

Attachment L
Facility Access Agreement
Behavioral Health Continuum Infrastructure Program (BHCIP)
Round 5: Crisis and Behavioral Health Continuum

1. STATEMENT OF INTENT

The purpose of this Facility Access Agreement (this “**Agreement**”) is to provide the **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 (“**Sponsor**”), which received an award of 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 to enable DHCS to confirm the Sponsor’s compliance with BHCIP grant requirements and restrictions and applicable federal regulations. The Sponsor enters into this Agreement as a condition of receipt of BHCIP grant funds and will comply with this Agreement for the term specified herein below.

2. BACKGROUND

DHCS oversees the BHCIP pursuant to Welfare and Institutions Code sections 5960-5960.45. DHCS established the BHCIP Round 5 Crisis and Behavioral Health Continuum grants to award competitive grants to qualified entities 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 a BHCIP Round 5 Crisis and Behavioral Health Continuum grant to acquire, expand, or construct certain improvements (the “**Sponsor’s Project**”) on that certain real property commonly known as 13333 Palmdale Road, located in the City of Victorville, County of San Bernardino, State of California, and the improvements thereon (the “**Property**”); and, to operate the specific type of behavioral health facility (the “**Facility**”) identified in Sponsor’s grant application on the Property following the completion of the Sponsor’s Project.

As part of DHCS’s grant award to Sponsor, Sponsor entered into a contract with Advocates for Human Potential, Inc., a Massachusetts corporation (“**AHP**”), which is acting as DHCS’s program administrator to administer Round 5 Crisis and Behavioral Health Continuum grants, to undertake Sponsor’s Project.

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

3. APPLICABILITY OF BHCIP STATUTES

The statutes governing BHCIP are to be repealed by their own terms on January 1, 2027 (see Welfare and Institutions Code §5960.45.) It is the intent of the parties that Sponsor and any subsequent owners of the Property continue to be bound by the requirements of the BHCIP statutes and this Agreement for a minimum of thirty (30) years from the date the Sponsor contracts with AHP, 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 Welfare and Institutions Code sections 5960-5960.45 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 Cal. Welfare and Institutions Code sections 5960-5960.45 and Section 8.E. of this Agreement; and
- 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.

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 Contract/Grant Manager: Holly Clifton, Section Chief Community Services Division / Behavioral Health Continuum Infrastructure Program Section Telephone: +1 (916) 345-7468 Email: holly.clifton@dhcs.ca.gov	San Bernardino County Department of Behavioral Health Contract/Grant Manager: Dawn Rowe, Chair, Board of Supervisors Telephone: +1 (909) 388-0805 Email: jennifer.alsina@dbh.sbcounty.gov
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- B. Direct all inquiries to:

<p>Department of Health Care Services</p> <p>State of California Department of Health Care Services Attention: Behavioral Health Expansion Branch, Community Services Division 1501 Capitol Avenue, MS 2633 Sacramento, CA 95814</p> <p>Telephone: +1 (916) 345-7468 Email: holly.clifton@dhcs.ca.gov</p>	<p>San Bernardino County Department of Behavioral Health</p> <p>Attention: Dawn Rowe, Chair, Board of Supervisors 303 East Vanderbilt Way San Bernardino, CA 92415</p> <p>Telephone: +1 (909) 388-0805 Email: jennifer.alsina@dbh.sbcounty.gov</p>
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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 Cal. Welfare and Institutions Code sections 5960-5960.45;
2. Operate the Facility as the type of behavioral health services facility identified in the Sponsor’s DHCS-approved BHCIP grant application, and serve the populations identified in Sponsor’s DHCS-approved BHCIP grant application, unless otherwise approved by DHCS in the manner described in Section 8.B. below; and
3. Accept Medi-Cal beneficiaries.

B. Change in Facility Use

For a minimum of thirty (30) years, the Sponsor shall not take either of the following actions without DHCS approval: (1) 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; or (2) change or expand the populations to be served by the facility.

Prior to making such a change, the Sponsor shall submit a written request to DHCS.

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.

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 of California, including DHCS or its authorized representatives.
3. The Sponsor agrees that departments authorized to represent the State of California (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) 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 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.)
4. The Sponsor shall preserve and make available its records (1) for a period of three years from the expiration of this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-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 three-year period, whichever is later.
5. The Sponsor may, at its 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

1. 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 Sponsor enters into the 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 consent of DHCS.

G. Remedies

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

1. Direct AHP to temporarily withhold any grant payments 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;
4. Withhold or deny further BHCIP awards to the Sponsor;
5. Require the Sponsor to forfeit and return all or part of the grant funds, including any interest; and/or
6. Require the Sponsor to forfeit and return all unused grant funds, including any interest.

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

9. AMERICANS WITH DISABILITIES ACT

Contractor 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 Facility Access Agreement shall be signed by the California Department of Health Care Services and by a representative of Sponsor, who by signing warrants that they have the requisite authority to enter into this Agreement on behalf of Sponsor. This Agreement shall be effective as of the date that the complete document is signed or the date that the contract between 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

Kelly Cowger, Branch Chief
Community Services Division / Behavioral Health Expansion Branch
DHCS Representative Name in Print and Title

Date