals experiencing acute intoxication. By stabilizing clients in a supportive, monitored environment, the center reduces unnecessary hospitalizations, ED boarding, and law enforcement involvement while connecting individuals to appropriate follow up care.

Integration within the Comprehensive Treatment Campus ensures a coordinated continuum of care. Once stabilized, clients can be referred to the Crisis Stabilization Unit for acute behavioral health needs, to the Psychiatric Health Facility for inpatient care if indicated, or to the Social Rehabilitation Facility for longer-term residential recovery and skill-building. The center also links clients to co-located substance use disorder outpatient programs, residential treatment, and supportive housing, ensuring continuity of care and access to higher levels of support as needed.

By functioning as a referral hub within the campus and a gateway for incoming individuals with substance use disorders, the Sobering Center creates clear, structured pathways that guide individuals from immediate stabilization to longer-term recovery. This integrated approach reduces reliance on emergency departments, facilitates timely access to appropriate care, and strengthens the overall behavioral health continuum. Ultimately, the Sobering Center promotes sustained recovery and improves outcomes for high-priority populations, including people experiencing homelessness, justice-involved individuals, and those at risk of repeated crisis episodes.

10u. Will this facility operate as a locked facility?

Nο

10v. What is the anticipated completion date for this facility?

To continue with the application, please enter a date between April 2026 and June 2030 in the MM/DD/YYYY format. 9/11/2029

Respond to the following questions by providing information for each facility type included in this request for Bond BHCIP Round 2: Unmet Needs funding. Refer to <u>RFA Section 2.4: Eliqible Facility Types</u> for additional guidance.

Important consideration: Unless specified otherwise, all requested data, projections, and responses should refer only to the Bond BHCIP funding being requested.

- Square Footage: Indicate the portion of the facility that would be expanded using Bond BHCIP Round 2: Unmet Needs funds and enter numbers only (e.g., enter 1,354 square feet as "1354").

 • Example 1: An existing 10,000-square-foot building will be rehabilitated to become a new Mental
 - Health Rehabilitation Center. The total square footage that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 10 000 square feet (entered as "10000").
 - o Example 2: An outpatient treatment program currently serves 1,000 individuals per year in a 10,000square-foot building and will expand its facility to 15,000 square feet. The total square footage that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 5,000 square feet (entered
- Treatment Slots and Beds: Refer to the Bond BHC/P Frequently Asked Questions (FAQs) for further
- Outpatient and Residential/Inpatient Individuals Served Annually: Refer to the Bond BHCIP Frequently Asked Questions (FAQs) for further guidance.

Note: Questions below apply to each facility type in the prospective Bond BHCIP Round 2: Unmet Needs-funded project(s), For additional information and facility type definitions, see the RFA and Attachment E: Glossary of

Facility 4

10c. Please select the category your facility falls under.

Psychiatric Health Facility

10d. Explain how the proposed facility will meet all licensing and certification requirements. If the proposed facility does not require licensing or certification, please explain. Refer to the Bond BHCIP FAQs for further guidance.

125-word limit

The PHF will adhere to all licensing requirements outlined in California Welfare and Institutions Code, Section 1250, and Title 9, California Code of Regulations (CCR), Chapter 11. To admit and treat individuals placed on involuntary psychiatric holds, a PHF must also obtain Lanterman-Petris-Short (LPS) designation from the county and DHCS, which requires additional oversight, security, and clinical protocols. The PHF will maintain compliance with safety standards, staffing ratios, staff training, and treatment program design. Additionally, the PHF will be compliant with Medi-Cal certification requirements, which monitor patient rights protections, admission/discharge policies, medical oversight, and Medi-Cal billing compliance. Finally, the PHF will adhere to all requirements of authorized mental health facilities identified as Altemate Destinations under Title 22, Chapter 5 of the California Code of Regulations.

10e. Construction type New Ground Up Construction

10f. What is the total square footage being constructed, added, rehabilitated, or acquired? Whole numbers only. 17 330

10g, What is the amount of requested funds that will be applied to the development of this facility? Whole numbers only, Format: 12345 \$15 374 002

10h. Will funds from other sources, including other grants, loans, other bond investments, or elsewhere, be used to develop this facility?

Will the proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2 proposed facilities.

Identify all existing and proposed behavioral health facility types that make up the campus model proposed and identify all funding sources that are or will be needed to construct each proposed facility type. (125 word limit)

The Comprehensive Treatment Campus (Campus) currently includes a 66-bed adult residential substance use disorder (SUD) treatment facility, purchased in 2022 with 2011 Realignment funds, with Opioid Settlement funds supporting renovations. In 2023, the County was awarded Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 funding to add an 18-bed adult withdrawal management center, a 14-bed adolescent psychiatric residential facility, a 16-bed adolescent SUD residential facility, a 36-bed adult SUD residential facility, plus a community wellness center and outpatient clinic. The County also secured Community Care Expansion (CCE) funds to construct a 52-bed adult recovery residence, with 2011 Realignment match. Under Bond BHCIP Round 2, the County proposes a 16-bed Psychiatric Health Facility, 20-slot Crisis Stabilization Unit, 20-slot Sobering Center, and 16-bed Social Rehabilitation Facility.

Describe how the services will be integrated and coordinated across facilities to enhance the continuum of care and achieve desired health outcomes. (250 word limit)

The Psychiatric Health Facility (PHF) will address a critical gap in psychiatric inpatient care for the High Desert region, where the nearest Lanterman-Petris-Short (LPS) facility is more than 46 miles away. This distance creates delays in care, increases reliance on emergency departments, and strains EMS and mobile crisis resources. By providing a local 16-bed LPS-designated PHF, the County will ensure timely, geographically accessible inpatient care for individuals experiencing acute psychiatric crises.

Coordination with DBH programs and contracted providers will ensure that incoming referrals are routed to the most appropriate level of care. Individuals may be admitted from any referring DBH program or contracted program to facilitate appropriate access and ensure the individual's needs can be rapidly addressed once it is determined that criteria are met, allowing the PHF to serve clients whose needs exceed outpatient or short-term stabilization services. Following stabilization, clients can transition to co-located step-down resources, including the Social Rehabilitation Facility for longer-term residential recovery, outpatient programs, or SUD treatment services. These transitions maintain continuity of care, reduce the risk of rehospitalization, and support recovery in a less restrictive, home-like environment.

The PHE's strategic placement within the Comprehensive Treatment Campus enables a fully integrated continuum, linking crisis response, inpatient care, residential rehabilitation, and community-based services. By providing local, coordinated inpatient care with built-in step-down pathways, the PHF enhances clinical outcomes, improves system efficiency, and strengthens the behavioral health continuum for high-priority populations, including individuals experiencing homelessness, justice-involved individuals, and those at risk of repeated psychiatric crises.

10u. Will this facility operate as a locked facility?

Explain why this will operate as a locked facility in accordance with your anticipated plan of operation (as defined by the relevant licensing requirements, based on the facility type). 125-word limit

The Psychiatric Health Facility (PHF) will operate as a locked facility in accordance with DHCS licensing and Lanterman-Petris-Short (LPS) designation requirements. This is essential because the High Desert currently lacks any geographically accessible locked inpatient psychiatric setting, forcing long-distance transfers that delay treatment and increase risk. Operating as locked ensures that individuals requiring involuntary holds under the LPS Act receive safe, secure, and timely care locally, while also providing appropriate stabilization before step-down to less restrictive services co-located on the campus.

10v. What is the anticipated completion date for this facility?

To continue with the application, please enter a date between April 2026 and June 2030 in the MM/DD/YYYY format.
9(1/2029)

11. Is the applicant willing to receive bond grant funding for part of the proposed project? Yes

12. Specify the services, treatments, and/or evidence-based practices that will be offered to meet the unique needs of the populations that will be served by the proposed facility(ies).

12a, Populations of Focus

Plans to meet the population's unique needs

The Crisis Stabilization Unit (CSU) will provide urgent mental health treatment to all ages. Services will be largeted to each individual's unique needs and may include, but not be limited to, assessment, crisis intervention, medication support, therapy, case management, and linkage to other appropriate resources. The CSU will work closely with other co-located programs, including the youth adolescent SUD residential facility and the incoming Psychiatric Residential Treatment Facility (PRTF) funded through a BHCIP Round 5 grant award, to connect these youth ages 15 and under with the most appropriate, least restrictive level of care.

Children and youth, ages 15 and younger

The Crisis Stabilization Unit (CSU) will provide urgent mental health treatment to all ages. Services will be targeted to each individual's unique needs and may include, but not be limited to, assessment, crisis intervention, medication support, therapy, case management, and linkage to other appropriate resources. For youth ages 16 and 17, the CSU will work closely with other co-located programs, including the youth adolescent SUD residential facility and the Psychiatric Residential Treatment Facility (PRTF) funded through a BHCIP Round 5 grant award, to connect these youth with the most appropriate, least restrictive level of care. For TAY adults ages 18-20, CSU services may serve as an entry point to the adult continuum on sife, including inpatient services at the PHF, if needed. Additionally, TAY adults requiring immediate attention for acute intoxication may seek services at the sobering center before connecting with the robust network of SUD services co-located at the proposed project site. If connected with the Social Rehabilitation Facility, these TAY adults may receive up to eighteen (18) months of long-term adult residential treatment to assist them in developing sufficient coping and life skills to return to their communities or move to the next appropriate level of care.

Transition-age youth, ages 16-20

next appropriate level of care.

The Crisis Stabilization Unit (CSU) will provide urgent mental health treatment to all ages. Services will be targeted to each individual's unique needs and may include, but not be limited to, assessment, crisis intervention, medication support, therapy, case management, and linkage to other appropriate resources. For these TAY adults, CSU services may serve as an entry point to the adult continuum on site, including admission to inpatient services at the PHF, if needed. Additionally, those requiring immediate attention for acute intoxication may seek services at the sobering center before connecting with the robust network of SUD services co-located at the proposed project site. If connected with the Social Rehabilitation Facility, TAY adults may receive up to eighteen (18) months of long-term adult residential treatment to assist them in developing sufficient coping and life skills to return to their communities or move to the next appropriate level of care.

Transition-age youth, ages 21-25

care.

All proposed facilities herein will serve adults, ages 18-64, with the exception of the Social Rehabilitation Facility (SRF), which will serve adults ages 18-59. The Crisis Stabilization Unit (CSU) will provide urgent mental health treatment to all ages. Services will be targeted to each individual's unique needs and may include, but not be limited to, assessment, crisis intervention, medication support, therapy, case management, and linkage to other appropriate resources. CSU services may serve as an entry point to the adult continuum on site, including admission to inpatient services at the PHF, if needed. If connected with the Social Rehabilitation Facility, adults ages 18-59 may receive up to eighteen (18) months of long-term adult residential treatment to assist them in developing sufficient coping and life skills to return to their communities or move to the next appropriate level of care, Additionalty, adults requiring immediate attention for acute intoxication may seek services at the sobering center before connecting with the robust network of SUD services co-located at the proposed project site.

Adults, ages 18-64

While targeted perinatal services are not incorporated into this application, CSU and Sobering Center services will be available for pregnant and postpartum people in need of immediate access to mental health or sobering services. Pregnant individuals who engage in services at the CSU or sobering center would be a priority population for access to ongoing SUD services in accordance with local, state, and federal substance use treatment priorities.

Perinatal (pregnant/postpartum women and their children)

The Crisis Stabilization Unit (CSU) will provide urgent mental health treatment to all ages. Services will be targeted to each individual's unique needs and may include, but not be limited to, assessment, crisis intervention, medication support, therapy, case management, and linkage to other appropriate resources. CSU services may serve as an entry point to the adult continuum on site, including admission to inpatient services are the PHF, if needed. Additionally, older adults requiring immediate attention for acute intoxication may seek services at the sobering center before connecting with the robust network of SUD services co-located at the proposed project site.

Older adults, ages 65 and older

12b, Special or Priority Populations

Plans to meet the population's unique needs

DBH ensures accessibility through trained staff and specialized support programs that address physical and mental health needs across the spectrum of disabilities. Staff receive training in cultural and linguistic competence and creating an inclusive and accessible environment for all

People with disabilities

Future efforts will emphasize expanded access to language and interpretation services, supporting individuals with disabilities in navigating behavioral health services.

DBH has long-standing partnerships with housing organizations and community-based services to address the needs of the unhoused. These partnerships are essential to providing access to behavioral health services for individuals who are homeless or at risk of becoming homeless. Programs such as the Project Roomkey and Project Homekey initiatives have been instrumental in providing lemporary shellter and connecting individuals with necessary mental health services.

People experiencing homelessness or housing instability

Recognizing that many unhoused individuals struggle with both mental health and substance use disorders, DBH provides integrated services designed to address these co-courring needs. These services are available in accessible community settings, such as crisis residential treatment facilities and stabilization units, ensuring that clients receive support without unnecessary barriers.

DBH also has a Homeless Outreach and Support Team (HOST) that offers community outreach and response as well as housing navigation. To support unhoused individuals in receiving the health care they need and building rapport, the InnROADS program provides field-based mental health services to residents.

The Community Health Workers/Promotores de Salud program is designed to address the specific mental health needs of the LGBTQ+ population, offering culturally sensitive support and outreach.

People who identify as LGBTQ+ (sexual orientation and gender identity minorities)

DBH will continue to build on the Promotores program, enhancing training and awareness to ensure that services remain inclusive and accessible to LGBTQ+ individuals.

People living with serious/severe mental or behavioral health conditions

As the Mental Health Plan (MHP) of San Bernardino County, DBH's target population for mental health services is adults with Serious Mental Illness (SMI) and children/adolescents with Serious Emotional Disturbance (SED), Crisis stabilization is a service intended to support individuals with SMI/SED, and the PHF services and SRF services outlined herein are intended to support the immediate and ongoing stabilization and wellness for adults with SMI.

People who are justice-involved

Women

San Bernardino County operates AB 109 (through 2011 Realignment) programs designed for justice-involved individuals, Services are co-located in probation offices, operated by DBH, and include mental health, substance use treatment, and co-occurring treatment.

To meet the behavioral health needs of its diverse clients and members DBH supports the development and delivery of gender specific programming. Specific programing for individuals who identify as female include but are not limited to residential treatment beds (SUD and crisis) and emergency homeless shelter sites.

Additionally, DBH's Cultural Competency Advisory Committee (CCAC) hosts a Women's Awareness Subcommittee that meets regularly throughout the year.

DBH supports robust programming that supports children and youth, including and especially those in foster care. The Coalition Against Sexual Exploitation (CASE) of San Bernardino County is a collaboration of public and private organizations with the common goal of pooling resources to combat the commercial sexual exploitation of children. CASE partner organizations combine resources to educate the community and protect, intervene, and treat children and youth who are victims of commercial sexual exploitation. CASE provides direct services to children who have been identified as commercially sexually exploited, or CSEC. The multidisciplinary team includes social workers from Children and Family Services, Public Defenders Office, and Behavioral Health; attorneys from the District Attorneys office and Public Defenders office; a probation officer, a public health nurse, an Alcohol and Drug Counselor, and advocates from Courl Appointed Special Advocate (CASA), Open Door; and an educational consultant from San Bernardino County Superintendent of Schools provides direct services.

Children and youth in foster care

Additionally, the Student Assistance Program (SAP) employs a school-based approach to provide targeted services to students in kindergarten through 12th grade who require interventions for substance abuse, mental health, academic, emotional, and/or social issues, SAP links education, programs, and services within and across school and community systems to form a support network for students.

Finally, One-Stop Transitional Age Youth (TAY) Centers provide integrated services to the unserved, underserved, and inappropriately served TAY individuals in San Bernardino County. These youth may be emotionally disturbed with significant functional impairment, severely and persistently mentally ill or at-risk of mental health issues, high users of acute facilities, homeless or at risk of being homeless (due to an existing out of home placement), have co-occurring disorders, and/or have a history of incarceration, institutionalization, and recidivism.

The Military Services and Family Support Program (MSFS) a prevention and early intervention program that provides mental health services to military veterans, active duty and retired military personnel, reservists, and members of the National Guard who served on or after September 11, 2001, and their families, throughout San Bernardino County. Services address the negative effects of traumatic events and other unique challenges of military life; services are provided in-home and/or in the community.

Veterans of the U.S. armed forces

12c. Indicate which of the following partnerships will apply to working with people who are justice-involved. Check all that apply:

No Responses Selected Indicate which justice-involved groups the facility will serve. Check all that apply.

Children and youth, ages 15 and younger

×

Transition-age youth, ages 16-20

×

Transition-age youth, ages 21-25

*

Adults, ages 18-64

Perinatal (pregnant/postpartum women and their children)

Older adults, ages 65 and older

**

How will those who are justice-involved be referred to the facility?

125-word limit

The Department of Behavioral Health (DBH) maintains a robust partnership with San Bernardino County Probation, drug courts, and the California Department of Corrections and Rehabilitation (CDCR). Established procedures and protocols are already in place to facilitate seamless referrals from CDCR, drug courts, county probation, and parole offices to DBH-provided services. DBH staff, co-located within probation offices, conduct in-person screenings, ensuring immediate identification of needs and suitability for residential services. Leveraging this close collaboration, DBH staff directly coordinate with the residential call center, expediting referrals and ensuring justice-involved individuals experience a streamlined, supportive transition into appropriate care. This system exemplifies a high-functioning, integrated approach to addressing the behavioral health needs of this vulnerable googulation.

12d. Specify the culturally competent services that will be developed and tailored to racial and ethnic populations identified.

Plans for culturally competent services

0.2% are the San Bernardino population is Native American, and this population comprises 0.2% of Medi-Cal members countywide. 0.5% of mental health consumers and 0.7% of substance use disorder consumers of Medi-Cal services identified as Native American in FY23/24.

American Indian or Alaska Native

DBH operates a Community Health Worker program staffed with people with lived experience with behavioral health services to provide outreach and education around the early signs of mental health in specific communities. The Native American/Alaskan Native community was a specific focus of this program.

Additionally, DBH contracts with the Native American Resource Center (NARC), a program that focuses on reducing stigma and discrimination associated with mental illness, increasing early access and linkage to medically necessary care and freatment, and improving timely access to services for the underserved Native American population.

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture. 8.5% of San Bernardino residents are Asian or Pacific Islander. 1.2 % of residents speak Asian or Pacific Islander languages. 2.2% of mental health consumers and 1.4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24.

Asian Indian

The curriculum for the Community Health Workers' Asian/Pacific Islander program was codeveloped with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Asian/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture, 7.3% are Black/African American, and this population comprises 10% of all Medi-Cal members countywide, 14.5% of mental health consumers and 9.9% of substance use disorder consumers of DBH services identified as Black/African American in FY23/24.

Black or African American

In FY 22/23, DBH ran a Community Health Worker program staffed with people with lived experience with behavioral health services to provide outreach and education around the early signs of mental health in specific communities. The Black/African American community was a specific focus of this program.

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture. 8.5% of San Bernardino residents are Asian or Pacific Islander. 1,2% of residents speak Asian or Pacific Islander languages. 2.2% of mental health consumers and 1,4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24.

Cambodian

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Asian/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture. 8.5% of San Bernardino residents are Asian or Pacific Islander. 1.2% of residents speak Asian or Pacific Islander languages. 2.2% of mental health consumers and 1.4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24.

Chinese

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Asian/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture. 8.5% of San Bernardino residents are Asian or Pacific Islander. 1.2% of residents speak Asian or Pacific Islander languages. 2.2% of mental health consumers and 1.4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24.

Filipino

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Asian/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture. 8.5% of San Bernardino residents are Asian or Pacific Islander. 1,2% of residents speak Asian or Pacific Islander languages. 2.2% of mental health consumers and 1,4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24.

Guamanian or Chamorro

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Asian/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

Hispanic, Latino, or Spanish Origin

Approximately 50% of the county's residents identify as ethnically Latino, which may be of any race. 21.4% of residents speak Spanish.

Approximately 68% of individuals who have sought substance use treatment services identified as nonwhite in the last Fiscal Year.
The Latino community was also a focus of DBH's Community Health Worker program.

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture, 8.5% of San Bemardino residents are Asian or Pacific Islander, 1,2% of residents speak Asian or Pacific Islander languages, 2,2% of mental health consumers and 1,4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24

Hmong

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Asian/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

San Bernardino County is home to 2.2 million residents from diverse communities of color San Bernardinio County's Broine to 2.2 million residents are Asian or Pacific Islander, 1,2% of residents speak Asian or Pacific Islander languages, 2,2% of mental health consumers and 1,4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24.

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander Additionally, the controlled of the Community Passed or Additional Additional Program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Asian/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture, 8.5% of San Bernardino residents are Asian or Pacific Islander, 1.2% of residents speak Asian or Pacific Islander languages, 2.2% of mental health consumers and 1.4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24

Korean

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Asian/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

San Bernarding County is home to 2.2 million residents from diverse communities of color San Bernardino County is nome to 2.2 million residents from diverse or confining and culture, 8.5% of San Bernardino residents are Asian or Pacific Islander, 1.2% of residents speak Asian or Pacific Islander languages. 2.2% of mental health consumers and 1.4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24.

Laotian

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Aslan/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture. 8.5% of San Bernardino residents are Asian or Pacific Islander. 1.2% of residents speak Asian or Pacific Islander languages. 2.2% of mental health consumers and 1.4% of substance use disorder consumers of Medi-Cal services identified as Asian or Pacific Islander in FY23/24.

Native Hawaiian

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

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Vietnamese

Additionally, the curriculum for the Community Health Workers' Asian/Pacific Islander program was co-developed with a local community-based organization, the Asian American Resource Center, and is updated as needed.

DBH's Cultural Competency Advisory Committee (CCAC) also hosts an Asian/Pacific Islander Awareness Subcommittee (API) that meets regularly throughout the year.

White

On average, approximately 23.2% of individuals seeking mental health treatment and 32.9% of individuals seeking substance use treatment in the County identify as White. This population comprises approximately 24.1% of the County's population and 15.2% of the Medi-Cal population.

Other

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture, 3.7% identify with a race not listed.

Please confirm the amounts entered in the following questions are correct before moving on:

- Section 2, Question 10g (funds requested per facility)
- Section 2, Question 10h (non-BHCIP funds per facility)

Bond Round 2 - Section 3.1: Project Site/Property

Please ensure you have completed Section 2: Project Information before moving on to this section.

1. Project Site/Property

Provide details about the project site/property using the fields below. When entering an address, write out all place names fully (e.g., Road, Street, Place, Boulevard), as abbreviations are not acceptable for PFA purposes. Have you identified a project site/property?

3. For the proposed project or proposed project location, list all public and private ceremonial events that have occurred over the past year or are planned for the near future (e.g., groundbreaking, cleansing, ribbon cutting).

250-word limit

The County has a planned groundbreaking event for the new construction of facilities funded by Behavioral Health Infrastructure Continuum Program Round 5 and Community of Care-Capital Expansion grant. This groundbreaking event signifies the expansion of the Comprehension Treatment Campus with the construction of facilities that will provide withdrawal management, adult and adolescent substance use disorder residential treatment.

4. Has the proposed project or proposed project location received any publicity (positive or negative) over the past year?

There have been no negative or positive publicity within the past year.

Bond Round 2 - Section 3.2: Development Plans and Financing

Please ensure you have completed Section 2: Project Information before moving on to this section.

1. Which phase of development describes the project's current status? Refer to RFA Section 2.2 for additional guidance.

The project is currently in the conceptual design phase.

2. Describe how the proposed project fits in the phase of development selected.

The proposed project is currently in the advanced development planning phase. San Bernardino County's Project and Facilities Management Department is working closely with cost estimation and design teams to refine the project scope, confirm feasibility, and ensure alignment with the County's behavioral health priorities.

During this phase, the project team is finalizing conceptual designs, validating budgets, and conducting risk assessments to reduce uncertainties before moving into construction. Coordination with the Department of Behavioral Health is ensuring that facility design directly supports service delivery requirements and integrates seamlessly with existing and planned programs on the Comprehensive Treatment Campus.

Key activities include securing necessary regulatory approvals, preparing procurement strategies, and developing detailed implementation schedules. These efforts are being advanced alongside stakeholder engagement to confirm that the proposed facilities address identified service gaps and meet community needs.

By completing these technical, financial, and operational preparations during the advanced development planning phase, the County is mitigating risks, strengthening cost controls, and establishing a clear roadmap for construction. This approach ensures that once funding is executed, the project will transition smoothly into the build phase and deliver timely, sustainable behavioral health infrastructure for the High Desert and broader County community.

3. List all outstanding construction approvals, will serve letters, and building permits required to complete each facility type referenced in this application and describe your strategy for applying for each within six months of fully executing a Bond BHCIP Round 2: Unmet Needs PFA. 250-word limit

Tollowing execution of the Bond BHCIP Round 2: Unmet Needs Project Funding Agreement (PFA), anticipated in Spring 2026, San Bernardino County (County) will immediately begin the internal approval process and required third-party reviews.

Outstanding construction approvals include:

- Building and construction permits through San Bernardino County Land Use Services.
- Will-Serve letters for water service coordination with the City of Victorville.
 Electrical approvals in coordination with Southern California Edison.
- Electrical approvals in coordination with Southern California Edison.

 Fig. 25(4), 2007, 2017, 20
- Fire safety approvals from the City Fire Department.
- Geotechnical testing and site approvals per County Land Use code updates and CEQA guidelines, with third-party consultation as needed.

The County's strategy is to submit all permit and Will-Serve applications within six months of executing the PFA. Early coordination with utility providers, local jurisdictions, and internal departments will be prioritized to ensure timely reviews and approvals. Regular stakeholder meetings, advanced preparation of required documentation, and proactive resolution of potential issues will minimize delays.

Through this coordinated approach, the County anticipates being fully prepared to commence construction within six months of funding execution, ensuring compliance with regulatory requirements and alignment with project timelines

4. Conditional awardees shall be solely responsible for any cost overruns beyond the award amount. Neither DHCS nor AHP will be responsible for any cost overruns. Describe your scope and cost-containment strategies, as well as any contingency plans for project cost overruns and fiscal strategies for managing the proposed project. Include specific examples of potential project cost savings, cost efficiencies, and cost leveraging.
250-word limit

The County of San Bemardino has established a robust framework for scope management, cost containment, and fiscal oversight to ensure the Comprehensive Treatment Campus Expansion remains within budget. The project scope is clearly defined, with phased deliverables for the Psychiatric Health Facility, Crisis Stabilization Unit, Social Rehabilitation Facility, and Sobering Center. Detailed cost estimates have been developed using historical data from similar BHCIP and Community of Care grant projects, incorporating prevailing wages and escalation contingencies.

Cost-containment strategies include competitive Design-Build procurement through the Request for Qualifications process to ensure best-value contracting, and leveraging pre-approved design templates from prior County behavioral health projects. Shared infrastructure across co-located facilities—such as utilities, administrative space, and common areas—reduces duplication and operating costs. Ongoing value engineering reviews during design and construction will identify additional savings without compromising quality or functionality.

Additional funding strategies, such as our match funding source, will leverage 2011 and 1991 Realignment, Medi-Cal, Opioid Settlement, and MHSA/Behavioral Health Services Act funds to supplement project costs as needed.

Examples of cost efficiencies include co-locating support services and shared mechanical systems, standardizing room layouts to reduce design and construction complexity, and integrating sustainable building measures such as solar canopies and energy-efficient lighting to reduce long-term operational costs. Collectively, these strategies provide fiscal resilience while ensuring the project delivers the intended behavioral health services to the High Desert community on schedule and within budget.

5. Use the fields below to provide details about the proposed project's construction and design. Note: Forms 3, 5, and 8 are not required of applicants with turnkey acquisitions.

a. Describe all due diligence, feasibility studies, and site inspections completed to date that indicate site appropriateness for the facility.

Preliminary due diligence confirms the site's appropriateness for behavioral health facility development. A feasibility study assessed zoning compliance, utility access, and land use alignment, identifying no barriers. Environmental and geotechnical reviews verified the absence of hazardous conditions and confirmed the site can support new construction. As of June 2025, critical tasks such as the ALTA survey, topographic report, and Phase I/II Environmental Site Assessments have been completed, all resulting in a negative declaration.

The site is vacant and ready for development, with only stormwater connection and updated code compliance remaining. Site inspections confirmed adequate infrastructure, transportation access, and proximity to community resources. Cost and constructability analyses further validated project feasibility, demonstrating readiness for ground-up construction.

b. Describe any preliminary site plans, design drawings, and/or construction plans. If no construction plan is yet in place, plan to submit a valid rough order of magnitude (ROM) cost estimate from an architect, engineer, or licensed general contractor (Section 3.5 Required Documents). 125-word limit

The proposed expansion of the Comprehensive Treatment Campus in San Bernardino will occur on approximately 350,000 square feet of site development, extending the southwest portion of the existing campus. Planned facilities include a 5,280 square-foot Sobering Center with 20 slots, a 17,330 square-foot Psychiatric Health Facility (PHF) with 16 beds with 100% anti-ligature design, and an 8,410-square-foot Adult Residential Facility for long-term care. The PHF will provide secure, locked psychiatric treatment for voluntary and involuntary patients in compliance with Welfare and Institutions Code requirements, while the 11,520 square-foot voluntary Crisis Stabilization Unit (CSU) will deliver short-term, safe stabilization. All new construction will incorporate patient-centered design and landscaping to foster a recovery-oriented environment. The project is in conceptual design, with a licensed professional who has prepared a rough order of magnitude cost estimate for this application.

c. Describe any planned site amenities (e.g., community and common areas, laundry, gated access, security, recreational areas, community garden) and sustainable and green building elements 125-word limit

The facility is designed with amenities that enhance comfort, safety, and sustainability for residents, staff, and families. Sustainable features include solar canopies and dedicated EV parking to reduce energy use and environmental impact. Security and accessibility are prioritized through gated entry, secured employee parking, handicapped spaces, and ADA-compliant restrooms. Living accommodations include bedrooms with adjacent living and shower rooms, plus on-sile laundry.

Common areas—such as day rooms, dining spaces, and well-equipped kitchens—are complemented by outdoor walking paths with shaded seating. Trauma-informed design principles guide the layout, incorporating natural light, calming colors, and private spaces to reduce stress and promote recovery. Family meeting rooms, staff break rooms, and 24/7 treatment access further support a healing and coordinated care environment.

d. Describe any onsite and offsite improvement requirements and/or complex or costly structural or site/topographical requirements.

125-word limit

The project site is relatively flat, minimizing the need for extensive grading or topographical modifications. Onsite improvements will include standard utility connections (water, sewer, power, data), internal roadways, sidewalks, ADA-compliant access, parking with photovoltaic canopies, and landscaped open spaces to support the residential treatment environment. Stormwater management will require minimal retention and detention infrastructure while meeting all local drainage and water quality standards. Offsite improvements may include utility tie-ins and frontage enhancements as required by the local jurisdiction. No complex structural challenges have been identified to date; geotechnical and civil engineering studies will confirm foundation and soil conditions during design development

e. Describe any needed demolition.

There will be no demolition for any of the projects proposed in this application.

f, Describe the process used to develop your Bond BHCIP Round 2: Unmet Needs application budget, including naming the individual (name, title, company) who produced the budget estimate

The County Department of Project and Facilities Management Department collaborated with Kitchell to develop the Bond BHCIP Round 2: Unmet Needs grant application budget. Kitchell's experienced architectural and cost-estimating team produced the estimates using current California Construction Cost Index data and best practices for public-sector healthcare projects. Key contributors included Kevin Hallock, AIA, NCARB, DBIA – Senior Architect; James Padilla, CPE, CMIT L2 – Senior Project Estimator, Matt Chappell - Estimating Director, Lisa Chen, LEED GA - Project Manager, Brad Shultz, AIA, NCARB, CASP, RAS, LEED AP – Senior Architect; and Meg Bower, MPA, AICP, LEED AP BD+C - Space Planner and Project Designer. This multi-disciplinary team ensured the budget reflects realistic market conditions and the specific requirements for behavioral health facility construction and operations.

6. What is the estimated total development cost to acquire, plan, permit, insure, construct, license, and open services at the completed facility? This amount should include both match and program funds. \$58,506,665

7a. How many similar health care construction projects has the proposed development team completed?

7b. For each completed project, provide a brief description, the completion date, the physical address, and a website URL (if applicable).

Note: A development team may include an architect, construction manager, civil engineer, project manager, and real estate attorney, among others.

Please scroll right to review all columns.

Please s		view all columns		Y	DUCE	WILL TIPLE CO
	of Completed Project	Description	Completi on Date	(Address, City, Zip Code)	BHCIP Funded Project	Website URL (if not applicable, enter N/A)
Project 1	Casa Paseo Center	16-bed crisis residential treatment facility	May 27, 2017	720 E. Gilbert St., San Bernardino, CA	No	https://www.starsine.com/vallev-star- behavioral-health/casa-paseo-ort/
Project 2	Desert Hill Center	16-bed crisis residential treatment facility	April 3, 2018	16552 Sunhill Dr., Victorville, CA	No	https://www.starsinc.com/valley-star- behavioral-health/desert-hill-ert/
Project 3	Wellspring Center	16-bed crisis residential treatment facility	May 14, 2018	15217 San Bernardino Ave., Fontana, CA	No	https://www.telecarecorp.com/wellspring- center
Project 4	Windsor Center	20-space crisis stabilization unit	May 22, 2018	1481 N. Windsor Dr., San Bernardino, CA	No	https://www.telecarecorp.com/windsor- center
Project 5	Morongo Oasis Center	16-bed crisis residential treatment facility	April 5, 2018	60805 29 Palms Hwy, Joshua Tree, CA	No	https://www.starsine.com/valley-star- behavioral-health/morongo-oasis-crisis- residential-treatment-crt-center/
Project 6	Merrill Center	20-space crisis stabilization unit	April 23, 2018	14677 Merrill Ave, Fontana, CA	No	https://www.telecarecorp.com/merrill- center
Project 7	Behavioral Health Adolescent Unit	Remodeling of second floor Behavioral Health wing to create an adolescent unit	July 1, 2025	400 N Pepper, Colton 92324	No	https://www.arrowheadregional.org/services/behavioral-health/
Project 8	BH Security Door Controller Update	Upgrade to Behavioral Health security doors by upgrading the existing door controller system through the five different control areas	July 30, 2025	400 N Pepper, Colton 92324	No	https://www.arrowheadregional.org/services/behavioral-health/
Project 9						
Project 10						

8. Will the application budget cover 100 percent of the estimated total development cost of the proposed project?

Yes, the application budget is designed to cover 100 percent of the estimated total development cost of the proposed project. The County worked closely with Kitchell's architecture and cost estimating team to ensure the budget aligns with current construction market conditions and includes all necessary components for full project delivery. The estimate reflects a comprehensive understanding of the scope, and the County is not relying on additional funding sources outside this grant to complete the proposed development.

If awarded, do you plan to submit allowable expenditures toward sunk costs to meet the match requirement? Refer to <u>RFA Section 2.7c</u> for additional guidance on sunk costs.

Note: Sunk costs include expenditures incurred directly for the improvement of the real property on which the project is located. No sunk costs exceeding one year prior to the date of the Bond BHCIP Round 2: Unmet Needs Notice of Award (anticipated in late spring 2026) may be claimed. Sunk costs pledged by applicants must be fully documented and approved by DHCS. All applicants that indicate they will submit sunk costs must be prepared to do so within seven calendar days of receipt of a Bond BHCIP Round 2: Unmet Needs Notice of Award, Yes.

Bond Round 2 - Section 3.3: Budget

Please ensure you have completed Section 2: Project Information and Section 3.2: Development Plans and Financing before moving on to this section,

Match Requirements

Keep the following points in mind as you complete the match section of your project budget. The match amount is based on the amount of funding requested and, if the project is awarded, will be finalized based on the total amount awarded. Refer to the Bond BHCIP FAQs for further guidance.

- Match type may not be changed.
- Sunk cost match is not reimbursable.
- Mandatory match guidelines are required by statute and are set according to applicant type. Refer to <u>RFA Section 2.7</u> for additional guidence.

Local Government and Nonprofit Organizations	For-Profit Organizations	Tribal Entities
10 percent	25 percent	5 percent
Higher priority for applicants that i	nclude a higher cash mate	h

- Match funds may not originate from a BHCIP- or Bond BHCIP-funded project. Likewise, sponsors from previous BHCIP or Bond BHCIP rounds may not use their equity in that property as Bond BHCIP Round 2 property match.
- Fund amounts must be positive numbers only, with no commas (format: 1234567).
- Applicants can pledge the in-kind equity value of a proposed project property. The property being pledged
 must be the actual project-site property that will be encumbered for 30 years (Welfare and Institutions Code
 [WIC] Section 5960.15), and the entire APN of the property to be pledged for match must be dedicated to
 the proposed development project.
- Only the APNs that will be encumbered by the 30-year service restriction can count as an in-kind property
 match source and must be validated by a certified appraisal of that specific APN.
- Applicants with property consisting of multiple parcels, such as a campus, may count only those parcels that
 will be encumbered by the 30-year Declaration of Restrictions (DOR) and/or Performance Deed of Trust
 (PDOT).
- For property match, the entire property equity amount does not have to be used.
- Applicants pledging property match may <u>not</u> use a Bond BHCIP Round 2: Unmet Needs award to fund or reimburse the acquisition of that property. Applicants that are unable to demonstrate ownership of the

property may not pledge the property as match. In addition, leasehold interest on existing land and buildings is not permitted as property match.

Budget Worksheet Instructions

Reference to attached Bond R2 Form 2 – Budget Template for completed budget

Total Bond BHCIP Round 2 Funding Request \$58,506,665

Breakdo	wn of	Funds	Reques	sted

Dicardonn or and roganism	
Required Match Amount (Tribal only 5%)	\$0
Required Match Amount (city, county, nonprofit 10%)	\$5,850,667
Required Match Amount (for-profit 25%)	\$0

Source of Match: Cash

	Amount	Funding Status	Notes
Local funding	\$5,850,667	Secured	2011 and 1991 Realignment
MHSA (CFTN)	\$0		
BHSA	\$0		
Foundation / philanthropic support	\$0		
Opioid settlement funds for SUD facilities	\$0		
Incentive payments from managed care plans	\$0		

Source of Match: Cash Total 1991 Realignment, 2011 and MHSA/BHSA

Source of Match: Cash Total \$5,850.667

The total cash match amount on your detailed budget was: \$5,850,667

Please review your responses and ensure that these two numbers match to proceed with your application. No Responses Selected

Source of Match: Property

	Amount	Funding Status	Notes
Buildings originally intended for another purpose	\$0		
Government and Tribal property	\$0		
Land trust	\$0		
Surplus land	\$0		
Other (land must be encumbered)	\$0		

Source of Match: Property Total \$0

Source of Match: Sunk Costs

Source of Match: Sunk Costs	Amount	Funding Status	Notes
Sunk Costs	\$0		

Source of Sunk Cost: Sunk Costs Total \$0

Total Sources of Funds \$64,357,332

Bond Round 2 - Section 3.4: Letters of Support

Please ensure you have completed Section 2: Project Info tion before moving on to this section Section 3.4: Letters of Support

Using the instructions below, provide letters of support (LOS) from internal boards of directors, Tribal councils or advisory boards, your county behavioral health agency, and community partners, as appropriate. All letters must be uploaded with this application. If you have requested but not yet received a tetter of support, indicate it is pending using the applicable checkbox and provide the anticipated date you expect to submit it. Letters received after you have submitted your application should be sent to the <u>Bond</u> BHCIP Round 2 Support Desk but no later than November 28, 2025. No letters of support will be accepted

LOS Priorities

The following should be included in letters of support, when possible:

- Whether the writer of the LOS will be working with the applicant and/or co-applicant to provide services or client referral programs
- Whether the facility or program being funded with Bond BHCIP funds will address the State SB 43 mandate, Proposition 36, or the CARE Act
- Whether the LOS is from a state contractor that administers Medi-Cal benefits through local providers (e.g., Partnership Health Plan of California)
- If the LOS is from an association, whether the applicant or co-applicant is a member

Acceptable LOS

Any letter of support submitted is considered sufficient if it meets the following criteria:

- Addressed to the applicant, DHCS, or AHP with the subject line indicating support of the project; "To whom it may concern" is acceptable if the rest of the letter shows specific support for the applicant and includes project details
- Includes the name, title, and organization of the individual providing the lette
- Is dated no more than six months before the date of application submission Relates to and indicates Bond BHCIP Round 2: Unmet Needs funding is being sought
- Clearly references the project for which the applicant is seeking Bond BHCIP Round 2: Unmet Needs funding and indicates support for it (for example, provides project details, such as the type of behavioral health facility that is being constructed and the types of services it will provide)

Unacceptable LOS

The following will be considered insufficient:

- A letter of support from an application used for a prior round of BHCIP or Bond BHCIP funding
- A letter of support that is signed and dated more than six months before the date of application submission
- A letter of support from an employee of a county behavioral health agency, rather than the director
- Letters that do not specifically reference Bond BHCIP Round 2: Unmet Needs or the project for which the applicant is seeking Bond BHCIP Round 2: Unmet Needs funding

Additional Details

- Label all letters of support as follows: LOS_Project Title_Agency Providing the Letter (example:
- LOS_Wildflower Rehab_County Name BH Department). Abbreviations are acceptable. List the name, affiliation, and litle of all providers of LOS included with this application.

Refer to <u>RFA Section 2.1</u> and <u>Attachment C</u> for additional guidance.

Government Officials (e.g., county board of supervisors, city council, mayor, Tribal leadership)

How many Government Official letters of support do you have to report?

County Behavioral Health and/or Mental Health Director Tribal Resolution or Tribal Leadership Representative

Note: If the applicant is a federally recognized Tribe, a Tribal council resolution is required. This is a written document that signifies an official decision or stance taken by a Tribal governing body. Examples include a Tribal resolution or a letter of support from a Tribal representative such as the chairperson, business counsel, or other Tribal authority. If the applicant is a Native American nonprofit, urban Indian organization, or other "non-federally recognized Tribe," a governing board of directors' resolution is required. In addition, any applicant building on Tribal land must provide documentation of Tribal support.

Community Stakeholders

How many Community Stakeholder letters of support do you have to report?

Bond Round 2 - Section 3.5: Required Documents

Please ensure you have completed Section 2: Project Information before moving on to this section. Upload completed forms, as listed below.

Note: Tribal entity applicants must submit all documents listed here that are relevant to their application and project, with the exception of the organizational chart, which is recommended but not required. Relevant resumes are required of all applicants.

Limit each file to 20 MB. Label files as follows: Application ID_Form Name (example: 0223_Form 8) Note: The Application ID is visible at the top of the screen.

- Forms 1 and 2 are for your reference in preparing your application only
 - o Form 1 is the application questions. There is no additional file to upload.
 - Form 2 is the budget template and is intended for use as a worksheet as you prepare your development budget. Click here to view the budget template.
- Form 3: Development Team Information
 - o Applicants in Development Phase 1: Planning and Predevelopment must include executed contracts for hire and resumes for current members of their development team.
- This form is not required of applicants with turnkey acquisitions.
 Form 4: Design, Acquisition, and Construction Milestone Schedule
- Form 5: Applicant's Certification of Prevailing Wage (inclusion in estimated budget)
- This form is not required of applicants with turnkey acquisitions.
- Form 6: Applicant's Certification of Funding Terms
- Form 7: Community Engagement Form 8: Schematic Design Checklist
- This form is not required of applicants with turnkey acquisitions.
 Form 9: Facility Financial Operating Pro Forma
- Form 10: Board Authorizing Resolution (BAR)
 - o The BAR and a letter of support from the applicant's board of directors are two distinct documents Applicants may not submit a letter of support from their board of directors in place of a BAR.
 - All co-applicants must also submit a BAR.

Any BAR received after you have submitted your application should be sent to the Bond BHCIP Support Desk no later than November 28, 2025. No BARs will be accepted after this date.

Form 3: Development Team Information

Applicants in Development Phase 1: Planning and Predevelopment must include executed contracts for hire and resumes for current members of their development team.

Form 4: Design, Acquisition, and Construction Milestone Schedule

Form 5: Applicant's Certification of Prevailing Wage

This form is not required of applicants with turnkey acquisitions.

Form 6: Applicant's Certification of Funding Terms

Form 7: Community Engagement Form 8: Schematic Design Checklist

This form is not required of applicants with turnkey acquisitions.

Form 9: Facility Financial Operating Pro Forma

Form 10: Board Authorizing Resolution (BAR)

- . The BAR and a letter of support from the applicant's board of directors are two distinct documents. Applicants may not submit a letter of support from their board of directors in place of a BAR
- All co-applicants must also submit a BAR.
- Any BAR received after you have submitted your application should be sent to the ord Desk no later than November 28, 2025. No BARs will be accepted after this date.

Drawings: Preliminary site plans, design drawings, or construction drawings for the proposed project these may include schematic designs, architectural drawings, construction blueprints, or other renderings Label files as follows: Application ID_Title of Drawings/Plans

Rough order of magnitude (ROM) cost estimate from an architect, engineer, or licensed general contractor

Label files as follows: Application ID_ROM

Resumes: Resumes of the development team that developed the design/construction plans

- Note: Applicants in Development Phase 1: Planning and Predevelopment must include resumes for all current members of the development team.
- I ahel files as follows: Application ID Resume Title

Contracts: A copy of all executed contracts for hire related to the development team (e.g., attorney, construction manager, development manager, architect, consultants, contractor)

- Note: Applicants in Development Phase 1: Planning and Predevelopment must include

- executed hiring contracts for all current members of the development team
- I ahel files as follows: Application ID Contracts

Preliminary title report of property APN(s) to be developed with Bond BHCIP Round 2: Unmet Needs funds

- Label files as follows: Application ID_Preliminary Title Report
Certified appraisal and bank loan document for property selected as match source

 Label files as follows: Application ID_Certified Appraisal

Site control documents, which may include any or all of the following: (1) title vested to applicant demonstrated with title report (ownership); (2) executed Purchase and Sale agreement (PSA); (3) mutually executed LOI; (4) pre-existing long-term lease (acceptance of a Bond BHCIP Round 2: Unmet Needs award will require a lease extension of no fewer than 30 years); or (5) executed ENA.

- Note: Title must be vested under the applicant or co-applicant entity's name to qualify for property match. Match verification will be required within seven days of the date of the Notice of Award. Binding and nonbinding LOIs are both acceptable.
- Label files as follows: Application ID_Name of Site Control Document

- Corporate Documents by Entity Type (optional)

 Corporation: (1) Articles of Incorporation, (2) Bylaws, (3) organizational chart, and (4) resolution from the board of directors approving the planned project.
 - Limited Liability Company (LLC): (1) Operating or LLC Agreement, (2) organizational chart, (3) Articles of Organization, and (4) resolution/ consent/written action approving the planned project.
 - General Partnership: (1) Partnership Agreement, (2) Statement of Partnership Authority, and (3) organizational chart.
 - Limited Partnership: (1) Partnership Agreement, (2) Certificate of Partnership, and (3) resolution/consent/written action approving the planned project.
 - Label files as follows: Application ID_Name of Corporate Document

Photo of Proposed Property in pre-BHCIP stage. The high-quality photo should be in a JPG format with size of 1024x768 pixels or larger, but not to exceed 15MB in file size. A PDF will be an acceptable alternative file

Label files as follows: Application ID_Property Photo

Co-Applicant Corporate Documents by Entity Type (optional)

- Comporation: (1) Articles of Incorporation, (2) Bylaws, (3) organizational chart, and (4) resolution from the board of directors approving the planned project.
- LLC: (1) Operating or LLC Agreement, (2) organizational chart, (3) Articles of Organization, and (4) resolution/ consent/written action approving the current planned project.
- General Partnership: (1) Partnership Agreement, (2) Statement of Partnership Authority, and (3) organizational chart. Limited Partnership: (1) Partnership Agreement, (2) Certificate of Partnership, and (3)
- resolution/consent/written action approving the planned project.
- Label files as follows: Application ID_Name of Corporate Documen

Bond Round 2 - Section 4: Key Contacts

Section 4.1: Lead Applicant Key Contacts

1. Name and contact information of the individual completing the application: Please do not include credentials.

a. Title (Mr., Ms., Dr., etc.) Mrs.

b. First Name Jennifer

c, Last Name Alsina

d. Job Title Assistant Director

e. Organization or Entity Name San Bernardino

303 E. Vanderbilt Way

g. Address Line 2 (No response)

h, City

San Bernardino

San Bernardino

j. State CA

k. Zip Code

Format: 12345-6789 (latter four digits are optional)

92415

I. Email

Jennifer.alsina@dbh.sbcounty.gov

m. Primary Business Phone Format: 123-456-7890-ext.

909-388-0808

2. Key information for the lead applicant applying for Bond BHCIP Round 2: Unmet Needs funding a. Lead applicant's legal organization/entity name as registered with the California Secretary of State and used in legal documents. If not applicable (e.g., for government or Tribal entities), enter the entity name that would be listed on official agreements (this will be used for verification purposes and for executing the

Note: No changes to entities will be allowed after application submission.

San Bernardino County

b. If the organization/entity operates under a "doing business as" (DBA) name, please provide it. If there is more than one, list only the primary DBA. The DBA must be current, unexpired, registered, and recorded in the county in which the proposed project is or will be located, Do not include abbreviations or acronyms that are not registered as a DBA.

What is the DBA name?

125-word limit

c. Primary business address of the legal organization/entity as listed on official websites. Provide the current primary operating address. Write out all place names fully (e.g., Road, Street, Place, Boulevard), as abbreviations cannot be used for PFA purposes.

Street Address 385 N. Arrowhead Avenue

Address Line 2

City San Bernardino

County San Bernardino

State

Zip Code

Format: 12345-6789 (latter four digits are optional)

d, Primary Business Phone Format: 123-456-7890-ext. 888.818.8988

Format: URL must begin with http:// or https://

https://main.sbcounty.gov/

f. Federal Tax ID (EIN)

Format: 00-0000000. Please <u>click here</u> for additional information. 95-6002748

a. Unique Entity ID (UEI) Number

Format: 12 digits, letters and numbers only. Please <u>click here</u> for more information. PNJMSCHTMVF7

h. How many current state-level behavioral health facility licenses and certifications to operate existing programs (excluding any related to the new or expanded facility) does the applicant hold? (No response)

Provide details of all current behavioral health facility licenses and certifications your entity holds at the state level to operate existing programs (excluding any related to the new or expanded facility). Include the identification of license or certification, the oversight agency (DHCS, the California Department of Social Services [CDSS], the California Department of Public Health [CDPH], or the Department of Health Care Access and Information [HCAI]), and the license or certification number for each. Do not include licenses or certifications for clinical staff.

Example:

Types of licenses: 1. SUD, 2. CCF Issuing authorities: 1, DHCS, 2, DSS License numbers: 1. 123456AB, 2. 123456789

FIG	ase scron right to review an columns.		
	License or Certification	Issuing Authority	License or Certification Number
1	Medi-Cal Certification - Crisis Stabilization	DHCS	N/A - NPI No. 1275947426
2	Medi-Cal Certification - Crisis Stabilization	DHCS	N/A = NPI No. 1306223516
3	Medi-Cal Certification - Crisis Stabilization	DHCS	N/A - NPI No 1912418930
4	Medi-Cal Certification - Crisis Stabilization	DHCS	N/A - NPI No. 1376055632
6	Conial Pahabilitation	CDSS	365530012

6	Social Rehabilitation	CDSS	361880642
7	Social Rehabilitation	CDSS	361800429
8	Social Rehabilitation	CDSS	361800061
9	Social Rehabilitation	CDSS	365530099
10	Social Rehabilitation	CDSS	366426866
11	Social Rehabilitation	CDSS	361881177

i, If any existing behavioral health facilities do not require licensing or certification at the state or national level to operate existing programs (excluding any related to the new or expanded facility), please explain. 125-word limit

Sobering centers are unlicensed facilities and therefore do not require any license or certification. The Psychiatric Health Facility will be a new addition to the San Bernardino County continuum of care; therefore, a license or certification number for an existing facility is unavailable.

3. Key information for the lead applicant's Lead Authorized Representative(s):

The Lead Authorized Representative (LAR) is an individual who has the authority to communicate and make decisions on behalf of the lead applicant. Applicants may designate up to two LARs.

a. Primary LAR

Please do not include credentials. No Responses Selected

Title (Mr., Ms., Dr., etc.) Dr.

First Name Georgina

Last Name

Yoshioka

Job Title Director

Organization or Entity Name San Bernardino County

Email

Georgina.yoshioka@dbh.sbcounty.gov

Primary Business Phone Format: 123-456-7890-ext. 909-252-5142

Street Address

303 E. Vanderbilt

(No response)

City San Bernardino

County San Bernardino

State

Zip Code Format: 12345-6789 (latter four digits are optional) 92415

3b. Secondary LAR
Please do not include credentials.
N/A

Title (Mr., Ms., Dr., etc.)

Mrs.

First Name Jennifer

Last Name

Alsina

Job Title Assistant Director

Organization or Entity Name San Bernardino

Email
Jennife.alsina@dbh.sbcounty.gov

Primary Business Phone

Format: 123-456-7890-ext. 909-388-0808

Street Address 303 E. Vanderbilt

Address Line 2 (No response)

City San Bemardino

```
County
San Bernardino
State
Zip Code
Format: 12345-6789 (latter four digits are optional) 92415
4. Key information for the lead applicant's Lead Authorized Signatory:
The Lead Authorized Signatory (LAS) is an individual with the authority to sign legal documents on behalf
of the lead applicant. Individuals with signing authority usually sit on the board of directors or hold C-level positions. Note: The person you identify as your LAS must be the same person named on the BAR
confirming signing authority and will be required to execute the PFA on behalf of the organization. 
Please do not include credentials.
a. Title (Mr., Ms., Dr., etc.)
Ms.
b. First Name
c. Last Name
Rowe
d. Job Title
Chair, Board of Supervisors
e. Organization or Entity Name
San Bernardino
Georgina.yoshioka@dbh.sbcounty.gov
g. Primary Business Phone Format: 123-456-7890-ext.
909-252-5142
h. Street Address
303 E. Vanderbilt Way
i. Address Line 2
(No response)
j. City
San Bernardino
k. County
San Bemardino
I. State
m. Zip Code
Format: 12345-6789 (latter four digits are optional)
92415
5. Key information for the lead applicant's proposed Project Director:
The Project Director (PD) is the person responsible for the day-to-day management of the project and serves as the
primary point of contact for project-related questions and communications.

Please do not include credentials.
a. Title (Mr., Ms., Dr., etc.)
Mrs.
b, First Name
Jennifer
c. Last Name
Alsina
d. Job Title
Assistant Director
e. Organization or Entity Name
San Bernardino County
f. Email
jennnifer.alsina@dbh.sbcounty.gov
g. Primary Business Phone
```

Format: 123-456-7890-ext, 909-388-0808

h. Street Address 303 E. Vanderbilt Way i. Address Line 2

(No response) j. City San Bernardino

k, County San Bernardino

I. State

m, Zip Code

Format: 12345-6789 (latter four digits are optional) 92415

6. Key information for the lead applicant's Attorney, if applicable, if the applicant is awarded, this individual will be contacted during the contracting process.

Please do not include credentials. No Responses Selected

a. Title (Mr., Ms., Dr., etc.) Ms.

h First Name

c. Last Name

Deputy County Counsel

e. Organization or Entity Name San Bemardino

f. Email

dawn.martin@cc.sbcounty.gov

g. Primary Business Phone Format: 123-456-7890-ext. 909-387-4322

h. Street Address 385 North Arrowhead Avenue

i, Address Line 2

4th Floor

San Bernardino

k. County San Bernardino

I. State

CA

Format: 12345-6789 (latter four digits are optional) 92415

Bond Round 2 - Section 5: Privacy Notice and Certification

5.1 - Privacy Notice on Collection of Personal Information
Section 1798.17 of the Civil Code requires this notice be provided when collecting personal or confidential information from individuals and periodically furnished to all individuals at intervals not exceeding one year. All information furnished by you is subject to the California Information Practices Act and State policy. Information collected through this application may be subject to public disclosure under the California Public Records Act (CPRA; Government Code §§ 7920.000 et seq.). Once final awards have been issued, DHCS may disclose submitted application materials in response to public records requests. Applicants should provide business information for phone numbers, emails, and addresses. Applicants should avoid providing personal information such as phone numbers and home addresses, as submission constitutes consent to potential disclosure under CPRA

Agency Name: Advocates for Human Potential, Inc. (AHP), acting under contract with the California Department of

DHCS Division: Community Service Division

Title, business address, and telephone number of officials responsible for the system of records where the information is maintained and who, upon request, can provide details regarding the location of the records obtained and the categories of persons who use the information:

Temi Tobin, Vice President, Research and Evaluation, Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, BR2@ahpnet.com, (978) 261-1436.

Laurice Artap, Section Chief, or designee, Community Services Division, Behavioral Health Expansion Branch, Behavioral Health Continuum Infrastructure Program, 1501 Capitol Ave., Sacramento, CA 95814, BHCIP@DHCS.ca.gov (916) 345-8512.

Authority for DHCS to collect and maintain the information; California Welfare and Institutions Code sections 5985–5965.20, as established by Assembly Bill 531 (2023). AHP collects and maintains this information under a business agreement with DHCS.

Providing Information: Unless specifically noted as optional, all items of information requested are mandatory for the purposes of application scoring, funding administration, and development of the Bond BHCIP Program Funding Agreement (PFA). Do not provide any personal information other than what is requested.

The consequences, if any, of not providing all or any part of the required information: Failure to provide the requested information could result in the termination of your application review or affect your eligibility for program funding. You acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"). are relying on this information in awarding Program Funds.

The principal purpose(s) within the agency for which the information is to be used: To score applications administer program funding, monitor project implementation, and develop the conditional awardee's Bond BHCIP

Information may be shared with: (1) other state agencies to perform their legal duties if compatible with the purpose for which it was collected, (2) government entities if required by state or federal law, and (3) other entities as permitted by state or federal law, as outlined in DHCS' Notice of Privacy Practices.

Right of Access: You have a right to access your personal information, maintained by AHP, upon written request by contacting the individuals identified above.

AHP's policies regarding personal information are available online in AHP's Privacy Policy

DHCS' policies regarding personal information are available online in DHCS' Notice of Privacy Practices and Privacy Policy Statement:

- https://www.dhcs.ca.gov/formsandpubs/faws/priv/Pages/NoticeofPrivacyPractices.aspx
- https://www.dhcs.ca.gov/pages/privacy.aspx

I, as an authorized representative of . ("Applicant"), hereby certify that:

No Responses Selected

Once you have confirmed and certified the application is complete, click the "SUBMIT" button on the left side of the screen to submit the entire application package.

For questions or concerns, please contact the Bond BHCIP Support Desk.

Thank you,

By submitting your application, you consent to the collection, use, storage, and potential disclosure of the information contained in your application. Information provided in this application is a public record that is subject to disclosure under the California Public Records Act (Division 10 of Title 1 of the Government Code, commencing with section 7920.000). The information provided will be used for application scoring and, if you are awarded, the development of your Bond Behavioral Health Continuum Infrastructure Program (BHCIP) contract (Program Funding Agreement).

Segle entity type TrkSfeet Instructions TrkSfeet Instruction in Construction TrkSfeet Instruction in Construction TrkSfeet Instruction in Construction TrkSfeet Instruction TrkSf	Bond BHCIP Round 2: Unmet		Needs Form 2: Budget Template	plate	
San Bernardino County, City Coun	Applicant Identification and Classification	User Input			
County/City	Applicant name	San Bernardino County			
Heave review the Budget Avorksheet Instructions are sensitive because the transfer and into an all clear fields required for this project's triancial estimates design-build professional estimates are sensitive because the transfer and listed in our all clear fields required for this project's triancial estimates are accuracy by providing professional estimates are such budget to extend his do not performent of mountaining amounts please ensure accuracy by providing professional estimates and mountain extend his from qualified professionals, confractal Relations (DR)-registrated design-build professionals, wherever possible preases submit accurate bids from qualified professionals, confractal Relations (DR)-registrated design-build professionals, wherever preases include California DR prevailing wage labor costs in your region for all relevant onests. Please submit accurate bids from qualified professionals confractal Relations (DR)-registrated design-build professionals, confractal relations for additional comments as read engineers for an estimate structure bids from qualified professionals confractal relations for additional comments and additional comments are additional comments. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST FEASIBILTYDUE publicated with an auto-calculate match, confined professional provincine professional profes	Primary Applicant's legal entity type	County/City			
Please review the Budget Narrative and Glossary of Terms for any clarifications. Please seek and budget with the second control of the budget with the budget Narrative and Glossary of Terms for any clarifications. This budget will be the basis of conditional BHCIF funding I awarded. When entering amounts, please ensure accuracy by providing professional estimates. This budget will be the basis of conditional BHCIF funding I awarded. When entering amounts please accuracy but so conditional BHCIF funding and professionals controlled controlled accurate budget on estimates from Department of Industrial Relations (DIR)-registered design-build professionals. whenever possible Pleases sciencide actual bids or estimates from qualified professionals. whenever possible accurate budget from qualified professionals or any controlled. Science are administration from ill related and additional comments as needed for special circumstances and/or details of funding sought per line item requested. Please fill in sources of capital at the bottom of the budget worksheet. BOND BHCIF ROUND 2 BUDGET: GRANT REQUEST FEASIBILITY/DUE DIL/GENCE BOND BHCIF ROUND 2 BUDGET: GRANT REQUEST FEASIBILITY/DUE DIL/GENCE BOND BHCIF ROUND 2 BUDGET: GRANT REQUEST FEASIBILITY/DUE DIL/GENCE BOND BHCIF ROUND 2 BUDGET: GRANT REQUEST FEASIBILITY/DUE DIL/GENCE BOORD BHCIF ROUND 2 BUDGET: GRANT REQUEST FEASIBILITY/DUE DIL/GENCE Constitution Manager/Owner's Representative FEASIBILITY/DUE DIL/GENCE Constitution Manager/Owner's Representative BENCH FEASIBILITY/DUE DIliquence Costs STOOD STOOD STOOD STOOD STOOD STOOD STOOD Good up STOOD STOOD STOOD STOOD STOOD STOOD STOOD STOOD STOOD ACCORDING FEASIBILITY/DUE DILIquence Costs STOOD Continued on the production drawings) STOOD STOOD STOOD STOOD ACCORDING FEASIBILITY/DUE DILIquence Costs STOOD ACCORD	Budget Worksheet Instructions				
Please use this budget template as a worksheet to fill out air data fields required for this project's financial estimates/funds requested. This budget will be the basis of conditional BHCIP funding. It alwayed. When entering amounts, please ensure excrace by providing professional estimates a train bits or estimates from Department of Industrial Relations (DIR)-registered design-build professionals, whenever possible Please submit accurate bids from qualified professionals, contractors, architects, and engineers for an estimated start of construction in 2026-27. Please sincled editional and prevailing wage about costs in your region for all relevant costs or an estimated start of construction in 2026-27. Please include administration of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Use of Funds Fease fill in sources of capital at the bollom of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Use of Funds Fease fill in sources of capital at the bollom of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Use of Funds Fease fill in sources of capital at the bollom of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Were fill in sources of capital at the bollom of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Were fill in sources of capital at the bollom of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Fease fill in sources of capital state or for factors and construction drawings to the feasibility Cost and of control capital states administration (10% autofil) For feasibility Cost autofill For feasibility C	Please review the Budget Narrative and Glossary of Terms for any cl	arifications.			
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Please seek and include actual birds or estimates from Department of Industrial Relations (DIR)-registered design-build professionals, wherever possible Please seek and include actual birds on estimates from Department of Industrial Relations and singlenes of an estimate start of construction in 2026-27. Please include California DIR pervaling wage labor costs in your regon for all relevant oralise construction rades. Please full autocalculate match, confingencies, and owner administration costs. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Please full in sources of capital at the bottom of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Please full sources of capital at the bottom of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Please full in sources of capital at the bottom of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Owner Administration (10.5 autofill) Constitution in the policy of the budget worksheet. BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST Owner Administration (10.5 autofill) Constitution Manager of Capital at the bottom of the budget worksheet. STO.000 Constitution Manager of Capital at the policy of the budget worksheet. STO.000 STO.000 Constitution Manager of Capital at Please and the policy of the policy	This budget will be the basis of conditional BHCIP funding, if awarded. W	hen entering amounts, ple	ase ensure accuracy by providing	y professional estima	ıtes.
	Please seek and include actual bids or estimates from Department of	Industrial Relations (DII	R)-registered design-build profe	ssionals, wheneve	r possible.
000 000 000 700 00sts 246	Please submit accurate bids from qualified professionals, contractor	s, architects, and engineer	s for an estimated start of constru	action in 2026-27.	
0000 0000 700 700 001 5246	Please include California DIR prevailing wage labor costs in your regi	on for all relevant onsite α	onstruction trades.		
## EQUEST ## Funded by Cash Match Total Costs ## Tot	Please include notes and additional comments as needed for special	circumstances and/or deta	ails of funding sought per line item	n requested.	
IND 2 BUDGET: GRANT REQUEST IND 2 BUDGET: GRANT REQUEST Funded by Grant Funded by Cash Match Total Costs fill) \$7,000 \$7,000 \$0 study) \$7,000 \$7,000 \$0 study) \$0 \$0 \$0 ed with application) \$7,000 \$0 \$0 f necessary \$0 \$140,000 \$0 costs \$7,700 \$154,700 \$154,700 sof Funds \$1,246 \$1,54,700 \$1,54,700 sof Funds \$1,40,000 \$1,54,700 \$1,54,700 sof Funds \$3,412,462 \$1,54,700 \$1,54,700 sof Funds \$1,40,000 \$1,54,700 \$1,54,700 sof Funds \$3,412,462 \$1,54,700 \$1,50 sonstruction drawings) \$3,412,462 \$6,824,924 \$0 sonstruction drawings \$3,412,462 \$6,824,924 \$0 sonstruction of makings \$1,50 \$1,50 \$1,50 sonstruction of makings \$1,50 \$2,50	This budget worksheet will autocalculate match, contingencies, and c		ts.		
Funded by Grant Funded by Cash Match Total Costs	Please fill in sources of capital at the bottom of the budget worksheet.				
Funded by Grant Funded by Cash Match Total Costs	BOND BHCIP ROUND 2 BUDGET: GRAN				
ST 7000 ST 7	Use of Funds	Funded by Grant	Funded by Cash Match	Total Costs	Notes
\$7,000 \$7,000 \$0 \$7,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	FEASIBILITY/DUE DILIGENCE				
\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	Owner Administration (10% autofill)	\$7,000		\$7,000	
\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$140,000 \$70,000 \$70,000 \$70,000 \$77,700 \$77,700 \$77,700 \$77,700 \$71,	Legal			\$0	
\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	Architect (schematic drawings/fit study) Consultants (Specify)			08	
\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$140,000 \$77,700 \$84,700 \$154,700 \$154,700 \$154,700 \$154,700 \$154,700 \$140,000 \$154,700 \$1	Franceina			0\$	
\$0 \$0 \$0 \$0 \$140,000 \$7,700 \$7,700 \$84,700 \$154,700 \$341,246 \$3,412,462 \$3,412,462 \$6,824,924 \$6,82	Construction Manager/Owner's Representative			\$0	
\$70,000 \$70,000 \$140,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Preliminary Title Report (submitted with application) Phase 1 Environmental Renort			08	
\$70,000 \$70,000 \$140,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Phase 2 Environmental Report, if necessary			80	
\$7,700 \$84,700 \$70,000 Funded by Grant Funded by Cash Match \$140,000 \$3,412,462 \$3,412,462	Site Surveys (soils and environmental)	\$70,000	\$70,000	\$140,000	code update /geo-tech report
\$7,700 \$84,700 \$70,000 Funded by Gash Match \$140,000 \$341,246 \$3,412,462	Other Feasibility/Due Diligence Costs			\$0	
\$4,700 \$70,000 Funded by Grant Funded by Cash Match \$140,000 \$341,246 \$3,412,462	Other Feasibility/Due Diligence Costs	\$7.700		\$0	
### Funded by Grant Funded by Cash Match \$140,000 \$341,246 \$3,412,462 \$3,412,462	Total Feasibility Costs	\$84.700	\$70.000	\$154.700	
\$341.246 \$3,412,462		Funded by Grant	Funded by Cash Match	Total Costs	Notes
\$3412,462 \$3,412,462	DEVELOPMENT PLANNING	,	\$140,000		
\$3,412,462 \$3,412,462	Owner Administration (10% autofill)	\$341,246	PART LEVEL LA	\$341,246	
\$3,412,462	Legal			\$0	
	Architect (design drawings and construction drawings)	\$3,412,462	\$3,412,462	\$6,824,924	
	Civil Fraineer			0\$	
	Mechanical, Electrical, and Plumbing (MEP) Engineer			\$0\$	
	Structural Engineer			\$0	

Landscape Architect			\$0	
Consultants (Specify)			\$0	
Consultants (Specify)			\$0	
Other Development Planning Costs (Specify)			0\$	
Other Development Planning Costs (Specify)			\$0	
Other Development Planning Costs (Specify)			0\$	
ALTA Lender's Policy (estimate 0.01% of total grant award)				
Contingency (10% autofill)	\$375.371		\$07E 274	
Total Development Planning Costs	\$4,129,079	\$3.412.462	\$7.541.541	
Use of Funds	Funded by Grant	Funded by Cash Match	Total Costs	Notes
CONSTRUCTION PERMITS AND FEES				
Owner Administration (10% autofill)	\$0	THE RESERVE THE PARTY OF THE PA	\$0	
Payment and Performance (P&P) Bonds by General Contractor			\$0	
Builder's Risk Insurance			\$0	
Building Permit Fees			\$0	
Local Development Impact Fees			\$0	
DIR Employment Reporting			\$0	
Other Construction Permits and Fees (Specify)			\$0	
Other Construction Permits and Fees (Specify)			\$0	
Other Construction Permits and Fees (Specify)			\$0	
Owner's Contingency (10% autofill)	\$0	Throughout on the parties of	\$0	
Total Permits and Fees Costs	0\$	0\$	\$0	
Use of Funds	Funded by Grant	Funded by Cash Match	Total Costs	Notes
LAND COSTS/ACQUISITION				
Owner Administration (2% autofill)	\$0.00	Will Marchael Chinadan Co	\$0	
Land Cost or Value			\$0	
Closing Costs			\$0	
Legal			0\$	
Broker Fee			\$0	
Appraisal Fee			\$0	
Property Insurance at Closing			\$0	
Construction Manager			\$0	
Demolition Involved in Acquisition			\$0	
Other Acquisition Costs (Specify)			\$0	
Contingency (5% autofill)	\$0.00	THE PROPERTY OF SECTION	\$0	
Total Land Costs	\$0.00	80	\$0	
Off-Site Improvements (if needed)			\$0	
Total Acquisition Costs	\$0.00	0\$	\$0	
Development Phase	Funded by Grant	Funded by Cash Match	Total Costs	Notes
REHABILITATION OF EXISTING FACILITY				
Owner Administration (5% autofill)	0\$	STATISTICS IN THE STATE OF THE	\$0	
Legal			0\$	
Construction Manager/Owner's Representative			\$0	

Aspestos and Lead Paint Survey (required for all rehabs)			200	
Site Work/Grading (materials and labor)			0\$	
Hard Costs (materials and labor); labor must include prevailing wages			\$0	
Furniture/Fixtures/Equipment (FFE; 10% cap)			\$0	
Demolition			\$0	
Contractor Overhead			\$0	
Contractor Profit			\$0	
Prevailing Wages Administration			\$0	
Builder's Risk Insurance			\$0	
General Liability Insurance			\$0	
Project Inspection			\$0	
Urban Greening			\$0	
Other Rehabilitation (specify)			\$0	
Other Rehabilitation (specify)			\$0	
Other Rehabilitation (specify)			\$0	
Owner's Contingency (20% autofill)	\$0	1	0\$	
Total Rehabilitation Costs	\$0	0\$	\$0	
Use of Funds	Funded by Grant	Funded by Cash Match	Total Costs	Notes
Ground-Up New Construction				
Owner Administration (5% autofill)	\$2,101,362		\$2,101,362	
Legal			\$0	
Construction Manager/Owner's Representative			\$0	
Site Work (materials and labor)	\$6,039,272		\$6,039,272	
Hard Costs (materials and labor; labor must include prevailing wages)	\$24,003,522		\$24,003,522	SWPP, Fire life Saftey inlcuded
Furniture/Fixtures/Equipment (FFE; 10% cap)	\$1,103,170	\$1,103,170	\$2,206,340	movable furniture
Demolition			\$0	
General Conditions/Requirements	\$2,616,261		\$2,616,261	Labor Compliance included
Contractor Profit	\$1,765,976		\$1,765,976	Overhead/Profit
Prevailing Wages Administration			\$0	
Builder's Risk Insurance	\$1,112,565	\$1,112,565	\$2,225,130	Insurance and Bond
General Liability Insurance			\$0	
Project Inspection			80	
Urban Greening			80	
Other New Construction (specify)	\$1,557,298		\$1,557,298	estimating contingency
Other New Construction (specify)	\$173,593	\$152,470	\$326,063	Data Design/IT hardware/software
Other New Construction (specify)			\$0	
Other New Construction (specify)	\$1,747,200		\$1,747,200	External Consultant Construction Manager and Project Manager
Other New Construction (specify)	\$1,908,374		\$1,908,374	escalation to MP
Owner's Contingency (20% autofill)	\$8,825,719	The state of the s	\$8,825,719	
Total New Construction Costs	\$52,954,311	\$2,368,205	\$55,322,516	
Development Phase	Funded by Grant	Funded by Cash Match	Total Costs	Notes
OTHER PROJECT COSTS				
Post-Construction Commissioning			\$0	
Accounting/Reimbursable			\$0	
10 mm 1 m			6	

Other Consoling			Ç	
Other Costs (specify)			000	
Office Costs Specify	0.00		040.004	
Other Costs (specify)	\$106,640		\$106,640	multi media services
Owner's Contingency (10% autofill)	\$10,664		\$10,664	
Total Other Project Costs	\$117,304	\$0	\$117,304	
Development Phase	Funded by Grant	Funded by Cash Match	Total Costs	Notes
DEVELOPER COSTS				
Developer Overhead			\$0	
Consultants/Processing Agents			\$0	
Project Administration	\$1.221.271		\$1.221.271	County Project Management, County Inspector, County Analyst, County Controls, County Supervising Project Management, County Supervising Building inspector
Other Developer Costs (specify)		The second secon	\$0	
Total Developer Costs	\$1,221,271	0\$	\$1,221,271	
TOTAL PROJECT COSTS	\$58,506,665	\$5,850,667	\$64,357,332	
Sub-Totals	Dollar Amounts	Total Percentages	Notes	Additional Notes
Match \$ Amount as % of Total Costs	\$5,850,667	10.00%	Match mus	Match must meet % required. Match % does include contingency.
Total Contingency	\$9,219,453	15.76%	% of Total	% of Total Project Cost
Total Administration	\$2,449,608	4.19%	% of Total	% of Total Project Cost
UPDATED BHCIP APPL	<u> </u>			
TOTAL BOND BHCIP ROUND 2 FUNDING REQUEST	\$58,506,665.08			
BREAKDOWN OF FUNDS REQUESTED				
REQUIRED MATCH AMOUNT (city, county, non-profit 10%)	\$5,850,667			
SOURCES OF CAPITAL		Funding Source Details		
Bond BHCIP Round 2	\$58,506,665		Secured	
Other Grants			Pending	
Other Grants			Other (in SMA, if "Ot	Other (in SMA, if "Other" is selected, include explanation)
Other Bond Investments				
Other Bond Investments				
Equity/Other Funds				
Equity/Other Funds				
Debt			(in SMA for "Debt", ir	(in SMA for "Debt", include subordination clarification #25d)
Source of Match (specify)				
Cash	\$5,850,667 Secured		SMA to ensure the c	SMA to ensure the cash match amount in the sources of capital and the
Local funding	\$5,850,667 Secured	Secured		
Mental Health Services Act (MHSA) funds from Community Services and Supports and Capital Facilities and Technological				
Needs (CTFN) Components Behavioral Health Services Act (BHSA) funds from the Behavioral				
Health Services and Supports	80			

le for SUD facilities		0\$	9.6						\$64.357.339
Foundation/philanthropic support Opioid settlement funds (per guidance, allowable for SUD facilities	only) Incentive payments from managed care plans	Property	Buildings originally intended for another purpose	Government and Tribal property	Land trust	Surplus land	Other (land must be encumbered)	Sunk Costs	Total Cources of Eunds





Bond BHCIP Round 2: Unmet Needs

Form 3: Development Team Information and Behavioral Health Experience

Instructions: Please complete the following tables with your development team's information (Table A) and experience relevant to acquiring, rehabilitating, and/or developing the proposed project (Table B).

APPLICANT'S LEGAL ENTITY NAME: San Bernardino County

		Tak	ole A: Develo	pment Team	Table A: Development Team Information	
	Name	Company Name	Website	Email	Telephone Number	Address
Primary/Co applicant	Georgina Yoshioka	San Bernardino County	San Bernardino https://wp.sbc georgina.yoshioka County ounty.gov/dbh/ v	georgina.yoshioka @dbh.sbcounty.go v	909-252-5142	303 E. Vanderbilt Wy, San Bernardino, CA 92415
Legal Representation	Dawn Martin	San Bernardino County	https://main.s bcounty.gov/	San Bernardino https://main.s dawn.martin@c 909-387-4322 County	909-387-4322	385 N. Arrowhead Avenue San Bernardino, CA 92415
Construction Manager	N/A					
Development Management Firm	Kevin Hallock Kitchell	Kitchell	https://www.k itchell.com/	https://www.k khallock@kitc 858-947-5144 itchell.com/ hell.com	858-947-5144	9909 Mira Mesa Blvd, Suite 300 San Diego, CA 92131

Owner's Representative	Kevin Hallock	Kitchell	https://www.k itchell.com/	https://www.k khallock@kitc 858-947-5144 itchell.com/ hell.com	858-947-5144	9909 Mira Mesa Blvd, Suite 300 San Diego, CA 92131
Architect	Kevin Hallock	Kitchell	https://www.k itchell.com/	khallock@kitc 858-947-5144 hell.com	858-947-5144	9909 Mira Mesa Blvd, Suite 300 San Diego, CA 92131
Civil Engineer	N/A					
General Contractor	N/A					
Specialty Consultant	N/A					
Specialty Consultant	N/A					
Specialty Consultant	N/A					
Specialty Consultant	N/A					

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	Name	Years of Experience	Previous Projects
Primary/Co applicant	Georgina Yoshioka	30	Casa Paseo Center 16-bed crisis residential treatment facility, San Bernardino, CA; Desert Hill Center 16-bed crisis residential treatment facility, Fontana, CA; Windsor Center 20-space crisis stabilization unit San Bernardino, CA; Morongo Oasis Center 16-bed crisis residential treatment facility Joshua Tree, CA; Mernil Center 20-space crisis stabilization unit Fontana, CA; Comprehensive Treatment Campus 86-freatment beds and 52 recovery-residence beds, Victorville, CA
Legal Representation	Dawn Martin	20	Comprehensive Treatment Campus 86-treatment beds and 52 recovery-residence beds, Victorville, CA
Construction Manager	N/A		
Development Management Firm	Kitchell	24	County of Sonoma, Adult Detention Behavioral Health Unit, Santa Rosa, CA; West Side Health Care District, West Side Family Health Center, Taft, CA; San Diego County, Psychiatric Hospital Roof Repairs, San Diego, CA
Owner's Representative	Kevin Hallock	24	County of Sonoma, Adult Detention Behavioral Health Unit, Santa Rosa, CA; West Side Health Care District, West Side Family Health Center, Taft, CA; San Diego County, Psychiatric Hospital Roof Repairs, San Diego, CA
Architect	Kevin Hallock	24	County of Sonoma, Adult Detention Behavioral Health Unit, Santa Rosa, CA; West Side Health Care District, West Side Family Health Center, Taft, CA; San Diego County, Psychiatric Hospital Roof Repairs, San Diego, CA
Civil Engineer	N/A		
General Contractor	N/A		
Specialty Consultant	N/A		
Specialty Consultant	N/A		

Table B: Development Team Relevant Behavioral Health Project Experience

Specialty Consultant	N/A				
Specialty Consultant N/A	N/A				

Bond BHCIP Round 2: Unmet Needs Form 4: Design, Acquisition, and Construction Milestone Schedule

Applicant Entity Name:	San Bernardino County
Lead Authorized Representative or Project Director Name:	Dr. Georgina Yoshioka

Instructions: Please provide the best estimates for completion dates for each of the following milestones. Consult your professional development team to establish milestone completion dates. These milestones will form the basis for your project's payment schedule.

Estimated Milestones

PHASE	MILESTONE	ESTIMATED COMPLETION DATE (or N/A)
Phase 1: Planning and Pre-Development	Development team identified	August 15, 2025
	Business plan	January 19, 2026
	Feasibility study	February 3, 2026
	Real estate attorney hired	February 6, 2026
	Architect hired	February 12, 2026
	Site programming	April 2, 2026
	Fit study	April 28, 2026
	Stakeholder support	May 15, 2026
Phase 2: Design Development	Schematic drawings started	May 18, 2026
	Construction manager hired	May 19, 2026
	Engineering teams (civil/structural/MEP) hired	May 19, 2026
	Schematic drawings complete	July 24, 2026
	Preliminary plan review at planning department	July 30, 2026
	Design drawings started	August 3, 2026
	Design drawings complete	October 5, 2026
Phase 3: Shovel Ready	Construction drawings started	October 19, 2026
·	General contractor Request for Proposals (RFP) started	March 2, 2027
	General contractor selected	April 5, 2027
	Construction contract (GMAX) executed	April 8, 2027
	Construction drawings 85% complete	April 9, 2027
	Construction drawings submitted for building permit	April 15, 2027
	Building permit Issued	June 15, 2027
Phase 3: Shovel Ready/Acquisition	Interiors and operating systems finalized	June 22,2029
	Properties identified	June 25, 2027
	Letter of Intent (LOI) delivered	July 6, 2027
	Purchase and Sale (PSA) delivered	July 13, 2027
	PSA executed	July 27, 2027
	Physical needs assessment finished	July 30, 2027
	Community support approvals secured	August 6, 2027
	Legal review of title/PSA/due diligence completed	August 10, 2027
	Will Serve Letters approved	August 17, 2027
	Due diligence ends	August 20, 2027
	Non-refundable deposit delivered	August 23, 2027
	Land closing/encumbered (post-building permit)	August 24, 2027
Final Phase: Construction	Break ground/start construction	September 1, 2027
	Foundations complete	December 17, 2027
	Exterior envelope complete	August 18, 2028
	Finish construction	June 25, 2029
	Fixtures and equipment delivery	July 2, 2029
	Walk-through/sign-off	July 7, 2029
	All liens lifted/final payments	July 30, 2029
	Temporary Certificate of Occupancy issued	August 3, 2029
Project Completion	Interiors and operating systems finalized	June 22,2029
Troject completion	Start operations	September 1, 2029
	Start operations	September 1, 2025







Bond BHCIP Round 2: Unmet Needs Form 5: Applicant's Certification of Prevailing Wage

ا, ا	Dawn Rowe	, as Lead Authorized Representative of
Sa	n Bernardino County	(insert name of entity applying), certify that:
1.	The information and	statements set forth below are, to the best of my knowledge and belief, true

2. I possess the legal authority to submit this certification on behalf of the Applicant.

and correct.

- 3. I am providing this information in conjunction with an application for funding from the State of California pursuant to the Department of Health Care Services' (DHCS') Bond Behavioral Health Continuum Infrastructure Program (BHCIP) and acknowledge that the State and Advocates for Human Potential, Inc. (AHP), the administrative entity for BHCIP, are relying on this information in awarding grant funds.
- 4. As part of the application, Applicant has submitted a construction budget for

 the Comprehensive Treatment Campus Expansion ("Project") to build a new 16-bed Psychiatric Health Facility, a 20slot Sobering Center, a 20-slot Crisis Stabilization Unit, and a 16-bed Social Rehabilitation
 Facility. The construction budget was prepared with the assistance of a licensed contractor,
 architect, or experienced construction manager, and specifically adheres to the compliance
 requirements that all construction work will be performed by skilled workers being paid current
 prevailing wages for the Project's region, pursuant to California Labor Code Section 1720 et seq. I
 further certify that Applicant shall, in constructing the Project, meet the prevailing wage
 requirements for construction projects in the State of California (Lab. Code, Sec. 1720 et seq.).
 Applicant shall, prior to commencing construction of the Project, provide a certification of
 compliance with California's prevailing wage law, registration with the California Department of
 Industrial Relations (DIR). The certification shall (a) verify that prevailing wages have been or will
 be paid, (b) verify that labor records will be maintained and made available to any enforcement
 agency upon request, (c) verify that Applicant's contractor is or will be registered with DIR, and
 (d) be signed by the general contractor(s) and the Applicant.

The Applicant shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, as a result of any claim or liability resulting from the failure of the Sponsor (or its lower-tier subcontractors or consultants) pertaining or relating to implementing the Prevailing Wage requirement.







I certify that the above information is true and correct, and that the Applicant will comply with all requirements set forth above as a condition of receiving the grant funds.

Typed Name of Signatory	Title of Signatory
Dawn Rowe	Chair, Board of Supervisors
Signature of Lead Authorized Representative	Date







Bond BHCIP Round 2: Unmet Needs Form 6: Applicant's Certification of Funding Terms

, as the Lead Authorized Representative of
an Bernardino County (name of entity applying) certify that:
The information, statements, and attachments included in this application are, to the best of my knowledge and belief, true and correct.
I possess the legal authority to submit this application on behalf of the entity identified as the Applicant for funding.
The following is a complete disclosure of all identities of interest—of all persons or entities, including affiliates, that will provide goods or services to the Department of Health Care Services' (DHCS') Bond Behavioral Health Continuum Infrastructure Program (BHCIP) project ("Project") either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the Project. "Related Party" is defined in Section 10302 of Title 4 of the California Code of Regulations (CTCAC Regulations). (List all identities of interest in the box below.)
(List all identities of interest in the box below.)

- 5. As of the date of the application, the Project, or the real property on which the Project is proposed ("Property"), is not party to or the subject of any claim or action at the state or federal appellate level.
- 6. Grantees shall promptly notify DHCS in writing for changes that will impact the scope of the potential Project, including the Project's physical location/address, Statement of Work (SOW), and/or timeline for completion of the Project. Grantees will need to submit a formal change request to DHCS. Any changes to the original Project application may result in withdrawal of the conditional award.
- 7. Grantees are responsible for ensuring that their Project is on schedule and on budget. Grantees who are awarded Bond BHCIP funds shall be solely responsible for any costs to complete the Project in excess of the program funds award amount. Neither DHCS nor Advocates for Human Potential, Inc. (AHP) will be responsible for any cost overruns.

Dawn Rowe

- 8. I have disclosed and described below any claim or action undertaken that affects or potentially affects the feasibility of the Project. In addition, I acknowledge that all information in this application and attachments is public and may be disclosed by the State.
- 9. I understand and agree that DHCS will require Eligible Applicants to submit a complete application with all required documents. Further, I understand and agree that DHCS reserves the right to request clarification of unclear or ambiguous statements made in an application and other supporting documents.
- 10. I understand and agree with DHCS that funds awarded pursuant to the Program must be used to supplement, and not supplant, other funding available from existing local, state, or federal programs or from grants with similar purposes. Bond BHCIP funding may not be used for "reimbursement" of other funding sources for a similar purpose. Only costs incurred after the date of Notice of Bond BHCIP Conditional Award that are associated with completing the Project would be eligible for reimbursement, per the Welfare and Institutions Code, Section 5960.15.
- 11. I further warrant and certify that Applicant will comply with the following guidelines as a condition of receiving this funding:
 - a. Applicant shall not impose unnecessary barriers to entry for justice-involved populations, to the extent possible and consistent with state law.
 - b. Applicant shall serve the targeted population(s) when and as described within the application.
 - c. Applicant commits to the provision of services and building use restrictions (property title shall be legally encumbered for required term) for 30 years after the expansion Project is placed in service.
 - d. Applicant shall use professionally licensed and insured contractors to carry out the work required for the Project.
 - e. Applicant shall comply with all applicable federal, state, and local relocation laws and shall have an approved relocation plan prior to proceeding with any phase of the Project that will result in the displacement of persons or businesses, if the proposed Project requires relocation of any current residents.
 - f. Applicant shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and Chapter 11B and the Americans with Disabilities Act, Title II.
 - g. Applicant shall meet the prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec. 1720 et seq.). Applicant shall provide a certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law. The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, and (c) be signed by the general contractor(s) and the Applicant.
 - h. Applicant shall collect and report data to DHCS as required.

The Applicant shall defend, indemnify, and hold harmless the Authority and the State of California, and all officers, trustees, agents, and employees of the same, as well as Advocates for Human Potential, Inc. (AHP), the BHCIP third-party administrator, from and against any and all claims, losses, costs, damages,

or liabilities of any kind or nature, including attorn relating to the Grant or Project.	eys' fees, whether direct or indirect, arising from o
certifythat San Bernardino County	will receive, expend, and administer all
funds received under this initiative pursuant to the condition of receiving such funds.	e terms outlined above and understand this is a
The information provided within the form and atta	ached is true and correct.
Signature of Lead Authorized Representative	Date
Dawn Rowe	Chair, Board of Supervisors
Typed Name of Signatory	Title of Signatory



Bond BHCIP Round 2: Unmet Needs Form 7: Community Engagement

identifying the need for their project facility type(s). This will include ensuring that due diligence for zoning and planning All applicants will be expected to describe how they have engaged stakeholders and other community members in support has been captured.

departments and community voices have been meaningfully involved in the visioning and development of this project. Instructions: Explain how stakeholders (e.g., local departments, county, city, etc.) and/or county behavioral health Examples of engagement may include advisory council meetings, focus groups, survey results, or stakeholder engagement sessions that pertain to behavioral health. An example has been provided.

APPLICANT ENTITY NAME: San Bernardino County

Local Needs/Concerns Identified	Community Meeting Transitional Age Youth (TAY) Reviewed Proposition 1 Support for county to apply for Bond Awareness Subcommittee and Bond BHCIP Round 2: Unmet Need facility opportunities.
Outreach Description	Reviewed Proposition I and Bond BHCIP opportunities.
Name/Title/Organization Outreach Description of Individual Contacted	Transitional Age Youth (TAY) Awareness Subcommittee
Type of Outreach (e.g., letter, call, community meeting)	Community Meeting
Date	5/21/25

5/22/25	Community Meeting (Meeting held in Spanish Language)	Latino Awareness Subcommittee	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
5/28/25	Community Meeting	Women's Awareness Subcommittee	position 1 CIP	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
6/12/25	Community Meeting	Disabilities Awareness Subcommittee	position 1 CIP	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
6/16/25	Community Meeting	African American Awareness Subcommittee	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
6/17/25	Community Meeting	Native American Awareness Subcommittee	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
6/18/25	Community Meeting	Inland Empire Behavioral Health Collaborative	position 1 CIP	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
6/26/25	Community Meeting	Older Adults Awareness Subcommittee	position 1 CIP	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
6/26/25	Community Meeting	Cultural Competency AdvisoryReviewed Proposition Committee and Bond BHCIP opportunities.	_	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
7/14/25	Community Meeting	Suicide Prevention Awareness Subcommittee	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
7/22/25	Community Meeting	LGBTQ Awareness Subcommittee	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
7/28/25	Community Meeting	Consumer and Family MemberReviewed Proposition Awareness Subcommittee and Bond BHCIP opportunities.	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
8/8/25	Community Meeting	Asian /Pacific Islander Awareness Subcommittee	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
8/12/25	Community Meeting	Spirituality Awareness Subcommittee	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
9/8/25	Community Meeting	Veterans Awareness Subcommittee	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.
9/10/25	Community Meeting	Mental Health Substance Use Awareness Subcommittee	Reviewed Proposition 1 and Bond BHCIP opportunities.	Support for county to apply for Bond BHCIP Round 2: Unmet Need facility types.

Inland Empire Concerned African American Churches (IECAAC) Annual Retreat		Reviewed Proposition 1, Support for county to apply for Bond State Prevention Initiative BHCIP Round 2: Unmet Need facility and BhCIP awards types.
	submissions for Round 2.	

Form 7: Community Engagement

Bond BHCIP Round 2: Unmet Needs Form 8: Schematic Design Checklist

Applicant Entity Name: San Bernardino County

Lead Authorized Representative or Project Director: Dr. Georgina Yoshioka

Instructions: Please complete this form by providing as much information as possible. Fill in yellow cells with the assistance of your development team. Ideally, your schematic design (SD) drawings will include all architectural and engineering technical information below to support the phase of development your project is in.

		Date Started	Date Completed
	Civil Engineering		
	Site Dimension Control	May 18, 2026	July 10, 2026
	Off-Site Utilities	May 25, 2026	July 10, 2026
	Onsite Utilities	June 33, 2026	July 10, 2026
	Grading and Drainage	July 6, 2026	July 10, 2026
	Structural Engineering		
	Foundation Design	June 8, 2026	July 10, 2026
	Garage Design	N/A	
	Building Frame	June 1, 2026	July 10, 2026
	Architectural/Interiors		
ш	Building and Site Plan	May 18, 2026	July 10, 2026
	Unit Plans and Finish Program	June 1, 2026	July 10, 2026
	Amenity Space Layout	June 8, 2026	June 26, 2026
	Area Tabulations	July 6, 2026	July 10, 2026
	Roof Design	June 8, 2026	July 10, 2026
	Exterior Elevations	June 29, 2026	July 10, 2026
	Exterior Materials	July 6, 2026	July 10, 2026
	Elevator Quality and Speed	N/A	
	MEP Engineering		
	HVAC Systems Design	June 1, 2026	July 10, 2026
	Electrical Systems	June 1, 2026	July 10, 2026
	Plumbing Systems	June 1, 2026	July 10, 2026
	Energy Conservation Concepts	June 8, 2026	June 12, 2026
	Landscape Architecture		
ш	Landscape Design Concepts	June 1, 2026	July 10, 2026
	Hardscape Design Concepts	June 1, 2026	July 10, 2026
	Softscape Design Concepts	June 1, 2026	July 10, 2026
	Development		
	Schedule Summary	June 22, 2026	July 6, 2026
	Soft Cost Summary	July 10, 2026	July 20, 2026
	Consultant Proposal Summary	July 13, 2026	July 20, 2026
	Building Tabulations Summary	July 13, 2026	July 20, 2026
	Full SD Drawing Set Review	July 24, 2026	July 30, 2026
	Building Elevations Review	July 24, 2026	July 30, 2026
	Building Core Spaces and Systems	July 24, 2026	July 30, 2026
	Unit Plan Review	July 24, 2026	July 30, 2026
	Site and Landscape Design Review	July 24, 2026	July 30, 2026
	Lighting Exterior Concepts Review	July 24, 2026	July 30, 2026
	Construction		
	Hard Cost Budget Summary	July 10, 2026	July 22, 2026

Bond BHCIP Round 2 Form 9: Facility Financial Operating Pro Forma (Template)

Instructions

Please complete the table with professional estimates and projections for your facility's annual revenue (income) and annual expenses, in order to show annual net operating income.

APPLICANT ENTITY NAME: San Bernardino County

REVENUE	growth 1.03	Year 1 Year 3 Year 4 Year 5	Year 2	Year 3	Year 4	Year 5
Net Patient Service Revenue		\$8,656,024	\$8,915,705	\$9,183,176	\$9,458,671	\$9,742,431
Total Operating Grants and Contracts		0\$	0\$	0\$	0\$	0\$
Contributions/Fundraising Income		0\$	0\$	80	0\$	0\$
Donated Goods and Services		\$0	0\$	0\$	0\$	0\$
Net Assets Released from Restriction		0\$	0\$	0\$	0\$	0\$
Other Operating Revenue		\$8,164,347	\$8,409,277	\$8,661,556	\$8,921,402	\$9,189,044
Total Operating Revenue		\$16,820,371	\$17,324,982	\$17,844,732	\$18,380,074	\$18,931,476
EXPENSES	1.03	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Related Expenses		\$8,381,024	\$8,632,455	\$8,891,428	\$9,158,171	\$9,432,916
Benefits		\$1,781,936	\$1,835,394	\$1,890,456	\$1,947,170	\$2,005,585
Payroll Taxes		\$799,350	\$823,331	\$848,030	\$873,471	529'668\$
Rent		0\$	0\$	0\$	0\$	0\$
Debt Service/Mortgage Payments		os	0\$	0\$	0\$	0\$
Professional Contracted/Consultant Fees		\$1,070,323	\$1,102,433	\$1,135,506	\$1,169,571	\$1,204,658
Supplies		\$165,574	\$170,541	\$175,657	\$180,927	\$186,355
Insurance		\$252,123	\$259,687	\$267,477	\$275,502	\$283,767
Travel and Training		\$69,722	\$71,814	\$73,968	\$76,187	\$78,473
Licensing and Permits		\$15,437	\$15,900	\$16,377	\$16,868	\$17,374
General Administration		\$1,020,677	\$1,051,297	\$1,082,836	\$1,115,321	\$1,148,781
Facility Operation and Maintenance		\$1,550,000	\$1,596,500	\$1,644,395	\$1,693,727	\$1,744,539
Printing/Postage		\$38,384	\$39,536	\$40,722	\$41,943	\$43,202
Property Taxes/Local Fees		0\$	0\$	0\$	0\$	0\$
Technology (Computers and Other Equipment)		\$150,678	\$155,198	\$159,854	\$164,650	\$169,589
Telephone/Internet		\$126,986	\$130,796	\$134,719	\$138,761	\$142,924
Utilities		\$230,612	\$237,530	\$244,656	\$251,996	\$259,556
Other (Specify) - Vehicle Depreciation and Maintenance		\$97,693	\$100,624	\$103,643	\$106,752	\$109,954
Other (Specify) - Flex Support Expense		\$451,852	\$465,408	\$479,370	\$493,751	\$508,563
Other (Specify) - Food Expense		\$461,000	\$474,830	\$489,075	\$503,747	\$518,860
Other (Specify) - Recruitment		\$157,000	\$161,710	\$166,561	\$171,558	\$176,705
TOTAL OPERATING EXPENSES		\$16,820,371	\$17,324,982	\$17,844,732	\$18,380,074	\$18,931,476
Net Operating Income		08	Q\$	0\$	0\$	0\$

7 See Attachment C or go to Dept, of Developmental Services Reimbursement Rates. 8 This includes the SSI/SSP pass through effective January 1, 2017. Printing and Postage Licensing and Permits Property Taxes

Advertising Total Operating Expenses Rent or Loan Payments Total Expenses

Total Net Income (Loss)

500 \$1,711 \$6,000

500 \$113,294 \$30,396 \$415,724

Presumes property purchased for \$600,000 with \$100,000 down payment

\$500,000 loan for 30 years at 4.5%

(Revenue \$160,056 minus Cast \$415,724 = Loss

RESOLUTION NO. 2025-XX

RESOLUTION OF THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM ("BHCIP")

On Tuesday		, 202	5, on	motion of	f Superviso	r_		dul	y se	conded	by
Supervisor,	and	carried,	the	following	resolution	is	adopted	by	the	Board	of
Supervisors of San Bernarding	o Cou	inty, State	e of (California.				•			

WHEREAS the State of California Department of Health Care Services ("State"), through its contractor Advocates for Human Potential, Inc. ("Department") has issued a Request for Applications, dated May 30, 2025 ("RFA") for the Bond BHCIP Round 2 (2025) Unmet Needs Program (Program). The Department has issued the RFPA for Program grant funds pursuant to California Welfare and Institutions Code sections 5965-5967.01 ("Behavioral Health Infrastructure Bond Act of 2024");

WHEREAS San Bernardino County, a political subdivision of California (Applicant), desires to apply for the Program grant funds and intends to submit an application for Program grant funds ("Application") to the Department for review and consideration; and

WHEREAS the Department is authorized to administer BHCIP pursuant to the Behavioral Health Infrastructure Bond Act of 2024. Program funding allocations are subject to the terms and conditions of the RFA, the Application, Program Funding Agreement ("Program Funding Agreement") and all other legal requirements of the Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of San Bernardino County hereby:

- 1. Certifies that Applicant is authorized and directed to submit an Application to the Department in response to the RFA and to apply for grant funds in a total amount not to exceed \$58,506,665.
- 2. Certifies that if the Application is approved, Applicant is hereby authorized and directed to enter into, execute and deliver a Program Funding Agreement for the total award amount, and all other documents required or deemed necessary or appropriate to secure the Program grant funds from the Department and to participate in the Program, and all amendments thereto (collectively the "Program Documents").
- 3. Certifies if said Applicant receives a grant of Program funds from the State pursuant to the RFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the Program, as well as any and all contracts Applicant may have with the State and/or Department.
- 4. Authorizes and delegates the Chair of the Board of Supervisors, Chief Executive Officer, Assistant Executive Officer of Department Operations, the Deputy Executive Officer of Health and Human Services Administration and the Director of the Department of Behavioral Health to execute and deliver the Application and act on the Applicant's behalf in all matters pertaining to such Application.
- 5. If the Application is approved, the Chair of the Board of Supervisors, Chief Executive Officer, Assistant Executive Officer of Department Operations, the Deputy Executive Officer of Health and Human Services Administration and the Director of the Department of Behavioral Health is authorized to execute the Program Documents on behalf of Applicant for participation in the Program.

PASSED AND California, by the follow		by the B	oard of Supervisors	of San Bernardino	County, State of
AYES:	SUPERVIS	ORS:			
NOES:	SUPERVIS	ORS:			
ABSENT:	SUPERVIS	ORS:			

STATE OF CALIFORN	NIA)	SS.		
SAN BERNARDINO C	COUNTY)			
I, LYNNA MO California, hereby cert by the Board of Supe Minutes of said Board	ify the foregoing trivisors, by vo	ng to be ote of th	ne members present	ct copy of the record t, as the same app	l of the action taken



Contract Number

23-407

SAP Number



Project and Facilities Management Department

Department Contract Representative Telephone Number

Don Day (909) 387-5000

Consultant
Consultant Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Discipline Name

Geoff Bachanas	
949-233-9643	
Years	
Not-to-exceed \$2,000,000	
Not-to-exceed \$2,000,000	

Cost Estimating / Scheduling

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. THE PROJECT

1.1 Scope of Work

County does hereby engage Consultant to perform for the San Bernardino County under the terms and conditions in this Contract all Consultant services relative to Cost Estimating / Scheduling per the County's Request for Proposal dated 12/1/2022, and Appendix A, Consultant Scope of Work (the Project). The Consultant Scope of Work shall be incorporated into this Contract in its entirety. (See Appendix A, Consultant Scope of Work.) Consultant shall not perform any services not specifically provided for in this Contract, including Appendix A, Consultant Scope of Work, without prior approval of County.

Projects under this Contract may include American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF) Funds and may require compliance with ARPA CLFRF requirements (Appendix F, ARPA CLFRF Requirements) and assistance with meeting federal reporting requirements as more fully set forth in Article 3 of this Contract. Consultant's obligation to comply with the ARPA CLFRF

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requirements of this Contract, including but not limited to Appendix D, shall survive termination of this Contract and/or any work order issued under this Contract. To the extent that the requirements of Appendix F conflict with any other provision in this Contract including all Appendices, Appendix D shall prevail.

1.2 Total Contract Amount

The total Contract amount as determined by County shall not exceed \$200,000 per project with a total aggregate not-to-exceed amount of \$2,000,000 through the life of this Contract, subject to any amendments.

1.3 Schedule of Services

The Consultant shall perform services customarily and typically rendered in the field of Cost Estimating / Scheduling to affect all necessary and requested tasks as assigned, including but not limited to, those services as outlined in Article 3 of this Contract and shall duly perform those tasks as diligently as practical, to the reasonable and satisfactory expectation of the County and as agreed upon in a written purchase order issued by the County for each project.

1.4 Consultant's Fees

- a. County agrees to pay Consultant, based on the fee schedule submitted with their proposal, made a part of this Contract as Appendix B, Consultant Rate Sheet, and the actual work performed as requested and approved by the County through a County issued purchase order. The total contract amount shall not exceed \$200,000 per project with a total aggregate not-to-exceed amount of \$2,000,000 for the term of this Contract. Consultant shall be paid based on Article 4 Compensation of this Contract and the attached Fee Schedule (Appendix B, Consultant Rate Sheet).
- b. If the County terminates this Contract at any time prior to the completion of any phase, the Adjusted Consultant's fee will be determined based on the actual work completed in that phase. If Consultant is working on multiple phases simultaneously, payment shall be made based on percentage of work completed on each individual phase.
- c. If the scope of an issued work order is revised (either increased or decreased), the fee shall be revised by negotiation between the County and Consultant before the revised work is performed. No additional work will be paid for by the County without prior written authorization and the total fee mutually agreed upon in advance.

ARTICLE 2. DEFINITIONS

- 2.1 <u>Appropriate Authorities</u> Any private, local, municipal, county, state, regional, or federal authority, public utility or other agency.
- 2.2 <u>Approved Final Construction Cost Estimate</u> The estimate of construction costs approved by the County at the time the drawings, details, and specifications are completed.
- 2.3 <u>Project and Facilities Management Department (or Department)</u> The Department of the County authorized by the Board to administer this Contract.
- 2.4 Board Board of Supervisors of the San Bernardino County.
- 2.5 <u>Chief of Project Management</u> Chief of Project Management of the Project and Facilities Management Department, San Bernardino County.

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- 2.6 <u>Construction Budget</u> Funding in place, for the complete construction of the Project, as established by the County.
- 2.7 <u>Construction Contract</u> A contract prepared by the County and approved by the Board to perform the actual construction of the Project.
- 2.8 <u>Construction Contract Documents</u> The Construction Contract and all Project documents designated in the Construction Contract as part of the Construction Contract, including working drawings, addenda, specifications, general conditions and special conditions of the Construction Contract.
- 2.9 <u>Construction Documents</u> The drawings, specifications, estimates, and other data Consultant will provide for a Project as more fully described in Article 3 or an individual purchase/work order.
- 2.10 County San Bernardino County, and its authorized representatives.
- 2.11 <u>Department</u> Project and Facilities Management Department, San Bernardino County.
- 2.12 <u>Director</u> Director of the Project and Facilities Management Department, San Bernardino County.
- 2.13 <u>Project</u> The project includes all necessary design, construction, testing, inspection and management necessary to complete the project.
- 2.14 <u>Project Construction Cost Estimate</u> The Consultant's dated, itemized estimate, including the Itemized Categories of Work, of the entire Project's current cost, escalated to the proposed mid-point of construction.
- 2.15 <u>Project Manager</u> The County Employee, designated by the Director, responsible for the administration of this Contract.
- 2.16 <u>Project Consultant</u> Person, designated by Consultant and approved by County, responsible for Consultant's work.
- 2.17 <u>Consultant</u> Entity hired by County, based on competence and related experience, to perform work described herein.
- 2.18 Work Order The document describing the scope of work Consultant must provide to County, the time to complete the scope of work, and the maximum compensation to be paid Consultant for the scope of work. The work order will generally be part of the purchase order authorizing Consultant to proceed with a specific scope of work.

ARTICLE 3. BASIC SERVICES OF CONSULTANT

- 3.1 See Appendix A Consultant Scope of Work
- 3.2 In the event ARPA CLFRF funding is included on a Project, the County will be required to provide reporting regarding compliance with ARPA CLFRF requirements and will require Consultant's cooperation to meet this requirement. Consultant agrees to cooperate with County in meeting ARPA CLFRF reporting requirements and provide requested information within five (5) business days. Areas of reporting may be related to any requirement set forth in Appendix D to the Contract as well as labor compliance and general Work Order/project status.

ARTICLE 4. COMPENSATION

4.1 The County shall compensate the Consultant at a negotiated fee per project/task that is determined and authorized in advance of such work being performed based on a time and materials basis that will utilize the Consultant's Fee Schedule (Appendix B, Consultant Rate Sheet) and as presented on itemized

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- invoices. Each Work Order shall identify specific work required, designate the method of compensation and shall be approved by the County.
- 4.2 Consultant shall include in the invoice a description of work accomplished per each individual project assigned, and itemize such work accomplished to include labor hours per classification of employees performing the work, travel costs, tests performed, incidental costs and reimbursable costs (per fee schedule as shown in Appendix B, Consultant Rate Sheet).
- 4.3 Maximum compensation under the Contract shall not exceed \$200,000 per project with a total aggregate not-to-exceed amount of \$2,000,000 for the term of the Contract.
- 4.4 Consultant acknowledges that this Contract is for on-call services and that the Consultant serves at the pleasure of the County. Therefore, the Consultant is not guaranteed or implied to receive any minimum amount of work or compensation as a result of this Contract.
- 4.5 Rent, utilities, word processing, in-house courier, local telephone charges, office supplies, support staff, local area travel within a 100 mile radius of the San Bernardino County's Government Center, meal expenses, lodging (unless preapproved by a Project and Facilities Management Department representative), meal expenses, time spent to provide necessary information for County audits or billing inquires, and all other expense items related to the provision of Consultant's services are not included in the fee negotiated per Section 4.1 and will not be reimbursed by County.
- 4.6 Consultant shall provide County itemized monthly invoices, in arrears, for services performed under this Contract within twenty (20) days of the end of the previous month. County will authorize payment to Consultant no later than sixty (60) calendar days after receipt of completed invoice that is acceptable and satisfactory to the County.
- 4.7 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Agreement.
- 4.8 The County reserves the right to seek proposals from multiple firms for projects where legally required, including but not limited to the use of ARPA CLFRF funding or to meet other federal and/or state funding requirements. Firms may be selected based on lowest price, if legally required by the funding source.

ARTICLE 5. - PAYMENT BY ELECTRONIC FUND TRANSFER

Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

ARTICLE 6. RECORDS

All records relating to the Consultant's personnel, Consultants, Extra Services and reimbursable expenses, pertaining to the Project shall be kept in a generally acceptable accounting format and shall be available to the County upon request and shall be maintained by Consultant for not less than three (3) years after the Notice of Completion is filed.

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Consultant's personnel, consultants, subconsultants, Service/Scope of Work and expenses pertaining to this Agreement shall be kept in generally acceptable accounting format. Records should

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include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

For any Project involving the use of ARPA CLFRF Funds, Consultant shall comply with all requirements set forth in Appendix D.

ARTICLE 7. COUNTY RESPONSIBILITIES

The County is responsible to the extent reasonably possible to provide/perform the following:

- 7.1 Project Budget and information relating to facility requirements, and Project scheduling.
- 7.2 Access to sites for the purpose of gathering or collecting date, performing tests, or inspections.
- 7.3 Soils investigation, topographic survey and recommendations, as deemed necessary by County.
- 7.4 Existing maps, boundaries, facility plans, operational or previous project reports, blank forms, and any other available documents or items required by Consultant for the satisfactory performance under this Contract that may be available.
- 7.5 Reproduction of final drawings and specifications for bidding.
- 7.6 Notify the Consultant in writing of County procedures required and name the County representative authorized to act in its behalf. County shall review documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.
- 7.7 Nothing in this Contract nor any act or failure to act on the part of the County shall be construed as a waiver of claim by County for any defects or deficiencies in the plans, reports or interpretative conclusions drawn by tests or observations conducted and performed by Consultant. Consultant is responsible to determine the accuracy of all documents used and incorporated into its work.

ARTICLE 8. DOCUMENTS

All plans, specifications, data, products, graphics, computer programs, reports and other documents prepared by Consultant pursuant to this Contract shall become and remain the property of County. All such items shall be delivered to the County upon completion of the work under the Contract or termination of the Contract. Consultant and Owner shall retain reproducible copies of all documents for not less than three (3) years after the Notice of Completion is filed.

All artwork, proofs and/or negatives in either print or digital format for a project are the property of the San Bernardino County. These items must be returned to the San Bernardino County within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Consultant will be barred from all future solicitations, for a period of at least six (6) months.

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans specifications, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Consultant as the creator of the materials. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United State or in any other country without the express written consent of County.

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Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement must be filed with the County prior to publication.

For any Project involving the use of ARPA CLFRF Funds, Consultant shall comply with all document requirements set forth in Appendix D.

ARTICLE 9. TERMINATION OR SUSPENSION OF CONTRACT

- 9.1 County reserves and has the right and privilege of canceling, terminating, suspending or abandoning the Contract or the execution of any work in connection with this Contract at any time upon written notice to the Consultant. The Director of the Project and Facilities Management Department is authorized to exercise the County's rights with respect to any termination or suspension of this Contract. The Consultant may terminate this Contract upon 30 days written notice to County, should the County substantially fail to perform in accordance with its responsibilities. Upon receipt or giving of such notice of termination, Consultant shall provide no further services to County without specific request or authorization of the County.
- 9.2 In the event of any termination, all finished and unfinished design and research documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant shall, at the option of the County, become the property of the County.
- 9.3 In the event of any termination, County shall pay to Consultant as full payment for all services performed and all expenses incurred under this Contract the sum due and payable, as determined by County. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to completed work and work in progress, whether delivered to County or in possession of Consultant.
- 9.4 If, after payment of the amount required to be paid under this Article 9, Termination or Suspension of Contract, following the termination of the Contract, County should decide to complete the original Project, (or substantially the same Project), County shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates and other documents and research studies prepared under this Contract by Consultant who shall make them available to County.
- 9.5 Consultant's obligation to comply with the ARPA CLFRF requirements of this Contract, including but not limited to Appendix D, shall survive termination of this Contract and/or any work order issued under this Contract. To the extent that the requirements of Appendix D conflict with any other provision in this Contract including all Appendices, Appendix D shall prevail.

ARTICLE 10. INDEMNIFICATION

For "design professional services" as defined in Civil Code section 2782.8, the following indemnification paragraph applies: "Consultant shall defend and indemnify County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional."

For all other consultant services, the following indemnification paragraph applies: "The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Consultant's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782."

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ARTICLE 11. INSURANCE

11.1 <u>Insurance</u>: The Consultant agrees to provide insurance set forth in accordance with the requirements herein. If the Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

a. Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant has no employees, it may certify or warrant to the County that is does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance The Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of the Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (a) Premises operations and mobile equipment.
 - (b) Products and completed operations.
 - (c) Broad form property damage (including completed operations).
 - (d) Explosion, collapse and underground hazards.
 - (e) Personal injury
 - (f) Contractual liability.
 - (g) \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits or

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Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- e. Umbrella Liability Insurance An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- f. Environmental Contracts In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:
 - a. <u>Environmental Liability Insurance</u> with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.
 - b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
- 11.2 <u>Additional Insured</u> All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 11.3 <u>Waiver of Subrogation Rights</u> The Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, consultants and subconsultants. All general or auto liability insurance coverage provided shall not prohibit the Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against the County.
- 11.4 <u>Policies Primary and Non-Contributory</u> All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 11.5 <u>Severability of Interests</u> The Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Consultant and the County or between the County and any other insured or additional insured under the policy.
- 11.6 Proof of Coverage The Consultant shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire

without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

- 11.7 <u>Acceptability of Insurance Carrier</u> Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- 11.8 <u>Deductibles and Self-Insured Retention</u> Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 11.9 <u>Failure to Procure Coverage</u> In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.
- 11.10 <u>Insurance Review</u> Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

ARTICLE 12. SUCCESSORS AND ASSIGNS

- 12.1 This Contract shall be binding upon County and Consultant and their respective successors and assigns.
- 12.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.
- 12.3 Death or Incapacity: If the Consultant transacts business as an individual, his death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder, and County shall pay him or his estate the compensation payable under Article 4, Compensation, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, the County will make payment to those continuing as though there had been no such death or incapacity and the County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity

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befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

ARTICLE 13. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, or by facsimile, or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

Consultant's address: Kitchell/CEM Inc.

3600 Lime Street, Ste. 523 Riverside, CA 92501

County's address: Project and Facilities Management Department

385 North Arrowhead Avenue, Third Floor

San Bernardino, CA 92415-0184

ARTICLE 14. FEDERAL GRANTS, STATE GRANTS, PARTICIPATION

All records pertaining to services provided by Consultant under this Contract shall be available for examination and audit by County, Federal and State representatives for a period of three years after filing of the Notice of Completion or until all pending County, State and Federal audits are completed or until all pending litigation is completed, whichever is later. All records pertaining to services provided by Consultant under this Contract shall be retained locally and made available upon the County's reasonable advance written notice to Consultant or turned over to County. Consultant shall comply with federal and/or state requirements as to work hours, overtime compensation, nondiscrimination, and contingent fees. For any Project involving the use of ARPA CLFRF Funds, Consultant shall comply with all requirements set forth in Appendix D.

ARTICLE 15. EMPLOYMENT DISCRIMINATION

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. For any Project involving the use of ARPA CLFRF Funds, Consultant shall comply with all requirements set forth in Appendix D.

ARTICLE 16. WAIVER

Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Consultant, and County may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due County from Consultant is determined. The waiver by either party or any breach to this Contract shall not constitute a waiver as to any succeeding breach.

ARTICLE 17. REPRESENTATIVES OF COUNTY

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The Director of the Project and Facilities Management Department, or his/her designee, shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination, suspension or assignment of this Contract. The Director, or his/her designee, shall be the final authority in all matters pertaining to the Scope of Work by Consultant including reduction in the scope of work and reduction in the corresponding cost. The San Bernardino County Board of Supervisors must approve all amendments to this Contract.

ARTICLE 18. ERRORS, OMISSIONS AND/OR CONFLICTS

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should County suffer damages due to errors, omissions and/or conflicts within the Contract Documents, the Consultant shall be responsible to County for costs of all such damages.

ARTICLE 19. INDEPENDENT CONSULTANT

In the performance of the Agreement, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

ARTICLE 20. FORMER COUNTY OFFICIALS

Consultant agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

ARTICLE 21. MATERIAL MISSTATEMENT/ MISREPRESENTATION

If during the course of the administration of this Contract, the County determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

ARTICLE 22. CONFLICT OF INTEREST

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subconsultants and the County. Consultant shall make a reasonable effort to prevent employees, officers, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

ARTICLE 23. IMPROPER CONSIDERATION

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Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration, as described in the preceding paragraph, was offered to any officer, employee or agent of the County. This prohibition shall apply to any amendment, extension evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

ARTICLE 24. VENUE

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

ARTICLE 25. PREVAILING WAGE LAWS

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Appendix "C" for additional information and requirements regarding Prevailing Wage Laws.

ARTICLE 26. ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements section.

ARTICLE 27. LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of California.

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ARTICLE 28. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Agreement. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Consultant's performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Consultant of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Consultant shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Consultant under this Agreement or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

ARTICLE 29. RESERVED

ARTICLE 30. DAMAGE TO COUNTY PROPERTY

Consultant shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds cause by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County.

ARTICLE 31. IRAN CONTRACTING ACT

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Consultants are cautioned that making a false certification may subject the Consultant to civil penalties, termination of existing agreement, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Consultant agrees that signing the Contract shall constitute signature of this Certification.

ARTICLE 32. CALIFORNIA CONSUMER PRIVACY ACT

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To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

ARTICLE 33. EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE 34. MISCELLANEOUS PROVISIONS

- 34.1 The Consultant will designate an individual to serve as the primary point of contact for the Agreement. Consultant or designee must respond to County inquires within two (2) business days. Consultant shall not change the primary contact without written notification and acceptance of the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.
- 34.2 Consultant shall notify the County, in writing, of any change in mailing address and/or physical location within ten (10) calendar days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- 34.3 Consultant agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the Director of the Project and Facilities Management Department, or his or her designee. Any subcontracting shall be subject to the same contract provisions as Consultant. Consultant shall be fully responsible for the performance and payments of any subconsultant.
- 34.4 Consultant shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, Consultant shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- 34.5 No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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- 34.6 Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 34.7 If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- 34.8 Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of this Contract. Professional Architects and Engineers shall be duly registered in the State of California.
- 34.9 The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
- 34.10 In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.
 - To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's environmentally preferable purchases. Consultants must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- 34.11 No news releases, advertisements, public announcements or photographs arising out of this Contract or Consultant's relationship with the County may be made or used without prior written approval of the County.
- 34.12 In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Consultant shall notify the County within one (1) working day, in writing <u>and</u> by telephone.
- 34.13 Consultant agrees to comply with the provisions of Executive Orders, 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 34.14 Consultant shall comply with all applicable laws, statutes, ordinances, administrative orders, court orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
- 34.15 Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the services performed pursuant to this Contract.

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- 34.16 Time is of the essence in performance of this Contract and of each of its provisions.
- 34.17 Consultant acknowledges and agrees that it will not submit a bid, or enter into any agreement with a third party, for the construction of the Project. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.
- 34.18 In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Agreement, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:
 - a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Consultant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Agreement and any other Agreement the Consultant has with the County, if the Consultant or Consultant's employees are determined by the County not to be in compliance with above.

- 34.19 The Consultant certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System (www.epls.gov). Consultant agrees that signing this Contract shall constitute signature of this Certification.
- 34.20 This is not an exclusive Contract. The County reserves the right to enter into a contract with other consultants for the same or similar services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.
- 34.21 Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose positioning the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.
- 34.22 Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- 34.23 In the event of any dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

ARTICLE 35. TERM

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The Contract is effective as of May 23, 2023 and expires on May 22, 2028 or closeout/completion of the last project/work order/task assigned to Consultant within said term, whichever is later, but may be terminated earlier in accordance with the provisions of this Contract.

ARTICLE 36. CONCLUSION

SAN BERNARDINO COUNTY

- 36.1 This Contract, consisting of 38 pages, Appendixes A, B, C, and D is the full and complete document describing services to be rendered by Consultant to County including all covenants, conditions and benefits.
- 36.2 The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- 36.3 This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and Consultant has caused this Contract to be subscribed in its behalf by its duly authorized officers on their behalf.

Kitchell/CEM Inc.

 Daunm K 		,	Cohen			
Dawn Rowe, Chair, Board of Super	visors	(A	(Authorized signature - sign in blue ink)			
Dated: MAY 2 3 2023		Name Wei	Name Wendy Cohen (Print or type name of person signing contract)			
SIGNED AND CERTIFIED THAT A	COPY OF THIS	(P				
DOCUMENT HAS BEEN DELIVER	ED TO THE					
CHAIRMAN OF THE BOARD		Title Presid	Title President			
Clemof the Boa	of Supervisors		(Print or Type)			
By BERNEDED	MUNICA	Dated: May	Dated: _May 13, 2023			
S Dept		Address 36	600 Lime Street, Ste 523			
BERNARDINO COUNTY	9		verside, CA 92501			
FOR COUNTY USE ONLY						
Approved as to Legal Form	Reviewed for Contract Co	ompliance	Reviewed/Approved by Department			
Katherine Hardu Ratherine Hardy 14, 2015 2 44 PUT;	► To Calle		Don Day Lent Day (May 15, 2023 70 30 FDZ)			
Katherine Hardy, County Counsel	Robert Gilliam, Chief of P Project and Facilities Mar		Don Day, Director, Project and Facilities Management Department			
DateMay 14, 2023	NateMay 15, 2023		DateMay 15, 2023			
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Appendix A Consultant Scope of Work

Cost Estimating Services

The following are the services that will generally be required of Consultant for each Project that is assigned to Consultant under this On-Call Contract. The County reserves the right to revise the Scope of Work for specific Projects in the Work Order issued to Consultant for a specific Project.

The Consultant will perform services, provide resources and materials customarily and typically rendered to accomplish all such tasks necessary as assigned including, but not limited to, the following:

- Consult with authorized employees, agents and representatives of the County and other Consultants relative to the cost estimating services for the project.
- Attend meetings as scheduled by the County for the purpose of obtaining data pertaining to the projects for which cost estimates services are to be provided.
- Prepare cost estimates for CIP and other miscellaneous construction projects. Provide cost estimates, as directed, for any or all stages of the design and construction document preparation process, from the conceptual phase through the construction document phase.
- Evaluate consultant change order requests during the construction process.
- Prepare and submit cost estimates in CSI format for review by the County.
- Establish a schedule development and management process.

Scheduling Scope of Work

The following are the services that will generally be required of Consultant for each Project that is assigned to Consultant under this On-Call Contract. The County reserves the right to revise the Scope of Work for specific Projects in the Work Order issued to Consultant for a specific Project.

- Work closely with County and Design Teams to develop and maintain detailed resource loaded schedules
 of Design/Build and Design Bid Build construction projects using MS Project and Primavera P6.
- Provide project control services on multiple capital improvement projects managed with critical path method (CPM) construction schedules including:
 - Review baseline schedule submittals, narratives, and associated documents for reasonableness with respect to activity durations, logic, sequencing, and general compliance with contractual requirements.
 - Evaluate and manage construction schedule updates to assure timely contract completions.
 - Perform time impact and schedule recovery analysis to assess the effects of contract changes on schedule.

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- Develop resource and cost loaded schedules, including lists of activities, major milestones, critical
 approvals, long lead procurement items and other critical project deliverables to be scheduled and
 tracked for the projects.
- Assess the impact of design changes and schedule slippages. Inform County of all schedule updates.
- Accumulate and access historical data for use in maintaining realistic future planning and forecasting.
- Provide forensic analysis of contractor submitted schedules to assist in dispute resolution.
- Provide guidance, direction, and specialized assistance for the resolution of difficult project control problems.
- Build program portfolios from individualized project schedules and provide reports of program milestones.
- Incorporate cost data into project schedules, programs, and portfolios including original budget, actual budget, and cost to date.
- Provide reporting tools such as individualized and custom reports. Develop dashboards to monitor the schedule's status.
- May interface with clients, attend regular meetings, and give statistical reports.
- Travel to projects sites and other ABC offices as needed to participate in project meetings, develop schedules of project completion, and update schedules to identify work completed at the project sites.
- Provide training on analysis of construction CPM schedules and the use of scheduling software and evaluation tools as needed.
- Provide training related to construction contract claims and delay and disruption claims.

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Appendix B Contractor Rate Sheet

San Bernardino County
Project and Facilities Management
Department

Request for Proposal
Revised On Call Professional
Services

No. ANE223-ANE2C-4786

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	lame; Kitcheil: CEM, Inc.
Discipline Cal	stegory: (Each discipline category needs a separate rate sheet): Estimating/Scheduling
Provide comp	plete breakdown of hourly rates based on the following yearly increments beginning from date of award.
2023-2024	Please see the following page for details on Kitchell's hourly rates:
2024-2025	
2025-2026	
2026-2027	
2027-2028	

Date

Wendy Cohen is an authorized officer of the firm

Name, Title

Signature

Mail or submit in person Attachment E, in a separate sealed envelope labeled "Fee Proposal Sheet" with the RFP Number and Title and the name of the Proposer clearly marked on the outside, to the address stated in Section 1, Paragraph B.

Hourly Rates

	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
	Jul 2023 - Jun	Jul 2024 - Jun	Jul 2025 - Jun	Jul 2026 - Jun	Jul 2027 - Jun
A DOMESTIC TO A PERSON NAMED IN	2024	2025	2026	2027	2028
	2021		iEscalated from	(Escalated from	(Escalated from
Title		(Escalated from Year 1 by 3.0%)	Year 21 y 3.0%	rear 3 by 3.0%)	Year 4 (3.0%)
Principal-In-Charge	\$235	\$242	\$249	\$257	5264
Project Executive	\$225	\$232	\$239	\$246	\$253
Project Director	\$210	\$216	5223	\$229	\$236
Sr. Project Manager	\$195	\$201	\$207	\$213	\$219
Project Manager	\$180	S185	\$191	\$197	5203
Construction Manager	\$180	\$185	\$191	\$197	5203
Assistant Project	3190	3163	1 2121	3137	7200
Manager	\$160	\$165	\$170	\$175	\$180
Sr. Project Engineer	\$140	\$144	\$149	\$153	\$158
Project Engineer	\$125	\$129	\$133	\$137	\$141
Field Office Manager	\$95	598	\$101	\$104	\$107
Estimating Manager	\$205	\$211	\$217	\$224	\$231
Senior Estimator	S175	\$180	\$186	\$191	\$197
Estimator	\$150	\$155	\$159	\$1 5 4	5169
Scheduling Manager	\$205	\$211	5217	\$104 \$224	\$231
Scheduler	\$165	\$170	S175	\$180	\$186
Engineering &	5016	3170	31/3	\$100	3100
Architectural Services	\$230	\$237	5244	\$251	\$259
Director	52.50	4431	-	7.0	3233
Commissioning Manager	\$190	\$196	\$202	\$208	\$214
Project Controls &	\$180	\$185	\$191	5197	\$203
Analytics Manager	-	-	la de la companya de		
Facility Management Director	\$200	\$206	\$212	\$219	\$225
Healthcare Subject Matter Expert	\$225	\$232	\$239	\$246	\$253

General Notes:

- Hourly rates are based on the details and information included in the RFP. If these details change Kitchell would ask that the
 rates be discussed with San Bernardino County to develop a mutually agreeable rate that meets the needs of San Bernardino
 County and Kitchell.
- 2. Hourly/Billable rates are escalated 3.0% per year consistent with annual cost of living adjustments and escalation.
- 3. No additional billing/reimbursable costs were included at this time as it is unclear what will be needed and what set-up San Bernardino County will have per project. Kitchell recommends discussing with San Bernardino County reimbursable costs on a per project basis to develop a mutually agreeable cost that meets the needs of San Bernardino County and Kitchell.
- Kitchell welcomes comments and/or discussion with the San Bernardino County on our hourly rates to ensure they are in alignment with the overall needs and San Bernardino County expectations.

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Appendix C PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/Public-Works.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

- 8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:
 - a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
 - b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

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- (a) To qualify for registration under this section, a contractor shall do all of the following:
- (1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
- (A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.
- (B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
- (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
- (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:
- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

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- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

- "(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- (g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).
- (2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
- (3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

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- (4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnity or otherwise be liable for any penalties pursuant to paragraph (1).
- (i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.
- (j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.
- (2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:
- (A) Manual delivery of the order to the contractor or subcontractor personally.
- (B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:
- (i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.
- (ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.
- (3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.
- (4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.
- (k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.
- (I) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."
- d. Labor Code section 1771.4 states the following:
 - "a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:
 - (1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - (2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
 - (3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

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- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
- (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
- (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—<u>it is not</u> a request for the dispatch of an apprentice.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

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http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

Make Training Fund Contributions

- Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603. San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Rations:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

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- iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

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Appendix D

COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FEDERAL GUIDELINES USE OF ARPA CLFRF AND REQUIREMENTS

This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act-Coronavirus Local Fiscal Recovery Fund (ARPA), Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

Contractor agrees to comply with the following:

- A. In accordance with Title 2 Code of Federal Regulations (C.F.R.) Section 200.322, the non-Federal Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. In accordance with Title 2 C.F.R. Section 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligating or expending covered telecommunications and video surveillance services or equipment or services (as described in Title 2 C.F.R. Section 200.216) to: 1) Procure or obtain, extend or renew a contract to procure or obtain; 2) Enter into a contract (or extend or renew a contract) to procure; or 3) Obtain the equipment, services, or systems, as described in Title 2 C.F.R. Section 200.216 that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and: (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communication's Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; and (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section

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- 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. A non-Federal Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at Title 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by Title 31 U.S.C. Section 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E. Clean Air Act (42 U.S.C. Sections 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1389), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sections 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sections1251-1389).
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under Title 37 C.F.R. Section 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Title 33 U.S.C. Sections 1251-1387 recipient or subrecipient must comply with the requirements of Title 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708). Where applicable, all contracts awarded by the non-Federal Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with Title 40 U.S.C. Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Title 40 U.S.C. Section 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of Title 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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- H. Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sections 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C. Section 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal contractor must report all suspected or reported violations to the Federal awarding agency.
 - i. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Exhibit "B" for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the County and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.
- I. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by Title 41 U.S.C. Section 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- J. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal Contractor including the manner by which it will be effected and the basis for settlement.
- K. Equal Employment Opportunity. Except as otherwise provided under Title 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in Title 41 C.F.R. Section 60-1.3 must include the equal opportunity clause provided under Title 41 C.F.R. Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The identified clause is below and Contractor shall comply with the clause and all legal requirements and include the equal opportunity clause in each of its nonexempt subcontracts.
 - i. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at Title 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan,

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insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- L. Data Collection Requirements Contractor agrees to collect pre-post data per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; and Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database retrievable collective data that needs to be available to County, State or Federal governments upon request.
- M. Data Submission Requirements Contractor agrees to furnish data to the County upon request, per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database retrievable collective data that needs to be available at request.
- N. Project Progress Reporting Contractor agrees to provide project timeline and progress updates to the County upon request, per County, and United States Treasury guidelines and timeline. Contractor agrees to routine and impromptu program and project evaluation by the County.
- O. Contractor shall comply with Title 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including, but not limited to, Title 2 C.F.R. Section 200.303 (internal control), Title 2 C.F.R. Sections 200.331 through 200.333 (subrecipient monitoring and management), and Title 2 C.F.R. Part 200 Subpart F (audit requirements), as these sections currently exist or may be amended. The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes an eligible expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the County. Contractor agrees to comply with all official guidance regarding the ARPA CLFRF.

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Contractor also agree that as additional federal guidance becomes available, an amendment to this Contract may become necessary. If an amendment is required, Contractor agrees to promptly execute the Contract amendment.

- P. Contractor shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Section 200.334 (retention requirements for records). Such documentation shall be produced to County upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), Contractor shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by County or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the County, the State or the United States Government during normal business hours at Contractor. Copies will be made and furnished by Contractor upon written request by County.
- Q. Contractor shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Contractor's requests for reimbursement which segregate and accumulate costs of Contractor and produce monthly reports which clearly identify reimbursable costs, matching fund costs (if applicable), and other allowable expenditures by Contractor. Contractor shall provide a monthly report of expenditures under this Contract no later than the 20th day of the following month.
- **R.** Contractor shall cooperate in having an audit completed by County, at County's option and expense. Any audit required by ARPA CLFRF and its regulation and United States Treasury guidance will be completed by Contractor at Contractor's expense.
- S. Contractor shall repay to County any reimbursement for ARPA CLFRF funding that is determined by subsequent audit to be unallowable under the ARPA CLFRF within the time period required by the ARPA CLFRF, but no later than one hundred twenty (120) days of Contractor receiving notice of audit findings, which time shall include an opportunity for Contractor to respond to and/or resolve the findings. Should the findings not be otherwise resolved and Contractor fail to reimburse moneys due County within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the ARPA CLFRF, County reserves the right to withhold future payments due Contractor from any source under County's control.
- T. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.
- U. Universal Identifier and System for Award Management (SAM), Title 2 C.F.R. Part 25.
- V. Reporting Subaward and Executive Compensation Information, Title 2 C.F.R. Part 170.
- W. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement), Title 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to Title 2 C.F.R. Part 180 and Treasury's implementing regulation at Title 31 C.F.R. Part 19. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 C.F.R. Section 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at Title 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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- X. Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in Title 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Y. Government Requirements for Drug-Free Workplace, Title 31 C.F.R. Part 20.
- Z. New Restrictions on Lobbying, Title 31 C.F.R. Part 21.
- **AA.** Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
- BB. Applicable Federal environmental laws and regulations.
- CC. Statutes and regulations prohibiting discrimination include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at Title 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- DD. Contractor understands that making false statements or claims in connection with the ARPA funded activities is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- **EE.** Any publications produced with ARPA funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-0628 awarded to San Bernardino County by the U.S. Department of Treasury."
- FF. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is being encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating companyowned, rented, or personally owned vehicles.
- **GG.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is being encouraged to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.
- HH. As a recipient of federal financial assistance, the Civil Rights Restoration Act of 1987 applies, and Contractor assures that it:
 - i. Ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. Sections 2000d et seq.), as implemented by the

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- Department of the Treasury Title VI regulations at Title 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda and/or guidance documents.
- ii. Acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities, because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail provide language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication.
- iii. Agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities.
- iv. Agrees to maintain a complaint log of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- II. The County must include the following language in every contract or agreement subject to Title VI and its regulations:
 - "The sub-grantee, contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or nation origin (42 U.S.C. Section 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. Section 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Sections Part 22, and herein incorporated by reference and made a part of this contract or agreement."
- **JJ.** Contractor shall cooperate in any enforcement or compliance review activities by the County and/or the Department of the Treasury. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.
- **KK.** Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c), regulations adopted by Treasury implementing those sections, and guidance issued by Treasury regarding the foregoing.
- **LL.** County has the right of access to records (electronic or otherwise) of Contractor in order to conduct audits or other investigations.
- **MM.** Contractor shall maintain records for a period of five (5) years after the completion of the contract or a period of five (5) years after the last reporting date the County is obligated with the Department of the U.S. Treasury, whichever is later.
- NN. Contractor must disclose in writing any potential conflict of interest in accordance with Title 2 C.F.R. Section 200.112.
- OO. In accordance with Title 41 U.S.C. Section 4712, subrecipient or Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of

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a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Recipient, subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Subrecipient or Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

PP. County and Contractor acknowledge that if additional federal guidance is issued, an amendment to this Contract may be necessary. In the event any of the terms in this Exhibit conflict with any other terms in the Contract, the terms in this Exhibit shall control.

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Education

B. Arch., Architecture, University of Arizona

Registrations + Certifications

Architect #33444, CA

National Council of Registration Boards

Associate Design-Build Professional

KEVIN HALLOCK, AIA, NCARB, ASSOC. DBIA

SENIOR ARCHITECT

Kevin has over 24 years of industry experience working on various projects including hospitality, housing, healthcare, schools and churches. He has excellent communication skills, working both with his design team and the client to meet goals and ensure projects are completed on time. Kevin's wide range of experience includes managing design and production teams, working with clients to be sure their goals are understood and accomplished and working with city agencies to ensure projects meet the local planning vision and serve the community. He has served on various boards and is active with local non-profit organizations.

PROJECT EXPERIENCE

San Diego County, Psychiatric Hospital Roof Repairs, San Diego, CA: Facility condition assessment for the roof of one 59,000 SF building.

County of Sonoma, Adult Detention Behavioral Health Unit, Santa Rosa, CA: A new \$44.6 million, 34,000 SF SB 863-funded project to provide a new secure mental health treatment facility located adjacent to the Main Adult Detention Facility in Santa Rosa. The new facility provides outpatient level treatment and rehabilitation programs and services for the mentally ill inmate population.

West Side Health Care District, West Side Family Health Center, Taft, CA: A new \$10.3 million, 20,000 SF facility supporting urgent care, primary care adult and pediatric services, occupational medicine and similar services. In addition to practitioner and administrative support functions, the facility features a core of clinical support such as radiology and laboratory services, as well as telemedicine services and potential for outpatient specialty services.

City of Santa Clara, Facilities Condition Assessments, Santa Clara, CA: Kitchell provided park and building facility assessment services, as well as GIS mapping of assets to the City of Santa Clara Park and Recreation Department.

County of San Diego, EAS 2015 Facility Assessment On-Call, San Diego, CA: Kitchell has assessed the condition of over 6 million SF, encompassing 304 buildings, 13 public parks totaling 224 acres and 83 elevators in 36 buildings. Scope of work for building assessments included examination of the roofing, exteriors, interiors, mechanical systems, electrical supply and distribution systems, plumbing supply and waste systems, fire and life safety protection systems, specialty equipment, site utilities and site improvements.

City of Manhattan Beach, City Hall HVAC Renovation, Manhattan Beach, CA: Kitchell provided a facility condition assessment, estimating, electrical design, mechanical design, architectural design and construction administration.

City of Torrance, Facility Condition Assessment Services, Torrance, CA: Kitchell provided facilities condition assessment services for 58 City buildings totaling 1,220,000 SF. Scope of work included complete building and property architectural, mechanical, electrical, plumbing, fire sprinkler, water intrusion, life safety and structural deficiency evaluations, corrective and maintenance recommendations and budget estimates for the corrective work for each facility. The findings will serve as a basis for developing a strategy to implement necessary repairs, alterations, and improvements over the next 10 years. Kitchell also conducted a Facility Effectiveness and Assessment Tool (FEAT) analysis of several buildings to determine operational viability.





















