

ATTACHMENT L

FACILITY ACCESS AGREEMENT
BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM (BHCIP)
ROUND 1: LAUNCH READY

1. STATEMENT OF INTENT

The purpose of this Facility Access Agreement (this “**Agreement**”) is to provide the State of California (the “**State**”) Department of Health Care Services (“**DHCS**”) with access to a property and facility owned and operated by **SAN BERNARDINO COUNTY**, a political subdivision of the State of California, acting through its Department of Behavioral Health (the “**Sponsor**”), which received grant funding through the Behavioral Health Continuum Infrastructure Program (“**BHCIP**”). The Sponsor further agrees to provide information and documents to DHCS as outlined in this Agreement. The Sponsor agrees to provide this facility access and to provide the information outlined in this Agreement to enable DHCS to confirm the Sponsor’s compliance with BHCIP requirements and restrictions and applicable federal regulations. The Sponsor enters into this Agreement as a condition of receipt of Bond BHCIP Funds and will comply with this Agreement for the term specified.

2. BACKGROUND

DHCS oversees BHCIP pursuant to the requirements of California Welfare and Institutions Code sections 5960-5960.4, as amended by sections 5965-5967.01 that provided, in part, for the: (a) addition of section 5965.04 to the California Welfare and Institutions Code allocating additional funding to the Program; and (b) repealed section 5960.45 from the California Welfare and Institutions Code.

DHCS oversees BHCIP to award State Behavioral Health Infrastructure Bond Act of 2024 funds (“**Bond BHCIP Funds**”) to qualified entities, through competitive grants, to construct, acquire, and rehabilitate real estate assets to address significant crisis care gaps in California’s behavioral health (mental health and substance use disorder) infrastructure. DHCS awarded the Sponsor Bond BHCIP Funds to acquire, expand, or construct certain improvements (the “**Sponsor’s Project**”) on that certain real property commonly known as vacant lot located on Assessor Parcel Numbers 1191-141-38-0000 and 1191-141-40-0000, located in the City of San Bernardino, San Bernardino County, State of California, and the improvements thereon (the “**Property**”); and, to operate the specific type of behavioral health facility (the “**Facility**”) identified in the Sponsor’s application on the Property following the completion of the Sponsor’s Project.

As part of DHCS's grant award to the Sponsor, the Sponsor entered into a contract with Advocates for Human Potential, Inc., a Massachusetts corporation ("AHP"), which is assisting in the management of the Bond BHCIP Funds and administering BHCIP in partnership with DHCS.

This Agreement between DHCS and the Sponsor provides additional obligations the Sponsor has to DHCS as a condition of receiving all funds under the Sponsor's contract with AHP and in order to comply with the requirements of the statutes governing BHCIP.

3. APPLICABILITY OF BHCIP STATUTES

It is the intent of the parties that the Sponsor, and any subsequent owners of the Property continue to be bound by the requirements of the BHCIP statutes (California Welfare and Institutions Code sections 5960-5960.4) and this Agreement for a minimum of thirty (30) years from the date of the Sponsor's contract with AHP, and shall continue in full force and effect for a period of at least thirty (30) years after the date of either of the following: (i) the date of issuance of a Certificate of Occupancy, if the Sponsor's Project is for construction of a new facility, or (ii) the date of recordation of a Notice of Completion in the official records of the county in the jurisdiction where the Property is located, if the Sponsor's Project is for the rehabilitation or expansion of an existing facility on the Property, notwithstanding the repeal of the BHCIP statutes. The BHCIP statutes, as written on the date of this Agreement, are hereby incorporated by reference into this Agreement.

4. SPONSOR OBLIGATIONS TO DHCS

For a minimum of thirty (30) years, the Sponsor shall:

- A. Ensure that the Facility operates in compliance with the requirements set forth in California Welfare and Institutions Code sections 5960-5960.4 and Section 8.A. of this Agreement;
- B. Comply with the change of Facility use requirements contained in Section 8.B. of this Agreement, if applicable;
- C. Maintain all books, accounting records, client records, and documents in accordance with the requirements set forth in Section 8.C. of this Agreement;
- D. Provide DHCS access to the Property, the Facility, books, accounting records, client records, and documents in accordance with the requirements set forth in Section 8.D. of this Agreement;
- E. Provide DHCS with reports in the manner and frequency set forth in California Welfare and Institutions Code sections 5960-5960.4 and Section 8.E. of this Agreement;
- F. Require, as a condition of sale, that any subsequent owners of the Property comply with the terms of this Agreement, if the Sponsor transfers ownership of Facility at any time during the thirty (30) years;
- G. Obtain DHCS's written consent prior to incurring any debt secured by the Property, as applicable;
- H. Provide written notice to DHCS within thirty (30) days of payment in full of any debt secured by the Property, as applicable; and
- I. Provide written notice to DHCS of any litigation or governmental proceeding pending against the Sponsor, or any other event, that may materially adversely

affect the Sponsor's Property, business, operations, assets, condition (financial or otherwise), or prospects, in accordance with the requirements set forth in Section 8.H. of this Agreement.

5. SERVICE LOCATION

The services shall be performed at the Property.

6. SERVICE HOURS

The services shall be provided during normal Sponsor working hours and days.

7. PROJECT REPRESENTATIVES

A. The project representatives during the term of this Agreement will be:

| Department of Health Care Services | San Bernardino County |
|---|---|
| Contract/Grant Manager: Laurice Artap, Section Chief Community Services Division / Behavioral Health Continuum Infrastructure Program Section Telephone: +1 (916) 345-8512 Email: laurice.artap@dhcs.ca.gov | Contract/Grant Manager: Dawn Rowe, Chair, Board of Supervisors Telephone: (909) 388-0808 Email: jennifer.alsina@dbh.sbccounty.gov |

B. Direct all inquiries to:

| Department of Health Care Services | San Bernardino County |
|---|---|
| State of California Department of Health Care Services Attention: Behavioral Health Expansion Branch, Community Services Division 1501 Capitol Avenue, MS 2633 Sacramento, CA 95814 Telephone: +1 (916) 345-8512 Email: laurice.artap@dhcs.ca.gov | Attention: Dawn Rowe, Chair, Board of Supervisors 303 East Vanderbilt Way San Bernardino, CA 92415 Telephone: (909) 388-0808 Email: jennifer.alsina@dbh.sbccounty.gov |

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

8. SERVICES TO BE PERFORMED

A. Operation of the Facility:

For a minimum of thirty (30) years, the Sponsor shall comply with the following requirements:

1. Operate the Facility in accordance with all applicable requirements in California Welfare and Institutions Code sections 5960-5960.4;
2. Operate the Facility as the type of behavioral health services facility identified in the Sponsor's DHCS-approved BHCIP grant application for Bond BHCIP Funds, and serve the populations identified in the Sponsor's DHCS-approved BHCIP grant application for Bond BHCIP Funds, unless otherwise approved by DHCS in the manner described in Section 8.B. below; and
3. Accept Medi-Cal beneficiaries and serve at least the same percentage, or more, of Medi-Cal beneficiaries, as identified in the Sponsor's DHCS-approved BHCIP grant application for Bond BHCIP Funds.

Any change to the Sponsor's Project, including the Sponsor's Project expansion scope requirements, as set forth in Table 1 below, shall require the Sponsor to submit a written request to DHCS in accordance with the requirements of Section 8B. No changes may be made without prior written approval from DHCS.

TABLE 1

A. SPONSOR'S PROJECT AND SPONSOR INFORMATION

Sponsor Name: San Bernardino County, a political subdivision of the State of California, acting through its Department of Behavioral Health

Entity Type: County

Project UUID: BOND_1066_PacificVillageP

Project Name: Pacific Village Platinum Campus

Project Address: vacant lot located on Assessor Parcel Numbers 1191-141-38-0000 and 1191-141-40-0000, San Bernardino, CA 92346

B. SPONSOR'S PROJECT NARRATIVE

San Bernardino County's Department of Behavioral Health (DBH) is requesting funding to expand its Pacific Village Platinum Campus, a transformative project aimed at addressing homelessness and improving behavioral health outcomes in the County. The first phase, completed in March 2021, established a 28-unit interim housing project on a 6.82-acre property in San Bernardino County. Building on this foundation, the County is advancing Phase 2, expanding the site into a full-service continuum-of-care campus to provide integrated housing and behavioral health solutions for vulnerable populations, including individuals experiencing homelessness, older adults, and adults with disabilities.

Bond BHCIP Round 1: Launch Ready funds will support ground-up construction of two adult residential substance use disorder treatment facilities, offering 32 new beds for ASAM Level 3.1, 3.3, and 3.5 residential services. Additional funding from County resources and state allocations will enhance project completion, ensuring a high-quality outcome.

The Pacific Village Platinum Campus represents a pioneering collective-impact collaboration among three County departments: the Department of Aging and Adult Services, the

Department of Behavioral Health, and the Community Development and Housing Department. These departments will jointly oversee operations to eliminate service gaps and create a seamless continuum of care.

Currently in the Design Development phase, the project is slated for completion by March 2027. By addressing critical priorities identified in state and local needs assessments, this initiative ensures a comprehensive response to unmet needs in housing and behavioral health services for San Bernardino County residents.

% of Medi-Cal Beneficiaries Served: 50%

C. SPONSOR'S PROJECT EXPANSION SCOPE REQUIREMENTS

| | | |
|--|-----------------------------|-----------------------------|
| Facility Type 1: Adult Residential SUD Treatment Facility | # New Beds: 32 | # New Slots: |
| Facility Type 2: | # New Beds: | # New Slots: |
| Facility Type 3: | # New Beds: | # New Slots: |
| Facility Type 4: | # New Beds: | # New Slots: |
| Facility Type 5: | # New Beds: | # New Slots: |
| Facility Type 6: | # New Beds: | # New Slots: |
| Facility Type 7: | # New Beds: | # New Slots: |
| Facility Type 8: | # New Beds: | # New Slots: |
| Facility Type 9: | # New Beds: | # New Slots: |
| Facility Type 10: | # New Beds: | # New Slots: |
| | Total # New Beds: 32 | Total # New Slots: 0 |

B. Change in Facility Use

For a minimum of thirty (30) years, if the Sponsor wants to change the type of behavioral health facility that it operates on the Property to something other than what was approved in the Sponsor's BHCIP grant application for Bond BHCIP Funds, or to change or expand populations to be served by the facility, the Sponsor shall submit a written request to DHCS prior to making such a change.

The Sponsor's written request shall:

1. Identify the desired type of behavioral health facility;
2. Identify the populations to be served by the facility;

3. Explain the need for the proposed change; and
4. Identify any licenses, certifications, building modifications, staff, or any other requirement that the Sponsor must obtain before being able to make the proposed change.

As a part of its review of the Sponsor's request, DHCS shall ensure that the change in use or population is tailored to provide behavioral health treatment that will meet community needs identified by local stakeholders, including the county board of supervisors, the county behavioral health director, providers of behavioral health services, and individuals who have or have had a mental health disorder or a substance use disorder. DHCS has absolute discretion to permit or deny the request and may require the Sponsor to provide additional information to evaluate the Sponsor's request.

C. Record Retention

1. The Sponsor shall maintain books, accounting records, client records, and other documents in a manner sufficient to properly reflect all direct and indirect costs of operating the Property during the term of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
2. The Sponsor's records and the Property's and Facility's records shall be subject at all reasonable times to inspection, audit, and reproduction by authorized representatives of the State, including DHCS or its authorized representatives.
3. The Sponsor agrees that departments authorized to represent the State (including DHCS, the Department of Finance or its authorized representatives, and the Bureau of State Audits or their designated representatives) and authorized representatives of the United States (including the Comptroller General and the Internal Revenue Service) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Sponsor agrees to allow these state and/or federal representatives access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Sponsor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Cal. Gov. Code § 8546.7, 2 CCR §1896.77.)
 - 3.1 The Sponsor shall maintain records in a data storage medium that is accessible to DHCS. DHCS, at its sole discretion, shall determine whether the Sponsor's type of data storage medium meets this accessibility requirement.
4. The Sponsor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Sponsor's Project and the Bond BHCIP Funds for a minimum of thirty-five (35) years from the date of final disbursement to the Sponsor of its award of Bond BHCIP Funds, in compliance with the July 2, 2008 General Obligation Bond Record Retention Memorandum from the California State Treasury Office,

26 C.F.R. §1.148-5(d)(6)(iii)(E), Section 7 of **Attachment A** of the Sponsor's contract with AHP, and all applicable Internal Revenue Service statutes, regulations, and guidance. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the thirty-five (35) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular thirty-five (35) year period, whichever is later.

5. The Sponsor may, at DHCS's discretion, following the expiration of this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by DHCS or an authorized DHCS representative to inspect, audit, or obtain copies of said records, the Sponsor shall supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

D. DHCS Monitoring

DHCS, or its authorized representatives, has, the right at all reasonable times to inspect the Property and the Facility. If DHCS exercises this right to inspect, the Sponsor shall provide access to the Property and the Facility and shall provide reasonable assistance for the safety and convenience of DHCS or its authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

E. Proof of Insurance

Beginning five (5) years after the Sponsor's contract with AHP, the Sponsor shall provide DHCS with proof of insurance for the Property annually or whenever there is a change in coverage. DHCS shall accept evidence of self-insurance, in the amounts and types sufficient to provide adequate coverage, subject to DHCS approval, in its sole discretion.

F. Assignment of this Agreement Following the Transfer of Ownership of the Facility

If at any time during the thirty (30) year period of this Agreement, the Sponsor sells, gifts, or otherwise transfers ownership of the Property, in whole or in part, the Sponsor shall ensure that, as a condition of the ownership transfer, the subsequent owner of the Property complies with the terms of this Agreement.

Prior to finalizing any transfer of ownership of the Property, the Sponsor shall request that DHCS formally amend this Agreement to assign the Sponsor's obligations under this Agreement to the subsequent owner of the Property.

This Agreement is not assignable by the Sponsor, either in whole or in part, without the prior written consent of DHCS.

G. Debt Secured by the Property

1. The Sponsor shall obtain DHCS's written consent prior to incurring any debt secured by the Property, as applicable.
2. The Sponsor shall notify DHCS in writing within thirty (30) days of payment in full of any debt secured by the Property, as applicable.

H. Notice of Litigation and Other Events

Within five (5) business days after an officer or other authorized representative of the Sponsor obtains knowledge thereof, the Sponsor shall provide written notice to DHCS of (i) any litigation or governmental proceeding pending against the Sponsor which could materially adversely affect the Sponsor's Property, business, operations, assets, condition (financial or otherwise), or prospects and (ii) any other event which is likely to materially adversely affect the Sponsor's Property, business, operations, assets, condition (financial or otherwise), or prospects.

I. Remedies

If the Sponsor violates the terms of this Agreement, DHCS or another department authorized to represent the State may impose a corrective action plan and/or take any of the following enforcement actions:

1. Direct AHP to temporarily withhold any grant payments of Bond BHCIP Funds pending correction of the deficiency;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Direct AHP to wholly or partly suspend or terminate the grant award of Bond BHCIP Funds;
4. Withhold or deny further award of Bond BHCIP Funds to the Sponsor;
5. Require the Sponsor to forfeit and return all or part of the grant award of Bond BHCIP Funds, including any interest; and/or
6. Require the Sponsor to forfeit and return all unused grant Bond BHCIP Funds, including any interest.
7. Specific Performance

DHCS (or another department authorized to represent the State) may specify the timeframes and deadlines for the Sponsor's compliance with the above remedies. All remedies required by DHCS shall be final and are not subject to administrative review.

DHCS (or another department authorized to represent the State) may take any other permissible remedies available in law or equity to enforce the terms of this Agreement.

9. AMERICANS WITH DISABILITIES ACT

Sponsor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of

the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codifies section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

10. AGREEMENT EXECUTION

This Agreement shall be signed by DHCS and by a representative of the Sponsor, who by signing warrants that they have the requisite authority to enter into this Agreement on behalf of the Sponsor. This Agreement shall be effective as of the date that the complete document is signed or the date that the contract between the Sponsor and AHP goes into effect, whichever date is later.

Sponsor's Authorized Representative's Signature

Dawn Rowe, Chair, Board of Supervisors

Sponsor Representative's Name in Print and Title

Date

DHCS Representative Signature

Laurice Artap, Section Chief
Community Services Division / Behavioral Health
Continuum Infrastructure Program Section

DHCS Representative Name in Print and Title

Date