

Krishna Valley Temple

New Construction

Location

Apple Valley, California

Size

10,000 S.F.

Construction Cost

\$ 3.5 M

Completed

November 2008

Key Personnel

The Team of Martinez +
Okamoto Architects, Inc.

Relevancy

+ Construction Cost

+ Space Planning



Project Description:

Krishna Valley Temple, 13356 Apple Valley, Ca. 92308

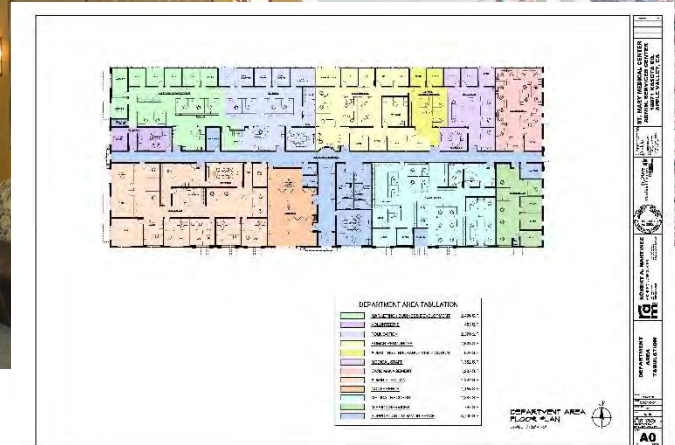
Engagement 1: In an effort to provide a place of worship to an underserved community, Dr. Raman Poola and Dr. Man Mohan Nayyar organized a group of fellow physicians and their families and commissioned MOA Architects as the entitlement architects.

Engagement 2: MOA Architects was engaged to complete the construction documents for the site and building. After 1 ½ years of planning, research and meetings with an internationally recognized Swami, MOA Architects with the community held a ground-breaking ceremony.

The project consists of over 10,000 sq. ft. of worship floor area. The development is heralded as a First-of-its-Kind Hindu Temple. The firm used unique architectural features imported from India. Because there are no temples located between Riverside and Las Vegas, the Krishna Valley Temple has become a beacon for a community of followers of approximately 2,000 families. The community uses the Temple for religious celebrations, and weddings throughout the year.

Dr. Raman Poola and Dr. Man Mohan Nayyar

Luis Lazak, Director of Construction at St Joseph's Health System. (714) 308-4098
Luis.Lazak@petra.pro



Choice Medical Group

New Construction

Location

Apple Valley, California

Size

22,000 S.F.

Construction Cost

\$ 4 M

Completed

January 2010

Key Personnel

The Team of Martinez +
Okamoto Architects, Inc.

Relevancy

- + Construction Cost
- + Space Planning
- + Completed within the
10 years
- + Professional Office



Project Description:

Choice Medical Group Offices. 18522 Hwy 18, Apple Valley, Ca. 92307

Engagement 1: MOA Architects was commissioned as the entitlements architect for the new two story, 22,000 s.f. medical office building for Choice Medical Group.

Engagement 2: This project was designed to provide an all-inclusive medical facility with a variety of medical specialists. Medical users include suites for Infectious Disease, Internal Medicine, Medical Laboratory, Pharmacy, Urgent Care, and General Practitioners

Engagement 3: With Bi-weekly meetings in the construction administration phase it retained this unique building on schedule. Further our review of pay requests and EWO charges (during construction administration) allowed the owner to complete the development within budget.

Man Mohan Nayyar, M.D.

Project Responsiveness

Martinez + Okamoto Architects Inc.

04



Spirit River Center _ New Construction _ Apple Valley, Ca.

Schedule and Cost Control

When it comes to keeping projects on budget and minimizing change orders, Martinez + Okamoto Architects, Inc. has a proven record on past projects. We have been very successful in providing well-coordinated projects that assist the owner in keeping projects on track and running smoothly to minimize change orders.

Our goal is to minimize risk for the project team and maximize the value of your project. Today, more than ever, our clients are concerned about receiving value for the money invested in a project. Resources are limited and the project team has a responsibility to create cost effective solutions. Project costs are evaluated periodically, at predetermined points in the process. If the project is determined to be over budget, cost reduction strategies are reviewed and implemented.

We have the philosophy of reviewing and considering value rather than value engineering. It is vitally important to a project success to recognize the budget as one of the primary drivers of the design and we understand that the client needs to constantly assess the project scope, constraints, and requirements against it.

Minimize Disruption

The MOA project team has specific experience in phasing projects. We understand the complexities of coordinated efforts and the importance of developing a plan that can be constructed with the least amount of disruption to ongoing operations. The key to phasing on any project is constant communication with the client and users. We must keep the users informed. It is our goal to exercise due diligence of understanding the spaces to

provide our client with the best solution. Since some of our approach may be performed within functioning parking and pedestrian areas, it has become our practice to work with clients for necessary relocations and make sure that all factors are considered and accommodated. We will work with you to provide relocated parking areas and pedestrian paths. We are conscious of the importance to identify each user's needs and how to best minimize the disruption for the users.

Schedule Management

An important factor for a successful project is the early establishment of a well-organized and detailed work plan and schedule. Working closely with your staff, our team will finalize a plan for project completion, including establishing milestones for the project. To be effective, the schedule should be developed in conjunction with all members of the project team. Maintaining the schedule will be a team effort and updating the schedule will be the responsibility of MOA Project Manager Ricardo Cazares and goes hand in hand with cost management.

Schedule

To manage a complex and ever-changing schedule, we utilize a number of different tools, depending on the particular project and team we need to communicate with. We have found that the most effective schedule tool (besides frequent verbal communication) is a simple Bar Graph.

Design Ability and Approach

Martinez + Okamoto Architects Inc.

05



Gregory Herd DDS_ Tenant Improvement_ Rancho Santa Margarita, Ca.

Project Approach

Martinez + Okamoto Architects, Inc. is a highly recognized design firm and our commitment to design and project management is the impetus that drives us forward. Our depth of experience ranges from small remodels, professional, administrative and medical office tenant-improvement and new construction, infrastructure, seismic retrofits, and master planning. All of which entail the services required for compliance with the Americans with Disabilities Act. Robert Martinez Principal and Executive Architect is CASp. At this capacity, Robert provides ADA solutions for property stakeholders, building owners and also is a consultant and seminar leader.

Our Strategy-Based Design approach is a method for developing solutions and driving value for our clients. We partner with our clients to determine if core assumptions are being questioned so that action plans are targeted, and that organizational initiatives are meaningful, effective, and valid. A strategy-based approach can open new paths and unleash ideas that can lead to innovative design solutions.

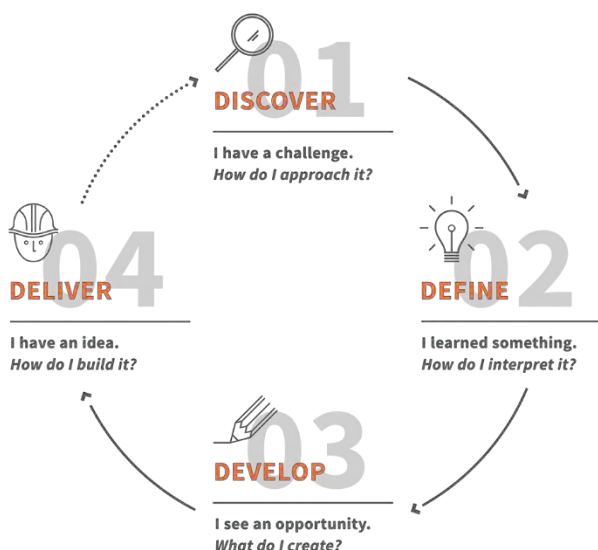
With this engaging process, stakeholders will feel inclusive and inspired to participate in the creative

discovery process that challenges one to complete projects that will be functional for years to come.

During our history and as evidenced by our letters of recommendation, over 90% of our business has been from repeat clientele. Our “relationship building” approach focuses on being an advisor, collaborator, and partner – ultimately providing greater value to our clients. We know a successful project results from a clear understanding of the project goals and effective communication with the client and/or end-users. We encourage consistent communication with all members involved on the project, from staff to end-users.

Key methods we have successfully employed to promote collaborative interactions among our partners and also managing multiple projects include:

- + **Communication:** When establishing a project schedule, MOA finds it best to include all team members, including the client and consultants, in the process rather than simply dictating a schedule. We achieve excellent results when all team members are active in the process.
- + **Coordination:** During coordination of this project, MOA will conduct all-hands coordination meetings with our consultants. From our experience, these types of meetings achieve greater results in cross discipline understanding of the effects of changes or modifications if everyone is involved. This method promotes efficiency.
- + **Conflict Resolution:** MOA finds the key to conflict resolution is not allowing it to reach that level. Building trust and then holding each other accountable for good decision making is critical for the success of any project. Relationship building and instilling trust requires strong communication and strong coordination that includes all stakeholders on the project team.





High Desert Underground Inc. _ New Construction_ Apple Valley, Ca.

Lean Process

Our Lean approach is more than just simply looking to reduce waste during the construction process, it is also about continuous improvement and striving for the best in client value in the most efficient and cost-effective manner. This philosophy and Lean approach completely overlap with our strategy-based design approach and Lean culture we as a team embrace every day. It is a very seamless integration because it aligns with our culture of being collaborative, multi-disciplinary, and the research tools that we use regularly as part of our projects.

We first like to establish what the top priorities are as a team. From there, you will have a road map for success. We will discuss our own internal construction management process to see where we can improve.

We embrace the philosophy and see it as a game changer.



LEAN METHODOLOGY

Traditional Lean tools and techniques offer a great way of collecting explicit and quantitative customer values, however, it's often the implicit experiential customer values that truly drive decision making. Take coffee selection: despite customers valuing taste and price, they consistently choose Starbucks over McDonald's. They choose experience over taste and use techniques from the social sciences to uncover implicit yet powerful customer values. Leveraging Lean in Planning and Design: Lean is about being effective first, then efficient. If the true customer values are not discovered in the design process upfront, the project runs the risk of solving the wrong problem, which ends up wasting time and money. Using social science methods, Lean practitioners can identify the root cause of the design challenge, ensuring they are solving the right problem.

Principal Resumes

Martinez + Okamoto Architects Inc.

07



City of Hesperia Public Works _ New Construction_ Hesperia, Ca.



Robert A. Martinez AIA, CASp, CASI

Principal Architect, Partner



Robert A. Martinez has provided architectural services for his clients since 1984. He has developed the expertise required to successfully administrate projects of varying size and complexity. His professionalism has proven to be a valuable asset to both his clients and the construction team awarded the contracts. His attention to design and construction administration have been commendably recognized by major development, retail, and restaurant corporations.

Martinez's responsibilities will be to oversee the scope of the contract as well as being the point of contact between the client and design team. Coordination of all design consultants will also be handled by him. His dynamic level of leadership has awarded Martinez the opportunity to rise in the competitive architectural industry at a rapid pace. Robert and his wife Veronica reside in the Town of Apple Valley, where he has been actively involved with the community. He has been the past president of the Rotary Club of Apple Valley and has coached over 88 combined seasons of basketball, soccer, and baseball.

State License:

- California Licensed Architect
Registration Number 25113
- Certified Access Specialist #434

Education:

- San Bernardino Valley College
- Phoenix Institute of Technology
- Arizona State University

Organizations:

- American Institute of Architects
- Certified Access Specialist Institute
- Rotary Club of Apple Valley
(1995-1999 Board Member)
- Rotary Club of Apple Valley President 1998-1999
- Apple Valley Chamber of Commerce
- Victorville Chamber of Commerce
- High Desert Hispanic Chamber of Commerce

Volunteer Positions:

- Board of Trustees' St. Mary Regional Medical Center
- Board of Directors Victor Valley Community Hospital
- Board Member High Desert Chapter of the American Red Cross (Past Member)
- Board Member of the High Desert Communities United Way (Past Member)
- Apple Valley Little League Manager
- Apple Valley Youth Basketball Manager
- Youth Valley Team Federation Manager
- High Desert Youth Soccer League Coach



Wesley Okamoto is licensed to practice architecture in California and is a member of the American Institute of Architects. Being a design professional for over 32 years, Wesley's unique career history makes him a valuable asset on any project team. His project experience spans from major healthcare master planning and complex hospital designs to local tenant improvements and office remodels. Perhaps his most valuable assets developed while he served as the founding Executive Architect for St. Joseph Health System.

For over 13 years, he served as a corporate executive for a major health system managing well over 5 billion dollars in healthcare master planning and design management portfolios. These responsibilities continued to the implementation of 60 new healthcare buildings and hundreds of hospital renovation projects. Wesley engaged with hospital executives, Board of Trustees, community leaders and politicians, OSHPD at every level (from the deputy directors to the field inspectors), designers, and contractors on a regular basis. The following are a sample of projects completed under Wesley's leadership:

St. Jude Medical Center, Fullerton, CA

Master Plan, Entitlements, SB-1953 evaluation, Southwest Hospital Addition (98,000 SF), Northwest Hospital Addition (200,000 SF), Medical Plaza 1 and 2 (total 135,000 SF), Parking Garages (4 total), Change of Use from Acute Care to "B" Occupancy, Urgent Care renovation.

St. Joseph Hospital, Orange, CA

Master Plan, Entitlements, SB-1953 evaluation and SPC-2 Retrofit, Patient Care Center Hospital Addition (200,000 SF), Facilities Services Building (8,000 SF), Cancer Center and Medical Office Building.

Mission Hospital, Mission Viejo, CA

Master Plan, Entitlements (including an EIR), SB-1953 evaluation and SPC-2 Retrofit, Southeast Hospital Addition (92,000 SF), Pediatric Pavilion Addition, Education & Conference Center (31,000 SF), Master Utility Plan.

St. Mary Medical Center, Apple Valley and Victorville, CA

SB-1953 evaluation and SPC-2 Retrofit, Conversion of hospital support space to acute care patient beds, Observation Unit and connecting tunnel, Administrative Services Building (25,000 SF), Victorville Campus Master Plan and Entitlements.

Santa Rosa Memorial Hospital, Santa Rosa, CA

Master Plan, Multiple Entitlements, Three separate hospital additions, Major Ambulatory Master Planning

St. Joseph Hospital, Eureka, CA

Master Plan, SB-1953 evaluation and SPC-2 Retrofit, Change of Use from Acute Care to "B" Occupancy, Northeast Hospital Addition (104,000 SF)

Queen of the Valley Hospital, Napa, CA

Master Plan, Entitlements, SB-1953 evaluation, North Hospital Addition (75,000 SF), Ambulatory Imaging Building (7,500), Women's Center Hospital Addition (9,000 SF), Outpatient Surgery Building (4,700 SF), Wellness Center (45,000 SF), Master Utility Plan.

Wesley's responsibilities at MOA include acquisition assessments, contract administration, master planning, entitlements processing, project leadership, and design. Wesley has utilized his experience and knowledge of the owner's perspective to offer his services as an advisor and consultant regarding major healthcare assignments. Wesley understands the value of having a trusted advisor, as well as being one. He initiates each assignment with developing a process to understand the goals and expectations of the Client.

Wes is married and has two children. They have lived in Arcadia since 2001. He has coach youth baseball and basketball in the community and has been his kids' biggest fan. Wes attends church in Montebello and is active on their Capital Building Committee. Wes started playing golf in 1979 and is still learning the game.

State License: California Licensed Architect
Registration Number C-21407

Education: California State Polytechnic University, Pomona
Bachelors of Architecture, 1984

Nick Ikker, CPE, LEED GA

Senior Cost Estimator



Nick Ikker is a resourceful pre-construction, structural, and senior estimator with expertise in all aspects of pre-construction activities on a wide variety of projects involving all types of contemporary contract deliveries. He is results-driven and client-oriented, bringing effective people and technological skills. Nick is analytical and detail oriented, with the ability to see the big picture. He brings over 20 years of broad knowledge and experience of the construction industry through his experience on the contractor, design, and construction management sides of the industry.

EDUCATION

B.S. Construction Technology
University of Akron

Degree in Architecture and Engineering
PMMF Pecs, Hungary

CERTIFICATIONS

Certified Professional Estimator
ASPE

LEED Green Associate
USGBC

His project portfolio involves diverse type of projects, of which a large portion is renovation and retrofit requiring seismic upgrades. Many of these seismic upgrades involved the application of fiber reinforced polymer (FRP) for strengthening existing structures. In addition, Nick has been involved with estimating government projects requiring Anti-Terrorism Force Protection (ATFP). These projects often involved the application of fiber reinforced polymer as well.

Project Experience

- **County of San Bernardino: Courthouse, 2nd and 3rd Floor Renovations**
- Clark County Library District: Eastside Library
- County of LA DPW: 3965 South Vermont Ave. LA County Probation Dept.
- County of LA DPW: East County Fire Department Headquarters
- County of Los Angeles: Hall of Justice Kitchen/Dining Project
- County of Los Angeles: LAC + USC Medical Center Outpatient 4th & 5th Floor
- County of LA, DPW: Puente Hills Landfill Park Master Plan
- County of Los Angeles DPW: Stoneview Nature Center
- County of Monterey - Seismic Evaluation of Courthouse, Annex and Parking Structure
- County of Orange: Los Alamitos Library
- CSU San Bernardino: Center for Extended Learning
- Judicial Council of California: Victorville Courthouse
- LA Metro: Feasibility Studies for Development
- Metropolitan Water District: Headquarters Seismic Renovation



TOM BUNTON
County Counsel



DAWN M. MARTIN
Deputy County Counsel

COUNTY COUNSEL
385 NORTH ARROWHEAD AVENUE, 4th FLOOR
SAN BERNARDINO, CA 92415-0140

(909) 387-5455 Fax (909) 387-5462

March 24, 2022

Improving California's Infrastructure
Application Process
Behavioral Health Continuum Infrastructure Program/Community Care Expansion Program

RE: San Bernardino County-Department of Behavioral Health

To Whom It May Concern:

We understand that San Bernardino County Department of Behavioral Health (DBH) is submitting an application for funding under the above-referenced Improving California's Infrastructure Programs. As part of the application process, one of the prerequisites is a letter or contract with the applicant from its legal counsel. Please be advised that this office, County Counsel, is general legal counsel for San Bernardino County, which includes DBH.

If you have any further questions or comments, please feel free to contact me.

Very Truly Yours,

TOM BUNTON
County Counsel

A handwritten signature in blue ink, appearing to read "Dawn M. Martin".

DAWN M. MARTIN
Deputy County Counsel

DMM
#2NO8593

cc: Georgina Yoshioka, Interim Director, DBH



Contract Number
N/A

SAP Number

Department of Behavioral Health

Department Contract Representative	Ruben Gasco
Telephone Number	909-388-0824
Consultant	Martinez + Okamoto Architects, Inc.
Consultant Representative	Robert A. Martinez
Telephone Number	760-954-9758
Contract Term	30 days
Original Contract Amount	\$77,800
Amendment Amount	\$0.00
Total Contract Amount	\$77,800
Cost Center	1018951000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a design consultant to provide preliminary design services for its Behavioral Health Continuum Infrastructure Program site located at 13333 Palmdale Road, which is south of Palmdale Road and east of Cobalt Street located in the City of Victorville; and

WHEREAS, the County intends to recommend award to Martinez + Okamoto Architects, Inc. (Consultant) to provide these services; and

WHEREAS, the County finds Consultant qualified to provide design services; and

WHEREAS, the County desires that such services be provided by Consultant and Consultant agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Consultant mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 County – San Bernardino County and its authorized representatives.

A.2 Department – San Bernardino County Department of Behavioral Health.

A.3 Director – Director of Department of Behavioral Health.

B. CONSULTANT RESPONSIBILITIES

B.1 Scope of Work

The Consultant will provide services, as more fully defined and itemized in the Proposal for Consulting Services, which includes the Scope of Services, in Attachment B and according to those fees set forth in Attachment B, which is attached hereto and incorporated by reference.

B.2 Coordination with Subconsultants

The Consultant will coordinate with any Subconsultants it engages to assist in the delivery of services.

B.3 Coordination with County Consultant

The Consultant will coordinate with the Deputy Director of Substance Use Disorder & Recovery Services.

B.4 Deliverables

Deliverables are to be completed within schedule outlined in the scope of work in Attachment B.

B.5 Attendance at any mandatory meetings.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and County.

C.3 Contract Exclusivity

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 a minimum amount of compensation, under the terms of this Contract.

C.4 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 attorney 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 Indemnification and Insurance Requirements.

C.5 Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County

property or services, and County shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any County facility.

C.6 Change of Address

Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.8 Compliance with County Policy

In performing the services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.9 Confidentiality

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.10 Primary Point of Contact

Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to County inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

C.11 County Representative

The Department of Behavioral Health and/or PFMD, or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Consultant. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.12 Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused 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, as determined at the County's sole discretion.

C. 13 Debarment and Suspension

Consultant certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.14 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, 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:

- C.14.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.14.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.14.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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 Contract and any other Contract 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.

C.15 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.16 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 Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing 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.

C.17 Environmental Requirements

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. Consultant must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.18 Improper Influence

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in 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.

C.19 Improper Consideration

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 with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or 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 the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.20 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other 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.

C.21 Legality and Severability

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.

C.22 Licenses, Permits and/or Certifications

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 a required license, permit and/or certification may result in immediate termination of this Contract.

Consultant to submit proof that the assigned Project Manager holds a current State of California Professional Engineers license.

C.23 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that 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.

C.24 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.25 Nondisclosure

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.26 Notice of Delays

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 contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.27 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Article D–Term of the Contract. Unless otherwise directed by County, Consultant may retain copies of such items.

C.28 Participation Clause – Reserved**C.29 Air, Water Pollution Control, Safety and Health - Reserved****C.30 Records**

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

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

C.31 Relationship of the Parties

Nothing contained in this Contract 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. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Any provision of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

C.32 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

C.33 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.34 Subcontracting

Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

- 34.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 34.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Consultant agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

C. 35 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for County.

C.36 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall

promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.37 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.38 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 of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.39 Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, 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.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project or any future phases of a Project on which it has previously performed work that was assigned to it under this Contract. 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.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment A) that the Department Director has determined Consultant meets Disclosure Determination number 1 and that no disclosure is required.

C.40 Former County Administrative 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, County 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.

C.41 Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The

Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.42 Copyright

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, 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 publication. 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 States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.43 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the 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, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

C.44 Iran Contracting Act – Reserved

C.45 Prevailing Wage Laws – Reserved

C. 46 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 such documents, the Consultant shall be responsible to County for costs of all such damages.

C. 47 Additional Requirements of the San Bernardino County Flood Control District – Reserved

C. 48 Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be time for such in an emergency), Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without Department's prior approval.

C. 49 California Consumer Privacy Act

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).

D. TERM OF CONTRACT

This Contract is effective upon execution of this agreement through January 10, 2023 but may be terminated earlier in accordance with provisions of this Contract. .

E. COUNTY RESPONSIBILITIES

E.1 County will provide access to sites for the purpose of gathering or collecting data, performing tests, or inspections.

E.2 The County will provide timely responses to questions from the Consultant.

E.3 The County will review and process documents as provided and requested by the Consultant.

F. FISCAL PROVISIONS

F.1 The maximum amount of *payment* under this Contract shall not exceed \$77,800. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Subject to the maximum amount previously stated, compensation shall be a negotiated fee per the Consultant's Proposal for Consulting Services (see Attachment B). Each invoice shall be in writing, identify specific work required, designate the method of compensation and shall be approved by the County in writing.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

F.2 Consultant's "Proposal for Consulting Services" ("Proposal"), attached as Attachment B, hereto, sets out the Consultant's estimate of the cost (including wages) of completing the Scope of

Services. The Proposal was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Proposal, including excess costs related to delays in completion of the Scope of Services. Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Attachment B.

- F.3 Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- F.4 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.
- F.5 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 Contract.
- F.6 **Reserved**
- F.7 **Reserved**
- F.8 Consultant shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 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 Consultant. This Agreement incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the County."

For all other services, besides design professional 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 indemnities. The Consultant 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.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured 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.

G.3 Waiver of Subrogation Rights

Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

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 Consultant and County or between County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

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, 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.

G.7 Acceptability of Insurance Carrier

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".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

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, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by 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 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 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 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 County.

- G.11** Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, 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, Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's 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 it 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.

- G.11.2** Commercial/General Liability Insurance – Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of 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.

- G.11.3** 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 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 Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** 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.

- G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – 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

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 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 state 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.

H. SUCCESSORS AND ASSIGNS

H.1 This Contract shall be binding upon County and Consultant and their respective successors and assigns.

H.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.

H.3 Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, 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, County will make payment to those continuing as though there had been no such death or incapacity and 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 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.

I. RIGHT TO MONITOR AND AUDIT

- I.1** The County, State and Federal government 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 Contract. 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 Contract and comply with any and all reporting requirements established by the County.
- I.2** 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 Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

- J.1** Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- J.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Consultant but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due to Consultant under this Contract and the balance, if any, shall be paid by Consultant upon demand.
- J.3** Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Department of Behavioral Health
Facility and Project Management
303 E. Vanderbilt Way
San Bernardino, CA 92415-0026

Martinez + Okamoto Architects, Inc.
14467 Park Avenue
Victorville, CA 92392

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

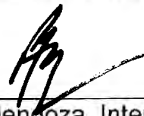
This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will. To the extent that there are any conflicts between this Contract and Attachment B, the terms of this Contract prevail.

M. ELECTRONIC SIGNATURES

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 San Bernardino County and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► 

Pete Mendoza, Interim Director of Purchasing

Dated: 12/6/22

Martinez + Okamoto Architects, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ►


(Authorized signature -- sign in blue ink)

Name ROBERT MARTINEZ
(Print or type name of person signing contract)

Title Principal - President
(Print or Type)

Dated: DECEMBER 05, 2022

Address 14967 PARK AVE
VICTORVILLE, CA 92392

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Dawn Martin, Deputy County Counsel

Date

Revised 7/06/2022

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

ATTACHMENT A

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in 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.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

"Consultant" means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be "making a government decision" or "serving in a staff capacity" as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

PROPOSAL FOR CONSULTING SERVICES

PROJECT NAME: Behavioral Health Continuum Infrastructure Program (BHCIP)
Land Plan - Architects Fee Proposal
13333 Palmdale Rd.
Victorville, CA 92392

CLIENT: County of San Bernardino
c/o Ms. Emily Petrus Admin Supervisor I
303 E. Vanderbilt Way
San Bernardino, CA 2415

CLIENT Project #: TBD

MOA Project # 22-TBD

DATE: November 29, 2022 **Revised**

AGREEMENT is hereby made between Martinez + Okamoto Architects, Inc. (MOA), 14467 Park Ave., Victorville, CA 92392, Ph. 760-241-7858 hereinafter referred to as ARCHITECT and the above noted CLIENT. This Proposal is subject to the provisions listed on the following pages and attachments:

SCOPE OF SERVICES: As requested, M:O:A proposes to provide Preliminary Design Services for the above-mentioned property.

- **Project Overview:** The Site is currently and partially developed and is located South of Palmdale Rd. and East of Cobalt Street in the City of Victorville. There are no plans to modify the existing building(s). MOA proposes to complete the requested efforts noted in Task I and described below and includes Exhibits required for Grant Funding,.

Based on further Project clarifications from 11/22/22, the scope is generally described as:

- Add (2) Buildings "F" on Site Plan. Plan should Resemble Casa Paseo Way Layout.
- Provide Floor Plan and Colored Exhibits for Buildings "F".
- Modify Existing Building on Sheet A1A to eliminate Kitchen and Courtyard.
- Add Additional Single Occupancy Rooms (to Building on Sheet A1A) to equal 24 Units (Add Additional Buildings if Needed). Clients need to be advised if Additional Building will be need to meet goal of 24 Units.
- Add Recreation/Activity Building to Site Plan.
- Prepare Floor Plan and Colored Exhibits for Recreation/Activity Building
- Recreation/Activity Building to accommodate:
 - a. (1) Indoor multi-purpose court (e.g. basketball, volleyball/tennis)
 - b. Multi-purpose lounge area for video gaming, seating, fitness classes.
 - c. Outdoor patio area.
 - d. Outdoor (small) community garden.

TASK I: Grant Funding Exhibits (by December 05, 2022):

1. Updated Site Plan to also include Security Fencing locations, Gated Entry Location..
2. Floor Plans for each Building (Buildings "F", "Recreation/Activity Building and Revised Building Sheet A1A).
3. Building Elevations for each of the buildings.
4. Colored Exhibits for each Building.

Budgetary Fees:

As requested, the following preliminary fees are associated with the Tasks described above. Please keep in mind that these fees are only budgetary and are rough order of magnitude (ROM).

1. Task I Grant Funding Exhibits:
\$ 77,800.00 M:QA Architectural

BASIC SERVICES PROVIDED: ARCHITECT will provide above noted Scope of Services/TASK I

SERVICES EXCLUDED: The following services are specifically excluded from the scope of services and are available for an additional fee, which shall be negotiated separately.

- Construction Estimating Services
- Any Architectural Services beyond the TASK I Services noted above.
- Fire suppression and alarm systems
- Additional Entitlements, e.g. variances, EIR, parking studies, etc.
- Any design modifications or material reselection will be billed on a time and materials basis.
- Local, State, and other jurisdictional fees and permits
- Movie files
- Building systems "commissioning"
- Those services not listed in Basic Services Provided above.
- Reimbursable expenses allowance: \$ 500.00 and include, mileage, copies/prints
- Retainer: \$5,000.00 due upon execution of contract to initiate design services
- Time and material charges per attached schedule

~~The CLIENT agrees to pay ARCHITECT within thirty days after the date of billing. Payments due the ARCHITECT and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. ARCHITECT may, at his discretion, stop work until payment is received.~~

Should this PROPOSAL be acceptable by the CLIENT, signature below authorizes Architect to proceed based on noted scope of services (this will be considered a contract for professional services).

Signed: _____

Robert A. Martinez
Principal, MOA Architecture

Dated: 11/29/2022

Accepted: _____

Client Pete Mendoza, Interim Director

Dated: 12/6/22

SERVICES DEFINED:

SCHEMATIC DESIGN: The ARCHITECT shall review with the CLIENT alternative approaches to design and construction of the Project. Based on the mutually accepted design program and project budget requirements, the ARCHITECT shall prepare, for approval by the CLIENT, Design Documents consisting of drawings and other documents appropriate for the Project.

ADDITIONAL | SUPPLEMENTAL SERVICES: Client requested and authorized design changes and changes to the scope of work beyond the control of the architect will be assessed Additional Service Fees as follows:

Partner/Principal Architect:	\$240.00/hour
Project Architects:	\$190.00/hour
Project Managers:	\$140.00/hour
CAD Technicians:	\$ 90.00/hour
Clerical Staff:	\$ 65.00/hour
Consulting Engineering:	At Engineer's hourly rate plus 15%
Reimbursable Expense:	Cost plus 15%
B&W In-House Plotting:	\$15 per sheet (24" x 36")
Mileage:	\$0.57/mile

MISCELLANEOUS PROVISIONS: Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project; or
2. Obliging the Consulting Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architect under like circumstances; or
3. An assumption by the Consulting Architect of the liability of any other party.
4. Facility Licensing: The facility has the sole responsibility of obtaining and maintaining the licensing and certification for the facility and any remodeling in the facility.
5. It is understood that all working drawings are the property of the architect and they shall not be disclosed to others, reused in whole or in part, for any purpose without prior written consent of the architect.
6. The architect shall not be responsible for the acts or omissions of the owner, the owner's other consultants, agents or employees, or any other persons performing any of the work. Architect shall not assume the liability of any other party.
7. Either party may terminate this agreement upon giving seven days notice in writing to the other party. Cost to date will be computed at standard hourly rates.

End of Services Defined.



8851 Research Drive
Irvine, CA 92618
ocmi.com

949.476.2094 t

08 December 2022

Jennifer Alsina -DBH
Deputy Director
Substance Use Disorder & Recovery
San Bernardino County Behavioral Health
303 E. Vanderbilt Way
San Bernardino, CA 92415

Tan Suphavarodom – DBH
Deputy Director
Administrative Services
San Bernardino County Behavioral Health
303 E. Vanderbilt Way
San Bernardino, CA 92415

Regarding: County of San Bernardino
DBH Victorville BHCIP Round 5 Project
Cost Estimating Services
OCMI on-call contract #18-469

Dear Jennifer and Tan,

OCMI, Inc. is pleased to transmit this proposal to provide cost estimating services. Our fee proposal is based on your telephone conversation with Nick Ikker. We propose to meet with PFMD staff for one 1-hr introduction call and one 2-hour Project Review meeting.

Description	Hours	Rate	NTE
Meetings, Virtual	4	\$160.00	\$640
Cost Estimate, categorized by Building	150	\$160.00	\$24,000
Total Estimated Fee NTE			\$24,640

The scope of services includes one cost estimate at noted milestone. The estimate will be prepared in Systems format, categorized by building and submitted electronically in pdf.

The cost estimate will be as detailed as possible and will be based on any photographic documentation or reports, plans or other information to convey the scope of work. The estimate will be categorized by building and presented in a Systems based format.

Thanks again for contacting OCMI. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Mauk', is written over a light blue circular background.

John Mauk, CCP, CPE
Senior Vice President

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”), between St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation (“**SELLER**”), and San Bernardino County, a public body, corporate and politic (“**BUYER**”), each of them a “**Party**” and jointly the “**Parties**,” is entered into as of the date the last of the Parties executes this Agreement (“**Effective Date**”).

RECITALS

- A. SELLER is the owner of the fee simple interest in certain real property containing approximately 29.47 acres, improved with 9, single-story, concrete block buildings, totaling approximately 17,770 square feet of building area, located at 13333 Palmdale Road (APN 3105-191-11) in the City of Victorville, County of San Bernardino, and more particularly described in the legal description attached hereto as Exhibit “A” (“**Property**”).
- B. BUYER desires to acquire the Property.
- C. SELLER agrees to sell and BUYER agrees to purchase the Property in fee simple.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, SELLER agrees to sell to BUYER, and BUYER agrees to purchase from SELLER, the Property as described in Exhibit “A” attached hereto.

1.2 Amount of Purchase Price. The purchase price payable by BUYER to SELLER for the Property, including but not limited to all of SELLER’s right, title, and interest to the Property, is the total sum of TWO MILLION DOLLARS AND 00/100 (\$2,000,000.00), subject to such reductions in the Purchase Price, if any, as may be agreed upon between BUYER and SELLER (as reduced, if at all, the “**Purchase Price**”), which shall be deposited with Escrow Holder in accordance with this Agreement.

1.3 Consideration Payment. Within fifteen (15) business days of the opening of escrow, BUYER shall deliver to SELLER the sum of One Hundred and 00/100 Dollars (\$100.00) (the “**Consideration Payment**”), as consideration for BUYER’s right to purchase the Property and to terminate this Agreement on or prior to the expiration of the Due Diligence Period (defined below) and for SELLER’s execution, delivery and performance of this Agreement. The Consideration Payment is non-refundable and shall be retained by SELLER notwithstanding any other provision of this Agreement.

1.4 Within twenty-one (21) Business Days following the Effective Date of this Agreement, BUYER shall deliver to Escrow Officer, to be determined, ("**Escrow Holder**") an executed copy of this Agreement.

2. DUE DILIGENCE REVIEW.

2.1 Inspections. BUYER and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**BUYER's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests, and obtaining an estimate for costs to upgrade the electrical system or make any repairs subject to prevailing wage and Public Contract Code requirements as applicable. The "**Due Diligence Period**" shall mean the ninety (90) Business Day period following the Effective Date. A "**Business Day**" is any day on which the offices of the San Bernardino County, California Recorder are open to the public for business. All inspections shall be performed by BUYER at BUYER's sole cost and expense. Within five (5) Business Days after the Effective Date, SELLER shall deliver to BUYER copies of all plans, surveys, specifications, studies, reports, test results, and other documents pertaining to the physical, geological, or environmental condition of the Property that is in the possession of SELLER ("**Property Documents**").

2.2 Hazardous Materials. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AS OTHERWISE PROVIDED BY LAW, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "**AS IS WITH ALL FAULTS**" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS OR BROKERS, OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER, AS TO ANY MATTERS CONCERNING THE PROPERTY. Subject to the terms and conditions of this Agreement, BUYER is purchasing the Property subject to: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, each of the following to the extent applicable: the structural elements, seismic aspects of the Property, foundation, roof, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances; (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property; (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property; (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor and materials used in any improvements on the Property; (viii) the condition of title to the Property, including but not limited to all matters or exceptions related to the Property which: (a) appear in the official records of the San Bernardino County Recorder; (b) SELLER or any third party has disclosed to BUYER or are otherwise known to BUYER; and (c) have been or would be disclosed by any title reports; (ix) the value, economics of the operation or income potential of the Property; and (x) any other fact or condition which may affect the Property. This Section 2.2 shall survive the termination of this Agreement.

2.3 Due Diligence Termination Right. If BUYER is not satisfied with the Property for any reason in BUYER's sole and absolute discretion, BUYER may terminate this Agreement by giving written notice of termination to SELLER and Escrow Holder ("**Due Diligence Termination Notice**") on or before the expiration of the Due Diligence Period. In the event that BUYER fails to deliver BUYER's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, BUYER shall have conclusively been deemed to have approved its due diligence investigation of the Property and waived its right to terminate this Agreement pursuant to this Section 2.3.

2.4 Review of Title. Following the Effective Date of this Agreement, BUYER shall obtain its own preliminary title report issued by a title company of BUYER's choice ("**Title Company**") and such Title Company shall provide all underlying title documents (collectively, the "**Preliminary Title Report**") and BUYER shall have the right to obtain a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy ("**Survey**"). The BUYER's review period for the Preliminary Title Report and the Survey shall mean the period from the Effective Date through the date that is forty-five (45) Business Days after the Effective Date ("**BUYER's Title Review Period**"). At any time during BUYER'S Title Review Period, BUYER shall notify SELLER in writing ("**BUYER's Title Notice**") of any objections BUYER may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("**Title Objections**"). If BUYER does not give such notice by the expiration of BUYER's Title Review Period, such failure shall conclusively be deemed to be BUYER's approval of those matters. If BUYER does timely provide BUYER's Title Notice with Title Objections, SELLER shall have five (5) Business Days after receipt thereof to notify BUYER that SELLER (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to BUYER. SELLER's failure to notify BUYER within such five (5) Business Day period as to any Title Objections that SELLER is willing to endeavor to cure or cause to be insured over shall be deemed an election by SELLER not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If SELLER notifies or is deemed to have notified BUYER that SELLER shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, BUYER shall have five (5) Business Days after the expiration of SELLER's (5) Business Day period to respond to either (a) terminate this Agreement or (b) waive such Title Objections and proceed to Closing, without any reduction in the Purchase Price on account of such Title Objections. If BUYER does not give notice within said period, BUYER shall be deemed to have elected to waive the Title Objections pursuant to this Section 2.4.

BUYER shall have the right to request any supplement to the Preliminary Title Report or the Survey, and if any such supplement discloses any new materially adverse title or survey matters not disclosed to BUYER prior to the expiration of BUYER's Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for BUYER to deliver BUYER's Title Notice with respect to such new title matter shall be the later of (i) expiration of the BUYER's Title Review Period, or (ii) three (3) Business Days from receipt of the supplemental title report or survey and the underlying document(s) referenced therein.

3. ESCROW.

3.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow ("**Escrow**") to be established with the Escrow Holder referred to in Section 1.4. Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder's

acceptance attached hereto and notify SELLER and BUYER of the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than the date that is one hundred and twenty (120) calendar days following the expiration of the Due Diligence Period (“**Closing Date**”). The terms “**Close of Escrow**” and/or the “**Closing**” shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including SELLER conveyance of the Property to BUYER.

3.2 Escrow Instructions. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of BUYER and SELLER to Escrow Holder as well as an agreement between BUYER and SELLER. In the event of any conflict between the provisions of this Agreement and Escrow Holder’s standard instructions, this Agreement shall prevail.

3.3 Deliveries by SELLER. On or before 12:00 noon Pacific Time on the Business Day preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder: (i) the Grant Deed in the form attached hereto as Exhibit “B” (“**Grant Deed**”), executed and acknowledged by SELLER; (ii) the Bill of Sale in the form attached hereto as Exhibit “D,” executed by SELLER; (iii) the Owner’s Affidavit in the form attached hereto as Exhibit “E,” executed by SELLER; (iv) the escrow costs and prorations for which SELLER is responsible pursuant to this Agreement; (v) an original of the Closing Statement described in Section 3.5, executed by SELLER; and (vi) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.4 Deliveries by BUYER. On or before 12:00 noon Pacific Time on the Business Day preceding the scheduled Closing Date, BUYER shall deliver to Escrow Holder: (i) Purchase Price less the Consideration Payment, (ii) the Bill of Sale in the form attached hereto as Exhibit “D,” executed by BUYER; (iii) the escrow costs and prorations for which BUYER is responsible pursuant to this Agreement, (iii) an original of the Closing Statement described in Section 3.5, executed by BUYER, and (iv) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.5 Closing Statement. No later than four (4) Business Days prior to the Closing Date, Escrow Holder shall prepare for approval by BUYER and SELLER a closing statement (“**Closing Statement**”) on Escrow Holder’s standard form indicating, among other things, Escrow Holder’s estimate of all closing costs and prorations made pursuant to this Agreement.

3.6 Closing, Recording and Disbursements. On the Closing Date, and provided all of the SELLER Conditions to Closing and BUYER Conditions to Closing set forth in Sections 3.10.1 and 3.10.2 of this Agreement have been satisfied or waived in writing by the appropriate Party, Escrow Holder shall take the following actions:

(a) *Recording.* Escrow Holder shall cause the Grant Deed to be recorded with the Recorder’s Office in the County of San Bernardino, California.

(b) *Delivery of Documents and Funds.* Escrow Holder shall deliver to BUYER all of the items listed in Section 3.3 above which were delivered by SELLER to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed with the Recorder’s Office in the County of San Bernardino, California upon Close of Escrow. Escrow Holder shall deliver the Purchase Price less the Consideration Payment to SELLER by wire transfer as provided in written

instructions to be furnished to Escrow Holder by SELLER prior to the Close of Escrow, together with one duplicate original of all of the items listed in Section 3.4 above on the Close of Escrow.

3.7 Taxes. Real property taxes will not be prorated between SELLER and BUYER in Escrow. Upon recordation of the Grant Deed, BUYER will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing SELLER shall pay through Escrow or out of SELLER proceeds, the full amount of the installment applicable for the period in which Closing occurs. SELLER shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by SELLER and applicable to any period from and after the Closing Date. The taxing authority will notify SELLER of any refund due SELLER resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. SELLER retains the right, following close of escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

3.8 Payment of Costs. BUYER shall pay for the premium for the standard coverage owner's Title Policy referred to in Section 3.10.2(b), with the cost of any endorsements or extended coverage to be as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be paid by BUYER; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting Party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated in this Agreement shall be allocated between BUYER and SELLER in accordance with customary practice in the county in which the Property is located. BUYER and SELLER shall each be responsible for their respective attorneys' fees and costs for this Agreement.

3.9 Information Report. Escrow Holder shall file and SELLER and BUYER agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. SELLER and BUYER also agree that SELLER and BUYER, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither SELLER nor BUYER shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

3.10 Conditions to Close of Escrow.

3.10.1 Conditions to SELLER Obligations. In addition to any other condition set forth in this Agreement in favor of SELLER, SELLER shall have the right to condition its obligation to convey the Property to BUYER and close the Escrow upon the satisfaction, or written waiver by SELLER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**SELLER Conditions to Closing**"):

(a) The sale of the Property by SELLER is contingent upon both of the following prerequisites, which must be completed before any sale can be consummated. If either or both of the following prerequisites cannot be completed within ninety (90) days after Seller's submissions of written notice of the finalized terms of the sale of the Property under this Section 3.10.1(a), then, unless the Parties agree to provide for a further extension and so inform the Escrow Officer, this Agreement and Escrow shall terminate, and SELLER shall be responsible for payment of any Escrow or title cancellation charges. Upon any such termination, no commission shall be due to SELLER's Broker:

(i) Because SELLER is a California nonprofit corporation which has operated an in-patient addiction treatment facility on the Property which constitutes a health care facility, the disposition of which requires the written consent or waiver of objections from the California Attorney General pursuant to California Corporations Code section 5920, the California Attorney General's office must receive written notice of and provide written approval of the finalized terms of the sale of the Property. SELLER shall provide written notice of the finalized terms of the sale of the Property to the California Attorney General no later than five (5) Business Days after the last of the following to take place: (i) the expiration of the Due Diligence Period; and (ii) SELLER's receipt of the executed agreement between BUYER and the operator selected by BUYER to continue operations of the in-patient addiction treatment facility on the Property following Closing. Upon SELLER's submission of this written notice to the California Attorney General, SELLER shall promptly provide BUYER with written notification of this submission. SELLER shall use good faith best efforts to obtain the required approval for the sale of the Property from the California Attorney General. SELLER has no control over and makes no representations, guarantees or warranties that the California Attorney General will approve a sale of the Property. If SELLER is able to obtain approval from the California Attorney General for the sale of the Property, SELLER shall, within one (1) Business Day after obtaining such approval, provide BUYER with written notice of receipt of this approval and a copy of such approval.

(ii.) Because SELLER is subject to certain requirements of the Roman Catholic Church, SELLER must obtain written approval of the terms of the sale of the Property from the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God, a religious order with which SELLER is affiliated. SELLER shall provide written notice of the finalized terms of the sale of the Property to the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God no later than five (5) Business Days after the expiration of the Due Diligence Period. Upon Seller's submission of this written notice to the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God, SELLER shall promptly provide BUYER with written notification of this submission. SELLER shall use good faith best efforts to obtain the required approval for the sale of the Property from the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God. SELLER has no control over and makes no representations, guarantees or warranties that the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God will in fact

approve a sale of the Property. If SELLER is able to obtain approval from the Superior General and Council of the Hospitaller Order of the Brothers of St. John of God for the sale of the Property, SELLER shall, within one (1) Business Day after obtaining such approval, provide BUYER with written notice of receipt of such approval and a copy of such approval.

(b) *Delivery of Document and Funds.* BUYER shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by BUYER in order to accomplish the close of Escrow for the Property. BUYER shall have deposited with Escrow Holder the Purchase Price less the Consideration Payment and the escrow and closing costs for which BUYER is responsible to pay and all other sums required of BUYER by this Agreement.

(c) *Representations and Warranties.* All representations and warranties made by BUYER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(d) *No Default under the Agreement.* BUYER shall not be in material default of any of its obligations under this Agreement and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

3.10.2 Conditions to BUYER's Obligations. In addition to any other condition set forth in this Agreement in favor of BUYER, BUYER shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written waiver by BUYER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the **"BUYER Conditions to Closing"**):

(a) *Delivery of Documents and Funds.* SELLER shall have executed and deposited into Escrow the Grant Deed, and the escrow and closing costs for which SELLER is responsible to pay and all other sums required of SELLER by this Agreement.

(b) *Title Policy.* The Title Company is unconditionally and irrevocably committed to issue to BUYER at Closing a CLTA standard coverage owner's title policy, or, upon BUYER's request, an ALTA extended coverage owner's policy of title insurance (provided BUYER shall be responsible for any survey costs associated therewith and BUYER must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) Business Days prior to the Closing Date and BUYER shall be responsible for the additional cost of the extended coverage), insuring BUYER's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the **"Approved Title Exceptions"**): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under BUYER; (iv) items disclosed by the Survey and Preliminary Title Report (including any supplements) and approved or deemed approved by BUYER pursuant to the title review provisions in Section 2.4, or, if BUYER fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; and (v) any Title Objections that neither SELLER nor the Title Company has agreed to remove from title or insure over (**"Title Policy"**). The issuance of an

ALTA extended coverage policy shall not be a condition precedent to BUYER's obligation to close the Escrow, and BUYER shall not object to the Closing based upon an inability to obtain, or any delays in obtaining, such coverage. In addition, and without limiting the foregoing, the issuance of any particular title endorsements requested by BUYER, at BUYER's sole cost and expense, shall not be a condition precedent to BUYER's obligation to close this Escrow and BUYER acknowledges that BUYER is solely responsible for ascertaining the availability of any such endorsements prior to the end of the Due Diligence Period. If endorsements are required to cure defects in title and SELLER has agreed to provide such endorsements as a means of curing such title defects, then SELLER shall pay for such endorsements.

(c) *Condition and Possession.* The condition of the Property on the Closing Date shall be in substantially the same condition as it existed at the time the Phase I Environmental Assessment for the Property was performed by Aspen Environmental Group on April 14, 2021. At least ten (10) Business Days prior to the Closing Date, SELLER shall remove any of SELLER's debris and trash from the Property. At Closing, SELLER shall assign, transfer, convey and deliver to BUYER the personal property located on the Property (the "**Personal Property**") which is listed in Exhibit "C" hereto, pursuant to a Bill of Sale in the form attached hereto as Exhibit "D".

(d) *CEQA.* The requirements under the California Environmental Quality Act, as amended, shall have been complied with.

(e) *Representations and Warranties.* All representations and warranties made by SELLER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(f) *No Default under Agreement.* SELLER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

(g) *Encumbrances.* There are no encumbrances on the Property except for Approved Title Exceptions.

(h) *Contract Termination.* SELLER shall have cancelled and terminated all agreements, contracts and leases relating to the Property with service providers, tenants, or as otherwise required pursuant to this Agreement, and provided BUYER with written evidence of same.

(i) *Grant Funding.* BUYER obtains approval and funding of its Behavioral Health Continuum Infrastructure Program (BHCIP) and Community Care Expansion (CCE) grant applications.

3.10.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by BUYER or SELLER, each Party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

3.10.4 Waiver. Each Party may at any time or times, waive any of their respective Conditions to Closing in this Section 3.10, as set forth above, to their respective obligations hereunder, but any such waiver shall be effective only if contained in writing, signed, and delivered to the other Party.

3.10.5 Escrow Termination. In the event each of the Conditions to Closing in this Section 3.10, as set forth above, is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived, either Party may at its option terminate this Agreement and the Escrow opened hereunder, provided that Party is not in default of this Agreement. No termination under this Agreement shall release any Party then in default from liability for such default. In the event this Agreement is terminated, all documents and funds delivered to Escrow Holder shall be returned immediately to the respective Parties.

4. REPRESENTATIONS AND WARRANTIES.

4.1 SELLER Representations and Warranties. SELLER hereby makes the following representations and warranties to BUYER, each of which is material and relied upon by BUYER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

(a) SELLER execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which SELLER is a party or by which it is bound.

(b) Subject to the contingencies set forth in Section 3.10.1(a), SELLER has the full right, power and lawful authority to sell the Property and undertake all obligations as provided herein.

(c) There are no pending actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.

(d) SELLER has not received any notices and has no knowledge of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.

4.2 BUYER's Representations and Warranties. BUYER hereby makes the following representations and warranties to SELLER, each of which is material and relied upon by SELLER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

(a) BUYER has the full right, power and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by BUYER has been fully authorized by all requisite actions on the part of BUYER.

(b) BUYER's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which BUYER is a party or by which it is bound.

(c) BUYER is not the subject of a current or pending bankruptcy proceeding.

5. RESERVED.

6. DEFAULTS.

6.1 Institution of Legal Actions. Any legal action must be instituted in the Superior Court of the County of San Bernardino, State of California.

6.2 Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.3 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7. MISCELLANEOUS.

7.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including Federal Express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Copies are requested via email as identified below. Notices shall be addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Party hereto:

To SELLER: St. John of God Health Care Services
Attention: Brother Stephen de la Rosa, O.H.
2468 South St. Andrews Place
Los Angeles, CA 90018
Copy via email at: sdelarosa@me.com
(323) 708-5004

To BUYER: San Bernardino County
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Copy via email at: brandon.ocasio@res.sbcounty.gov
(909) 659-4676

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail, or upon confirmation by recipient by email. By giving to the other Party written notice as provided above, the Parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

7.2 Relationship Between SELLER and BUYER. It is hereby acknowledged that the relationship between SELLER and BUYER is not that of a partnership or joint venture and that SELLER and BUYER shall not be deemed or construed for any purpose to be the agent of the other.

7.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable pursuant to Section 7.11 ("Real Estate Brokerage Commission").

7.4 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns.

7.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by SELLER and BUYER's authorized representatives.

7.6 Prohibited Persons and Transactions. BUYER represents to SELLER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

7.7 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 agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the County or the State that SELLER 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. SELLER shall be provided advance written notice of such termination, allowing SELLER at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of BUYER.

7.8 Computation of Time. In the event that the day on which a Party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding Business Day. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

7.9 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict of interest principles.

7.10 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

7.11 Real Estate Brokerage Commission. Each Party represents and warrants that neither Party has retained any brokers or finders to represent its interests in connection with this transaction. Each Party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.

7.12 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both Parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart.

7.13 Exhibits. Exhibits "A," "B," "C," "D," and "E" are attached to this Agreement and are incorporated herein by this reference and made a part hereof.

8. BOARD OF SUPERVISORS APPROVAL: This Agreement is subject to, and shall have no force or effect until and unless approved by the Board of Supervisors for BUYER.

[Signatures on next page]

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date first set forth above.

SELLER:

St. John of God Health Care Services

By: _____

Joseph de la Rosa, a/k/a

Br. Stephen de la Rosa, O.H.

Title: Secretary

Date: _____

BUYER:

San Bernardino County

By: _____

Curt Hagman

Title: Chairman, Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD

LYNNA MONELL

Clerk of the Board of Supervisors

By: _____

Deputy

Date: _____

APPROVED AS TO LEGAL FORM:

Tom Bunton, County Counsel

San Bernardino County, California

By: _____

Scott M. Runyan

Principal Assistant County Counsel

Date: _____

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

_____, 2022

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Legal Description of the Property

PARCEL "A":

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE VICTOR VALLEY COUNTY WATER DISTRICT, BY DEED RECORDED OCTOBER 24, 1991, INSTRUMENT NO. 91-406466, OFFICIAL RECORDS.

PARCEL "B":

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

PARCEL "C":

THE NORTH 30.00 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

EXCEPTING THE WEST 240.71 FEET THEREOF AS CONVEYED TO THE VICTOR VALLEY COUNTY WATER DISTRICT BY DEED RECORDED OCTOBER 24, 1991, INSTRUMENT NO. 91-406466, OFFICIAL RECORDS.

PARCEL "D":

THE NORTH 30.00 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

APN: 3105-191-11

EXHIBIT "B"

GRANT DEED
Follows this page

RECORDING REQUESTED BY:

San Bernardino County
Department of Real Estate Services

WHEN RECORDED MAIL TO:

San Bernardino County
Department of Real Estate Services
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

A.P.N.: 3105-191-11

GRANT DEED

Dept. Code: 11200

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$ _____

- ☐ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at the time of sale
☐ Unincorporated Area ☒ City of Victorville

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation**, hereby GRANT(S) **San Bernardino County, a Body Corporate and Politic**, the real property in the City of Victorville, in San Bernardino County, California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

By: _____

Joseph de la Rosa, Secretary
St. John of God Health Care Services

Date: _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name

Street Address

City & State

EXHIBIT "A"

Legal Description of the Property

PARCEL "A":

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE VICTOR VALLEY COUNTY WATER DISTRICT, BY DEED RECORDED OCTOBER 24, 1991, INSTRUMENT NO. 91-406466, OFFICIAL RECORDS.

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PARCEL "C":

THE NORTH 30.00 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

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PARCEL "D":

THE NORTH 30.00 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

APN: 3105-191-11



SAN BERNARDINO COUNTY

CERTIFICATE OF ACCEPTANCE

APN:

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: _____

By: _____

Terry W. Thompson, Director

Real Estate Services Department

EXHIBIT "C"
Personal Property to be Transferred to Buyer at Closing

ITEM DESCRIPTION	QUANTITY
Air compressor	1
Husky tool box	1
Lincoln welder	1
Delta drill press	1
Bench grinder	1
Husky tile saw	1
Champion generator	1
Skil table saw	1
Portable air compressor	1
Boxer carpet cleaner	1
Toro lawn mower	1
Tile saw	1
Work force tile cutter	1
Floor jack	2
Poulan chain saw 18"	2
McCulloch chain saw	1
Ryobi chain saw 16"	2
Homelite chain saw 16"	1
Remington chain saw 18"	1
Remington pole saw	1
Ryobi chop saw	1
Ryobi electrostatic sprayer	3
Ridgid drill	1
Dewalt drill	1
Ryobi impact drill	1
Bosch ¾ drill	1
Porter cable boring jig	1
Dewalt sander	1
Ryobi sander	1
Porter cable belt sander	1
Makita ¾ drill	1
Dewalt angle grinder	1
Rotozip	1
Ryobi drill	1
Skil router	1
Dremel 200	1
Black & Decker jig saw	2
Craftsman scroll saw	1
Heat gun	1
Flammables cabinet	1
Echo blower	1
Echo edge trimmer	2
Tool carts	3
Power snake	1
Blower dryer	1

12' extension ladder	2
12' ladder	1
Hand tools miscellaneous	1
Heater vent pads	1
6' ladder	3
Rigid cordless driver	1
Rigid power snake	1
Pallet jack	1
Wet & dry vacuum	4
Reddy heater	1
Ryobi hedge trimmer	1
Battery charger	1
Ryobi hammer drill	1
Homelite hedge trimmer	1
2 large conference tables	2
Chairs Sam's Club	80
60" Plasma T.V.	1
T.V. stand	1
VCR	1
DVD player	1
White board	2
White board on wall	1
Small fold up tables	2
Desks	18
Chairs	2
Desk chairs	2
File cabinet Staples 4 drawer	1
Book shelves	2
Cabinet small	1
Computer	1
Shredder	4
Computer	1
Computer table	1
2 drawer filing cabinet	1
4 drawer filing cabinet (tan)	1
Space heater	1
Cabinet	1
Fold up table (4 foot)	1
Melody desk	1
Desk chairs	2
Waiting room chairs	2
Portable AC unit	1
Storage cabinet	1
Computers	2
Copier	1
Printer	1

Office chair	1
Cabinet	1
Tables banquet large	6
55" smart TV	1
TV stand	1
White board	1
Clock	1
Pool table	1
55" TCC smart T.V.	1
Bookshelf	2
Table	1
Ping pong table	1
Beds	6
Small tables	5
Chairs	16
36" T.V.	1
Tables in kitchen	2
Fold up table	1
Washer speed queen 2014	2
Dryer speed queen 2014	3
Blankets	19
Microwave	4
Sheets	10
Mattress pads	3
Beds – twin	8
End tables	9
Chairs	8
Lamps	15
Trash cans small	8
Trash can bathroom	1
Benches	7
Big blue outside tables	4
Pickwick benches	2
Soda vending machines	2
Snack machine	1
Broom closet	1
Trash can	1
Plastic chairs	16
Patio tables	5
Office chairs	7
Meeting room chairs	3
Storage cabinets	6
File cabinets	5
Small refrigerators	6
Computers – complete desk tops	10
Vital/blood pressure machine	1

Keurig coffee machine	1
Portable file cabinet	1
Copier HP	1
Laptops Acer computers	3
Large copier	1
Exercise bikes	6
Weight benches	4
Station pneumatic machine with compressor	5
Power towers	2
Weights and dumbbells	assorted
Blue water jugs – emergency water	16
Picnic tables	2
Pool storage units	2
Maytag commercial	1
Picnic benches	5
Basketball hoops	2
Mop buckets	8
Charcoal BBQs	2
Trash cans	9
Shop vacuums	3
Rakes	10
Shovels	5
Hula hose	6
Push brooms	3
Post hole diggers	2
Storage racks	4
Tables	13
Dining room chairs	50
Salad bar	1
Ice and water machine	1
High chairs	3
Toaster	1
Coffee warmer	1
Dining room buffet	1
Baker's rack	1
Rolling carts	2
Insect zappers	2
Wet floor signs	2
Chairs	4
Round table	1
Table	2
Waiting room chairs	4
Lifetime table	1
Scale	1

New file cabinet	1
Small table	1
Office chairs	3
Nurse chair	1
File cabinet (wood)	1
HP laptop 11 ½" screen	1
Desk top computer	1
Trash can stainless	1
Printer	1
Water craft	1
Cork board	1
Small compact dining set	1
Computer desk top	1
Tables	6
Examination bed	1
Wood file cabinet	1
Pairs of crutches	4
Stainless trash can	1
Clock	1
Twin bed	6
Nightstands	6
Dresser	5
Rocking chair	1
Toddler beds	2
Frames	2
Crib	2
32" smart T.V.s	3
File cabinets	7
Computer desk	1
Lifetime desk	1
Computers	2
AC unit	1
Storage cabinet	2
Futon	1
Office chairs	2
AC unit	1
Reach in refrigerator	1
Wolf double oven/flat top	1
Blodget double oven	1
Mirror	1
Ice machine	1
Imperial fryer	1
Fork ladles, spoons, knives, kitchen utensils, pitchers, plates, cups	assorted
Pots, pans stainless pans	assorted
Stainless steel sinks, butcher block	1

Toys	assorted
Play slide	1
Metal bench	1
Coffee pot	1
Large metal file cabinet 2 drawer	1
Large metal file cabinet 5 drawer	1
Metal picnic table	1
Office chairs	2
Oak shelf bookcase	3
Office phone	1
Wood shelving with metal brackets	2
Wood shelving	2
Large metal circle bikes playset	1
Diaper pales	2
Trash cans with lids	2
Space heater	1
Plastic garden (6 shelf) units	2
T.V. and VCR	1
Radio cd/cassette player	2
Tape deck and headphone set	6
Phonics read-a-loud box set	12
Sorting blocks, manipulative set	4
Hardcover box set books toddler set	1
Hardcover picture books set	12
Office supplies	assorted
Little Tykes play yard climber	1
Outside playhouse holiday crib	4
Oakwood rocking chair	1
Large learning letters activity carpets	2
Portable butcher paper rack	1
Metal big child chairs set	4
Round table with metal legs	1
Classroom tables with metal legs	2
Wooden toy shelving unit	1
Large wooden changing station with steps	1
Metal tricycles	2 large
Metal tricycles	2 medium
Metal tricycles	2 small
Small table	1
Shelf rolling cart	2
Large rolling storage cabinet	2
Foam chairs	4

Waterfall foam climber	1
Tot tunnel climber	1
Sound table	1
Holiday cribs with wheels	3
Small metal classroom chairs	14
Sleeping mats	14
Sheets and blankets	14
Play kitchen set, wood	1
Metal Tonka Trucks	3
Parachute with plastic ball set	1
Metal rack with wheels paper rolls holder	1
Laminating machine	1
Shatterproof mirror	1
Wall poster view rack	1
Foam blocks 12 set	1
Toddler bike helmets	2
Rhythm set	1
Changing mats heavy duty foam	2
PMCS computer server	1
HP 2530-8G Computer	2
HP 2530-24G Computer	1
Dell computers	7
Dell monitors	2
HP 2TB SATA Computers	4

EXHIBIT "D"

BILL OF SALE

This Bill of Sale (the "**Bill of Sale**") is made and entered into _____, 2022, by and between St. John of God Health Care Services, a California Nonprofit Public Benefit Corporation ("**Assignor**"), and San Bernardino County, a public body, corporate and politic ("**Assignee**").

Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of _____ (the "**Agreement**") with respect to the purchase and sale of that certain real property located at 13333 Palmdale Road, Victorville, California.

For good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver to Assignee, its successors and assigns, all items of Personal Property (as defined in the Agreement referred to above), if any, owned by Assignor and situated upon and used exclusively in connection with the Property (as defined in the Agreement) and more particularly described in Exhibit "C" to the Agreement, which Exhibit "C" is attached to this Bill of Sale as Attachment 1 and made a part hereof for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale to be executed on the date and year first above written.

Assignor:

_____,
a _____

By: _____
Its: _____

Assignee: _____,
a _____

By: _____
Its: _____

[Add exhibits to final version]

EXHIBIT "E"

OWNER'S AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

FIRST AMERICAN TITLE COMMITMENT issued under Order No. NCS-1148331-ONT1 (the "**Title Commitment**")

BEFORE ME, the undersigned notary, personally appeared _____ ("**Affiant**"),
a _____, and _____ ("**Owner**"), who first being duly sworn, deposes and
says on behalf of Owner:

1. Affiant is duly authorized to make this Owner's Affidavit as affiant and for and on behalf of Owner to First American Title Insurance Company ("**First American**").
2. Owner is the owner and titleholder of that certain real property described in the above-referenced Title Commitment (the "**Property**").
3. Affiant is not aware of and has not been informed of any unrecorded easements or claims of easements affecting the Property except as shown in the Title Commitment.
4. No proceedings in bankruptcy or receivership have been instituted by or against the Owner within the last 10 years, and the Owner has never made an assignment for the benefit of creditors.
5. Affiant is not aware of and has not been informed of any boundary line disputes or discrepancies affecting the Property, or any material encroachments of improvements located on the Property, other than as shown on the Title Commitment.
6. Owner has not entered into any written agreement, nor is Owner aware of anyone else entering into any written agreement, with any real estate broker, nor is Owner aware of anyone who has provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, or otherwise conveying or acquiring any interest in the Property.
7. All real estate taxes, payments in lieu of taxes, impact fees, special assessments, water and sewer charges, and management fees, if any, are fully paid, except for those real estate taxes to be paid at closing.
8. Affiant is not aware of and has not been informed of any unrecorded options or contracts to purchase, rights of first refusal, mortgages, deeds of trust, contracts for deed or mortgage commitments, deeds, easements or rights-of-way or adverse interests which affect the Property.
9. There are no parties in possession of the property other than Owner and no unrecorded existing tenancies, leases or other occupancies affecting the Property. No tenant or other party has any right to occupy any of the Property, with no rights or options to purchase or rights of refusal to purchase any of the Property.

10. There is no action or proceeding, including, but not limited to, bankruptcy, which is now pending against Owner in any State or Federal Court, nor is there any attachment, judgment or other encumbrance which may now constitute a lien upon the Property.
11. Owner has received no written notice of any proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; and there has been no work done on the Property, nor notice received by Owner that work is to be done on the Property by the municipality (county, city, borough or township), or at its discretion, including but not limited to the installation of water or sewer lines or of other utilities, or for water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
12. Affiant is not aware of and has not been informed of any unrecorded labor, mechanics' or materialmen's liens against the Property. Affiant further is not aware of and has not been informed of any material that has been furnished to or labor performed upon the Property, except such that have been paid for in full.
13. Owner has not received notice of and has no knowledge of any violation of any covenants or restrictions listed in the Title Commitment or of any facts which would cause such violation.
14. Owner is a Corporation and has been duly formed, exists and is in good standing in the state of its formation, is in good standing under the laws of its state of California [where the property is located], and no proceeding is pending for its dissolution or annulment. Owner has paid in full all license, state franchise, and city corporation taxes, if applicable, due and payable by Owner.
15. Owner is not a foreign Person, but rather a "United States person" within the meaning of Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "**Code**", and that Owner's true and correct United States taxpayer identification number (or Social Security number) is set forth below opposite the signature of Owner. Owner is making the statements set forth herein for the purpose of releasing the Purchaser and/or Settlement Agent from any withholding obligation, which might otherwise be imposed under Section 1445(a) of the Code.

[Signature Page Immediately Follows.]

This OWNER'S AFFIDAVIT is sworn and subscribed on _____, 2022.

OWNER:

St. John of God Health Care Services,
A California Nonprofit Public Benefit Corporation

By: _____
Joseph de la Rosa,
Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)SS
COUNTY OF _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature_____



County Administrative Office

Leonard X. Hernandez
Chief Executive Officer

December 2, 2022

Dr. Georgina Yoshioka, Interim Director
San Bernardino County Department of Behavioral Health
303 E. Vanderbilt Way
San Bernardino, CA 92415-0026

Dear Dr. Yoshioka:

As the Chief Executive Officer for San Bernardino County, I write to express my support for the San Bernardino County Department of Behavioral Health (DBH) in their efforts of submitting an application for the Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 grant funding opportunity.

I am pleased to know that the grant will enable continued provision of much needed connection, communication, and services to San Bernardino County residents. This comprehensive project will align with the County's vision of a sustainable system of high-quality education, community health, public safety, housing, and recreation.

I fully support DBH's continuing efforts to improve the behavioral health Crisis Continuum of care and assist consumers to achieve recovery and wellness by improving life outcomes. I look forward to this opportunity, which will allow the Department to maintain a comprehensive continuum of Substance Use Disorder (SUD) withdrawal management and outpatient treatment services for adults. Moreover, the inclusion of an adolescent SUD residential treatment facility and a Psychiatric Residential Treatment Facility (PRTF) will be integral additions to the San Bernardino County continuum of behavioral health care for the youth population. I further support DBH in its efforts to engage in ongoing collaboration to identify more efficient and cost-effective mechanisms to deliver quality health services as part of a robust continuum of care.

Should you have any questions or need additional information, please reach out.

Sincerely,

Leonard X. Hernandez
Chief Executive Officer, San Bernardino County

c: Executive Management Team, Department of Behavioral Health

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
First District

JANICE RUTHERFORD
Second District

DAWN ROWE
Vice Chair, Third District

CURT HAGMAN
Chairman, Fourth District

JOE BACA, JR.
Fifth District

Leonard X. Hernandez
Chief Executive Officer



Children and Family Services

Jeany Zepeda
Director

Jonathan Byers
Assistant Director

December 5, 2022

Dr. Georgina Yoshioka, Interim Director
San Bernardino County Department of Behavioral Health
303 E. Vanderbilt Way
San Bernardino, CA 92415-0026

Dear Dr. Yoshioka:

San Bernardino County Children and Family Services (CFS) is honored to support the San Bernardino County Department of Behavioral Health (DBH) in their efforts of submitting an application for the Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 grant funding opportunity.

We are pleased to know this grant will enable continued provision of much needed connection, communication, and services to San Bernardino County residents. This comprehensive project will align with the County's vision of a sustainable system of high-quality education, community health, public safety, housing, and recreation.

We fully support DBH's continuing efforts to improve the Behavioral Health Crisis Continuum of care and assist consumers to achieve recovery and wellness by improving life outcomes. Children and Family Services has collaborated with DBH through a Memorandum of Understanding (MOU), where DBH provides case management and behavioral health treatment services to individuals referred from CFS. I look forward to this opportunity, which will allow DBH to maintain a comprehensive continuum of Substance Use Disorder (SUD) withdrawal management, residential treatment and outpatient treatment services for adults. Moreover, the inclusion of an adolescent SUD Residential Treatment Facility and a Psychiatric Residential Treatment Facility (PRTF) will be integral additions to the San Bernardino County continuum of behavioral health care for the youth population.

We look forward to continued partnership with DBH through ongoing collaboration to identify more efficient and cost-effective mechanisms to deliver quality health services as part of a robust continuum of care. Children and Family Services is committed to expanding partnership with DBH to include additional adolescent SUD residential treatment and PRTF services for the youth population in a financially sustainable way.

Sincerely,

Jeany Zepeda, Director
Children and Family Services

C: Executive Management Team, Department of Behavioral Health

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
First District

JANICE RUTHERFORD
Second District

DAWN ROWE
Vice Chair, Third District

CURT HAGMAN
Chairman, Fourth District

JOE BACA, JR.
Fifth District

Leonard X. Hernandez
Chief Executive Officer



TRACY REECE
Chief Probation Officer

EDWARD BARRY
Assistant Chief Probation Officer

December 12, 2022

Dr. Georgina Yoshioka, Interim Director
San Bernardino County Department of Behavioral Health
303 E. Vanderbilt Way
San Bernardino, CA 92415-0026

Dear Dr. Yoshioka:

San Bernardino County Probation Department is honored to support the San Bernardino County Department of Behavioral Health (DBH) in their efforts of submitting an application for the Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 grant funding opportunity.

We are pleased to know that grant will enable continued provision of much needed connection, communication, and services to San Bernardino County residents. This comprehensive project will align with the County's vision of a sustainable system of high-quality education, community health, public safety, housing, and recreation.

We fully support DBH's continuing efforts to improve the behavioral health crisis continuum of care and assist consumers to achieve recovery and wellness by improving life outcomes. Probation has collaborated with DBH through several Memoranda of Understanding (MOU) for diverse populations, where DBH provides crisis intervention, case management, and/or behavioral health treatment services to individuals referred from Probation. I look forward to this opportunity, which will allow the DBH to maintain a comprehensive continuum of Substance Use Disorder (SUD) withdrawal management, residential treatment and outpatient treatment services for adults. Moreover, the inclusion of an adolescent SUD residential treatment facility and a Psychiatric Residential Treatment Facility (PRTF) will be integral additions to the San Bernardino County continuum of behavioral health care for the youth population.

We look forward to continued partnership with DBH through ongoing collaboration to identify more efficient and cost-effective mechanisms to deliver quality health services as part of a robust continuum of care. Probation is committed to expanding partnership with DBH to include additional adult and adolescent SUD residential and outpatient treatment, in addition to PRTF services for the youth population in a financially sustainable way.

Sincerely,

A handwritten signature in black ink, appearing to read "Reece", is written over a horizontal line.

Tracy Reece, Chief Probation Officer
Probation Department

C: Executive Management Team, Department of Behavioral Health



December 2, 2022

Dr. Georgina Yoshioka, Interim Director
San Bernardino County Department of Behavioral Health
303 E. Vanderbilt Way
San Bernardino, CA 92415-0026

Dear Dr. Yoshioka:

St. John of God HealthCare Services is honored to support the San Bernardino County Department of Behavioral Health (DBH) in their efforts of submitting an application for the Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 grant funding opportunity.

We are pleased to know that grant will enable continued provision of much needed connection, communication, and services to San Bernardino County residents. This comprehensive project will align with the County's vision of a sustainable system of high-quality education, community health, public safety, housing, and recreation.

We fully support DBH's continuing efforts to improve the behavioral health Crisis Continuum of care and assist consumers to achieve recovery and wellness by improving life outcomes. I look forward to this opportunity, which will allow the Department to maintain a comprehensive continuum of Substance Use Disorder (SUD) withdrawal management and outpatient treatment services for adults. Moreover, the inclusion of an adolescent SUD residential treatment facility and a Psychiatric Residential Treatment Facility (PRTF) will be integral additions to the San Bernardino County continuum of behavioral health care for the youth population.

We look forward to continued partnership with DBH through ongoing collaboration to identify more efficient and cost-effective mechanisms to deliver quality health services as part of a robust continuum of care.

Should you have any questions or need additional information, please contact my office at (760) 241 -4917

Sincerely,

Nia Casselman, Executive Director

St. John of God HealthCare Services

C: Executive Management Team, Department of Behavioral Health

CHARTER

of

San Bernardino County, California

(REVISED)

TABLE OF CONTENTS

Foreword

Preamble

Article I: Name and Rights of the County

Section 101. County Powers.

Section 102. County Authority.

Section 103. County Name.

Article II: Board of Supervisors

Section 201. Governing Body.

Section 202. Election.

Section 203. Term of Office.

Section 204. Term Limits.

Section 205. Chair and Vice Chair of the Board of Supervisors.

Section 206. Powers and Duties of the Board of Supervisors.

Section 207. Filling of Vacancies.

Section 208. Compensation of the Board of Supervisors.

Section 209. Staff Members of the Board of Supervisors.

Section 210. Removal of a Supervisor.

Section 211. Rules of Order.

Article III: Other Elective County Officers

Section 301. Elective County Officers.

Section 302. Powers and Duties.

Section 303. Elections and Term of Office.

Section 304. Consolidation and Segregation of Elective County Offices.

Section 305. Removal of Elective Officers.

Section 306. Filling of Vacancies.

Section 307. Staff Members of the Elective County Officers.

Section 308. Compensation of Elective County Officers.

Article IV: Appointive County Officers

Section 401. Appointive County Officers.

Section 402. Powers and Duties.

Section 403. County Officer Appointing Assistants and Others.

Section 404. Boards and Commissions.

Article V: Personnel

Section 501. Number, Duties, and Compensation.

Section 502. Civil Service System.

Article VI: Ethics and Election Integrity

- Section 601. Responsibilities of Public Office.
- Section 602. Training to County Officers and Employees.
- Section 603. Ethics Training for the Staff of Elective Officers.
- Section 604. Campaign Finance Regulations.
- Section 605. Campaign Transparency.
- Section 606. Redistricting Commission.
- Section 607. Lobbyists.

Article VII: Miscellaneous

- Section 701. Limitation on Exercise of Eminent Domain.
- Section 702. Charter Review.
- Section 703. Referendum of Ordinances.
- Section 704. County Code Review.
- Section 705. Review of Orders of the County Health Officer.
- Section 706. Emergency Preparedness.
- Section 707. Severance Clause.

FOREWORD

The original Charter was framed and adopted in accordance with Section 7 1/2 of Article XI of the Constitution of California in 1913. A board of fifteen freeholders was selected at a special election held on May 14, 1912. Drawn up by this board, the original Charter was presented to the County electors on November 5, 1912. A majority favored adoption. Both houses of the State Legislature voted approval and the original Charter was filed with the Secretary of State on April 7, 1913.

Since that time, 36 amendments to the original Charter have been proposed and 27 have been adopted by the voters. The amendments that have been adopted are:

Amendment 1. Approved by the Legislature January 30, 1915; published on Page 1726, Statutes and Amendments to the Codes, 1915; election of officers other than Supervisors.

Amendment 2. Approved March 24, 1919; published on Page 1454, Statutes and Amendments to the Codes, 1919; addition of Article 2 1/2.

Amendment 3. Approved January 29, 1923; published on Page 1294, Statutes and Amendments to the Codes, 1923; salary of Sheriff fixed.

Amendment 5. Approved January 27, 1925; published on Page 1185, Statutes and Amendments to the Codes, 1925; traffic officers.

Amendment 6. Approved January 18, 1927; copied in this book from a copy certified by the Secretary of State and filed in the office of the Clerk of the Board of Supervisors of this County; salaries fixed by Supervisors.

Amendment 7. Approved January 6, 1943; amends Article I, Sections 1 and 2; election of Supervisors by district, rather than County-wide balloting.

Amendment 8. Approved January 15, 1945; amends Article I, Section 10; provides salaries of Supervisors to be fixed by legislature.

Amendment 9. Approved January 15, 1945; amends Article III, Section 1; provides number of officers in Class A Justice Court fixed by general law.

Amendment 10. Approved January 15, 1945; amends Article VIE, Section 1; Supervisors may suspend provision prohibiting wartime raise in compensation for elective officers.

Amendment 12. Approved January 25, 1957; amends Article II, Section 9; establishes office of County Counsel.

Amendment 13. Approved January 25, 1957; amends Article II, Section 10; establishes office of Registrar of Voters.

Amendment 17. Approved January 25, 1957; amends Article V, Section 2; provides filing of reports by County officers.

Amendment 18. Approved January 25, 1957; amends Article V, Section 6; provides inspection of books of County and Judicial District Officers by Auditor.

Amendment 19. Approved January 25, 1957; amends Article VII, Section 1; fixes compensation of elective officers.

Amendment 20. Approved January 25, 1957; amends Article VII, Section 3; provides biweekly salary payment.

Amendment 21. Approved January 25, 1957; adds Section 6 to Article 2 1/2; establishes County Board of Education.

Amendment 22. Approved February 19, 1959; amends Section I to Article IV; establishes office of County Purchasing Agent.

Amendment 23. Approved February 19, 1959; adds Section 4 1/2 to Article VII; provides for establishment of fixed benefit retirement system for employees ineligible for federal insurance.

Amendment 24. Approved February 8, 1967; amends Article V; relating to reports and accounts.

Amendment 25. Approved March 15, 1971; amends Articles I, II, III, IV, and VII, and repeals Articles 2 1/2 and VI; eliminates obsolete and unnecessary language and rennumbers Charter provisions.

Amendment 26. Approved March 15, 1971; adds Section 1.1 to Article II and repeals Sections 9 and 10 of Article II and Article IV; places all County department heads in the Unclassified Service.

Amendment 28. Filed and operative December 26, 1974; repeals Section 6 of Article I and Sections 1 and 5 of Article VI; eliminates obsolete and unnecessary language and brings Charter into conformity with the California Constitution.

Amendment 29. Filed and operative December 26, 1974; repeals Section 1.1 of Article II and amends Sections 2, 5, and 10 of Article II; brings Charter into conformity with California Constitution and reflects and provides greater flexibility in the governmental structure and administration of the County.

Amendment 30. Filed and operative May 2, 1979; adds Section 9 to Article I; provides procedures for and limitations on setting of salaries for supervisors. (Repealed by Amendment 36, filed and operative November 18, 1985).

Amendment 31. Filed and operative May 2, 1979; adds an unnumbered section to Article VI (Miscellaneous); requires any increase in compensation of county-elected officers to be approved by the voters. Initiative amendment. (Repealed by Amendment 36, filed and operative November 18, 1985).

Amendment 33. Filed and operative November 16, 1981; adds Section 3A to Article II; makes office of County Clerk appointive rather than elective.

Amendment 36. Filed and operative November 18, 1985; adds Section I to Article VI; provides procedures for and limitations on setting of salaries for elected officials. Section 9 of Article I is repealed; unnumbered initiative amendment in Article VI is repealed.

Amendment 37. Filed and operative November 7, 2006; adds Section 5 of Article VI; limits eminent domain and protects property rights.

Amendment 38. Filed and operative November 7, 2006; amends Section 2 of Article I; limits terms of office; amends Section 1 of Article VI; sets salaries for Board of Supervisors.

Amendment 39. Filed and operative November 4, 2008; adds Section 11 to Article II; establishes a higher standard of ethics for staff members of County elected officers.

Amendment 40. Filed and operative November 6, 2012; amends Section 1 of Article VI; enacts a permanent cap on compensation and mandatory transparency for members of the County Board of Supervisors.

On July 24, 2020, the Board of Supervisors adopted an entirely new, revised Charter for San Bernardino County, subject to ratification by the voters at the election on November 3, 2020.

PREAMBLE

We the People of San Bernardino County, do establish this Charter to provide for more local control to serve the diverse communities of the largest geographic county in the United States by advancing freedom, equality, justice, health, safety, and prosperity with effective, transparent, accountable, innovative, and inclusive governance.

ARTICLE I: NAME AND RIGHTS OF THE COUNTY

Section 101. County Powers.

San Bernardino County, as it now exists, is a body corporate and politic, and as such has and shall have all the powers that are now or may be hereafter specified by the Constitution and laws of the State of California, and by this Charter, and such other powers as are necessarily implied.

Section 102. County Authority.

The powers mentioned in the preceding section can be exercised only by the Board of Supervisors or by agents and officers acting under its authority or by the authority of law or of this Charter.

Section 103. County Name.

The corporate name shall be "San Bernardino County," which must be thus designated in all actions and proceedings touching its corporate rights, properties, and duties. San Bernardino County's boundaries and county seat shall remain as they are now, until otherwise changed by law.

ARTICLE II: BOARD OF SUPERVISORS

Section 201. Governing Body.

The Board of Supervisors is the governing body of San Bernardino County. The Board of Supervisors shall consist of five persons, hereafter identified as Members or Supervisors.

Section 202. Election.

Supervisors shall be elected by Supervisorial District. Each candidate for the office of Supervisor shall be an elector in the District which the candidate seeks to represent and shall be elected by the electors of such District. Except as otherwise provided in this Charter, candidates shall be nominated and elected pursuant to the general law. The five Supervisorial Districts shall be apportioned by ordinance pursuant to the general law and this Charter. A Supervisor must reside in his or her District during the Supervisor's incumbency.

Section 203. Term of Office.

At each general election, there shall be elected two or three Supervisors, as the case may be, for a term of four years beginning at noon on the first Monday after the first day of January next following their election and ending at noon on the first Monday after the first day of January four years thereafter. Supervisors shall be elected from the First, Third, and Fifth Supervisorial Districts in those years in which a presidential election is held, and Supervisors shall be elected from the Second and Fourth Supervisorial Districts in those years in which a gubernatorial election is held.

However, the term for the Supervisors elected from the First, Third, and Fifth Supervisorial Districts on either March 3, 2020, or November 3, 2020, shall commence at noon on Monday, December 7, 2020, and end at noon on Monday, January 6, 2025. The term for the Supervisors elected from the Second and Fourth Supervisorial Districts on either June 5, 2018, or November 6, 2018, shall end at noon on Monday, January 2, 2023.

Section 204. Term Limits.

No person may serve for more than three terms as Supervisor, regardless of the District represented. Any Supervisor who serves more than one-half of a term, either through election or appointment, shall be deemed for purposes of this section to have served a full term. Any Supervisor who resigns or is removed from office with less than one-half of a term remaining shall be deemed for purposes of this section to have served a full term.

This section shall only apply to those Supervisors who are first elected to the Board of Supervisors after the effective date of this section, and who have not previously served on the Board of Supervisors. Members of the Board of Supervisors who were elected before the effective date of this section may serve only the number of terms allowed at the time of the last election before the effective date of this section.

Section 205. Chair and Vice Chair of the Board of Supervisors.

The Board of Supervisors shall elect from among its Members a Chair and a Vice Chair of the Board of Supervisors. The election, term of office, duties, and removal of the Chair and Vice Chair shall be provided for by ordinance, resolution, or policy of the Board of Supervisors.

Section 206. Powers and Duties of the Board of Supervisors.

The Board of Supervisors has all the powers granted to it by the Constitution of California, the general law, and this Charter. The Board of Supervisors shall exercise such powers and perform such duties as are required by the Constitution of California, this Charter, and ordinance, and by the general law except as otherwise provided in the Constitution of California, this Charter, and any ordinance adopted pursuant to this Charter.

Given the size and complexity of San Bernardino County, the office of Supervisor is recognized as a position that requires a considerable investment of time and due diligence from Board Members in order to effectively fulfill their duties in service to the public. These duties include but are not limited to: ensuring fiscal responsibility; representing the interest of the public during public meetings and hearings of the Board of Supervisors; participating in the response to natural disasters and other emergencies; conducting meetings with members of the public; ensuring that the County is effectively represented with respect to federal, state, and other local government agencies; and reviewing issues impacting the County and its residents, businesses, built and natural environment, and health and safety. The position of Supervisor requires Supervisors to be responsive to the needs of the public on a 24 hours a day, seven days a week basis.

Furthermore, Members of the Board of Supervisors also have duties with respect to, and must attend the meetings of, many other public entities and other entities. Each member of the Board of Supervisors shall serve on such public entity or other entity governing boards, commissions and committees, as designated by or appointed in accordance with, and perform such duties as are required by, the Constitution of California, this Charter, general law, ordinance, or contract, as may be amended from time to time. Such public entities and other entity governing boards, commissions, and committees include, without limitation, as of July 28, 2020, the following:

- Agua Mansa Industrial Growth Association
- Arrowhead Regional Medical Center Joint Conference Committee

- Behavioral Health Commission
- Big Bear Area Regional Wastewater Agency
- Big Bear Valley Recreation and Park District
- Bloomington Recreation and Park District
- Board of Supervisors Governed County Service Areas
- CAL-ID Remote Access Network Board
- California State Association of Counties
- Children and Families Commission (First 5)
- Children's Policy Council
- Crafton Hills Open Space Conservancy
- Head Start Shared Governance Board
- High Desert Corridor Joint Powers Authority
- Indian Gaming Local Benefit Committee
- Indian Wells Valley Groundwater Authority
- In-Home Supportive Services Public Authority
- Inland Counties Emergency Medical Agency
- Inland Empire Economic Partnership
- Inland Empire Health Plan
- Inland Empire Public Facilities Corporation
- Inland Valley Development Agency
- Interagency Council on Homelessness
- Mojave Desert Air Quality Management District
- Mojave Desert and Mountain Recycling Authority
- Morongo Basin Transit Authority
- Mountain Area Regional Transit Authority
- National Association of Counties
- Ontario International Airport Authority
- Omnitrans Board of Directors
- Quad State Local Governments Authority
- San Bernardino County Employees' Retirement Association Board of Retirement
- San Bernardino County Financing Authority
- San Bernardino County Fire Protection District
- San Bernardino County Flood Control District
- San Bernardino County Industrial Development Authority
- San Bernardino County Law Library Board of Trustees
- San Bernardino County Local Agency Formation Commission
- San Bernardino County Transportation Authority
- San Bernardino International Airport Authority
- San Bernardino Municipal Water District Advisory Committee on Water Policy
- Santa Ana River Parkway Policy Advisory Group
- Santa Ana Watershed Project Authority OWOW Steering Committee
- Solid Waste Advisory Taskforce

- South Coast Air Quality Management District
- Southern California Associated Governments
- Southern California Water Coalition
- Successor Agency to the San Bernardino County Redevelopment Agency
- Upper Santa Ana River Washland Management and Habitat Conservation Plan Taskforce
- Urban Counties Caucus
- Victor Valley Economic Development Authority
- Victor Valley Transit Authority
- Victor Valley Wastewater Reclamation Authority

Section 207. Filling of Vacancies.

If there is a vacancy in the office of Supervisor, the remaining Members of the Board of Supervisors shall within 60 days of the effective date of the vacancy either appoint a replacement Supervisor or call a special election. The appointee shall be from among the qualified electors of the Supervisorial District in which such vacancy exists. Nomination and election of a Supervisor shall be by district as provided in Section 202.

If the effective date of the appointment is no less than 130 days from the statewide general election in November of an even-numbered mid-term year of the vacant office, the appointment is provisional to the first Monday after the first day of January next following the election. When making the appointment, the remaining Members of the Board of Supervisors shall call for a special election for this office for the remaining term and shall order the special election to be consolidated with such statewide general election. The special election shall be a single-winner election. The candidate receiving the highest number of votes is elected.

If the effective date of the appointment is less than 130 days from the statewide general election in November of an even-numbered mid-term year of the vacant office, then the appointee shall serve the remainder of the term of the office.

If the remaining Members of the Board of Supervisors do not make an appointment and instead call a special election, the special election shall be held on the next established election date, as defined in Division 1 (commencing with Section 1000) of the Elections Code, that is no less than 130 days from the date that the special election is called. When calling a special election to be held on the next established election date that is no less than 130 days from the date that the election is called, the remaining members of the Board of Supervisors may authorize the election to be conducted wholly by mail, provided that the special election is not held on the same date as a statewide primary or general election or is not consolidated, as defined in Elections Code section 10400, with any other election. The special election shall be a single-winner election. The candidate receiving the highest number of votes is elected.

If the remaining Members of the Board of Supervisors do not make an appointment or call a special election within 60 days of the effective date of the vacancy, then a special election shall be held to fill the vacancy. The special election shall be held on the next established election date, as defined in Division 1 (commencing with Section 1000) of the Elections Code, that is no less than 130 days from the 60th day after the effective date of the vacancy. In the discretion of the Register of Voters, the special election to be held on the next established election date that is no less than 130 days from the 60th day after the effective date of the vacancy may be conducted wholly by mail, provided that the special election is not held on the same date as a statewide primary or general election or is not consolidated, as defined in Elections Code section 10400, with any other election. The special election shall be a single-winner election. The candidate receiving the highest number of votes is elected.

If an election is required pursuant to this section and the date of such election as required by one of the preceding paragraphs of this section would be less than 180 days from the statewide primary election applicable to the Supervisorial District as set forth in Section 203, then notwithstanding such preceding paragraph, the regular nomination and election process shall be followed pursuant to Sections 202, 203, and 204.

Section 208. Compensation of the Board of Supervisors.

Members of the Board of Supervisors shall be paid an annual base salary that is equal to 80 percent of the annual base salary prescribed by law for Judges of the Superior Court of San Bernardino County, and shall be provided, to the extent legally permissible, the regular benefits that are offered to Exempt Group employees in the benefits category for department heads as provided by ordinance.

Thereafter, the annual base salary of the Members of the Board of Supervisors shall be changed at such times and in such percentages as changes made by law to the Judges of the Superior Court of San Bernardino County, except as otherwise provided in this paragraph. Any increase in the salary of the Members of the Board of Supervisors pursuant to this paragraph shall become effective only if such increase is ratified pursuant to an ordinance that is introduced at a noticed public hearing and is thereafter approved. The Board of Supervisors may approve a salary increase that is less than the amount permitted under this paragraph.

Thereafter, the benefits provided to the Members of the Board of Supervisors shall be changed at such times and in such amounts as changes made to Exempt Group employees in the benefits category for department heads as provided by

ordinance, except as otherwise provided in this paragraph. Any increase in the benefits of the Members of the Board of Supervisors pursuant to this paragraph shall become effective only if such increase is ratified pursuant to an ordinance that is introduced at a noticed public hearing and is thereafter approved. The Board of Supervisors may approve a benefit increase that is less than the benefit increase permitted under this paragraph.

The salary and benefits that members of the Board of Supervisors are eligible to receive shall be posted on the County website and accessible from a link located on the home page of the County website.

This section shall only apply to those Supervisors who are elected to the Board of Supervisors after the effective date of this section.

Section 209. Staff Members of the Board of Supervisors.

The staff members of the Board of Supervisors shall serve in the unclassified service at the pleasure of the Board of Supervisors. The terms and conditions of employment of such staff members shall be established by contract approved by the Board of Supervisors. A contract for any such staff members may be terminated without cause, by the individual employing Supervisor or by action of the Board of Supervisors by four votes.

Section 210. Removal of a Supervisor.

Any Supervisor may be removed from office in the manner provided by law.

Section 211. Rules of Order.

The Board of Supervisors shall adopt by ordinance, from time to time, rules of order for the conduct of meetings of the Board of Supervisors.

ARTICLE III: OTHER ELECTIVE COUNTY OFFICERS

Section 301. Elective County Officers.

Article III applies to all elective County officers other than the Members of the Board of Supervisors. The elective County officers shall be:

Assessor

Auditor

Coroner

County Superintendent of Schools

District Attorney

Public Administrator

Recorder

Sheriff

Tax Collector

Treasurer

Section 302. Powers and Duties.

Each elective County officer shall have the power and perform the duties now or hereafter prescribed by the general law, except as otherwise provided in this Charter or by an ordinance adopted pursuant to this Charter, and shall have and perform such other powers and duties as are prescribed in this Charter or by ordinance adopted pursuant to this Charter.

Section 303. Elections and Term of Office.

The term of office of each elective County officer is four years. All elective County officers shall be elected at the general election at which the Governor is elected, and shall take office at noon on the first Monday after the first day of January next succeeding their election and shall hold office until their successors are elected or appointed and qualified, unless sooner removed as provided by this Charter. All such elective County officers shall be nominated and elected in the manner provided by general laws for the nomination and election of such officers.

Section 304. Consolidation and Segregation of Elective County Offices.

The Board of Supervisors may, by ordinance, consolidate any two or more County offices or may separate any offices now or hereafter consolidated. In the event of consolidation of an elective office with an appointive office, such consolidated office shall be filled in the same manner in which the elective office is filled.

Section 305. Removal of Elective Officers.

Any elective County officer may be removed from office in the manner provided by law. Any elective County officer other than a Supervisor may be removed by a four-fifths vote of the Board of Supervisors, for cause, after such officer has been served with a written statement of alleged grounds for such removal, and such officer has been given a reasonable opportunity to be heard in the way of explanation or defense.

For the purposes of this section, cause is defined as: a flagrant or repeated neglect of duties; a misappropriation of public property; a violation of any law related to the performance of the officer's duties; or a willful falsification of a relevant official statement or document.

Section 306. Filling of Vacancies.

If there is a vacancy in an elective office, the Board of Supervisors shall within 60 days of the effective date of the vacancy either appoint a replacement or call a special election. Nomination and election of the elective County officer shall be as provided in Section 303.

If the effective date of the appointment is no less than 130 days from the statewide general election at which the United States President is elected, the appointment is provisional to the first Monday after the first day of January next following the election. When making the appointment, the Board of Supervisors shall call for a special election for this office for the remaining term and shall order the special election to be consolidated with such statewide general election. The special election shall be a single-winner election. The candidate receiving the highest number of votes is elected.

If the effective date of the appointment is less than 130 days from the statewide general election at which the United States President is elected, then the appointee shall serve the remainder of the term of the office.

If the Board of Supervisors does not make an appointment and instead calls a special election, the special election shall be held on the next established election date, as defined in Division 1 (commencing with Section 1000) of the Elections Code, that is no less than 130 days from the date that the special election is called. When calling a special election to be held on the next established election date that is no less than 130 days from the date that the election is called, the Board of Supervisors may authorize the election to be conducted wholly by mail, provided that the special election is not held on the same date as a statewide primary or general election or is not consolidated, as defined in Elections Code section 10400, with any other election. The special election shall be a single-winner election. The candidate receiving the highest number of votes is elected.

If the Board of Supervisors does not make an appointment or call a special election within 60 days of the effective date of the vacancy, then a special election shall be held to fill the vacancy. The special election shall be held on the next established election date, as defined in Division 1 (commencing with Section 1000) of the Elections Code, that is no less than 130 days from the 60th day after the effective date of the vacancy. In the discretion of the Register of Voters, the special election to be held on the next established election date that is no less than 130 days from the 60th day after the effective date of the vacancy may be conducted wholly by mail, provided that the special election is not held on the same date as a statewide primary or general election or is not consolidated, as defined in Elections Code section 10400, with any other election. The special election shall be a single-winner election. The candidate receiving the highest number of votes is elected.

If an election is required pursuant to this section and the date of such election as required by one of the preceding paragraphs of this section would be less than 180 days from the statewide primary election vacant office, then notwithstanding such preceding paragraph, the regular nomination and election process shall be followed pursuant to Section 303.

Section 307. Staff Members of the Elective County Officers.

Staff members of the elective County officers, at the level of assistant department head or its equivalent level, shall serve in the unclassified service at the pleasure of the appointing elective County officer and in that elective officer's sole discretion. Except for the offices of Sheriff and District Attorney, qualifications for all staff members in the unclassified service of elective County officers shall be established by the elective County officer and approved by the Board of Supervisors. The persons to be appointed as Undersheriff shall be certified by the California Commission on Peace Officers Standards and Training (POST) and the persons to be appointed as Assistant District Attorney shall be a member in good standing of the State Bar of California. This section shall not apply to the staff of the County Superintendent of Schools.

Section 308. Compensation of Elective County Officers.

The annual salaries of elected County Officers, excepting that of the County Superintendent of Schools and other than Members of the Board of Supervisors, shall be set by, but shall never exceed, the average of the salaries paid to corresponding officers in the following California Counties: Riverside, Kern, San Diego, Orange and Ventura. The salaries shall be computed each year on December 1 as follows: On December 1, 1985, 70 percent of the average, on December 1, 1986, 80 percent of the average, on December 1, 1987, 90 percent of the average, and on December 1, 1988, and thereafter, 100 percent of the average; provided, however, that on December 1, 1989, and each December 1 thereafter, regardless of the amount of increase in the average salaries from the other counties, no increase shall exceed 4 percent of the annual salary of the elected officer unless submitted to and approved by the voters of the County at a County-wide election. Where no comparable offices exist in a majority of named counties, the salary of the office shall be adjusted by the average of the percentage adjustments of the other county officers governed by this section. No provision of this amendment shall provide retroactive benefits. No salary adjustment shall be made on December 1, 1985, for any elected official whose salary has been adjusted since November 7, 1978, but such salaries shall be adjusted thereafter in

accordance with this section. This section is intended to operate as a continuous application of the third paragraph of Section 1 of Article VI of the County Charter of 1913.

The salary and benefits that elective County officers are eligible to receive shall be posted on the County website and accessible from a link located on the home page of the County website.

ARTICLE IV: APPOINTIVE COUNTY OFFICERS

Section 401. Appointive County Officers.

The appointive County officers shall be:

Chief Executive Officer

Clerk of the Board of Supervisors

County Clerk

County Counsel

The Board of Supervisors shall appoint the above-identified County officers. The appointive officers of the County shall also be any such officers as are otherwise required by this Charter, the general law, or ordinance. The Chief Executive Officer shall appoint all other appointive County officers, unless such appointment authority is designated by the Constitution of California, the general law, or by ordinance.

Section 402. Powers and Duties.

Each appointive County officer shall have the power and perform the duties now or hereafter prescribed by the general law, except as otherwise provided in this Charter or by ordinance, and shall have and perform such other powers and duties as are prescribed in this Charter or by ordinance.

Section 403. County Officer Appointing Assistants and Others.

Each appointive County officer shall be the appointing authority for all assistants, deputies, clerks, and other persons employed or serving in his or her office, except as otherwise provided by the general law, this Charter, or by ordinance.

Section 404. Boards and Commissions.

The Board of Supervisors may by ordinance create such boards and commissions as in its judgment are required and may grant to them such powers and duties as are consistent with this Charter and the general law. The ordinance may provide for the number of members of the board or commission, the manner of appointment, term of office, qualifications of members, the remuneration of members, and any other necessary provisions.

ARTICLE V: PERSONNEL

Section 501. Number, Duties, and Compensation.

The Board of Supervisors shall establish, where not otherwise expressly provided by the general law or this Charter, the number, qualifications, appointment, powers, and duties of all County officers and employees. Compensation of officers and employees shall be established by ordinance, resolution, memorandum of understanding, or contract. All such officers and employees, except those designated by the Board of Supervisors by ordinance, shall be in the classified service of the County and subject to civil service rules and regulations. Nothing herein shall be deemed to impinge upon any authority otherwise conferred by law upon an officer to appoint deputies. Nothing herein contained shall be deemed to limit the authority of the Board of Supervisors to employ persons for positions in the unclassified service.

Section 502. Civil Service System.

The Board of Supervisors shall by ordinance establish a civil service system. The purpose of the civil service system is to provide the County government with a productive, efficient, and stable workforce. The Board of Supervisors shall by ordinance prescribe civil service rules and regulations.

ARTICLE VI: ETHICS AND ELECTION INTEGRITY

Section 601. Responsibilities of Public Office.

County officers and employees shall uphold the Constitution of the United States, the Constitution of California, and this Charter, and shall carry out impartially the laws and regulations of the United States, California, and the County. County officers and employees shall discharge faithfully their duties, recognizing that the public interest is paramount.

Section 602. Training to County Officers and Employees.

The Board of Supervisors shall establish by ordinance training requirements pertaining to ethics, the prohibition of discrimination and harassment, the prohibition of nepotism, and other areas of ethics pertinent to public service.

Section 603. Ethics Training for the Staff of Elective Officers.

Staff members of the Board of Supervisors, and staff members of other elective County officers at the level of assistant department head or its equivalent level, shall receive the same ethics training as is provided to the members of the Board of Supervisors and other elective County officers pursuant to the general law.

Section 604. Campaign Finance Regulations.

The Board of Supervisors shall establish by ordinance campaign contribution limits and other campaign finance regulations, and effective enforcement procedures thereof.

Section 605. Campaign Transparency.

The Board of Supervisors shall by ordinance provide that campaign statements required by the Political Reform Act may be filed electronically with the Registrar of Voters, and that copies of such statements shall be posted electronically in a location convenient to the public.

Section 606. Redistricting Commission.

The Board of Supervisors shall establish by ordinance a redistricting commission. The commission shall be either advisory or independent. The commission shall ensure that, when Supervisor district boundaries are redrawn, public input is effectively solicited and considered, the Voting Rights Act and other laws are complied with, neighborhood and community interests are considered, the interests of stakeholders are considered, and the process is transparent.

Section 607. Lobbyists.

The Board of Supervisors shall establish by ordinance requirements regarding lobbyist transparency.

ARTICLE VII: MISCELLANEOUS

Section 701. Limitation on Exercise of Eminent Domain.

The County may not exercise the power of eminent domain to acquire property from any private owner thereof, without such owner's consent, when the purpose of the acquisition is to convey the property so acquired to any private party. As used in this section, "owner" means the owner or owners of the fee title interest in the property to be acquired.

Section 702. Charter Review.

The Board of Supervisors shall convene a Charter Review Committee within 10 years of the effective date of this Charter and within 10 years of the last Charter review thereafter. The Charter Review Committee shall review the Charter and, after at least two public hearings, make recommendations for amendments to or revisions of this Charter to the Board of Supervisors.

Section 703. Referendum of Ordinances.

Ordinances adopted by the Board of Supervisors, not otherwise exempt under State law, shall be subject to referendum prior to their effective dates in accordance with the general law.

Section 704. County Code Review.

The Board of Supervisors shall establish by ordinance a procedure through which the County Code of Ordinances may be reviewed on an annual or other periodic basis for purposes of efficiency, completeness, and effectiveness. Such reviews will be presented in public at a meeting of the Board of Supervisors.

Section 705. Review of Orders of the County Health Officer.

All orders issued by the County Health Officer addressed to the public at large shall be reviewed by the Board of Supervisors at a public meeting within 30 days of issuance.

Section 706. Emergency Preparedness.

The County shall establish and maintain a discretionary strategic stockpile of vital supplies, equipment, and such other properties needed for the protection of life and property in the event of a natural, biological, infectious disease, or any other disaster or emergency.

Section 707. Severance Clause.

If a provision of this Charter or its application to any person or circumstance is held to be invalid or unconstitutional, the validity or constitutionality of the remaining portions of this Charter or the application of the provision to other persons or circumstances shall not be affected.

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

Behavioral Health Continuum Infrastructure Program (BHCIP)
Round 5: Crisis and Behavioral Health Continuum
Grant Application – Due February 13, 2023

1. Please provide organization information: Agency Information:

Project Title	Comprehensive Treatment Campus
Amount Requested	\$51,731,501
Match Value:	\$12,460,446

2. Please provide organization information: Agency Information:

Applicant Information	
First Name	San Bernardino County
Last Name	Department of Behavioral Health
Phone Number	(909) 388-0805
Email Address	Jennifer.Alsina@dbh.sbcounty.gov

3. Please provide organization information: Agency Information:

Organization Information	
Name of City, County, Agency, Tribal Entity, or Organization	San Bernardino County Department of Behavioral Health
Street Address (1)	303 E. Vanderbilt Way
Street Address (2)	
City	San Bernardino
State	CA
ZIP Code	92415
County	San Bernardino
Phone Number	(909) 388-0805
Fax	(909) 890-0435
Website	https://wp.sbcounty.gov/dbh
Federal Tax ID (EIN)	95-6002748
UEI Number	PNJMSCHTMVF7

4. Lead Authorized Representative:

Lead Authorized Representative	
First Name	Georgina
Last Name	Yoshioka
Phone Number	(909) 252-5142
Title	Director
Email Address	Georgina.Yoshioka@dbh.sbcounty.gov

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

5. Please Identify Fiscal Agent

Lead Authorized Representative	
First Name	Tan
Last Name	Suphavarodom
Phone Number	(909) 388-0826
Title	Deputy Director
Email Address	Tan.Suphavarodom@dbh.sbcounty.gov

6. Please Identify Project Director

Lead Authorized Representative	
First Name	Jennifer
Last Name	Alsina
Phone Number	(909) 388-0805
Title	Deputy Director
Email Address	Jennifer.Alsina@dbh.sbcounty.gov

7. What type of entity is the lead applicant? If nonprofit corporation, please provide evidence of nonprofit status.

- ☒ Behavioral Health County Agency
☐ Other County Agency
☐ City
☐ Tribal Entity
☐ Nonprofit Corporation
☐ For-Profit Corporation

8. Is there a co-applicant?

- ☐ Yes
☒ No

9. Please describe the applicant's experience working with the target population (No word limit).

San Bernardino County Department of Behavioral Health (DBH) delivers services through a robust continuum of care comprised of department-run programs with nearly 1,500 employees, in addition to over 400 contracts with community organizations, other county departments, state agencies, law enforcement partners, and more. The site of the project proposed herein has been operated by a contract provider with DBH since 1990, offering a comprehensive system of substance use disorder (SUD) care that includes residential treatment for SUD, withdrawal management (detox), clinic-based outpatient treatment for SUD, a recovery center, and multiple recovery residences. Thus, DBH has extensive experience delivering services at this location through the facilities proposed for rehabilitation and expansion. DBH has decades of experience establishing services from the ground-up, including the proposed levels of care offered in the Comprehensive Treatment Campus. DBH also has a well-established history of monitoring Medi-Cal services offered through contract providers. Monitoring includes providing technical assistance with programming, regulation compliance, and managing complex client cases. DBH has over 75 contracts with community-based organizations with multiple locations specific to substance use disorder/co-occurring enhanced services, in the Drug Medi-Cal Organized Delivery System.

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

DBH is also experienced in acquiring and operating facilities to house new programs. Between 2014 and 2016, DBH was the recipient of Investment in Mental Health Wellness (IMHW) grant funds awarded through the California Health Facilities Financing Authority. These awards funded the construction of four (4) new Crisis Residential Treatment programs, strategically placed in four (4) disparate regions of the county, and two (2) new Crisis Stabilization Units, centrally located in two (2) of the county's most populated regions.

In this proposal, DBH presents its plans for ground-up construction of a comprehensive treatment campus to serve youth in one wing and adults in another. The youth campus will include a Psychiatric Residential treatment Facility (PRTF), an adolescent residential SUD treatment facility, and a Community Wellness Center (CWC) serving youth in both programs in addition to their families and/or other collateral supports who may benefit from DBH services. The adult campus will include standalone expansions of the existing adult residential SUD treatment and withdrawal management facilities, in addition to the development of a new outpatient SUD treatment facility.

The target population for the PRTF will be adolescents aged 12 to 17 for whom (a) intensive home-based or community-based services are not sufficient, and (b) psychiatric hospitalization is inapplicable as they are not at sufficient risk for harming themselves or others. As a nonhospital inpatient facility, the PRTF requirements are well designed to meet the needs of this population, and San Bernardino County DBH has extensive experience working with children and youth in such a high state of need. The target population for the adolescent SUD residential treatment facility will be adolescents who need intensive motivating strategies in a 24-hour structured program, live in an environment that is dangerous to recovery, and/or require residential treatment to promote recovery goals or for protection. Both of these new programs will be closely connected to DBH's four (4) contracted Crisis Stabilization Units (CSU), which will function as the primary referral source for the PRTF and a significant referral source for the residential facility. In FY 2021-2022, the CSUs served 1,031 youth, 148 (14.35%) of whom presented with co-occurring mental health and SUD diagnoses. These new programs, therefore, will add a new layer to the safety net DBH provides for youth who are already in its continuum of care.

Currently, DBH operates or contracts with nine (9) outpatient clinics that can provide SUD services to youth, three (3) juvenile drug court programs, and one (1) out-of-county youth SUD residential program within the County's Drug Medi-Cal Organized Delivery System. DBH also currently contracts with 36 providers for Medi-Cal funded Specialty Mental Health Services (SMHS) at 70 different Short Term Residential Therapeutic Programs (STRTPs). DBH also operates a 24-hour call center that fielded over 44,000 calls for substance use disorder/co-occurring disorder treatment services in Fiscal Year (FY) 2021-2022. Additionally, DBH maintains Alcohol and Drug Counselors (ADC) co-located within San Bernardino County's Department of Children and Family Services who screen, link, and refer both adults and youth to the SUD continuum of care. This enables access for the vulnerable justice- and child welfare-involved youth populations, in addition to their families and/or other adult collateral supports. DBH was also the first County Mental Health Plan (MHP) to open a CRT specifically designed to serve the young adult population (i.e., aged 18 to 25) in 2011. The manager involved in opening this Transitional Aged Youth (TAY) CRT in 2013 will be involved in the identification of an appropriate CBO to open and operate the PRTF in conjunction with DBH. As with this TAY CRT, San Bernardino County will again serve as a pioneer in the delivery of behavioral health care, integrating a PRTF in the formative stages of state-issued requirements and regulations.

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

The target population for adult residential SUD treatment includes adults who, because of specific functional limitations, need safe and stable living environments in order to develop and/or demonstrate sufficient recovery skills so they do not immediately relapse or continue to use in imminently dangerous manner upon transfer to a less intensive level of care. A portion of the proposed adult residential SUD beds will be ASAM 3.2WM designated and serve individuals who require a moderate withdrawal and can safely be managed at this level of care. These individuals may require withdrawal management from opioids, stimulants, or alcohol in a setting in which medical protocols are in place to determine when a transfer to a medically monitored facility or acute care hospital is necessary. In FY 2021-2022 5,187 unduplicated consumers were served in DBH's SUD continuum of care and received multiple services, accounting for 9,236 episodes of SUD services throughout the year. Of these unduplicated consumers, 1,674 (32%) were from the High Desert region, wherein this project is proposed.

As stated, DBH has decades of experience linking consumers with and operating SUD treatment programs, with a diverse countywide network of care that includes 24/7 beneficiary access to SUD screening assessments and referrals, residential treatment, withdrawal management, outpatient treatment, drug court programs, intensive outpatient treatment, perinatal treatment, Narcotic Treatment Programs (NTP), recovery services, and Driving Under the Influence (DUI) programs. The expansions herein would increase DBH's existing SUD withdrawal management capacity by 300% and existing adult SUD residential treatment capacity by over 70%, in addition to new implementation of SUD outpatient treatment, currently unavailable at this site.

- 10. Facility Category:** Please select the category of the facility according to requirements of eligible projects outlined in the RFA in Section 3.3: Eligible Facilities. Applicants should discuss project types during the pre-application consultation. Do not double count beds or slots.

Outpatient Behavioral Health Services:

Facility Type(s)	Annual Slot Count (Current)	Annual Slot Count (Added)	Annual Slot Count (Total)
Office-Based Outpatient Treatment	0	225	225

Residential Crisis Services

Facility Type(s)	Existing Residential Beds	Expanded Residential Beds
Adult Residential SUD Treatment Facility with Incidental Medical Services (IMS) and BHCS/ASAM Level of Care 3.5 Designation only or with DHCS Level of Care 3.2 WM Designation only	6	24
Psychiatric Residential Treatment Facility	0	14

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

Residential Behavioral Health Services

Facility Type(s)	Existing Residential Beds	Expanded Residential Beds
Adolescent Residential SUD Treatment Facility	0	16
Adult Residential SUD Treatment Facility	54	92

- 11. Community Wellness Center:** If your facility is a community wellness center, please indicate whether it will provide mental health and/or SUD treatment.

Facility Type(s)	Annual Slot Count (Current)	Annual Slot Count (Added)	Annual Slot Count (Total)
Mental Health	0	100	100
SUD Treatment	0	275	275
Wellness/Prevention	0	300	300
Other	0	0	0

- 12.** Estimate the racial and ethnic populations you will serve. (Whole numbers only and percentages must add up to 100%.)

- African American/Black: 13%
- Asian American/Pacific Islander: 1%
- Latino/Hispanic: 35%
- Native American/Alaska Native: 3%
- White: 43%
- Mixed race: 0%
- Other: 5% (please specify below and limit your response to a paragraph)

The DBH Electronic Health Record (EHR) currently captures the racial and ethnic populations listed above. The "Other" category indicates consumers for whom race/ethnicity are unknown.

- 13. Project Site Information:** Enter the street address of the proposed project. For new ground-up construction, enter the APN# or Parcel ID if no address has been assigned. Abbreviate as follows: Rd., St., Pl., Blvd., Ave.

Project Summary (Physical Location of Proposed Project)	
Address Line 1	13333 Palmdale Rd.
Address Line 2	
City	Victorville
State	CA
ZIP Code	92392
County	San Bernardino County
Parcel/APN#	3105-191-11
Congressional District	8

- 14.** Please provide a narrative description of the proposed project, including the structural plan for the facility and all planned services.

- Youth Campus Structural Plan:

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

- A 14-bed Psychiatric Residential Treatment Facility (PRTF) for youth and a 16-bed Adolescent Residential Treatment Facility. Each facility is equipped with: a family visitation room, therapy room, medical exam and office space, living and dining rooms and a library (Building F, 10,944 square feet each).
- A Community Wellness Center (CWC) is also included in the youth campus where this facility includes: a multi-purpose court, activity room, outdoor patio with gardening area and equipped with multi-media (Building H, 13,662 square feet). The youth campus is fenced with its own parking area with a rolling gate.
- Youth Campus Planned Services:
 - Psychiatric Residential Treatment Facility (PRTF): The PRTF will include all services which will be outlined in the forthcoming regulations. As a nonhospital inpatient mental health program, it is understood that this will include, but not be limited to, a complete assessment of needs and implemented treatment plan within 72 hours of admission. Both the assessment, planning, and implementation of services will be provided by the multidisciplinary team and consistent with the Integrated Core Practice Model (ICPM). The treatment plan will be reviewed, minimally, every ten days. The specific services provided will include, but not be limited to, psychiatric care, nursing care, therapy (e.g., individual, group, and family), rehabilitation activities, collateral services to significant others, and care coordination. The care coordination provided will be similar to Intensive Care Coordination (ICC); however, it is expected that any foster youth will already have an ICC Coordinator and the PRTF staff will not be needed to fulfill this role. The services provided will primarily focus on stabilizing the youth's mental health needs and coordinating care such that services may continue in either a home setting or an STRTP.
 - Adolescent Residential Treatment Facility: The adolescent residential treatment facility is a structured 24-hour therapeutic facility that serves adolescents (ages 12-17 years old), who meet ASAM Criteria for residential treatment levels 3.1 and 3.5. Services include: group/individual counseling, alcohol and drug education, medication assisted treatment, relapse prevention, case management, family and parenting education and approaches, crisis intervention and daily living skills. Recovery skills are also offered in each level of care to promote recovery skills throughout the treatment process with the goal of sustaining long-term recovery after treatment. This co-occurring enhanced program offers psychiatric services, medical evaluation and laboratory services. Evidence based programming is included and recreational activities are included and adapted to the client's developmental stage and level of comprehension, understanding and physical abilities. These recreational activities are included in treatment and physically offered through the Community Wellness Center.
 - Community Wellness Center (CWC): the CWC will offer wellness services/classes such as: yoga, cultural activities, peer support, mentoring, physical activity to promote healthy coping skills, prevention/early intervention activities and family engagement services. Families of youth are encouraged to engage in the services offered through the CWC as part of the adolescent's treatment but also to inform families of the additional services offered through the Comprehensive Treatment Campus. The CWC has the ability to identify service needs, problem identification and linkage to treatment. The adolescents that engage in the adolescent residential treatment facility may have family history/family current use of substance use/abuse. The CWC will serve as a safe space without judgment to facilitate treatment for the whole family when needed. Treating the whole family is not only important

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

for the parent/caregiver but also for the adolescent as they will be returning to the home, this will allow for a healthy recovery environment once the adolescent completed treatment.

- **Adult Campus Structural Plan:**
 - **SUD/Co-Occurring Residential Treatment Facilities Structural Plan:** The residential facilities consist of two floorplans, the first is “Building A,” a 1,740 square foot facility that includes four-bedrooms, a common area, four bathrooms, a courtyard and kitchen/dining area. “Building B” is a 2,894 square foot apartment-style facility that includes eight bedrooms, four bathrooms, four kitchen areas, a common area and a porch and courtyard area. There are two “Building A” buildings and one “Building B” building that will serve as residential treatment and can accommodate (36) beds total. Please note, all treatment services will be offered on the existing main campus that is equipped with treatment space such as group and individual office space.
 - **Withdrawal Management Structural Plan includes:** The withdrawal management facilities consist of two (2) “Building G” facilities. Each facility includes 12- individual bedrooms, four (4) bathrooms, a lounge and television area, dining area, hallways, two (2) laundry areas, a nurse’s station that can accommodate two staff stations with client seating, storage and patio area. These two (2) “Building G” facilities can accommodate 24-beds total. Please note: meals are prepared on the main campus in the cafeteria and taken to the residents in withdrawal management facilities.
 - **Outpatient/Intensive Outpatient Facility Structural Plan:** The outpatient/intensive outpatient facility is a 6,840 square foot facility with eight (8) offices, three (3) large classrooms/group rooms, a lobby, a conference room, a multi-stall restroom and separate individual restrooms to serve as a urinalysis laboratory, break room, storage area and an attached vestibule from the classrooms to the exterior (Building C).
- **Adult Campus Planned Services:**
 - **SUD/Co-Occurring Residential Treatment Facilities Planned Services:** thirty-six (36) co-occurring enhanced residential treatment beds targeting the adult population. This program is a 24-hour therapeutic community designed to serve adults over the age of 18 years. Services include ASAM levels 3.1, 3.3 and 3.5 residential levels of care, clinical hours per week range in these levels of care from 5 to 20 clinical hours, based on individualized client needs. Clients have the ability to self-administer medications as the facility will be Incidental Medical Services (IMS) certified through the Department of Health Care Services. Group/individual counseling, alcohol and drug education, medication assisted treatment, relapse prevention, case management, family and parenting education and approaches, crisis intervention and daily living skills. Recovery skills are also offered in each level of care to promote recovery skills throughout the treatment process with the goal of sustaining long-term recovery after treatment.
 - **Withdrawal Management Planned Services:** 24-withdrawal management units will be offered in these facilities where 24-hour safe monitoring of the detoxification process is the primary service. Clients are monitored every half-hour for regular breathing and vitals. Clients have the ability to self-administer medications as the facility will be Incidental Medical Services (IMS) certified through the Department of Health Care Services. Services include: medical evaluation, consultation, withdrawal support for the client and families of the client, individualized treatment planning, a physical exam, daily assessment of the client’s progress and transition/discharge to the next level of care. Recovery skills are also offered in each level of care to promote recovery skills throughout the treatment process

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

- with the goal of sustaining long-term recovery after treatment. Staffing includes Alcohol and Drug Counselors and nursing staff, under the direction of the facility Medical Director.
- Outpatient/Intensive Outpatient Facility Planned Services: Early Intervention and Outpatient/Intensive Outpatient services are provided in this facility, based on medical necessity. Counseling services are provided to clients (between six to nineteen hours a week) through structured programming. All services utilize the ASAM Criteria and a biopsychosocial assessment to determine services needed and length of stay during treatment planning. Services include: Group counseling, Individual counseling, alcohol and drug education, medication assisted treatment, relapse prevention, case management, Family therapy, client education, crisis intervention and daily living skills. Recovery skills are also offered in each level of care to promote recovery skills throughout the treatment process with the goal of sustaining long-term recovery after treatment. Outpatient and Early Intervention Levels 0.5, 1 & 2 will be provided and are Drug Medi-Cal reimbursable.

15. Describe how the proposed project will expand service capacity for crisis and/or behavioral health facilities. (Limit 500 words) (462 words)

This project will expand both crisis and behavioral health services in both the local community and the entire county. No equivalent to either residential facility proposed for youth exists in San Bernardino County at this time. Currently, county residents may access crisis services through DBH's mobile response teams, community outpatient clinics, or one of four (4) contracted Crisis Stabilization Units (CSUs). While there are local emergency rooms in the High Desert community, there are no inpatient mental health programs or youth SUD residential services. In FY 2021-2022, over 100 children and adolescents presented to the county hospital, Arrowhead Regional Medical Center (ARMC), Emergency Department (ED) seeking inpatient treatment, 30% of whom waited in the ED for longer than five (5) days due to limited bed availability. The adolescent treatment facilities herein would therefore reduce the likelihood of continued placement challenges in serving this population.

The PRTF and SUD residential programs will provide a needed safety net to the youth throughout the county and enhance the existing capacity for services. DBH currently operates and/or contracts with nine (9) outpatient clinics that provide SUD services to youth, and three (3) juvenile drug court programs. DBH also has an extensive system of care for children and youth that includes contracts for Wrap-Informed Full-Service Partnerships and with 70 different Short Term Residential Therapeutic Programs (STRTPs). However, many youth specifically need a residential program to stabilize them to the point that these other services may be effective. Without these new programs, there will continue to be no residential programs in the county to meet this need.

Additionally, locating a Community Wellness Center (CWC) on the campus will facilitate access for the families impacted by the high needs experienced by the youth. The CWC will provide mental health, SUD, and prevention services to the families at their time of highest need and then be integrated into the family's aftercare services after the crisis is resolved.

Finally, for those adults with more acute SUD residential needs, the planned expansions to DBH's Withdrawal Management facilities will enhance San Bernardino County's ability to engage more individuals with acute SUD needs, offering both intensive Withdrawal Management and the stepdown to co-located adult residential SUD treatment. Withdrawal Management currently records a waiting period of approximately 35 days to

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

placement, which drastically increases the consumer's risk of overdose or other complication while unable to recover in a safe and stable environment. This data is only reflective of consumers who are willing to wait for this level of care. The Comprehensive Treatment Campus will add 36-additional residential treatment beds and 24-withdrawal management beds allow San Bernardino County to expand services by serving an additional 432 adults in residential treatment (30-day average length of stay) and 1,248 adults in withdrawal management (7-day average length of stay).

- 16. Licensing and Certifications:** List any behavioral health licensing, certifications, and/or accreditations required at the federal, state or local level to operate the planned program services. More lines will appear as needed (max 10):

Name of License/Cert	Currently Held?	Status	Fed/State/Local?
Drug Medi-Cal Certification/ASAM Designation 3.1,3.3, 3.5, 3.2WM (Adult)	Yes	Current	State
Incidental Medical Services	Yes	Current	State
Alcohol and Other Drug Certification	Yes	Current	State
Drug Medi-Cal Certification/ASAM Designation 1.0, 2.0	No	N/A	State
Clinical Laboratory Improvement Amendments (CLIA)	No	N/A	State
Drug Medi-Cal Certification/ASAM Designation 3.1, 3.5 (Adolescents)	No	N/A	State
Community Care License (on-site daycare)	Yes	Current	State
Community Care License (Adolescent treatment facilities)	No	N/A	State
Psychiatric Residential Treatment Facility (PRTF) License	No	Will apply once available	State
Medi-Cal Certification for PRTF	No	Will apply once available	State

- a. List all behavioral health licensing, certifications, and/or accreditations your organization currently holds that are required by the state and/or at the local level to operate a program.

American Society of Addiction Medicine (ASAM) designations 3.1, 3.3, 3.5 residential, 3.2 withdrawal management (WM), 1.0, and 2.0 outpatient/intensive outpatient (IOT). Alcohol and Other Drug (AOD) certification. Drug Medi-Cal certification. Incidental Medical Services (IMS) certification. Clinical Laboratory Improvement Amendments (CLIA) waived laboratories. Community Care Licensing

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

(CCL) license for onsite daycare. All certifications are currently held by the existing contract provider delivering withdrawal management and adult SUD residential services at the proposed project site. A new service provider from DBH's existing residential provider network will be selected upon the closing of the Purchase and Sale Agreement. The new service provider will renew all certifications.

- b. List all behavioral health licensing, certifications, and or accreditations that are required by the state or at the local level to operate the proposed project that your organization does not currently hold.

As Psychiatric Residential Treatment Facility regulations and requirements are as yet in progress, DBH commits to obtaining all requisite licenses and certifications specified in finalized guidance from the applicable licensing agencies, which may include, but not be limited to, the Department of Health Care Services and the California Department of Social Services, Community Care Licensing Division. Similarly, upon approval and in constructing and implementing the adolescent residential SUD treatment facility, DBH will follow standard procurement policy and select an appropriate Community-Based Organization (CBO) to open and operate this PRTF. The selected vendor will obtain all requisite permits and licenses for this facility and program.

- c. List relevant licensing and certification numbers and named holders as applicable.

Licenses and certifications for existing programs are held by the current contract provider, St. John of God. Upon subsequent procurement, licenses and certifications will be renewed under the name of the selected contract provider.

- 17. State Priorities:** Identify each of the States Priorities your project is targeting (RFA Section 1.1), and describe how the project will meet these priorities.

- ☒ Invest in behavioral health and community care options that advance racial equity

San Bernardino County is home to 2.2 million residents from diverse communities of color and culture. Approximately 50% of the county's residents identify as ethnically Latino, which may be of any race. Among the remaining non-Latino residents, 8.5% are African American/Black, 6.3% are Asian or Pacific Islander, 32.9% are Caucasian/White, 0.4% are Native American and 2.3% identify with a race not listed. 55.5% of San Bernardino County residents speak only English, 44.5% of residents speak a language other than English. 28.8% of residents speak Spanish and 10% of residents speak Asian or Pacific Islander languages. Approximately 68% of individuals who have sought services through the contracted provider currently operating at this proposed project site identified as nonwhite in the last Fiscal Year. Therefore, these projects serve to advance racial equity by expanding access to behavioral health services in a county where a significant percentage of residents come from diverse backgrounds.

- ☒ Seek geographic equity of behavioral health and community care options

Residential services for youth are currently unavailable in San Bernardino County, which spans 20,105 square miles and hosts a population of approximately 2.2 million, an estimated 26% of whom are under the age of 18. Of all of the residents in the County, over 385,000 reside in the High Desert region where this proposed Comprehensive Treatment Campus will be located. The current contract provider for adolescent residential SUD services is outside of the county, 60 miles from the proposed site, between 1 and 4.5 hours away from potential residences in the county, and records a waitlist duration of 35 days, on average. As Psychiatric Residential Treatment Facilities (PRTF) are a new treatment option in California, no such facilities exist anywhere in the state at this time. Therefore, the establishment of both facilities represents a significant stride towards geographic equity for the youth population in need of residential services.

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

Additionally, the High Desert region represents 30% of all consumers, adult and adolescent, served throughout the SUD continuum of care and is the highest referring region to SUD services countywide. Expanding residential and outpatient SUD services in this region therefore enhances geographic equity for this high-referral region. Available services at this site will also include ASAM 3.3 residential treatment availability, a need highlighted in “Assessing the Continuum of Care.” Only 36 facilities in California offer this level of care, and half of these facilities are in Los Angeles County. San Bernardino County currently does not have in-county access to ASAM 3.3 level of care. As stated, distance to the out-of-county provider that offers this level is 1 to 4 hours away, depending on where the beneficiary resides in the county. Only 54 SUD residential beds and six (6) withdrawal management beds, serving only adults, are available in the high-desert region; however, this region represents the highest need for these services in the County. Furthermore, ASAM level 3.3 services are only available in 36 locations statewide, as referenced in the state’s needs assessment. Upon renewal of the adult residential treatment contract, the existing facilities in addition to the proposed expansion will offer 3.3 in addition to the existing 3.1 and 3.5 services, thus addressing this need and furthering geographic equity for this level of care. The Comprehensive Treatment Campus will address the geographic and transportation barriers to this level of care by bringing much-needed services to within county borders and expanding withdrawal management/residential bed capacity to meet the demand in the highest referring/highest need region of the county.

☒ Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth

According to DHCS’s “Assessing the Continuum of Care,” approximately 90% of adults with SUD begin using substances prior to the age of 18, and mental health ED visits among adolescents increased 31% from 2019 to 2020. As stated, no residential services for this population are currently available within San Bernardino County. The incorporation of the PRTF and adolescent SUD residential facilities therefore meets this priority of addressing an urgent gap in the continuum of care for the youth population.

Furthermore, for adults, the County’s projected utilization of residential treatment services countywide is three (3) times larger than the current capacity, per the State of California’s Network Adequacy methodology. The County’s current capacity for residential treatment services is 544 Medi-Cal beneficiaries countywide; however, projected utilization is 1,693 beneficiaries. The County’s projected utilization of SUD outpatient treatment services countywide is two (2) times larger than current capacity of is 1,576 beneficiaries at a projected utilization of 3,715. This inability to match anticipated capacity represents a significant gap that the expansions proposed herein would serve to fill.

As stated, Withdrawal Management currently records a waiting period of approximately 35 days to placement – equal to the wait for adolescent residential SUD treatment – which drastically increases the consumer’s risk of overdose or other complication while unable to recover in a safe and stable environment. This data is only reflective of consumers who are willing to wait for this level of care. Many lose hope that they will successfully receive these services; this waitlist therefore may not include the full scope of consumers who are in need of and/or awaiting these levels of care.

Of those served in FY 2021-2022 in the county’s contracted Crisis Residential Treatment (CRT) programs, which serve adults experiencing a mental health crisis and require a residential environment in which to stabilize their symptoms, 57.9% presented with a co-occurring substance use diagnosis, all of whom were referred to SUD outpatient treatment. The inclusion of outpatient treatment options in the Desert Region, in which 42% of these co-occurring consumers received crisis residential treatment, would increase the

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

likelihood that these consumers exiting mental health residential placement will remain in recovery through successful transition to the next level of care.

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

The Comprehensive Treatment Campus proposed herein enables a uniquely diverse, co-located behavioral healthcare delivery system that provides treatment options across the lifespan - for both adolescents and for adults. As stated prior, in FY 2021-2022, over 100 children and adolescents presented to the county hospital, Arrowhead Regional Medical Center (ARMC), Emergency Department (ED) seeking inpatient treatment. 30% of these youth waited in the ED for longer than five (5) days due to limited bed availability. The adolescent treatment facilities herein would offer a placement option that may be appropriate for these youth who are unable to receive appropriate behavioral health interventions while in a medical ED.

In the adult system of care, approximately 85% of individuals seeking SUD residential treatment are homeless or in a dependent living situation. Expanding the available adult residential treatment services in this proposal increases the capacity of DBH to transition these individuals off the streets or into more independent living, when appropriate, thus meeting this state priority. In addition, the addition of outpatient SUD services and increased withdrawal management availability reduces the likelihood that this population will encounter law enforcement and become incarcerated due to their substance use.

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

In FY 2020-2021, DBH's Screening Assessment and Referral Center (SARC) received 248 referrals from programs or agencies that interact with justice-involved youth, including drug courts, parole officers, and forensic DBH programs. The SUD continuum of care was able to serve 133 unduplicated youth in that year, an indication that the demand and need for adolescent services is nearly double the capacity. These calls for services from justice partners were for referrals to higher levels of care such as substance use disorder/co-occurring residential levels of care. Of all individuals seeking residential levels of care, 85% were homeless or in a dependent living situation. Of all individuals seeking outpatient/intensive outpatient treatment, 42% were homeless or in a dependent living situation. In addition to the SUD components meeting the needs of justice involved individuals, the PRTF will provide a highly needed resource for foster and probationary youth. Both these populations may be placed into an STRTP to address their needs; however, should their needs exceed the abilities of the STRTP they will be either hospitalized, placed back into juvenile detention, or managed at the child welfare office until placement can be located. On an average day there are three or four foster youth residing in a child welfare office, but there have been as many as fifteen. The PRTF will provide an exceptional treatment option for the probationary and foster youth, thereby avoiding a return to the detention center or a multiple day stay in the child welfare office. The proposed Comprehensive Treatment Campus will meet the needs of these vulnerable populations by providing an expanded continuum of care and enhancing care coordination services for these target populations to ensure: success transitions of care, long term recovery and identification of housing status at admission and through successful collaboration with the beneficiary, transition to housing stability upon discharge.

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

In FY 2021-2022, the County's contracted CSUs served 1,031 youth aged 12 to 17 in immediate crisis, 14.4% of whom presented with co-occurring mental health and SUD diagnoses. At this time, youth exiting these

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

facilities are limited in their discharge options and may either return home, be hospitalized, or be placed in a Short Term Residential Therapeutic Program (STRTP) – none of which may be appropriate for the individual. The incorporation of the PRTF and adolescent SUD residential treatment facilities represents a level of care lower and potentially more appropriate for the youth's needs than a psychiatric hospital, thereby ensuring treatment in the least restrictive environment.

Additionally, the multilayered nature of this network of services ensures seamless coordination of care for adults receiving SUD services, reducing transition time and ultimately improving the quality of care. Adults entering the campus with severe detoxification needs and receiving Withdrawal Management services may then graduate to residential treatment, then ongoing outpatient treatment. In the outpatient/intensive outpatient facility, early-intervention and recovery services are offered, thereby expanding the least-restrictive options for beneficiaries and promotion of long-term recovery. Therefore, this campus offers diverse treatment options to best need the consumer's needs at the lowest, most appropriate level of care. Should San Bernardino County be successful in receiving Community Care Expansion (CCE) funding for recovery residences, these individuals will also have access to a safe living environment that promotes their recovery.

☒ Leverage county and Medi-Cal investments to support ongoing sustainability
 DBH delivers services through a robust continuum of care comprised of department-run programs with nearly 1,500 employees, in addition to over 400 contracts with community organizations, other county departments, state agencies, law enforcement partners, and more. The department has an established history of leveraging county and Medi-Cal investments to provide Specialty Mental Health Services (SMHS) and Substance Use Disorder (SUD) services, including over 30 years of contracting for SUD and/or mental health residential treatment services. DBH and San Bernardino County is committed to ensuring the success of these programs throughout their required 30-year usage period and beyond, as evidenced by the \$8,122,500 in Operating Reserves that the county has offered as Match to support sustainability and maintenance in addition to the County's proven history of delivering quality services to Medi-Cal beneficiaries in need of the highest level of behavioral health care.

☐ Leverage the historic state investments in housing and homelessness

18. Is this a multi-county collaboration? If yes, select all counties that apply.

- ☐ Yes
☒ No

19. Previous Applications: Has the applicant applied for one or more prior BHCIP rounds (1-4)? Please indicate the round(s) below, identify where funds were awarded and provide a description of how funds requested in Round 5 will be used for separate and distinct purpose of further expansion of behavioral health services for the target population.

Round	Applied?	Awarded?	Round 5 Funding Distinct Purpose
1: CCMU	Y	Y	San Bernardino County was awarded \$7,703,122 in Round 1: Crisis Care Mobile Units grant funding. This funding is being used to implement a call center to enhance and expedite mobile crisis response triage and dispatch, in addition to expanding mobile crisis response teams for more rapid deployment into the community. The funds requested in this application for a

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

			Comprehensive Treatment Campus will serve a separate and distinct purpose to the programs for which the County was awarded funding.
2: Planning	Y	Y	San Bernardino County was awarded \$150,000 in Round 2: County and Tribal Planning funding. This funding is being used to support personnel playing key roles in implementing the Department of Behavioral Health's (DBH) stakeholder engagement and infrastructure goals. The funds requested in this application for a Comprehensive Treatment Campus will serve a separate and distinct purpose to the programs for which the County was awarded funding.
3: Launch Ready	Y	N	
4: Children/Youth	N	-	

- 20. Services Payors:** Describe how the behavioral health services to be delivered at this project site will be paid for and sustained once project construction is complete (Limit 200 words). **(179 words)**

The ongoing services provided at the PRTF will be 100% funded via Medi-Cal services, with local match funding from the Community Supportive Services (CSS) component of the Mental Health Services Act (MHSA). The current MHSA plan includes a Children's Full-Service Partnership (FSP) program (i.e., C-1 Comprehensive Children and Family Support Services) that currently includes services to children and youth either at risk for placement or currently placed at a Short Term Residential Therapeutic Program (STRTP). If awarded the grant to build the PRTF, the intention is to incorporate the PRTF into the C-1 Program so that children and youth served at the PRTF may transition smoothly to appropriate aftercare.

Ongoing services provided at the outpatient SUD, adult SUD residential, and adolescent SUD residential treatment facilities will be funded by Drug Medi-Cal, CalWORKs, 2011 Realignment, AB 109, County Children and Family Services (CFS), and the Substance Abuse Block Grant. The co-location of outpatient and residential SUD services, in addition to the CCE-proposed recovery residences, allows for an onsite multilevel system of care to enable smooth and prompt transitions of care.

- 21. Cost Overrun:** Grantees who are awarded BHCIP funds shall be solely responsible for any costs to complete the project in excess of the program funds award amount. Neither DHCS nor AHP will be responsible for any cost overruns. Please describe contingency plans for any cost overruns for the project.

If awarded in full, DBH will be solely responsible for any costs to complete the project in excess of the program funds award amount. Contingency plan for cost overruns of the project will be included in DBH's annual and/or three-year Mental Health Services Act Plan update(s) to obtain stakeholders approval to identify and set aside contingent funds.

- 22. Percentages of Funds by Payors:** Please include percentages of funds by payor, as described in question 12. Totals should equal 100%. For other, please reference "other" as described in question 12.

- ☒ Insurance
☐ Private health:
☒ Medi-Cal: 92%
☒ Grant: 6%

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

- ☐ Funding from county:
☐ Private pay:
☒ Other (reference "other" as described above): 2% (CFS, AB 109, CalWORKS)

23. Diversity, Equity, and Inclusion: Are you serving or do you plan to service justice-involved populations?

- ☒ Yes
☐ No

If yes, choose the best match of the populations projected to serve:

- ☐ CDCR
☐ DJJ
☐ Local/county drug or other specialty courts
☒ Local/county Probation
☐ Federal criminal justice
☐ Other

Please explain other selection.

24. Diversity, Equity, and Inclusion: Describe how the project will advance racial equity and meet the needs of individuals from diverse backgrounds. Applicants must affirm they will not exclude certain populations, such as those who are justice involved or in foster care (Limit 500 words). **(478 words)**

The proposed projects will advance racial equity by increasing residents' access to behavioral health care for adolescents (ages 12-17), adults and their families in San Bernardino County. Expanding the behavioral health infrastructure and services in this region will increase access to care specifically for Adolescent Residential SUD and PRTF services, bringing these services within County borders where current services are (a) only available out-of-county or (b) unavailable anywhere in the state, respectively. The proposed services will be located in the High Desert region of San Bernardino, which accounts for 93% of the County's land area.

The racial/ethnic makeup of the County is as follows as of 2022: Latinos 49%, Caucasian/White 32.8%, African American/Black 8.5%, Asian/Pacific Islander (API) 6.3% and .4% Native American. While Latinos make up 49% of the population, they represent 45% of mental health clients served in FY 2021/2022 and are underserved. API, also underserved, represent 6.3% of the population but only 2.1% of mental health clients served and 1.7% of substance use disorder clients served. Native Americans represent .4% of the population and represent .6% of mental health clients served and 1% of substance use disorder clients; this is an overrepresentation in accessing services for this population. Through DBH's Office of Public Relations (PRO), Office of Equity and Inclusions (OEI) and Mental Health Services Act (MHSA) Administration program, San Bernardino County will inform and educate residents about these new programs in their preferred language and environments. These programs host and attend various community meetings and provide opportunities for increased awareness. DBH will leverage existing partnerships with various agencies to educate residents, increase awareness, reduce stigma for these new services, and generate referrals to the new programs. For the Latino community, DBH will work in partnership with OEI and the Mexican Consulate. For the API community, DBH will work with OEI and the MHSA Prevention and Early Intervention Community Health Workers Program. For the Native American Community, DBH will work with OEI and Riverside San Bernardino County Indian Health Inc. (RSBCIHI) MHSA Prevention and Early Intervention programs. RSBCIHI is a non-profit, tribally controlled and managed health care program serving nine (9) federally recognized tribes in the

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

Inland Empire, which includes San Bernardino and Riverside counties. DBH will monitor program outcomes and penetration rates of these populations through the department's Quality Improvement Plan activities to ensure the advancement of racial equity for diverse populations by increasing access to appropriate levels of care.

Additionally, through DBH's robust community planning process, San Bernardino County will continuously engage stakeholders, inform them of the programs, and request continuous feedback for program improvements and enhancements to meet the needs of diverse consumers. These stakeholders may include, but are not limited to, individuals who are justice involved or in foster care. Improvements and enhancements will take into consideration community defined practices to recovery and wellness and, when appropriate, will be funded by MHSA.

- 25. Project Readiness:** Has the proposed project met the minimum threshold for project readiness (as outlined in RFA Section 3.2)?

☒ Yes
☐ No

Confirm Readiness: Please confirm site readiness by confirming the below project minimum thresholds, referenced in the RFA section 3.2.

- Site control, defined as ownership with clear title, an executed Purchase and Sale Agreement (PSA), an executed Letter of Intent (LOI), or an executed Exclusive Negotiation Agreement (ENA) – **Confirmed**
- A sustainable business plan with (pro forma) projections of future objectives and strategies for achieving them – **Confirmed**
- A conceptual site plan with a forecast of the developmental potential of the property – **Confirmed**
- Stakeholder support as demonstrated by letters of support from internal boards of directors and professional/community partners – **Confirmed**
- Demonstration of county and Medi-Cal investments to support ongoing sustainability of the behavioral health program – **Confirmed**
- An identified match amount – **Confirmed**
- An initial budget - one for each phase and a total budget for acquisition and construction – **Confirmed**

- 26. Development Phase:** Which phase of development describes the current status of the project (see RFA Section 3.2)? Select only one.

☐ Phase 1: Planning and pre-development
☒ Phase 2: Design development
☐ Phase 3: Shovel ready
☐ Final phase: Construction

- 27. Development Phase Description:** Describe the phase selected above and how your project fits within that phase (Limit 400 words). **(242 words)**

Site control has been established with the fully executed Purchase and Sale Agreement (PSA), which was approved by the San Bernardino County Board of Supervisors on January 24, 2023. Site plans have been received from the design team and are enclosed with this application. Stakeholder support has been

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

established, as evidenced by the enclosed letters of support from the County CEO and other stakeholders. The feedback solicited from consumers and community members included both adult and adolescent populations who live in the High Desert Region. This input and feedback were included in the design of the facilities and the scope of the services offered at the Comprehensive Treatment Campus. For example, using a Likert scale of 1-10, where 1 was “not at all necessary” and 10 was “very necessary,” 79% of the adult population who participated in the focus groups indicated that all services proposed herein - residential, outpatient, withdrawal management and recovery residences (transitional housing) – were “very necessary” in their community. The adolescents who participated in the focus groups indicated that mental health, residential facilities, and early intervention counseling service were very necessary in their community. Adolescents also provided input into the design of the Community Wellness Center (CWC) which included, but was not limited to, a multipurpose court, garden area, arts and crafts area and a gaming/relaxation area. San Bernardino County anticipates that building permits will be obtained and construction will begin within six (6) months of funding, if awarded.

- 28. Project Construction Type:** Enter the square footage associated with the project type, as it applies to your proposed project. Multiple selections are allowed. Separate out the square footage for each type that applies; values should equal total project square footage. Enter values as numbers only; for example, 1,354 square feet should be entered as "1354."

Project Construction Type	Square Footage
Office-Based Outpatient Treatment	6840
Adult Residential SUD Treatment Facility	6374
Adult Residential SUD Treatment Facility with Incidental Medical Services (IMS) and BHCS/ASAM Level of Care 3.5 Designation only or with DHCS Level of Care 3.2 WM Designation only	9132
Psychiatric Residential Treatment Facility	10944
Adolescent Residential SUD Treatment Facility	10944
Community Wellness Center	13662
Total Square Footage:	57896

- 29. Permits and Approvals:** List all approvals and permits that will be required to complete the project, and describe your strategy for obtaining them. (Limit 500 words.) **(100 words)**

San Bernardino County has accounted for all requisite approvals in its schedule submissions and application. Upon award of grant, the County will proactively seek and obtain any necessary regulatory and Authority Having Jurisdiction (AHJ) approvals. Additionally, the County will begin design, geotechnical, and environmental analysis. The County will adhere to the California Environmental Quality Act (CEQA) guidelines as required for the work utilizing consultation from one of several on-call vendors who specialize in California environmental matters. The County will also ensure all Board of Supervisor requisite approvals pertaining to environmental findings as well as approvals to competitively solicit construction contracts.

- 30. Types of Services:** Please describe the types of service(s) that will be offered as a result of this project. **(No word limit.)**

The PRTF will operate within the parameters of AB 2317 and in accordance with forthcoming applicable regulations from DHCS. At this point, the intention of these services will be to stabilize children and youth who are in such a crisis that they are unable to be served in a lower level of care. One means by which this will be accomplished is to establish a direct referral process from any of DBH's four (4) established Crisis Stabilization

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

Units (CSUs), which provide stabilization in less than 24 hours and then aid clients in transitioning to the next appropriate level of care. Currently, for children and youth, transition options are limited to a psychiatric hospital, back to their home, or an STRTP.

PRTF programming will include mental health treatment services 7 days per week and actively involve families and other people involved in the care of the child or youth. A clinical assessment will be conducted upon the day of admission, and treatment services will be provided as needed. The initial assessment will include the multidisciplinary team and assess the broad needs of the client (e.g., immediate through long-term behavioral health goals, developmental needs, individual and family needs and strengths). The care plan development process will be done within the Integrated Core Practice Model (ICPM) framework and finalized by the multidisciplinary team responsible for services. The delivery of services under this care plan will be consistently monitored and modified with a new care plan, based on needed modifications, formalized every 10 days. SUD assessments may also be offered to adolescents admitted to the PRTF with co-occurring substance use diagnoses to engage them in SUD treatment prior to discharge from the PRTF.

The adolescent SUD treatment facility will offer residential SUD treatment, with a length of stay determined by individual need (average of 35 days). ASAM levels of care will include 3.1 and 3.5 residential treatment, including co-occurring enhanced treatment. Services will include group/individual counseling, alcohol and drug education, medication assisted treatment, relapse prevention, case management, family and parenting education and approaches, crisis intervention, and coaching for daily living skills.

The Community Wellness Center (CWC) will be designed to focus on the needs of family members of the youth served at both the PRTF and the SUD residential programs. During the time a youth in such a high state of need families tend to be open to assistance and help that they will, during other times, not typically initiate for themselves. The CWC will provide mental health, SUD, and prevention services to children, youth, and adults. These services will include a comprehensive behavioral health program including prevention services, wellness classes, mentoring and peer support to develop their healthy behaviors, social functioning, personal development and recovery, screenings, assessments, diagnosing, and outpatient Specialty Mental Health Services (SMHS) to address behavioral health conditions. Support groups will be provided to address mental health and substance use disorders. There will be a variety of groups including, but not limited to: groups addressing specific disorders, psychoeducational groups for family members, wellness groups (e.g., meditation, fitness, etc.), and youth development (e.g., mindfulness, gardening, mentoring, and peer support).

The CWC will embrace consumer families to encourage family engagement in youth treatment. Family engagement is a crucial component to treatment, as it strengthens the relationship between the youth and the family. The CWC will enhance family involvement by offering a safe space to participate together in wellness activities, and by educating the entire family on the treatment process and how to be a support to a person in recovery. Families will be informed of the additional services the Comprehensive Treatment Campus offers when engaged through the CWC, with the ability to conduct problem identification, linkage and referral when needed.

The adult SUD residential treatment units will expand San Bernardino County's capacity to provide residential treatment services on-site, increasing the number of residential beds available on the campus and using the existing treatment facilities to deliver services. ASAM levels of care include 3.1, 3.3, and 3.5 residential treatment, including co-occurring enhanced treatment. A bio-psych-social assessment is completed for each client at intake using the ASAM criteria to determine level of care and medical necessity for services. Service

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

providers work with the client to individualize care and offer the client options in their care. All clients are provided case management and care coordination services to assist the client in removing barriers in their care and promote successful transition of care to the next ASAM level of care at discharge. Therapies utilized in treatment are evidence based and are provided by a highly trained workforce. Services will include group/individual counseling, alcohol and drug education, medication assisted treatment, relapse prevention, case management, family and parenting education and approaches, crisis intervention, and coaching for daily living skills. Adults may also seek residential treatment in on-site Withdrawal Management facilities, which are proposed to expand by 300% in this proposal. These facilities will be certified ASAM level 3.2WM and offer intensive detoxification services to stabilize individuals experiencing acute withdrawal in order to promote success in residential treatment.

The outpatient facility will offer early intervention and outpatient/intensive outpatient services to clients through structured programming. ASAM levels of care include 0.5, 1.0, and 2.0. Services will be available to youth and adults and will include group/individual counseling, alcohol and drug education, medication assisted treatment, relapse prevention, case management, family and parenting education, crisis intervention, and coaching for daily living skills. This added stepdown level in this co-located treatment campus enables a one-stop shop for multiple service needs and facilitates recovery in an environment that will remain familiar to the consumer as they move through the system of care. Recovery services are offered within all ASAM levels of care within the Comprehensive Treatment Campus with the long-term goal of sustaining recovery during treatment and post-treatment.

31. Narrative Description: Provide a detailed narrative description of the proposed project's construction and design (Limit 1,500 words). **(798 words)**

- a. Describe any preliminary site plans, design drawings, and/or construction plans for the proposed project. This may include cost estimates with valid budgetary numbers from an architect, engineer, or licensed general contractor.
- b. If no construction plan is yet in place, please submit a valid Rough Order of Magnitude (ROM) cost estimate from an architect, engineer, or licensed general contractor.
- c. Describe any site amenities (examples: community and common areas, laundry, gated access, security, recreational areas, pool, community garden, etc.) and sustainable and green building elements.
- d. Please describe any site mitigation requirements and complex or costly structural or site/topographical requirements.
- e. Include an explanation of any required demolition and off-site improvements.

The current program on site is a large withdrawal management/residential treatment facility with nine (9) existing buildings. It has 54 beds available for 33 men, 16 women, and a "totland" (serving 5 parents plus 1-2 children each). An additional six (6) beds are onsite for withdrawal management services. This campus has an onsite licensed daycare, dining room, laundry room, pool, a chapel used for group education and activities, and a tennis/basketball court. There are nine (9) one-story, concrete block buildings, totaling 17,770 square feet on a 29.47-acre lot, zoned R1, residential use. This is a special-use property located on the west side of the City of Victorville. It is a legally permitted use and in average condition.

Construction plans to develop the Comprehensive Treatment Campus include, as discussed:

- **For the youth population:**
 - Site Plan F (a): 16-bed adolescent SUD residential treatment facility. The F building can accommodate up to sixteen (16) residents through eleven (11) bedrooms – five (5) double

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

occupancy and six (6) single occupancy. This building will also include staff office and cubicle space; rooms for therapy, psychiatry, medical examinations, medication administration, family visitation, laundry, and storage. The facility is also equipped with four full resident restrooms, one partial resident restroom, two staff restrooms, and one public restroom.

- Site Plan F (b): 14-bed Psychiatric Residential Treatment Facility (PRTF). While the provided floorplan for site F indicates 16 beds, per existing PRTF regulation, at least 50% of the beds must be in single occupancy rooms. Therefore, eight (8) of the bedrooms will be single occupancy, and three (3) of the bedrooms will remain dual occupancy, for a total of 14 beds. As with the above facility, this building will also include staff office and cubicle space; rooms for therapy, psychiatry, medical examinations, medication administration, family visitation, laundry, and storage. The facility is also equipped with four full resident restrooms, one partial resident restroom, two staff restrooms, and one public restroom.
- Site Plan H: Addition of a 13,662 square-foot Community Wellness Center (CWC) to enhance the youth campus. This facility will be shared between the proposed PRTF and adolescent SUD residential treatment center. Included in the site plan are a large multipurpose court in which to hold wellness classes and host recreational activities emphasizing fitness; an activity room with TV and ping pong tables, an outdoor patio area, two multi-stall restrooms, and a small kitchen.
- **For the adult population:**
 - Site Plans A and B: Addition of thirty-two (32) adult SUD residential treatment beds through two (2) 1,740 square-foot buildings A and one (1) 2,894 square-foot building B. Building A is a four (4) bedroom facility, with four (4) bathrooms, a common living area and kitchen. This building can accommodate up to eight (8) residents Building B can accommodate up to sixteen (16) residents through four (4) units, each with two (2) bedrooms, a kitchen and bathroom. This building may accommodate families, if needed.
 - Site Plan C: Addition of a 6,860 square-foot outpatient/drop-in facility with expanded administrative space: Administrative space to support 15 to 20 staff capacity for both outpatient and residential treatment staff; currently residential staff workstations are housed in converted residential rooms. This expansion would allow staff to relocate into the administrative building and these rooms can be repurposed back to men's residential treatment beds. Three (3) group rooms, four (4) intake rooms and a recreation area for the Recovery Center/drop-in recovery services are included in this outpatient facility. The residential staff workspace area would be repurposed to men's residential beds; the front area of the residential building would be converted to reception and visiting area.
 - Site Plan G (2): Addition of two (2) 4,566 square-foot withdrawal management (detox) units, twelve (12) beds each unit, total of 24 beds. These expansion/relocations will consist of two (2) newly constructed home-like facilities. Each facility will have: Twelve (12) bedrooms with private closets, a common living space, a kitchen area, and four full bathrooms. The six (6) current detox beds on the main campus would be relocated to this unit to allow for expansion of this service. The six (6) spaces formerly used for detox would be repurposed into men's residential treatment beds as these beds are on the men's side of the existing residential facility.

Additional expansions will include upgrades to amenities integral to the recovery process, including:

- Addition of a community garden
- Gating the youth treatment campus property for safety
- Driveway expansion on property for safe navigation and ease of driver access

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

- Covered patio area to protect consumers from direct sunlight in the pool area and co-located outdoor fitness center
- Caged parking to secure clinic vans and a mobile Medication-Assisted Treatment (MAT) unit that serves the City of Victorville and surrounding communities
- Any other safety upgrades as recommended by construction and development specialists

32. Match Requirements: Please identify the source(s) and amounts of funds or real property contributions fulfilling the match requirement (see RFA Section 3.4). If identifying a real property contribution, please provide a certified appraisal and a bank loan document. The match values listed here should align with the match values listed in Form 2: Budget Template.

San Bernardino County is committing a total of \$12,460,446 (29%) to meet the match requirement (minimum 10%), in the form of cash, which will be funded by Mental Health Services Act funds in DBH's Three-Year Plan.

33. Medi-Cal Beneficiaries Served: Please provide the following figures, based on the proposed facility type(s):

- Current annual number of clients
- Projected total annual number of clients upon project completion
- Current annual number of clients who are Medi-Cal beneficiaries
- Projected total annual number of Medi-Cal beneficiaries to be served

Facility Type	Current # clients	Projected # clients	Current # Medi-Cal	Projected # Medi-Cal
PRTF	0	400-475	0	400-475
Adult Residential	175	350	166	332
Adolsc. Residential	0	192	0	192
Outpatient Clinic	0	135	0	128

34. Required Documents (All Applicants)

Please indicate which of the following required documents you have completed and/or uploaded as part of your application.

- ☐ Form 2: Budget Template
- ☐ Form 3: Development Team Information
- ☐ Form 4: Design, Acquisition, and Construction Milestone Schedule
- ☐ Form 5: Applicant's Certification of Prevailing Wage
- ☐ Form 6: Applicant's Certification of Funding Terms
- ☐ Form 7: Community Engagement Tracking
- ☐ Form 8: Schematic Design Checklist
- ☐ Any preliminary site plans, design drawings, or construction drawings for the proposed project—these may include schematic designs, architectural drawings, construction blueprints, and/or other renderings (Please limit each file size to less than 20 MB.)
- ☐ Resumes of the development team that developed the design/construction plans
- ☐ A copy of all executed contracts for hire related to your project's development team (lawyer, construction manager, development manager, architect, consultants, contractor, etc.)

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

- ☐ A certified appraisal and a bank loan document, if identifying a real property contribution for match
- ☐ A valid rough order of magnitude (ROM) cost estimate, if no construction plan is yet in place
- ☐ Letters of support (see question 34)
- ☐ An MOU with your partnering agency, if you are a for-profit entity that is not providing evidence of prior experience with a project of this type

35. Letters of Support and Community Engagement: Upload all letters of support in the appropriate category below.

Label all letters of support as follows: LOS_Project Title_Agency or Role of Author. An example would be: LOS_Wildflower Rehab_Kern County BH Department. Abbreviations are acceptable.

Please list the name, title, and affiliation of all authors of letters of support included with this application in the text box that will appear after you upload each file.

If you have requested any letters of support that are still being written, please provide those details below, along with the expected date each letter will be submitted.

- 36.** ☐ County board of supervisors or county executive
Name, Title, Affiliation:
- 37.** ☐ County behavioral health agency
Name, Title, Affiliation:
- 38.** ☐ City council
Name, Title, Affiliation:
- 39.** ☐ Tribal council (i.e., tribal council resolution)
Name, Title, Affiliation:
- 40.** ☒ Community stakeholders and/or other community-based organizations
Name, Title, Affiliation: Nia Casselman, Executive Director, St. John of God Healthcare Services
Name, Title, Affiliation: Jeany Zepeda, Director, San Bernardino County Children and Family Services
Name, Title, Affiliation: Tracy Reese, Chief Probation Officer, San Bernardino County Probation
- 41.** ☐ Elected or appointed officials
Name, Title, Affiliation:
- 42.** ☒ Applicant's CEO and/or board
Name, Title, Affiliation: Leonard X. Hernandez, Chief Executive Officer, San Bernardino County
- 43.** ☐ Tribal board
Name, Title, Affiliation:

44. Letters of support still being written and expected date of submission. Please write "N/A" if this does not apply.
N/A

- 45. Abstract:** Please provide a high-quality proposal abstract summarizing the project in no more than 250 words. If you are awarded BHCIP funds, this abstract may appear in public materials. Please include the following information:
- Name of organization
 - Project title

Department of Behavioral Health
Application for BHCIP Round 5 – Crisis and Behavioral Health Continuum

- List the BHCIP round of funding.
- Type(s) of construction (i.e., new ground-up construction; addition to an existing structure; rehabilitation of an existing facility; acquisition and adaptive reuse of an existing property; and/or acquisition of existing facility/building, ready for turnkey operations)
- Describe expanded service capacity as a result of this project
- Geographic area(s) (county, city)—identify if multi-county collaboration
- Phase of project development (planning and pre-development, design development, shovel ready, construction, or acquisition) and projected timeline for completion
- Organization's experience serving target population
- Priority population(s) to be served by the facility, such as justice-involved persons, individuals experiencing homelessness, and/or youth in foster care
- Co-applicants or partners involved in the project, if any
- Priority considerations or unmet needs addressed by the proposed project; please refer to state or local needs assessments as applicable

(249 words)

San Bernardino County Department of Behavioral Health (DBH) is requesting funding for new ground-up construction, currently in the design development phase, of a Comprehensive Treatment Campus in BHCIP Round 5 Crisis and Behavioral Health Continuum. The Comprehensive Treatment Campus has two dedicated areas. It has a youth campus providing Psychiatric Residential Treatment Facility services, adolescent residential Substance Use Disorder (SUD) treatment, and a community wellness center to support children and families. The primarily adult SUD campus includes a comprehensive system of SUD treatment for the adult population including outpatient services, withdrawal management, and residential SUD treatment. Outpatient SUD for youth will also be provided. The Comprehensive Treatment Campus offers co-occurring enhanced programming and inclusion of family-oriented services and accommodations. Both residential programs for adolescents were a crucial need highlighted in the state's needs assessment and increasing SUD treatment options for adults in the largest county in the contiguous United States is a top priority. The adolescent residential programs and expansion of existing SUD services addresses multiple state priorities including, but not limited to, filling crucial gaps in the continuum of care, enhancing geographic equity, meeting the needs of vulnerable populations, and expanding options for care in the least restrictive environment. As the county Mental Health Plan (MHP) and Drug Medi-Cal Organized Delivery System (DMC-ODS), DBH is the safety net for Medi-Cal beneficiaries and uninsured residents within the borders of San Bernardino County and has a longstanding history of providing quality behavioral healthcare through a robust network of treatment options.