

NAPA COUNTY AGREEMENT NO. 240326B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of April 2024 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and TLCD Architecture, whose mailing address is 520 Third Street #250, Santa Rosa, CA 95401, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY is authorized by Government Code section 31000 to enter into contracts for specialized services; and

WHEREAS, the State of California contracted with Advocates for Human Potential, Inc., (AHP) to administer the California Behavioral Health Continuum Infrastructure Program and manage the related grant funds; and

WHEREAS, COUNTY entered into Program Funding Agreement B5_497-CrisisStabNapa-01 (“PFA”) with AHP to expand the County’s Children’s Crisis Stabilization Unit located at COUNTY’s South Campus; and

WHEREAS, COUNTY wishes to obtain specialized services from CONTRACTOR under the PFA for specialized architectural and engineering services for a feasibility study through construction administration for improvements to expand the COUNTY’s Crisis Stabilization Unit at South Campus-Building B; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15

(Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A," attached hereto, and CONTRACTOR's proposal, incorporated by reference herein.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FOUR HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED AND EIGHTY-SIX DOLLARS (\$466,286) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Method of Payment.

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the County Engineer who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than thirty (30) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C."

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the County Engineer upon request in a form

satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person, and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto

insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1), above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 6 (b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Public Works Department prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 6(b)(1), above, and, for the comprehensive automobile liability insurance coverage referenced in 6(b)(3), above, where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the

option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents, and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 6.

7. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless the COUNTY and its officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of, personal injury (including death), including but not limited to COUNTY employees, and the public, or damage to the property of any person or entity, which arise out of, pertain to, or relate to the active or sole negligence or willful misconduct of COUNTY, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

To the extent Contractor is providing the services of an architect, landscape architect, professional engineer, or professional land surveyor, Contractor's obligation to defend and indemnify County under this paragraph is limited to liability, claims, actions, proceedings, losses, injuries, damages, or expenses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor pursuant to Civil Code section 2782.8. The cost of defense charged to Contractor shall not exceed Contractor's proportionate percentage of fault.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

8. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party

describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 12 (Notices). The COUNTY's Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

9. Other Termination. This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

10. Disposition of, Title to, and Payment for Work Upon Expiration or Termination.

(a) Upon expiration of this Agreement or termination for cause under Paragraph 8 or termination for convenience of a party under Paragraph 9:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or

shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

11. No Waiver. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

12. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five (5) days following the date of deposit, whichever is earlier.

COUNTY

Napa County
Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559

CONTRACTOR

TLCD Architecture
520 Third Street, #250
Santa Rosa, CA 95401

13. Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

- (a) Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy" which is found in the Napa County Policy Manual Part I, Section 8D.
- (b) Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.
- (c) Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

(d) "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

(e) Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

14. Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Public Works or designee. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state, and local laws, rules, and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state, and local laws, rules, and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological, and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information of which it becomes aware.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR

shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

15. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director of Public Works or designee.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

16. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

17. Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this

Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

18. Compliance with Laws. CONTRACTOR shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, title 2, section 11000, et seq.), the provisions of the Government Code, sections 11135-11139.5, and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, subds. (a) through (f), and set forth in California Code of Regulations, title 2, sections, 11099, et seq., are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages.

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002, relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing Wages Rates. In accordance with Labor Code sections 1774 and 1775, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 101, Napa, California.

(3) Payroll Records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, their correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or their agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

19. Taxes. CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

20. Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and

transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

21. Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

22. Conflict of Interest.

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office,” “annual,” and “leaving office” Statements of Economic Interest as a “consultant,” as defined in California Code of Regulations, title 2, section 18701(a)(2), unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

23. Force Majeure. In the event either party’s performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events.

24. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. Attorney's Fees. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach

thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

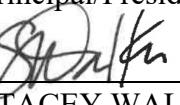
28. Special Terms and Conditions. CONTRACTOR shall comply with the terms and conditions related to subcontractors set forth in the , attached hereto as Attachment A to Exhibit A, and which are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

TLCD ARCHITECTURE, a California Corporation

By 

JASON BRABO, AIA, C29632
Principal/President

By 

STACEY WALKER, NCIDQ
Principal/Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By 

JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: April 15, 2024	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with the following services (see “Proposal for Architectural & Engineering Services” for summary of each task):

- Phase I: Planning & Pre-Development
 - Feasibility Study
- Phase II: Design Development
 - Schematic Design
 - Design Development
- Phase III: Shovel Ready
 - Construction Documents
 - Agency Approval
 - Bid and Award
- Phase IV: Construction
 - Construction Administration

CONTRACTOR shall comply with all related terms and conditions of the Program Funding Agreement, attached hereto and incorporated herein as Attachment “A.”

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

September 8, 2022
Revision August 7, 2023

Daniel Basore
Engineering Supervisor
Napa County Public Works
1195 Third St. Room 101
Napa, CA 94559
TLCD Proposal No. 22115

Re: Napa County Crisis Stabilization Unit Expansion
South Campus Facility
Proposal for Architectural & Engineering Services

Dear Daniel:

Thank you for the opportunity to provide you with a proposal for architectural and engineering services for the feasibility study through construction administration phases for improvements expanding the footprint of the Crisis Stabilization Unit at South Campus.

Our proposed scope of services and fees is described as follows:

Project Description

Napa County is pursuing a grant that supports funding to increase their services focused on the youth demographic within the Crisis Stabilization Unit. The County has identified an area (approximately 3,000 sf) adjacent to the current program, within Building 1 on South Campus for the expansion. The square footage of the expansion area is mostly unoccupied and unimproved space from the previous Lab tenant. The expansion will require a separated entry from the Adults and has been identified by the County and program operator as the existing exit door with no new exterior door required. Improvements were made to the site for accessibility during the 2016 CSU project and will not be required for this scope of work.

Scope of Work:

- A. PHASE I: PLANNING & PRE-DEVELOPMENT
FEASIBILITY STUDY**
 1. Backgrounds development.
 2. Programming meeting with operator to establish space needs and requirements for renovation.
 3. Site visit coordinated for access to areas in scope of renovation for all relevant design team to attend.
 4. Diagrammatic floor plan.
 5. Code assessment and summary.
 6. Dedicated entry and stair safety study.
 7. Consultant coordination and project management.

8. County and program operator review meeting.

B. PHASE II: DESIGN DEVELOPMENT**SCHEMATIC DESIGN**

1. BIM model set up and development.
2. Detailed site investigation and measurements.
3. Drawing and design development.
4. Preliminary finish types and application.
5. Consultant coordination and project management.
6. Two County and program operator review meetings.

C. PHASE II: DESIGN DEVELOPMENT**DESIGN DEVELOPMENT**

1. Refined code analysis and documentation.
2. Floor plans, enlarged plans, RCP, elevations development.
3. Documentation of selections and all major materials and assemblies' development.
4. Two finish palettes development and minor revision based on feedback.
5. Specifications coordination.
6. Consultant coordination and project management.
7. Two County and program operator review meetings.

D. PHASE III: SHOVEL READY**CONSTRUCTION DOCUMENTS**

1. Refine and annotate plans, sections, details development and documentation in collaboration with consultant team.
2. Finalize code documentation.
3. Finalize specifications coordination.
4. Consultant coordination and project management.
5. Cost estimate review.
6. One 50% Page turn review with County and program operator.
7. One 90% Page turn review with County and program operator.

E. PHASE III: SHOVEL READY**AGENCY APPROVAL**

1. Package and distribute documents for Fire Department review.
2. One meeting with County and Fire Marshal if required.
3. Response, coordination with consultants and incorporation of comments as necessary.
4. Issue For Construction document set.
5. Project management.

F. PHASE III: SHOVEL READY**BID AND AWARD**

1. Coordinate Bid Documents with County.
2. Attend no more than two Bid Walks with Contractors.
3. Review and respond to Bid Questions.
4. Prepare Addendums as required.
5. Project management.

G. PHASE IIV: CONSTRUCTION**CONSTRUCTION ADMINISTRATION**

DATE

08/07/2023

PAGE

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1. Weekly OAC meetings where contractor is responsible for meeting minutes. No more than 12 OAC meetings onsite, all others (assumed additional 12 meetings) will be attended via conference call.
2. Coordinated response to RFIs with design consultant team.
3. Coordinated response to Submittals with design consultant team.
4. Issue ASIs or CCDs for clarifications to Construction Documents.
5. Punchlist creation to be completed in one site visit with photos provided once work is completed by the contractor for close out.
6. Close out and Record Drawings.

DATE
08/07/2023

PAGE
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Meetings total:

As identified above, during design phases we have assumed a total of no more than 8 meetings in a combination of onsite and virtual (1 Feasibility Phase, 2 Schematic Design Phase, 2 Design Development Phase, 2 Construction Documentation Phase, 1 Agency Approval Phase).

During the Bid and Construction phases we have assumed a total of no more than 26 meetings in a combination of onsite and virtual (2 Bidding Phase, 24 Construction Administration Phase). We have also included a single final site visit for the punch list.

TLCD is happy to provide further facilitation at additional meetings in an add service agreement should it be required.

Consultants:

TLCD will provide architectural and interior design services. Additional design and engineering services included in this proposal and will be provided by the following consultants:

ZFA Structural Engineers	Structural
Costa Engineers, Inc.	Mechanical, Plumbing and Fire Protection
O'Mahony & Myer	Electrical
Allana Buick & Bers, Inc.	Waterproofing
Guidepost Solutions LLC	Security
SOLDATA Energy Consulting Inc.	Energy Compliance
Donnelly Design	Signage
Facilities By Design	Furniture Consultant
John A. Raeber	Specifications
Cumming Group	Cost Estimator

Schedule:

The schedule for the scope identified above is assumed to be 6 weeks for Feasibility/Pre-Design, 8 weeks for Schematic Design, 8 weeks for Design Development, 12 weeks for Construction Documents, 4 weeks for Permit/Fire Marshal Review, 6 weeks for Bid and 24 weeks for Construction Administration. This schedule assumes timely availability of leadership and the program operation leaders, approvals made at meetings in order to proceed without pause for further review or approval of other parties.

Fee Proposal:

We proposed an Hourly Not to Exceed fee contract for the services of our firm and our consultants. Structural Engineering has provided services during the Feasibility Phase only due to the unknown nature of the existing conditions, design, and requirements. Should additional services be required, an add service will be required.

DATE
08/07/2023

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4 of 5

TOTAL: \$ 466,286

Assumptions, Exclusions, and Additional Services

1. The fees and schedule outlined assume access to Napa County and program leadership and timely feedback.
2. Coordination of construction phasing within the project is excluded.
3. Services related to LEED certification are excluded.
4. Consultants not listed in this proposal, such as Civil and Landscape are excluded.
5. The services assume no new exterior entry will be required.
6. Schedule and fees outlined assume that the project does not pause for any approvals or further evaluation.
7. The fees outlined exclude value engineering evaluation.

Please feel free to reach out with any questions you may have.

Sincerely,



Stacey Walker, NCIDQ
Principal
NCIDQ Certificate No. 34582

DATE
08/07/2023

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5 of 5

Attachments: TLCD 2023 Hourly Billing Rates
Fee Matrix
Consultant Proposals

ATTACHMENT "A"
PROGRAM FUNDING AGREEMENT

PROGRAM FUNDING AGREEMENT

SUMMARY COVER SHEET

Program Funding
Agreement ID

7469-CA BHCIP-B5_497_CrisisStabNapa-01

Program Agreement
Effective Date:

Program Funding
Agreement Manager:

**ADVOCATES FOR HUMAN POTENTIAL, INC., a Massachusetts
corporation (AHP)**

490-B Boston Post Road, Sudbury, MA 01776-3365

Tel: +1 (978) 443-0055 ♦ Fax: (978) 261-1467

AHP Contracting Officer:

Charles Galland, General Counsel

Tel: +1 (978) 261-1425 (o) | cgalland@ahpnet.com

AHP Designated Representatives:

Euna Ra-Smith, Deputy Program Director

Tel: +1 (323) 844-0513 (o) | era-smith@ahpnet.com

Mark Faucette, Program Director I

Tel: +1 (323) 545-6191 (o) | mfaucette@ahpnet.com

Sponsor:

**NAPA COUNTY, a political subdivision of the State of California, acting
through its Department of Health and Human Services**

2751 Napa Valley Corporate Drive, Building B

Napa, CA 94558

Sponsor's Designated Representative:

Jennifer Yasumoto, Director of Health and Human Services Agency

Tel: +1 (707) 253-4678 | jennifer.yasumoto@countyofnapa.org

Prime Contract
Identification:

California Department of Health Care Services

Agreement No.: 21-10349

**Contract Title: California Behavioral Health Continuum Infrastructure
Program (BHCIP)**

Contract Type:

Deliverable Based Program Funding Agreement

Period of Performance:

Effective Date through June 30, 2027

Consideration/Budget:

BHCIP Crisis and Behavioral Health Continuum (Round 5) Infrastructure
Program Funding

Not to Exceed \$3,329,955.00

Billing Terms:

See Attachment E-Payment Schedule

This Program Funding Agreement (the “**Agreement**”) is entered into as of _____, 2024 (the “**Effective Date**”), by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, a Massachusetts corporation, with offices located at **490-B Boston Post Road, Sudbury, MA 01776** (“**AHP**”), and **Napa County**, a political subdivision of the State of California, acting through its Department of Health and Human Services, with offices located at **2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558** (“**Napa County Health and Human Services Agency**” or the “**Sponsor**”). AHP and the Sponsor may be referred to separately as a “**Party**” or collectively as “**Parties**.”

RECITALS

A. The State of California (the “**State**”), through the Department of Health Care Services (“**DHCS**”), has entered into an agreement with AHP, a private consulting and research firm focused on improving health and human services systems, to manage the BHCIP funds and administer the State of California Behavioral Health Continuum Infrastructure Program (“**Program**”). The agreement between DHCS and AHP shall hereinafter be referred to as the “**Prime Contract**”.

B. Pursuant to the requirements of the Program and DHCS guidelines, qualified grantees or entities shall use program fund awards to expand the community capacity for serving persons with behavioral health disorders by the acquisition, construction, renovation or other physical improvement of real property, infrastructure, or facilities;

C. DHCS established the BHCIP Round 5 Crisis and Behavioral Health Continuum grants to award competitive grants to qualified entities to construct, acquire, and rehabilitate real estate assets to address significant crisis care gaps in California’s behavioral health (mental health and substance use disorder) infrastructure;

D. In response to that certain Request for Applications for the Round 5 Crisis and Behavioral Health Continuum issued by AHP on behalf of DHCS on or about October 20, 2022 (the “**RFA**”), for the Program, Sponsor submitted an application (“**Application**”) to construct the project described in the Statement of Work, Attachment D (“**SOW**”), located at 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558 (the “**Project**”); and Sponsor has been awarded program funds for the Project in an amount not to exceed Three Million Three Hundred Twenty-Nine Thousand Nine Hundred Fifty-Five 00/100 Dollars (\$3,329,955.00) (“**Program Funds**”); and

E. This Agreement sets forth the terms and conditions of AHP’s administration and management of the Program Funds and the Sponsor’s duties and obligations related to its receipt of Program Funds. Capitalized terms not defined herein shall have the meanings ascribed thereto in the California Welfare and Institutions Code sections 5960–5960.45.

NOW, THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

ARTICLE 1. AUTHORITY

California Assembly Bill 133 (Chapter 143, Statutes of 2021) (“**AB 133**”) added sections 5960–5960.45 to the Welfare and Institutions Code, providing the statutory basis for the Program. DHCS, as part of the California Health and Human Services Agency, issued the RFA for the Program Funds, and AHP provides pre-application consultation, individual agency/county technical assistance, general training, and support on individual BHCIP projects, as well as administration and fund management.

This Agreement is entered under the authority of and in furtherance of the Program. This Agreement is the result of the Application by the Sponsor for funding under the Program.

This Agreement hereby incorporates by reference the Sponsor’s approved Application, as well as any report prepared by AHP in reliance on the representations and descriptions included in that Application. This Agreement is governed by the following (collectively, the “**Program Requirements**”), and each of the following, as amended and in effect from time to time, is hereby incorporated by this reference as if set forth herein in full:

- 1.1 AB 133, including any subsequent amendments to the statutes contained therein;
- 1.2 The RFA, in the form attached to this Agreement as **Attachment J**;
- 1.3 California Welfare and Institutions Code sections 5960–5960.45;
- 1.4 Guidance issued by DHCS regarding the Program;
- 1.5 Program Guidelines, or Program Manuals, as adopted by DHCS, and as may be amended from time to time;
- 1.6 The Notice of Conditional Grant Award letter dated June 23, 2023 issued by DHCS to the Sponsor (the “**Award Letter**”) attached to this Agreement as **Attachment K**; and
- 1.7 All other applicable law, including, but not limited to, California Labor Code statutes applicable to public works projects.

The Sponsor is solely responsible and liable for the Sponsor and the Sponsor’s subcontractors’ performance and compliance with this Agreement, the above-referenced Program Requirements, and all other local, state, and federal laws applicable to the Project.

ARTICLE 2. TERM

2.1 This Agreement shall commence on the Effective Date and shall automatically expire concurrently with the expiration of the Prime Contract, on June 30, 2027 (the “**Expiration Date**”); unless, prior to the date of expiration of the Prime Contract, AHP shall assign, and DHCS shall accept, an assignment of AHP’s duties and obligations pursuant to this Agreement (the period from the Effective Date through the Expiration Date shall be referred to herein as the “**Term**”), unless earlier terminated by AHP or DHCS.

2.2 Upon the expiration of the Term, there shall be no extension or renewal of the Term of this Agreement, unless the Parties and DHCS otherwise agree in writing.

2.3 Notwithstanding the foregoing or anything to the contrary contained herein, AHP and/or DHCS shall have the termination rights as set forth in Article 9 and Article 10 of this Agreement.

ARTICLE 3. **PROGRAM FUNDS**

The Sponsor has been awarded the Program Funds in the amount set forth in this Agreement to be used solely for the purposes set forth in this Agreement and as detailed in the SOW and for no other purposes. The Sponsor shall be responsible for any costs to complete the Project in excess of the Program Funds award amount. The Sponsor shall return any excess or remaining Program Funds to the State of California upon completion of the Project.

ARTICLE 4. **CONDITIONS OF DISBURSEMENT**

AHP shall disburse the Program Funds to the Sponsor for the amount of any reasonable, actual, and documented Project specific fees and expenses incurred by the Sponsor on or after June 23, 2023, the date of the Notice of Conditional Award, issued by DHCS to the Sponsor, upon satisfaction of the requirements described in Section 4.1 below. Program Funds disbursed for real property acquisition shall be disbursed only upon satisfaction of the requirements in Section 4.1 and the additional requirements of Section 4.2 below. Program Funds to be disbursed for construction costs shall be disbursed only upon satisfaction of the requirements of Section 4.1 and the additional requirements described in Section 4.3 below. Thereafter, Program Funds shall be disbursed to the Sponsor for costs incurred for the Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for Program Funds is approved by AHP or its designee.

4.1 Requirements for Disbursement of Program Funds. No Program Funds shall be released to the Sponsor for any Project costs until the Sponsor submits, and AHP approves, the documents described below, and any additional supporting information, as may be required:

- 4.1.1 a fully executed copy of this Agreement, including all Attachments;
- 4.1.2 the Sponsor's request for Program Funds, with all required supporting documents appended thereto;
- 4.1.3 an executed copy of Certification No. 2, "Related Party & Related Party Transaction Disclosure";
- 4.1.4 a completed Government Agency Taxpayer ID Form;
- 4.1.5 an authorizing resolution or set of authorizing resolutions that, in AHP's reasonable determination, materially comports with the Program Requirements (if the Sponsor has not already submitted the same);
- 4.1.6 evidence in the form of account statements that the Sponsor has established a single-purpose individual development bank account ("IDBA") for the

purposes of receiving Program Funds and paying expenses directly related to the Project, as detailed in the Project budget attached as Schedule 1 to the SOW. The IDBA shall be a joint bank account in the name of the Sponsor and AHP, allowing AHP the ability to deposit funds and monitor fund disbursement. The joint account shall only allow withdrawals by the authorized Sponsor agent. Withdrawals shall not be authorized by AHP or its designee;

- 4.1.7 evidence in the form of account statements that any funds required to match the Program Funds pursuant to the RFA (“**Match Funds**”) have been deposited into the AHP-designated Match Funds bank account; or, in the event the Match Funds are an in-kind contribution, in lieu of cash, including real property upon which the Project is to be constructed or operated and/or Project expenses incurred prior to the Effective Date (“**Sunk Costs**”), the value of such in-kind contribution has been approved by AHP or DHCS, as may be required, and that all Match Funds have been expended for eligible Project costs prior to requesting or expending Program Funds;
- 4.1.8 unless the Sponsor is acquiring real property for the construction or operation of the Project, in which event the Sponsor shall be subject to the requirements as described in Section 4.2.5.1, a copy of a recorded Regulatory Agreement and Declaration of Restrictions (“**Declaration of Restrictions**”) in the form attached to this Agreement as **Attachment H** that demonstrates that the Sponsor has recorded the Declaration of Restrictions against the real property upon which the Project is to be constructed or operated; provided that, in the event that the Project is being constructed or operated on a leasehold interest, which lease must be for a term of not less than thirty (30) years, the Sponsor shall record the Declaration of Restrictions against the leasehold and the fee interest to the real property upon which the Project is to be constructed or operated;
- 4.1.9 intentionally omitted;
- 4.1.10 Evidence of insurance or self-insurance in the amounts and types sufficient to satisfy the requirements of Article 11 of this Agreement, subject to AHP approval, in its sole discretion;
- 4.1.11 certifications in the form attached as **Attachment F** required for the disbursements of Program Funds;
- 4.1.12 a current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property upon which the Project is to be constructed or operated. If the Sponsor’s interest in the real property upon which the Project is to be constructed or operated is a leasehold, then the Sponsor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Sponsor shall provide a certified Title Status Report (“**TSR**”) from the U.S. Department of the Interior Bureau of Indian Affairs (“**BIA**”) or an attorney’s opinion regarding chain of title and current title status;

- 4.1.13 a signed opinion letter from Sponsor's legal counsel certifying that this Agreement, the Declaration of Restrictions, and the Program Requirements do not conflict with any existing contract, agreement, or other requirement applicable to Sponsor, the property upon which the Project is to be constructed or operated, or the Project, and are otherwise enforceable against Sponsor; and such opinion letter shall be in the form and substance acceptable to AHP, and DHCS, in their sole discretion; or a written confirmation letter certifying that Sponsor has reviewed a current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property upon which the Project is to be constructed or operated; has received delegated authority from the Board of Supervisors for the County of Napa to the Department(s) of Health and Human Services to accept Program Funds; comply with Program Requirements; and has determined there are no other deed restrictions, including restrictions of use of the Project; and such confirmation letter shall be in the form and substance acceptable to AHP, subject to DHCS's approval in its sole discretion; and
- 4.1.14 Sponsor and DHCS have executed a Facility Access Agreement substantially in the form attached as **Attachment L** and the Facility Access Certification.

4.2 **Requirements for Disbursement of Program Funds for Acquisition Costs.** No Program Funds shall be released to the Sponsor for any Project costs related to the acquisition of real property until the Sponsor satisfies the requirements described in Section 4.1 above and the Sponsor submits, and AHP approves, all documents described in this Section 4.2 and any additional information as may be required. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Sponsor for the transfer of title of the real property with Old Republic Title Company, unless another title company is approved by AHP:

- 4.2.1 a fully executed purchase and sale agreement or other agreement evidencing the Sponsor's right to acquire the property upon which the Project is to be constructed or operated;
- 4.2.2 a written appraisal report setting forth an opinion of fair market value of the real property upon which the Project is to be constructed or operated prepared by a certified general appraiser licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to AHP;
- 4.2.3 intentionally omitted;
- 4.2.4 evidence of any additional funds necessary for the Sponsor to acquire the property upon which the Project is to be constructed if the Program Funds are not providing the full amount of the acquisition costs;
- 4.2.5 signed escrow instructions, approved by AHP, providing for the following:
 - 4.2.5.1 a Declaration of Restrictions in the form attached to this Agreement as **Attachment H** shall be recorded at the close of

escrow against the real property upon which the Project is to be constructed or operated; and

- 4.2.5.2 intentionally omitted.
- 4.2.6 completion of Certification No. 8 included as part of Attachment F shall be submitted to evidence Sponsor's performance of required due diligence; and
- 4.2.7 certifications in the form of Attachment F, required for the disbursements of Program Funds.

4.3 Requirements for Disbursement of Program Funds for Construction Costs. No Program Funds shall be released to the Sponsor for Project costs related to construction on the Project until the Sponsor satisfies the requirements described in Section 4.1 above and the Sponsor submits, and AHP approves, all documents described below, and any additional information, as may be required.

- 4.3.1 the Sponsor Certification No. 1, in the form attached as Attachment F, and the Sponsor's General Contractor's Certification No. 12, certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 *et seq.*, as well as all applicable federal labor and wage laws;
- 4.3.2 plans and specifications for the construction work approved by AHP, as identified by the completion of Certifications Nos. 9 and 10 no later than six (6) months from the Effective Date;
- 4.3.3 a construction contract, as identified by the completion of Certification No. 11, based on a permitted set of construction plans with a licensed general contractor for an amount consistent with the construction costs in the approved Project budget incorporated into the SOW as Schedule 1 that incorporates the requirements of this Agreement, including, but not limited to, the prevailing wage requirements, and contains the Construction Contract Addendum in the form attached as **Attachment I**;
- 4.3.4 copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, naming AHP and DHCS as co-obligees on the bonds;
- 4.3.5 a written request for Program Funds on a form approved by AHP, providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget;
- 4.3.6 when a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by (a) certification by the Sponsor's architect or project manager that the work for which disbursement is requested has been completed (although AHP reserves the right to inspect or have its designee inspect the Project and

make an independent evaluation) and (b) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to AHP; and

4.3.7 certifications in the form of Attachment F required for the disbursements of Program Funds.

4.4 Disbursements for Pre-construction Expenses. Notwithstanding anything to the contrary stated in this Article 4, or otherwise in this Agreement, Program Funds may be released to Sponsor for certain pre-construction Project costs, subject to approval by AHP, its designee, or DHCS in its sole discretion; provided that Sponsor has: (i) satisfied the requirements set forth in subsections 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.10, 4.1.11, 4.1.13, and 4.1.14; (ii) the Project budget includes pre-construction expenses; and (iii) the planning and pre-construction phase of Project development shall be completed within ninety (90) days of the Effective Date.

ARTICLE 5. CONSTRUCTION PROJECTS/NOTICE TO PROCEED

In the event that Program Funds are used for the performance of construction on the Project, the Sponsor shall submit an updated budget and schedule to AHP for its approval prior to the Sponsor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Sponsor shall not issue a notice to proceed to its general contractor until AHP has approved the updated budget and schedule.

ARTICLE 6. PERFORMANCE

The Sponsor shall comply with the schedule set forth in the Performance Milestones in Attachment G and shall provide each Certification contained in Attachment F when requested. The Sponsor shall provide regular progress reports to AHP but in all events at least once every thirty (30) days, including its progress toward meeting the Performance Milestones. The Project shall not be considered complete until the submission of either Certification No. 16 or Certification No. 17, as applicable, and Certification No. 18. The Sponsor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required Certification, which AHP may approve, based on a showing of good cause and acceptable assurances from the Sponsor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein. In all events, all Program Funds must be obligated and expended by June 30, 2027.

FAILURE TO SATISFY ANY ONE OF THE CERTIFICATIONS AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLE AHP TO MANDATE THE SPONSOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, AHP MAY, WITH DHCS APPROVAL, ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO THE SPONSOR.

ARTICLE 7. FISCAL ADMINISTRATION

7.1 Disbursements of Program Funds to the Sponsor by AHP shall be deposited in the Sponsor's IDBA account unless such funds are to be used for acquisition of the property upon which the Project is to be constructed or operated, in which event the Program Funds shall be deposited directly into an escrow account established with a title company for the purposes of acquisition of the property upon which the Project is to be constructed or operated. All interest earned from the deposit of Program Funds shall be used by the Sponsor for eligible Program administrative activities; however, any such use shall not exceed Five Hundred Dollars (\$500.00) per year. Program Funds shall be segregated from the Sponsor's other funds and shall only be disbursed from the IDBA account for eligible Program Funds costs.

7.2 AHP has approved the Sponsor's budget for the Project incorporated in the SOW at Attachment D, as such budget may be updated prior to issuance of a notice to proceed to the general contractor in accordance with Article 5. Sponsor may adjust line items in the budget, including drawing upon any contingency amounts listed in the budget, without the prior approval of AHP, provided that such adjustments do not increase the overall budget amount and provided further that Sponsor provides notice to AHP of the budget changes. If, upon completion of a particular phase or segment of the Project, the Program Funds allocated to that segment or phase have not been fully expended, the Program Funds allocated to Sponsor for such segment of the Project shall remain available to Sponsor for disbursement for subsequent segments of the Project; provided, however, in no event shall the total amount of the Program Funds available to Sponsor exceed the amount set forth in this Agreement without a written amendment to this Agreement approved by AHP and DHCS.

7.3 Sponsor shall notify AHP in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by AHP. The Sponsor shall provide prior notice to AHP of any written change order before any of the following changes, additions, or deletions in work for the Project may be performed: (1) any change in the work the cost of which exceeds Twenty-Five Thousand Dollars (\$25,000); or (2) any set of changes in the work the cost of which cumulatively exceeds One Hundred Thousand Dollars (\$100,000); or (3) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Project as provided for in the plans and specifications approved by AHP; or (4) any changes in the schedule that will extend the completion date. Notice of any additions, changes, or deletions to the work shall not relieve or release the Sponsor from any other obligations under this Agreement or relieve or release the Sponsor or its surety from any surety bond.

7.4 The Sponsor shall provide AHP with an updated budget and schedule for the Project when 50% completion of construction work is achieved that shows all changes in costs and schedule from the budget and schedule provided to AHP prior to issuance of the Notice to Proceed.

7.5 Any Program Funds that have not been expended by the expiration of the Period of Performance set forth in the Summary Cover Sheet and the Attached Performance Milestones must be returned to DHCS with any accrued interest in excess of Five Hundred Dollars (\$500.00) per year, which may be used pursuant to Section 7.1 for administrative activities. Returned Program Funds shall be paid as directed by AHP or DHCS, no later than thirty (30) calendar days after the expiration of the applicable Period of Performance.

ARTICLE 8.
CHANGES TO STATEMENT OF WORK

8.1 The Sponsor shall not, without the prior approval of DHCS, change either of the following: (i) the behavioral health purpose of the Project; or (ii) the population to be served by the Project, the foregoing, each, as described in (x) the Sponsor's Application, and (y) the SOW. DHCS's decision to disapprove a request to change the Sponsor's SOW is fact-specific, and the decision shall be final and not subject to further review. The Sponsor shall submit to DHCS, and provide a copy to AHP, a written request to change the behavioral health purpose of the Project described in the Application and the SOW, which shall include a detailed description of the following criteria:

- 8.1.1 the changes to the services or the Project that the Sponsor is requesting to make;
- 8.1.2 a detailed explanation of why the change is necessary and justification for how the change in the Project meets the changing behavioral health needs of the county or geographic area that the Project serves;
- 8.1.3 the behavioral health population, services, and needs that the Sponsor's change will meet;
- 8.1.4 an attestation that the Sponsor will serve the same percentage (or more) of Medi-Cal beneficiaries as originally stated in Sponsor's Application;
- 8.1.5 anticipated additional costs of changes to the Project, including a financial plan for meeting additional costs; and
- 8.1.6 any other information requested by AHP or DHCS to evaluate the Sponsor's request.

Any changes to the SOW approved by DHCS shall be provided to AHP and considered an amendment to this Agreement and incorporated herein.

8.2 The Sponsor is solely liable and responsible for any increases in costs that exceed the Program Funds. In no event shall AHP or DHCS be responsible for any costs that exceed the Program Funds for the Project. In the event that Project costs exceed the funds that Sponsor has available to pay such costs, the Sponsor shall within thirty (30) days of such occurrence provide for AHP's approval a financial plan for meeting such additional costs, which additionally may be approved or disapproved by DHCS, in its sole discretion. A financial plan for meeting additional costs may include the Sponsor providing additional funds for the Project or the Sponsor incurring additional debt. The Sponsor shall not incur any additional debt without the prior written approval of AHP and DHCS.

ARTICLE 9.
DEFAULT AND REMEDIES

9.1 Event of Default. Any of the following shall, after written notice by AHP or DHCS and expiration of any applicable cure period, constitute an "**Event of Default**" under this Agreement:

- 9.1.1 The Sponsor's failure to satisfy the conditions precedent to disbursement of Program Funds, as set forth in Article 4 above, or to expend Program Funds pursuant to the terms of this Agreement;
- 9.1.2 The Sponsor's failure to timely satisfy each or any of the conditions set forth in this Agreement or the Award Letter;
- 9.1.3 The Sponsor's violation of any of the Program Requirements; and
- 9.1.4 AHP's or DHCS's determination of the following:
 - 9.1.4.1 the Sponsor has concealed any material fact from AHP or DHCS related to the Sponsor, the Application, the property upon which the Project is to be constructed or operated, or the Project; or
 - 9.1.4.2 any material fact or representation, made or furnished to AHP or DHCS by the Sponsor in connection with the Application, the Award Letter, or this Agreement which shall have been untrue or misleading at the time that such fact or representation was made known to AHP, or subsequently becomes untrue or misleading; or
 - 9.1.4.3 any Certification provided by the Sponsor is determined to be untrue or misleading; or
 - 9.1.4.4 any objectives or requirements of the Program cannot be met in accordance with this Agreement or within applicable timeframes, as memorialized by this Agreement.

9.2 Right to Cure. If the breach, violation, or default pursuant to Section 9.1 is not cured to AHP's and DHCS's satisfaction, as determined by AHP and DHCS, in its sole and absolute discretion, within **thirty (30) days** of notice to Sponsor, provided in accordance with the notice requirements of this Agreement, then AHP, with DHCS's approval, may declare an Event of Default under this Agreement.

- 9.2.1 Notwithstanding the foregoing, the Sponsor may request additional time to cure any Event of Default. AHP may, but shall not be required to, grant any such request, which request shall be subject to DHCS's approval. AHP's approval of the Sponsor's request for additional time to cure shall be subject to the Sponsor's continuing and diligent efforts to cure, and any additional cure period provided to the Sponsor shall be reasonable, as determined by AHP, subject to DHCS's approval in its sole discretion. In no event shall any extension of the cure period exceed thirty (30) days. For the avoidance of doubt, any extension of the cure period shall be granted in writing by AHP, subject to DHCS's approval in its sole discretion.

9.3 AHP/State/DHCS Remedies. Upon the occurrence of an Event of Default, AHP and/or DHCS may take any and all actions or remedies that are available under this Agreement, at law, or in equity, including, but not limited to, the following:

- 9.3.1 temporarily withhold disbursement of Program Funds pending correction of the noncompliance, breach, violation, or default;

- 9.3.2 disallow use of Program Funds for all or part of the costs resulting from the noncompliance, breach, violation, or default;
- 9.3.3 wholly or partly suspend or terminate this Agreement and the Sponsor's award of Program Funds, or disbursements thereof (any such suspension or termination of this Agreement or the Sponsor's award of Program Funds shall be effective upon the Sponsor's receipt of AHP or DHCS notice of termination or suspension);
- 9.3.4 withhold or deny further Program Funds or awards to the Sponsor;
- 9.3.5 require the Sponsor to return all or part of any Program Funds, including any interest;
- 9.3.6 intentionally omitted;
- 9.3.7 any and all remedies under the Declaration of Restrictions;
- 9.3.8 specific performance;
- 9.3.9 injunctive relief;
- 9.3.10 recovery and completion of the Project pursuant to the payment and performance bonds; and
- 9.3.11 any and all remedies allowed by law or equity.

ARTICLE 10. **TERMINATION**

10.1 AHP and/or DHCS shall have the right, each in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the Sponsor if (i) an Event of Default is declared by AHP or DHCS; (ii) three (3) breaches, violations, or defaults by the Sponsor of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such breaches, violations, or defaults are timely corrected; (iii) the Sponsor files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or the Sponsor discontinues or dissolves its business, or a receiver is appointed for the Sponsor or the Sponsor's business; (iv) any lender to the Sponsor declares a default under its loan agreement, or funds available to the Sponsor from any lender become unavailable such that the Sponsor is unable to timely satisfy obligations under this Agreement; or (v) the Sponsor's failure to provide AHP or DHCS with adequate assurances within a reasonable time that Sponsor is financially solvent, or AHP or DHCS determines that the Sponsor is financially insecure.

10.2 Notwithstanding the foregoing, or anything to the contrary stated herein, AHP may terminate this Agreement upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, or if AHP is directed by DHCS to terminate this Agreement.

10.3 Upon termination of this Agreement for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with the Agreement. Upon any

termination, neither AHP nor DHCS shall be responsible for any additional disbursements of Program Funds after the termination date or for any damages to the Sponsor as a result of such termination.

ARTICLE 11. **INSURANCE**

11.1 Insurance Requirements. The Sponsor shall continuously maintain for the duration of this Agreement, and so long as the Declaration of Restrictions is in place, the following insurance or self-insurance at, or in excess of, the limits detailed below:

- 11.1.1 A Builder's Risk policy, including a permission to occupy endorsement during the course of construction, and upon completion of construction, if the Project is new construction, property insurance, covering all risks of loss, excluding earthquake, flood, or other risks customarily excluded from "All-Risks" coverage, in an amount equal to full replacement cost of the Project, including all improvements, fixtures, furnishings, and equipment thereon at the time of loss.
- 11.1.2 If the Project is rehabilitation of an existing facility, property insurance covering all risks of loss, excluding earthquake, flood, or other risks customarily excluded from "All-Risks" coverage, in an amount equal to the full replacement costs of all improvements located on the property upon which the Project is to be constructed, including all improvements, fixtures, furnishings, and equipment thereon at the time of loss. Upon completion of the rehabilitation, any property insurance policy shall be updated to reflect the increased replacement costs resulting from the rehabilitation.
- 11.1.3 Workers' compensation insurance as required by the State.
- 11.1.4 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations and owned, non-owned, or hired vehicles, with One Million Dollars (\$1,000,000.00) combined single limits.
- 11.1.5 Commercial general liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence with an annual aggregate limit of Five Million Dollars (\$5,000,000.00) for bodily injury and property damage liability combined. The Sponsor's required limits may be satisfied through a combination of general liability and umbrella policies of coverage. The commercial general liability insurance policy shall cover liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Sponsor's limit of liability. If the scope of services involves one on one activities with minors, such policy shall include or not exclude sexual assault and misconduct coverage.

11.2 **Third-Party Insurance Policy Requirements.** If the Sponsor elects to obtain third-party insurance, all policies, except Workers' Compensation, shall be endorsed to name AHP and endorsed to name the "State Department of Health Care Services on behalf of the State (Agreement No.: 21-10349)" as an Additional Insured with respect to the work to be performed by the Sponsor. The endorsements and policies will provide that the insurer waives its rights of subrogation, and the insurer will provide notice to AHP in writing at least thirty (30) days prior to any cancellation, material change in coverage, or intent not to renew such insurance coverage. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

11.3 **Contractor Insurance Requirements.** The Sponsor shall require its general contractor and its subcontractors to provide insurance in the amounts and form set forth above during the course of construction (except the general contractor shall not be required to maintain Builder's Risk insurance or property insurance) and to name AHP and the "State Department of Health Care Services on behalf of the State (Agreement No.: 21-10349)" as additional insureds on all such insurance during the course of construction.

11.4 **Evidence of Self-Insurance.** If the Sponsor elects to maintain self-insurance, the Sponsor shall immediately deposit with AHP a letter, signed by an authorized Sponsor representative, certifying that the Sponsor maintains self-insurance consistent with the above requirements. The Sponsor shall certify its self-insurance maximum coverage amounts for each of the items above and whether they have individually self-insured or if they pooled self-insurance with other public entities through a joint powers agreement. Self-insurance maximum coverage amounts shall meet or exceed the minimum coverage amounts listed for each item above. The Sponsor shall also provide to AHP the Department of Industrial Relations' certificate of consent for the county to self-insure against workers' compensation claims. The Sponsor shall maintain self-insurance consistent with the requirements set forth above at all times during the term of the Agreement and the term of the Declaration of Restrictions. Notwithstanding the expiration of this Agreement, the Sponsor shall provide to DHCS a new certificate of insurance evidencing its third-party insurance, or a new letter certifying its compliance with the self-insurance coverage, as provided herein, for a period not less than thirty (30) years from the date of either of the following: (i) the date of issuance of a Certificate of Occupancy, or (ii) the date of recordation of a Notice of Completion, in the official records of the county where the Project is located.

11.5 **Insurance Indemnification.** The Sponsor shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, as a result of any claim or liability resulting from the failure of the Sponsor (or its lower-tier subcontractors or consultants) to maintain the insurance policies required by this Section.

11.6 **Insurance Premiums.** Neither AHP nor DHCS shall be responsible for any premiums, deductibles, or assessments on any insurance policy referred to in this Agreement.

11.7 Survival. The requirements to provide insurance in this Article 11 shall survive termination of this Agreement.

ARTICLE 12. OPERATIONS

Sponsor agrees that, in consideration of the receipt of Program Funds pursuant to the terms of this Agreement, Sponsor shall enter into, as required by this Agreement, the Declaration of Restrictions, to be recorded against the property upon which the Project is to be constructed or operated, in a form substantially similar as attached hereto and incorporated herein by this reference as **Attachment H**. The Declaration of Restrictions shall by its terms restrict the development, use, and occupancy of the Project for the term of thirty (30) years, from either the date of the issuance of a Certificate of Occupancy or the recordation of a Notice of Completion in the official records of the county in which the Project is located. In addition to any requirements in the Declaration of Restrictions, Sponsor shall comply with all applicable State, federal, and local health and safety laws and ordinances with respect to the operation and maintenance of the Project. The facility or facilities financed pursuant to this Agreement shall accept and provide services to Medi-Cal beneficiaries as patients. If the Sponsor transfers title to the Project, the Sponsor shall ensure and guarantee that the requirements of this provision transfer and bind the Sponsor's successor in title. These rights and obligations shall survive the expiration or early termination of this Agreement and are covenants running with the Project pursuant to the Declaration of Restrictions in the form of **Attachment H** to be recorded against the Project. During the Term of this Agreement and the term of the Declaration of Restrictions, the Sponsor shall execute such other documents as required by DHCS to comply with the Program Requirements, including deed restrictions, covenants, and conditions recorded against the Project.

ARTICLE 13. POLICIES AND LEGAL AUTHORITIES

13.1 The Sponsor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to the Sponsor's performance under this Agreement, including any licensing and health and safety requirements.

13.2 The Sponsor shall comply with California Welfare and Institutions Code sections 5960–5960.45 *et seq.*, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto.

13.3 In the event the Sponsor does not comply with the terms of this Article 13, AHP shall give notice in accordance with Section 20.7 and shall have all rights set forth in Article 9 and Article 10.

ARTICLE 14. INDEMNIFICATION

14.1 The Sponsor shall indemnify, defend, and hold harmless AHP, its officers, employees, and agents and DHCS, its officers, employees, and agents against liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any costs and expenses incurred by AHP and DHCS, including reasonable attorneys' fees, judgments, settlements, or penalties, against all liabilities, claims, suits, demands, or liens for damages to persons or property ("Claims") (unless such Claims arise from the gross negligence or willful

misconduct of AHP or DHCS) arising out of, resulting from, or relating to, the Sponsor's performance under this Agreement, and including, but not limited to, the following:

- 14.1.1 any act, omission, or statement of the Sponsor, or any person employed by or engaged under contract with the Sponsor, that results in injury (including death), loss, or damage to any person or property;
- 14.1.2 any failure on the part of the Sponsor to comply with applicable Program Requirements and requirements of law;
- 14.1.3 any failure to maintain the insurance policies required by this Agreement or the work performed, inclusive of intellectual property infringement, if applicable, under this Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of the Sponsor under the terms of this obligation;
- 14.1.4 any failure on the part of the Sponsor to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;
- 14.1.5 any injury to property or person occurring on or about the Project or the property of the Sponsor; or
- 14.1.6 any claims related to the use, generation, storage, release, threatened release, discharge, disposal, or presence of hazardous materials on, under, or about the property upon which the Project is to be constructed or located.

14.2 The Sponsor shall indemnify AHP and DHCS under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement. AHP or DHCS shall provide timely notice of any Claim, describing in reasonable detail such facts and circumstances with respect to such Claim. The Sponsor shall defend AHP and DHCS with counsel reasonably acceptable to AHP and DHCS. AHP and DHCS, each, may, at its option and own expense, engage separate counsel to advise them regarding the Claim and its defense. Such counsel may attend all proceedings and meetings. The Sponsor shall not settle any Claim without the consent of AHP and DHCS, as applicable.

14.3 The Sponsor agrees to indemnify, defend and save harmless AHP and its officers, agents, and employees and DHCS and its officers, agents, and employees from any and all claims, costs (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against any such claim, action, or proceeding, commenced or threatened), and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Sponsor in the performance of this Agreement.

14.4 This indemnification shall survive the expiration or termination of the Agreement.

ARTICLE 15. PREVAILING WAGE

Any construction work that is part of the Project is subject to state and federal prevailing wage law, including California Labor Code section 1720 *et seq.* The Sponsor is urged to seek professional legal advice about prevailing wage law requirements and the Sponsor's obligations thereunder. Prior to disbursing the Program Funds, Sponsor must sign Certification No. 1 and the Sponsor's general contractor must sign Certification No. 12, certifying compliance with California's prevailing wage law and all applicable wage and hours laws. Sponsor shall also comply with any other labor requirements applicable to the Project as a result of other funding sources or regulatory requirements.

ARTICLE 16. ENVIRONMENTAL CONDITIONS

The Sponsor shall provide a Phase I Environmental Site Assessment ("ESA") for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and the Sponsor desires to proceed with the Project, the Sponsor shall provide AHP with a Phase II report and any additional reports as required by AHP and in a form acceptable to AHP. The Sponsor shall also provide an asbestos assessment and a lead-based paint report for AHP's approval if the Project involves rehabilitation or demolition of existing improvements. Prior to disbursement of Program Funds for real property acquisition, AHP shall require the Sponsor to sign Certification No. 8, certifying that all recommendations of the Phase I or Phase II ESA have been complied with or shall be complied with prior to commencement of construction. Prior to disbursement of Program Funds for any rehabilitation work, AHP shall require the Sponsor to sign Certification No. 8, certifying that all asbestos and/or lead-based paint has been abated or shall be abated prior to or during the performance of any such rehabilitation work.

ARTICLE 17. RELOCATION

The Sponsor must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. section 4601 *et seq.*), the California Relocation Assistance Law (California Government Code section 7260 *et seq.*), and their implementing regulations ("Relocation Laws") if the Project will result in the displacement, as that term is defined in the Relocation Laws, of any persons, businesses, or farm operations. Pursuant to the Relocation Laws, the Sponsor must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. The Sponsor shall provide any required notices and relocation benefits in accordance with the Relocation Laws. The Sponsor shall provide AHP with Certification No. 8, certifying that all applicable Relocation Laws have been complied with.

ARTICLE 18. INSPECTIONS, AUDITS, AND RECORD RETENTION

18.1 AHP or any of its authorized representatives shall have the right to access any documents, papers, or other records of the Sponsor which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall

include, but are not limited to, inspection of the Sponsor's books and records, in addition to site inspections, as AHP deems appropriate.

18.2 AHP may perform compliance reviews, review procedures and documents pertaining to the SOW and other elements of this Agreement, perform on-site visits, and desk reviews in order to ensure the Sponsor's compliance with this Agreement, as well as to protect against fraud, waste, and abuse.

18.3 The right to access records also includes timely and reasonable access to the Sponsor's personnel for the purpose of interview and discussion related to the requested documents and/or information.

18.4 The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Sponsor.

18.5 The Sponsor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Project and the Program Funds.

18.6 The Parties recognize and acknowledge that DHCS and the Sponsor are public entities subject to the Public Records Act and information exchanged may be subject to public disclosure and the Parties have no right to assume that such information shall be kept confidential.

18.7 Any review or inspection undertaken by AHP or its designee with reference to the Project is solely for the purpose of determining whether the Sponsor is properly discharging its obligations to DHCS and should not be relied upon by the Sponsor or by any third parties as a warranty or representation by AHP or DHCS as to the quality of the design or construction of the Project.

18.8 The Sponsor agrees that claims based upon an audit finding, and/or an audit finding that is appealed and upheld, shall be recovered by AHP by one of the following options:

18.8.1 the Sponsor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP's request for payment; or

18.8.2 a repayment schedule which is agreeable to both AHP and the Sponsor.

AHP reserves the right to select which option described above shall be employed, and AHP shall notify the Sponsor in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

18.9 Sponsor shall provide to AHP an executed Facility Access Certification, "Execution of Facility Access Agreement with State of California, Department of Health Care Services," in connection with DHCS's right to inspect, audit, and review Sponsor's compliance with this Agreement and the Program Requirements within forty-five (45) days of Sponsor's receipt of the Agreement with DHCS.

ARTICLE 19. **THIRD-PARTY BENEFICIARIES**

The State, represented by DHCS in this Agreement, is a third-party beneficiary of this Agreement. The Agreement shall not be construed so as to give any other person or entity, other than the Parties and DHCS, any legal or equitable claim or right. DHCS or another authorized

department or agency representing the State may enforce any provision of this Agreement to the full extent permitted in law or equity as a third-party beneficiary of this Agreement. The State may take any and all remedies available in law and equity. In the event of litigation, the State may choose to seek any type of damages available in law or equity, up to the full amount of Program Funds awarded to the Sponsor.

ARTICLE 20. **MISCELLANEOUS**

20.1 Dispute Resolution.

20.1.1 In the event of a dispute, the Parties shall first try to resolve the dispute by escalating it to higher levels of management to negotiate in good faith. If negotiations are unsuccessful, any controversy, dispute, or disagreement arising out of or relating to this Agreement, its breach, or its subject matter shall be conducted in a court of competent jurisdiction in Napa County, California. Any Party bringing an action must comply with all applicable laws relating to claims against public entities, including the time limitations and manner of claim presentation prescribed by Chapter 2, commencing with section 910 of Part 3 (Claims Against Public Entities) of Division 3.6 of Title 1 of the California Government Claims Act.

20.1.2 The Sponsor shall be obligated to continue to perform pursuant to this Agreement while any dispute is pending.

20.1.3 Dispute Resolution provisions do not apply to the State.

20.2 Attorneys' Fees. If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including reasonable arbitration costs and reasonable attorneys' fees. If multiple items are disputed and the final decision is split, then the Parties shall allocate such expenses pro rata as to each item. This Section 20.2 Attorney's Fees provision does not apply to the State.

20.3 Waiver. AHP's failure to notify the Sponsor of a breach or to insist on strict performance of any provision of this Agreement shall not constitute waiver of such breach or provision.

20.4 Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, at law or in equity. AHP or DHCS may seek equitable relief, including an injunction, against the Sponsor in connection with any breach or threatened breach of this Agreement.

20.5 Limitation of Liability. Except as otherwise provided in this Agreement, or by applicable law, the Sponsor waives any right to seek, and AHP and DHCS shall not be liable for, any special, consequential, or punitive damages; indirect or incidental damages; or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if the Sponsor advises AHP or DHCS of the possibility of any such damages.

20.6 Relationship. The Sponsor is an independent contractor with respect to AHP. This Agreement is not intended to create a partnership, joint venture, employment, or fiduciary relationship between the Parties or between any Party hereto and DHCS.

20.7 Notices. Notices under this Agreement must be (i) in writing, (ii) addressed to the receiving Party at the address described in the Summary Cover Sheet (unless notice of a different address is given), and (iii) (A) if personally delivered to the recipient, notice is effective upon delivery, (B) if sent by a nationally recognized overnight courier service, notice is effective on the first business day following its timely deposit with such courier service, delivery fees for next business day delivery prepaid; no signature affirming receipt by the receiving Party is required, the internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service, or (C) if sent by certified U.S. mail, notice is effective three (3) days after deposit thereof in the U.S. mail, postage prepaid, certified, return receipt requested. Counsel for a Party may send notice on behalf of its client.

20.7.1 Notwithstanding the foregoing, the Parties may deliver any approval, disapproval, or request therefor via email. Such email notices and deliveries shall be valid and binding on the Parties, subject to the following:

20.7.1.1 Such email must be properly addressed to the other Party's Designated Representatives. For purposes of this Agreement, "**Designated Representative**" means initially (i) for AHP, Euna Ra-Smith, Deputy Program Director, at era-smith@ahpnet.com and Mark Faucette, Program Director I, at mfaucette@ahpnet.com, and (ii) for the Sponsor, Jennifer Yasumoto at jennifer.yasumoto@countyofnapa.org. A Party may change a Designated Representative only upon notice to the other Party pursuant to the requirements of Section 20.7(iii) (A), (B) or (C).

20.7.1.2 If the sender receives a bounce-back, out-of-office, or other automated response indicating non-receipt, the sender shall (i) re-attempt delivery until the other Party confirms receipt or (ii) deliver the item in accordance with Section 20.7(iii) (A), (B), or (C).

20.8 Governing Law. The place of performance of this Agreement is California and the laws of the State of California shall govern the validity, performance, enforcement, and interpretation of this Agreement. Any litigation or enforcement of an award must be brought in the appropriate federal or state court in the State of California, County of Sacramento. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue with respect to any such proceeding. The Parties acknowledge that all directions issued by the forum court, including injunctions and other decrees, shall be binding and enforceable in all jurisdictions and countries.

20.9 Assignment. The Sponsor shall not assign, delegate, or otherwise transfer this Agreement or its duties or obligations in connection therewith, in whole or in part, without the prior approval of AHP and DHCS. AHP's obligations under this Agreement shall be assignable to DHCS or DHCS's designee upon DHCS's request without the Sponsor's consent. In the event that AHP assigns its obligations under this Agreement to DHCS, AHP shall make commercially reasonable efforts to transition any reasonably necessary documentation related to this Agreement to DHCS or its designee; provided, however, that AHP shall have no obligation to incur any

liability nor pay fees, charges, or reimbursement in connection with any assignment, wind-down, or transition services.

20.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the Parties. No understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both Parties. No handwritten changes shall be effective unless initialed by each Party.

20.11 Independent Legal and Tax Advice. AHP and the Sponsor, each, have reviewed and negotiated this Agreement using such independent legal and tax counsel as each has deemed appropriate. The Sponsor further acknowledges that it has been afforded the opportunity to obtain legal and tax advice concerning its legal and financial duties and obligations, including its state and federal tax liabilities related to its receipt of Program Funds, and hereby confirms by the execution and delivery of this Agreement that it has either done so or waived its right to do so in connection with entering into this Agreement. For the avoidance of doubt, the Sponsor shall be solely responsible for its tax liabilities related to its receipt of Program Funds.

20.12 Exhibits. The Attachments, Schedules, and Addenda attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.

20.13 Partial Invalidity. If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the affected provision to any other circumstance, shall be fully enforceable.

20.14 Captions. The headings contained herein are for convenience only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

20.15 Force Majeure. Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Such circumstances may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the U.S. Government, or any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.

20.16 Publicity. Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, and proposals. This Section shall survive expiration/termination of this Agreement. Notwithstanding the foregoing, the Sponsor agrees that the State may use and refer to the Sponsor and the Project in any publication, news release, advertising, speech, technical paper, or for any other purposes.

20.17 Notice of Litigation. Promptly, and in any event within five (5) business days after an officer or other authorized representative of the Sponsor obtains knowledge thereof, the Sponsor shall provide written notice to AHP of (i) any litigation or governmental proceeding pending against the Sponsor which could materially adversely affect the business, operations, property, assets, condition (financial or otherwise), or prospects of the Sponsor and (ii) any other event which is likely to materially adversely affect the business, operations, property, assets, condition (financial or otherwise), or prospects of the Sponsor.

20.18 Survival. Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.

20.19 Successors. This Agreement shall be binding upon the Parties, their successors, and assigns.

20.20 Approvals. Whenever this Agreement calls for approval by either (i) a Party or (ii) DHCS, approval shall mean prior written approval (including via email), not to be unreasonably conditioned, delayed, or withheld, unless sole discretion is expressly noted.

20.21 Timeliness. Time is of the essence in this Agreement.

20.22 Counterparts; Electronic Signatures. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

AHP:

**ADVOCATES FOR HUMAN
POTENTIAL, INC.**, a Massachusetts
corporation

By: _____

Charles Galland,
General Counsel

Date: _____

SPONSOR:

NAPA COUNTY, a political subdivision of
the State of California, acting through its
Department of Health and Human Services

By: _____

Jennifer Yasumoto,
Director of Health and Human Services
Agency

Date: _____

LIST OF ATTACHMENTS

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STATE REQUIREMENTS

Only the State Requirements applicable to the Sponsor's Program Funding are included in this Attachment and inapplicable provisions have been intentionally omitted.

1. Federal Equal Opportunity Requirements.

- a. The Sponsor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Sponsor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Sponsor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, setting forth the provisions of the Equal Opportunity clause, section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Sponsor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Sponsor will, in all solicitations or advancements for employees placed by or on behalf of the Sponsor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Sponsor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Sponsor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Sponsor will comply with all provisions of and furnish all information and reports required by section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the

Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Sponsor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Sponsor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Sponsor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Sponsor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each Sponsor or vendor. The Sponsor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Sponsor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Sponsor may request in writing to AHP, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement.

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS's Travel Reimbursement Information Exhibit in Attachment A-State Requirements. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by AHP upon the submission of a statement by the Sponsor indicating that such rates are not available to the Sponsor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules.

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

a. Equipment/Property Definitions.

Wherever the term equipment and/or property is used, the following definitions shall apply:

Major equipment/property: A tangible or intangible item having a base unit cost of Five Thousand Dollars (\$5,000) or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

Minor equipment/property: A tangible item having a base unit cost of less than Five Thousand Dollars (\$5,000) with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Intentionally omitted.

d. Intentionally omitted.

e. In AHP's sole discretion (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the

right to either deny claims for reimbursement or to request repayment for any Sponsor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.

- f. The Sponsor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Sponsor at any time.
- g. For all purchases, the Sponsor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Sponsor for inspection or audit.
- h. AHP may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Sponsor no less than thirty (30) calendar days written notice.

4. Equipment/Property Ownership/Inventory/Disposition.

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with Agreement funds or furnished by AHP under the terms of this Agreement shall be considered state equipment and the property of DHCS, unless a waiver is granted.

- (1) Reporting of Equipment/Property Receipt - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP/DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Sponsor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, the Sponsor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, the Sponsor shall request a copy from AHP.

- (2) Annual Equipment/Property Inventory - If the Sponsor enters into an agreement with a term of more than twelve months, the Sponsor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, the Sponsor shall request a copy from AHP. The Sponsor shall:

- (a) Include in the inventory report, equipment and/or property in the Sponsor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.
- (c) Contact AHP to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, AHP or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Sponsor's facility which may be affected by the removal of any state equipment and/or property.

d. The Sponsor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, AHP may require the Sponsor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, the Sponsor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and the Sponsor shall promptly submit one copy of the theft report to AHP.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement, with prior approval only.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Sponsor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP's expense and according to AHP's instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP OR DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

5. Subcontract Requirements.

- a. Intentionally Omitted.

- b. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Sponsor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Sponsor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Sponsor and a subcontractor) of Five Thousand Dollars (\$5,000) or more are subject to the prior review and written approval of DHCS. DHCS may, in its sole discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. The Sponsor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make copies available for approval, inspection, or audit.
- e. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. The Sponsor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Sponsor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Sponsor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Sponsor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

The Sponsor agrees to maintain and preserve, until three years after termination of this Agreement and final payment from AHP, to permit AHP or DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

- i. Unless otherwise stipulated in writing by AHP, AHP shall be the Sponsor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Sponsor shall, as applicable, advise all subcontractors of their obligations to comply with this Attachment.

6. Income Restrictions.

Unless otherwise stipulated in this Agreement, the Sponsor agrees that any refunds income, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the

Sponsor under this Agreement are subject to the provisions of 2 C.F.R. section 200.307 and U.S. Department of the Treasury guidance. Income shall be paid by the Sponsor to AHP so that AHP can pay DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by AHP under this Agreement.

7. Audit and Record Retention.

- a. The Sponsor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Sponsor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Sponsor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Sponsor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Sponsor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, section 1896.77)
- d. The Sponsor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Sponsor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Sponsor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. The Sponsor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection.

The State has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Sponsor, the Sponsor shall provide and shall require Sponsors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Intentionally Omitted.

10. Intentionally Omitted.

11. Warranties.

The Sponsor represents and warrants that:

- a. It is free to enter into and fully perform this Agreement.
- b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- c. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or DHCS in this Agreement.
- d. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- e. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way the Sponsor's performance of this Agreement.
- f. All materials and equipment furnished with respect to the Project and all work performed by the Sponsor will be of good and workmanlike quality, free from faults and defects, and in conformance with the Agreement.
- g. It shall comply with all applicable laws in connection with its performance of its obligations under this Agreement.
- h. It has disclosed to AHP and/or DHCS, the composition of the Sponsor, including any entity, member, manager, partner, or person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Sponsor ("Related Party" or "Related Parties") and shall promptly disclose to AHP and/or DHCS, during the Term of this Agreement, any change in ownership or control of the Sponsor or any merger or acquisition that changes the

control of the Sponsor. For purposes of this Agreement, “control” shall mean any entity that has an ownership interest of greater than twenty percent (20%) in the Sponsor, or, has the authority to direct or cause the direction of the affairs or management of the Sponsor.

- i. It shall disclose to AHP and/or DHCS, during the Term of this Agreement, promptly upon the existence or discovery of the existence of an actual or potential transaction, agreement, or settlement with a Related Party in connection with the Project (“Related Party Transaction”).
- j. It shall disclose to AHP and/or DHCS, during the Term of this Agreement, promptly upon the existence or discovery of the existence of a Related Party or a Related Party Transaction: (1) the nature of the relationship, (2) the nature of the potential or actual transaction, agreement, or settlement, (3) the dollar amounts of any such transaction, agreement, or settlement, (4) the dollar amounts due to or from a Related Party, and (5) documents and any additional information, as may be required by AHP and/or DHCS in their sole discretion.
- k. The provisions set forth herein shall survive any termination or expiration of this Agreement or any Project schedule.

12. Air or Water Pollution Requirements.

Any federally funded agreement and/or subcontract in excess of One Hundred Thousand Dollars (\$100,000) must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 *et seq.*), as amended, and the Clean Water Act (33 U.S.C. 1251 *et seq.*), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences.

The Sponsor shall obtain prior AHP approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Sponsor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Sponsor to conduct routine business matters.

14. Confidentiality of Information.

- a. The Sponsor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning

persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

- b. The Sponsor and its employees, agents shall not use such identifying information for any purpose other than carrying out the Sponsor's obligations under this Agreement.
- c. The Sponsor and its employees, agents shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Sponsor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, "identity" shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by AHP/DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Intentionally Omitted.

16. Intentionally Omitted.

17. Intentionally Omitted.

18. Intentionally Omitted.

19. Novation.

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within sixty (60) days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the sixty (60)-day period and confirmed in writing within five (5) days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification.

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Sponsor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376.
- b. By signing this Agreement, the Sponsor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376;
 - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
- c. If the Sponsor is unable to certify to any of the statements in this certification, the Sponsor shall submit an explanation to AHP and the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

- e. If the Sponsor knowingly violates this certification, in addition to other remedies available to the Federal Government, DHCS may terminate this Agreement for cause or default.

21. Intentionally Omitted.

22. Intentionally Omitted.

23. Intentionally Omitted.

24. Intentionally Omitted.

25. Officials Not to Benefit.

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Intentionally Omitted.

27. Intentionally Omitted.

28. Use of Small, Minority Owned and Women's Businesses.

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprise, whenever possible (i.e., procurement of goods and/or services). Subcontractors shall take all of the following steps to further this goal.

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intended to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

29. Intentionally Omitted.

30. Intentionally Omitted.

31. Intentionally Omitted.

32. Suspension or Stop Work Notification.

- a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Sponsor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Sponsor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within ninety (90) days of the issuance of a suspension or stop work notification, AHP shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Sponsor may resume work only upon written concurrence of AHP.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation/ Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. AHP shall not be liable to the Sponsor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Intentionally Omitted.

34. Compliance with Statutes and Regulations.

- a. The Sponsor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to the Sponsor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subparts D, E, and F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Intentionally Omitted.

Attachment B
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding, or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of One Hundred Thousand Dollars (\$100,000) or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services

Name of the Sponsor Printed

Jennifer Yasumoto

Name of Person Signing for Sponsor

R5-23-2801

Contract Number

Signature of Person Signing for Sponsor

Date

Director of Health and Human Services

Agency

Title

After execution by or on behalf of the Sponsor, please return to:
California Department of Health Care Services

CERTIFICATION REGARDING LOBBYING
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	10b. Individuals Performing Services (including address if different from 10a.) (last name, first name, MI):	

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a fine not to exceed \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: <u>Jennifer Yasumoto</u></p> <p>Title: <u>Director of Health and Human Services Agency</u></p> <p>Telephone No.: <u>+1 (707) 253-4678</u></p> <p>Date: _____</p>
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date and of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the

subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB); grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001”.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMN No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment C

THE SPONSOR PUBLIC WORKS CERTIFICATION

The Sponsor Certification Clause CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Sponsor to the clause(s) listed below. This certification is made under the laws of the State of California.

Sponsor/Bidder Firm Name (Printed)	Federal ID Number
Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services	94-6000525

By (Authorized Signature)

Jennifer Yasumoto, Director of Health and Human Services Agency

Printed Name and Title of Person Signing

Date Executed	Executed in the County of Napa
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SPONSOR CERTIFICATION CLAUSES

ARTICLE 1. STATEMENT OF COMPLIANCE

The Sponsor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, section 11102) (Not applicable to public entities.)

ARTICLE 2. DRUG-FREE WORKPLACE REQUIREMENTS

The Sponsor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation and employee assistance programs; and
 - 4. penalties that may be imposed upon employees for drug abuse violations.
- c) Every employee who works on the proposed Agreement will:
 - 1. receive a copy of the company's drug-free policy statement; and
 - 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Sponsor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Sponsor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (GC8350 *et seq.*)

ARTICLE 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The Sponsor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against the Sponsor within the immediately preceding two-year period because of the Sponsor's failure to comply with an order of a Federal court which orders the Sponsor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

ARTICLE 4. SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE—PRO BONO REQUIREMENT

The Sponsor hereby certifies that the Sponsor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

The Sponsor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year or 10% of its Agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

ARTICLE 5. SWEATFREE CODE OF CONDUCT

- a) All Sponsors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Sponsor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code section 6108.
- b) The Sponsor agrees to cooperate fully in providing reasonable access to the Sponsor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Sponsor's compliance with the requirements under paragraph (a).

ARTICLE 6. DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

6.1 LABOR CODE/WORKERS' COMPENSATION:

The Sponsor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and the Sponsor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code section 3700.)

It is hereby mutually agreed that the Sponsor shall forfeit to the State a monetary penalty as determined in Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition the contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly, registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty (40) hours a week and the contractor shall forfeit, as a penalty to the State, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty (40) hours in any calendar week, in violation of Labor Code sections 1810-1815, inclusive.

Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The contractor and each subcontractor must comply with the requirements of Labor Code section 1777.5 and any related regulations regarding the employment of registered apprentices.

Each contractor and subcontractor shall comply with Labor Code section 1776 regarding record keeping.

6.2 AMERICANS WITH DISABILITIES ACT:

The Sponsor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

6.3 THE SPONSOR'S NAME CHANGE:

An amendment is required to change the Sponsor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6.4 CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Sponsor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Sponsor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6.5 RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

6.6 AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Sponsor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

6.7 PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Sponsors that are not another state agency or other government entity.

6.8 CALIFORNIA CIVIL RIGHTS LAWS:

For Agreement executed or renewed after January 1, 2017, the Sponsor certifies compliance with the Unruh Civil Rights Act (section 51 of the Civil Code) and the Fair Employment and Housing Act (section 12960 of the Government Code).

6.9 EMPLOYER DISCRIMINATION POLICIES:

For Agreements executed or renewed after January 1, 2017, if the Sponsor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Sponsor certifies that such policies are not used in violation of the Unruh Civil Rights Act (section 51 of the Civil Code) and the Fair Employment and Housing Act (section 12960 of the Government Code).

6.10 ANTITRUST CLAIMS:

The Sponsor offers and agrees and will require all of its contractors and subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (Title 15, U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code sections 4550 to 4554, the assignor shall

be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code sections 4550 to 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

ATTACHMENT D
STATEMENT OF WORK (“SOW”)

A: PROJECT AND SPONSOR INFORMATION	
Project UUID: B5_497_CrisisStabNapa	Sponsor Name: Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services
Project Name: Crisis Stabilization Unit (CSU) - Children's Services Expansion	Facility Category Type(s) (Residential and/or Outpatient): Outpatient
Project Address: 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558	Acquisition with Grant Funds (Y/N): No
APN(s) #: 046-610-021	
B: DESIGNATED REPRESENTATIVE	C: PROGRAM FUNDS & CASH MATCH AMOUNT
Name and Title: Jennifer Yasumoto, Director of Health and Human Services Agency	Program Funds: \$3,329,955.00
Address: 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558	Cash Match: \$277,964.00
Office Phone #: +1 (707) 253-4678	Total Funds: \$3,607,919.00
Mobile Phone #:	
Email: jennifer.yasumoto@countyofnapa.org	
D: PROJECT NARRATIVE	
The Children's Crisis Stabilization Unit (CSU) expansion will operate in a manner that reflects and upholds the core values of Napa County Health and Human Services Agency (HHSA) which include Commitment, Collaboration, and Compassion. Napa County HHSA works to advance health equity, addressing the social drivers of health and reducing disparities in the community we serve. The policies and procedures within Napa County HHSA and the County will serve as the foundation for carrying out our work as we strategically work towards our vision of a, "Community in which ALL people have the opportunity to live fulfilling lives."	
The objective of the CSU is to provide short-term mental health stabilization for children, a safe place for their caregivers to gain support, education, and access to a healing environment. The milieu of the crisis stabilization unit is a supportive environment focused on high quality, client, and family-driven care. The CSU promotes and provides opportunity for community-based treatment and healing. This is a less restrictive environment for children when clinically appropriate, versus an inpatient psychiatric hospital setting. The CSU provides a safe place for voluntary and involuntary treatment for vulnerable populations across our county, including children who are experiencing mental health symptoms coupled with homelessness or justice involvement.	
Napa County is utilizing this grant opportunity to support the rehabilitation of an adjacent space to expand the children's and youth capacity in our crisis stabilization services to four, and to provide a	

dedicated children's and youth services area within the program. The rehabilitation will consist of demolition of much of the current interior space, the addition of restrooms and shower areas, and a kitchenette. Renovations will include new plumbing and HVAC, lighting, flooring, and the addition and removal of walls to provide a layout supporting the services to be delivered. Once renovated, the space will house crisis stabilization services that will provide immediate access to crisis intervention, emergency psychiatric evaluation and medication services for children and youth in a mental health crisis, and other specialty mental health services.

The current CSU facility, which has in operation since 2017, provides crisis services for people across the lifespan. There is currently one lounge/sleep room to separate and provide services for up to two children at a time. The facility is licensed for up to eight occupants, two children and six adults. The operations and clinical team attempt to keep the children and adults separate for safety and clinical reasons, however the current space for children is small and does not provide a children's specific treatment milieu. The goal with the proposed CSU children's service expansion is create a separate space for up to four children. The children's area will have a separate entrance for children and caregivers, a separate calming room, therapeutic milieu space and separated intake area large enough for staff, caregivers and clients. The new space will provide the opportunity for treatment and clinical intervention for children in psychiatric distress, without adults in the same treatment space. The two children's beds in operation in the current CSU will be converted to adult beds. None of the BHCIP funding will be used in that transition to adult beds. The increase to four beds also supports the larger community mission to keep children in their communities and in home settings. Without local capacity, children are sent to out of county inpatient psychiatric hospital beds, which create costly barriers for family especially costs including childcare coverage for other children and transportation costs to out of county hospitals. The expansion of a children's crisis CSU promotes the value in providing children and family specific services, creating a safe and healthy space.

E: PROJECT EXPANSION SCOPE REQUIREMENTS

Facility Type 1: Crisis Stabilization Unit	# New Beds:	# New Slots: 254
Total New Square Footage Funded by Expansion: 2,980	Total # New Beds:	Total # New Slots: 254

F: TASKS

TASK 1: MATCH / EQUITY CASH DEPOSIT

Description/Deliverables	CASH MATCH FUNDS ALLOTED: \$277,964.00
<p>A. Sponsor shall either:</p> <ul style="list-style-type: none"> ○ Deposit any Match Funds in the form of cash into the AHP designated Match Funds Bank Account within ninety (90) days of execution of this document; or ○ Provide Documentation to AHP that shall satisfy that Sponsor has an In-Kind Match for either: 	<p>CASH MATCH AMOUNT AS REQUIRED TO START PROJECT</p> <p>[CASH MATCH MUST BE EXPENDED PRIOR TO DISBURSEMENT OF PROGRAM FUNDS TO SPONSOR]</p>

- Property Value Documentation (Tax Assessor's Value or Certified Appraisal)
- Sunk Costs Value Documentation (paid receipts, invoices, payment validation)

B. Sponsor shall submit to AHP the following prior to the disbursement of any Program Funds:

- **Deliverables:**
 - Executed Program Funding Agreement
 - Completed Government Agency Taxpayer ID Form
 - Authorizing Resolution(s)
 - Evidence of Establishment of IDBA Account
 - Evidence of Deposit of Cash Match Funds into AHP designated Match Funds bank account
 - Recorded Declaration of Restrictions, if Program Funds are NOT allocated in the Project Budget for Task 2
 - Current Title Report
 - Opinion Letter by Legal Counsel
 - Certificates of Insurance, if Program Funds are NOT allocated in the Project Budget for Task 2.
 - Complete Draw Request for Expenditure of Cash Match Funds
 - Executed Facility Access Agreement with State of California, Department of Health Care Services
- **Certifications as provided by AHP:**
 - Facility Access Certification – Execution of Contract with State of California, Department of Health Care Services
 - Certification # 1 - Budget Prevailing Wage Compliance
 - Certification # 2 - Related Party and Related Party Transaction Disclosure
 - Certification # 3 - Execution of Program Funding Agreement
 - Certification # 4 - Match Funds, Property Equity, or In-Kind Match
 - Certification # 5 - Declaration of Restrictions, if Program Funds are NOT allocated in the Project Budget for Task 2
 - Certification # 6 - Legal Review of CA Welfare and Institutions Code §5960.3(a)

Future Project Funding is dependent on successful completion of Deliverables and Certifications of this Task 1.	
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TASK 2: ACQUISITION

Description/Deliverables

A. Sponsor shall submit to AHP the following prior to the disbursement of any Program Funds for Task 2:

- **Deliverables:**
 - Purchase and Sale Agreement (mutually executed by buyer and seller)
 - Certified Appraisal Report of Target Acquisition Property
 - Signed Escrow Instructions
 - Evidence of Any Additional Funds Necessary to Acquire Real Property, if necessary
 - Recorded Declaration of Restrictions (upon close of escrow)
 - Estimate of Escrow Closing Costs
 - Complete Draw Request for Program Funds
 - Certificates of Insurance: Commercial General Liability, Workers' Compensation, Automobile and Property
 - Phase I Environmental Report
 - Phase II Environmental Report, if necessary
 - Asbestos Assessment and Lead-Based Paint Report, if necessary
 - Planning Agency Review Narrative, if necessary
- **Certifications as provided by AHP:**
 - Certification # 5 - Declaration of Restrictions
 - Certification # 7 - Planning Agency Review
 - Certification # 8 - Due Diligence Completed

Future Project funding is dependent on successful completion of Deliverables and Certifications of this Task 2.

TASK 3: CONSTRUCTION PERMITS/FEES AND PRE-CONSTRUCTION PLANNING

Description/Deliverables

A. Sponsor shall submit to AHP the following prior to the disbursement of any Program Funds for Task 3:

- **Deliverables:**
 - Planning Agency Review Narrative, if NOT completed for Task 2.
 - Planning Department Approval(s), if necessary
 - Phase I Environmental Report, if necessary
 - Phase II Environmental Report, if necessary
 - Asbestos Assessment and Lead-Based Paint Report, if necessary
 - Estimated Total Plan Check Fees from Building Department (prior to disbursement of Program Funds for construction permits/fees)
 - Complete Draw Request for Program Funds, submitted every thirty (30) days as needed
- **Certifications as provided by AHP:**
 - Certification # 7 - Planning Agency Review, if NOT completed for Task 2.
 - Certification # 8 - Due Diligence Completed, if NOT completed for Task 2.
 - Certification # 9 - Design Development Drawings (DDs) 100% Complete (prior to disbursement of Program Funds for construction permits/fees)

- Certification # 10 - Construction Drawings (CDs) for First Submittal to Building Department (prior to disbursement of Program Funds for construction permits/fees)

B. Sponsor shall submit to AHP the following during the course of Task 3: Pre-Construction Planning:

- **Certifications as provided by AHP:**

- Certification # 9 - Design Development Drawings (DDs) 100% Complete
- Certification # 10 - Construction Drawings (CDs) for First Submittal to Building Department

Future Project funding is dependent on successful completion of Deliverables and Certifications of this Task 3. If any of these Deliverables or Certifications are submitted at Task 2, these Deliverables and Certifications are not required to be submitted pursuant to this Task 3, unless otherwise required by AHP in its sole discretion.

TASK 4: REHABILITATION/NEW CONSTRUCTION

Description/Deliverables

A. Sponsor shall submit to AHP the following prior to the disbursement of any Program Funds for Task 4:

- **Deliverables:**

- Evidence of Builder's Risk, General Liability, Workers' Compensation, and Automobile Insurance
- Payment and Performance Bond by Contractor
- Complete Set of Approved/Stamped Construction Drawings (digital format)
- Executed Construction Contract with Construction Contract Addendum
- Evidence of Project registration with the California Department of Industrial Relations (DIR)
- Approvals and Written Utility Service Commitments (will serve letters) from all Local Agencies, as required
- Complete Draw Request for Program Funds, submitted every thirty (30) days as necessary
- Planning Agency Review Narrative, if necessary
- Phase I Environmental Report, if necessary
- Phase II Environmental Report, if necessary
- Asbestos Assessment and Lead-Based Paint Report, if necessary

- **Certifications as provided by AHP:**

- Certification # 7 - Planning Agency Review, if NOT completed for Task 2
- Certification # 8 - Due Diligence Completed, if NOT completed for Task 2
- Certification # 9 - Design Development Drawings (DDs) 100% Complete, if NOT completed for Task 3
- Certification # 10 - Construction Drawings (CDs) for First Submittal to Building Department, if NOT completed for Task 3
- Certification # 11 - Construction Contract with Construction Contract Addendum
- Certification # 12 - Prevailing Wage Compliance (General Contractor)

B. Sponsor shall submit to AHP the following during the course of Task 4:

- **Deliverables:**

- Evidence of Remediation or Abatement, if necessary
- Site Inspection Reports, as necessary
- Building Permits, as necessary
- Updated Construction Contract Budget and Schedule prior to Issuance of Notice to Proceed
- Updated Construction Contract Budget and Schedule at Expenditure of 50% of the Costs of Construction
- Notice to Proceed
- Temporary Certificate of Occupancy, if necessary

- Certificate of Occupancy, if necessary
- Notice of Completion
- Completed Facility, Ready for Licensing and Operations
- Building Permit signed off by Local Building Department or Equivalent
- **Certifications as provided by AHP:**
 - Certification # 13 - Building Permit Receipt and Notice of Exemption Filed (California Environmental Quality Act)
 - Certification # 14 - Required Insurance and Notice to Proceed
 - Certification # 15 - Project Construction Is 50% Complete
 - Certification # 16 - Receipt of Certificate of Occupancy ("CoO")
 - Certification # 17 - Notice of Completion and Receipt of Conditional/Unconditional Final Releases of Liens
 - Certification # 18 - Receipt of Business License and Operational

Future Project funding is dependent on successful completion of Deliverables and Certifications of this Task 4. If any of these Deliverables or Certifications are submitted at Task 2, these Deliverables and Certifications are not required to be submitted pursuant to this Task 4, unless otherwise required by AHP in its sole discretion.

TASK 5: OTHER PROJECT COSTS

Description/Deliverables

A. Sponsor shall submit to AHP the following prior to the disbursement of any Program Funds for Task 5:

- **Deliverables:**
 - Complete Draw Request for Program Funds
 - Detailed Description of "Other Project Costs" needs/uses

TASK 6: RESERVES

Description/Deliverables

To be used **as needed** for administrative costs, operating costs during rehabilitation, and/or move-in costs after construction is completed.

A. Sponsor shall submit to AHP the following prior to the disbursement of any Program Funds for Task 6:

- **Deliverables:**
 - Complete Draw Request for Program Funds

Detailed Description of "Reserves" needs/uses

TASK 7: DEVELOPER COSTS

Description/Deliverables

A. Sponsor shall submit to AHP the following prior to the disbursement of any Program Funds for Task 7:

- **Deliverables:**
 - Complete Draw Request for Program Funds, submitted every thirty (30) days as needed
 - Detailed Description of "Developer Costs" needs/uses

Future Project funding is dependent on successful completion of Deliverables and Certifications of this Task 7.

TASK 8: RELEASE OF RETENTION

Description/Deliverables

A. Sponsor shall submit to AHP the following prior to the disbursement of any Program Funds for Task 8:

- **Deliverables:**
 - Complete Draw Request for Program Funds, submitted every thirty (30) days as needed
 - Detailed Description of “Release of Retention” needs/uses
 - Completed AHP Close Out and Transition to State Oversight Procedures
- **Certifications as provided by AHP:**
 - Certification # 17 - Notice of Completion and Receipt of Conditional/Unconditional Final Releases of Liens, if NOT completed for Task 4

B. Sponsor shall submit to AHP the following during the course of Task 8:

- **Certifications as provided by AHP:**
 - Certification # 18 - Receipt of Business License and Operational, if NOT completed for Task 4

Future Project funding is dependent on successful completion of Deliverables and Certifications of this Task 8. If any of these Certifications are submitted at Task 4, these Certifications are not required to be submitted pursuant to this Task, unless otherwise required by AHP in its sole discretion.

TASK 9: ROLLOVER ACCOUNT

Description/Deliverables

In order to access funds from “Rollover Account,” Sponsor shall submit to AHP the following:

<ul style="list-style-type: none">• <u>Deliverables:</u><ul style="list-style-type: none">○ Complete Draw Request for Program Funds, submitted every thirty (30) days as needed○ Detailed Description of “Contingency Costs” needs/uses	Amount of unused contingency from each phase = Rollover Account
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SCHEDULE 1

Lead Authorized Representative Name and Contact Information:	Jennifer Yasumoto, +1 (707) 253-4678, jennifer.yasumoto@countyofnapa.org
County or Tribal Nation:	Napa County
Name of Entity Applying:	Napa County Health and Human Services Agency
Name of Proposed Project:	Crisis Stabilization Unit (CSU) - Children's Services Expansion
Projected Start Date:	7/1/2023
Project Director (if different than the Lead Authorized Representative) Contact Name, Email, & Phone:	Cassandra Eslami, 707-299-2102, cassandra.eslami@countyofnapa.org
Proposed Project Address:	2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558
Assessor Parcel Number(s) (APN):	046-610-021

BHCIP ROUND 5: Crisis and Behavioral Health Continuum

*** UPDATED BHCIP APPLICATION BUDGET ***

Project Development Costs by Phase

Development Phase	Funded by Grant	Notes
PHASE 1: PLANNING AND PRE-DEVELOPMENT		
Owner Administration (10% autofill)	\$0	
Legal (Contracts and Due Diligence)		County Counsel provides legal at no cost to project
Architect (Concept Planning)		
Consultants (Specify)		Structural, MP/FP, Electrical, Signage
Civil Engineer		
Construction Manager/Owner's Representative		Public Works
Site Investigation Report (SIR)		Rehabilitation project, building already in place
Site Surveys (Soils & Enviro)		Rehabilitation project, building already in place
Other Feasibility/Due Diligence Costs		
Other Feasibility/Due Diligence Costs		
Contingency (10% autofill)	\$0	
Total Feasibility Costs	\$0	
Development Phase	Funded by Grant	Notes
PHASE 2: DESIGN DEVELOPMENT (SDs and DDs)		
Owner Administration (10% autofill)	\$0	
Legal (Contracts)		County Counsel provides legal at no cost to project
Architect Schematic Drawings (SDs)		
Architect & Engineers Design Drawings (DDs)		
Construction Manager/Owner's Rep		Public Works

Civil Engineer		
MEP Engineer		MP/FP/Electrical
Structural Engineer		
Consultants (Specify)		Cost Estimator Consultant
Consultants (Specify)		Furniture Consultant
Consultants (Specify)		Waterproofing Consultant
Other Dev Planning Costs (Specify)		Signage Consultant
Other Dev Planning Costs (Specify)		Security Consultant
Other Dev Planning Costs (Specify)		Materials/Specifications Consultant
Contingency (10% autofill)	\$0	
Total Design Development Costs	\$0	
Development Phase	Funded by Grant	Notes
PHASE 3: SHOVEL READY - Construction Drawings		
Owner Administration (10% autofill)	\$5,108	
Legal (Contracting, Due Diligence, GMAX)	\$0	County Counsel provides legal at no cost to project
Architect Construction Drawings (CDs)	\$0	
Construction Manager/Owner's Rep	\$0	Public Works
Civil Engineer	\$0	
MEP Engineer	\$35,812	
Structural Engineer	\$10,000	
Consultants (Specify)	\$5,265	Cost Estimator Consultant
Consultants (Specify)	\$0	Furniture Consultant
Consultants (Specify)	\$0	Waterproofing Consultant
Other Dev Planning Costs (Specify)	\$0	Signage Consultant
Other Dev Planning Costs (Specify)	\$0	Security Consultant
Other Dev Planning Costs (Specify)		Energy Compliance Consultant
Contingency (10% autofill)	\$5,618	
Total Design Construction Drawings	\$61,803	
Development Phase	Funded by Grant	Notes
PHASE 3: SHOVEL READY - Permits and Fees		
Owner Administration (10% autofill)	\$0	
Bond Premium or Subcontractor Default Insurance (SDI)		N/A
Builders Risk Insurance (Total Build Schedule)		N/A
Title and Recording		N/A
Plan Check & Permit Fees		Self-Regulated
Local Development Impact Fees		Exempt
Employment Reporting		Employees already in place
Other Const. Permits & Fees (Specify)		
Other Const. Permits & Fees (Specify)		

Other Const. Permits & Fees (Specify)		
Owner's Contingency (10% autofill)	\$0	
Total Permits and Fees Costs	\$0	
Development Phase	Funded by Grant	Notes
LAND COSTS/ACQUISITION		
Owner Administration (2% autofill)	\$0	The existing building is County Owned
Land Cost or Value		
Demolition		
Legal		
Broker Fee		
Appraisal Fee		
Construction Manager		
Closing Costs		
Land Lease Rent Prepayment		
Other Acquisition Costs (Specify)		
Contingency (5% autofill)	\$0	
Total Land Costs	\$0	
Existing Improvements Value (for Match)		
Off-Site Improvements		
Total Acquisition Costs	\$0	
Development Phase	Funded by Grant	Notes
REHABILITATION		
Owner Administration (5% autofill)	\$129,689	
Legal	\$0	County Counsel provides legal at no cost to project
Construction Manager/Owner's Rep	\$123,104	Public Works
Physical Needs Assessment (PNA)	\$0	N/A
Site Work (Materials and Labor)	\$0	Site work will only be necessary if ADA improvements are needed at exterior of building however this is not anticipated
Structures (Materials and Labor)	\$1,685,012	
General Conditions/Requirements	\$303,302	
Contractor Overhead	\$168,501	
Contractor Profit	\$168,501	
Prevailing Wages Administration	\$5,000	
General Liability Insurance	\$2,000	
Project Inspection	\$108,351	N/A
Signage	\$30,000	Construction Administration & Inspection from design team
Fixtures/Equipment	\$0	

Urban Greening/Landscaping	\$0	
Other Rehabilitation: (Specify)	\$0	N/A - Interior Improvements
Other Rehabilitation: (Specify)	\$0	
Other Rehabilitation: (Specify)	\$0	
Owner's Contingency (20% autofill)	\$544,692	
Total Rehabilitation Costs	\$3,268,152	
Development Phase	Funded by Grant	Notes
FINAL PHASE: CONSTRUCTION		
Owner Administration (5% autofill)	\$0	N/A
Legal		N/A
Construction Manager/Owner's Rep		N/A
Site Work (Materials and Labor)		N/A
Hard Costs (Materials and Labor)		N/A
General Conditions/Requirements		N/A
Contractor Profit		N/A
Prevailing Wages Administration		N/A
General Liability Insurance		N/A
Project Inspection		N/A
Fixtures/Equipment		N/A
Signage		N/A
Urban Greening/Landscaping		N/A
Other New Construction: (Specify)		N/A
Other New Construction: (Specify)		N/A
Other New Construction: (Specify)		N/A
Other New Construction: (Specify)		N/A
Other New Construction: (Specify)		N/A
Owner's Contingency (20% autofill)	\$0	N/A
Total New Construction Costs	\$0	N/A
Development Phase	Funded by Grant	Notes
OTHER PROJECT COSTS		
Post-Construction Commissioning		N/A
Accounting/Reimbursable		N/A
Other Costs: (Specify)		N/A
Owner's Contingency (10% autofill)	\$0	N/A
Total Other Project Costs	\$0	
Development Phase	Funded by Grant	Notes
DEVELOPER COSTS		

Developer Overhead		
Consultants/Processing Agents		
Project Administration		
Other Developer Costs: (Specify)		
Total Developer Costs	\$0	
MATCH Amount Required (Cash)		
TOTAL PROJECT COSTS	\$3,607,919.00	<i>Program Funds plus Cash Match</i>
Program Funds:	\$3,329,955.00	
Cash Match:	\$277,964.00	
Total Funds:	\$3,607,919.00	

Attachment E

PAYMENT SCHEDULE

BHCIP Round 5: Crisis and Behavioral Health Continuum

Payment Schedule

Payment schedule: No more than once per month, Sponsor shall submit a complete draw request to AHP or its designee, in a form determined by AHP, for a specific amount of funds confirmed by specific invoices and supporting documents for actual work completed. AHP shall disburse Program Funds to Sponsor's IDBA within thirty (30) days of AHP's, or its designee's, written approval of Sponsor's complete draw request.

Attachment F

THE SPONSOR COMPLIANCE CERTIFICATIONS

CERTIFICATION NO. 1	BUDGET PREVAILING WAGE COMPLIANCE
CERTIFICATION NO. 2	RELATED PARTY & RELATED PARTY TRANSACTION DISCLOSURE
CERTIFICATION NO. 3	EXECUTION OF PROGRAM FUNDING AGREEMENT
CERTIFICATION NO. 4	MATCH FUNDS, PROPERTY EQUITY, OR IN-KIND MATCH
CERTIFICATION NO. 5	DECLARATION OF RESTRICTIONS
CERTIFICATION NO. 6	LEGAL REVIEW OF CA WELFARE AND INSTITUTIONS CODE §5960.3(a)
CERTIFICATION NO. 7	PLANNING AGENCY REVIEW
CERTIFICATION NO. 8	DUE DILIGENCE COMPLETED
CERTIFICATION NO. 9	DESIGN DEVELOPMENT DRAWINGS 100% COMPLETE
CERTIFICATION NO. 10	CONSTRUCTION DRAWINGS FOR FIRST SUBMITTAL TO BUILDING DEPARTMENT
CERTIFICATION NO. 11	CONSTRUCTION CONTRACT WITH CONSTRUCTION CONTRACT ADDENDUM
CERTIFICATION NO. 12	PREVAILING WAGE COMPLIANCE
CERTIFICATION NO. 13	BUILDING PERMIT RECEIPT AND NOTICE OF EXEMPTION FILED
CERTIFICATION NO. 14	REQUIRED INSURANCE AND NOTICE TO PROCEED
CERTIFICATION NO. 15	PROJECT CONSTRUCTION IS 50% COMPLETE
CERTIFICATION NO. 16	RECEIPT OF CERTIFICATE OF OCCUPANCY
CERTIFICATION NO. 17	NOTICE OF COMPLETION AND RECEIPT OF CONDITIONAL/UNCONDITIONAL FINAL RELEASES OF LIENS
CERTIFICATION NO. 18	RECEIPT OF BUSINESS LICENSE AND OPERATIONAL
FACILITY ACCESS CERTIFICATION	EXECUTION OF A FACILITY ACCESS AGREEMENT WITH STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES

SPONSOR'S CERTIFICATION NO. 1

BUDGET PREVAILING WAGE COMPLIANCE

I, Jennifer Yasumoto, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (the “**State**”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“**Project**”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“**AHP**”), are relying on this information in awarding and disbursing Program Funds.
3. As part of the application, the Sponsor has submitted a construction budget for the Project. The construction budget was prepared with the assistance and/or consultation of a licensed contractor, architect, or experienced construction manager; the licensed contractor, architect, or construction manager was informed that the Project is a Public Works project as that term is defined in the California Labor Code section 1720 *et seq.*; and was prepared using the applicable prevailing wages for all construction work to be performed as part of the Project in accordance with California Labor Code section 1720 *et seq.*
4. Sponsor (i) has been provided with copies of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815, attached hereto as Schedule 1; (ii) has included, or shall include, those California Labor Code provisions in the construction contract with the licensed contractor; and (iii) has notified, or shall notify, the licensed contractor that such Labor Code provisions must be included in any subcontracts.
5. Sponsor acknowledges and agrees to periodically review the licensed contractors’ payroll records to monitor compliance with California prevailing wage requirements and to take diligent action if Sponsor discovers any failure by the licensed contractor or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of the California Labor Code.
6. Sponsor agrees, in accordance with California Labor Code section 1773.3, to provide notice to the California Department of Industrial Relations (“**DIR**”) of the construction contract within thirty (30) days of the award of such construction contract.
7. Sponsor shall require the licensed contractor to keep accurate payroll records in compliance with California Labor Code section 1776 and shall require the licensed contractor to make such records available to the DIR in accordance with California Labor Code section 1771.4(a)(3).
8. Sponsor shall comply with, and shall require its licensed contractor to comply with, any and all other requirements of the California Labor Code related to prevailing wages, all California wage and hours laws, and any applicable federal labor and wage and hour requirements for the duration of the Project.

SIGNATURE ON THE FOLLOWING PAGE

I certify under penalty of perjury that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 1, Budget Prevailing Wage Compliance, as a condition of receiving the Program Funds.

Authorized Signature

Jennifer Yasumoto

Typed Name of Signatory

Director of Health and Human Services Agency

Title of Signatory

Date

Schedule 1

Copies of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815 Attached

STATE PREVAILING WAGES STATUTES

The provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815, as set out below and as may be amended, must be incorporated into all construction contracts. All references to sections are to sections of the California Labor Code.

(i) Section 1771:

“Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.”

(ii) Section 1775:

“(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or

subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.”

(iii) Section 1776:

“(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by that person on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee’s payroll record shall be made available for inspection or furnished to the employee or the employee’s authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, the contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

(iv) Section 1777.5:

“(a) (1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of

Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable

apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director,

assist in the enforcement of this section under the terms and conditions prescribed by the director.”

(v) Section 1813:

“The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.”

(vi) Section 1815:

“Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.”

SPONSOR'S CERTIFICATION NO. 2

RELATED PARTY & RELATED PARTY TRANSACTION DISCLOSURE

I, Jennifer Yasumoto, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (“State”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“Project”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“AHP”), are relying on this information in awarding and disbursing Program Funds.
3. Sponsor has disclosed to AHP and/or the State the composition of Sponsor including any entity, member, manager, partner, or person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with Sponsor (“Related Party” or “Related Parties”).
4. Sponsor shall disclose to AHP and/or the State, promptly, any change in ownership or control of the Sponsor or any merger or acquisition that changes the control of Sponsor. For purposes herein, “control” shall mean any entity that has an ownership interest of greater than twenty percent (20%) in Sponsor or has the authority to direct or cause the direction of the affairs or management of the Sponsor.
5. Sponsor shall disclose to AHP and/or the State, promptly, upon the existence or discovery of an actual or potential transaction, agreement, or settlement with a Related Party in connection with the Project (“Related Party Transaction”).
6. Sponsor shall disclose to AHP and/or the State: (1) the nature of the relationship, (2) the nature of the potential or actual transaction, agreement, or settlement, (3) the dollar amounts of any such transaction, agreement, or settlement, (4) the dollar amounts due to or from any Related Party, and (5) documents and any additional information, as may be required by AHP and/or the State in their sole discretion.

SIGNATURE ON THE FOLLOWING PAGE

I certify that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 2, Related Party & Related Party Transaction Disclosure, as a condition of receiving the Program Funds.

Authorized Signature

Jennifer Yasumoto

Typed Name of Signatory

Director of Health and Human Services Agency

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 3

EXECUTION OF PROGRAM FUNDING AGREEMENT

I, Jennifer Yasumoto, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (the “**State**”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“**Project**”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“**AHP**”), are relying on this information in awarding and disbursing Program Funds.
3. Sponsor has executed a contract with AHP entitled “**Program Funding Agreement**”, and the Sponsor has provided a true and correct copy of the mutually executed Program Funding Agreement, including all Attachments, to AHP.

I certify that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor’s Certification No. 3, Execution of Program Funding Agreement, as a condition of receiving the Program Funds.

Authorized Signature

Jennifer Yasumoto

Typed Name of Signatory

Director of Health and Human Services Agency

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 4

MATCH FUNDS, PROPERTY EQUITY, OR IN-KIND MATCH

I, Jennifer Yasumoto, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (“**State**”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“**Project**”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“**AHP**”), are relying on this information in awarding and disbursing Program Funds.
3. If, and as required by the terms of the Program, Sponsor is required to provide a match for the Program Funds, and Sponsor’s match is in the form of cash, Sponsor has, as required by the terms of the Program Funding Agreement, deposited into the AHP-designated Match Funds bank account the amount of Two Hundred Seventy-Seven Thousand, Nine Hundred Sixty-Four Dollars (\$277,964.00) (“**Match Funds**”) as evidenced by a current bank statement provided to AHP.
4. If, and as required by the terms of the Program, Sponsor is required to provide a match for the Program Funds, and the Sponsor’s match is in the form of equity in real property upon which the Project is to be constructed, located at 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558 (the “**Project Property**”), Sponsor has provided to AHP (i) the assessed value of the Project Property on the property tax assessment rolls or a written appraisal report setting forth an opinion of fair market value prepared by a certified general appraiser licensed in the State of California, and (ii) all current loan statements reflecting any outstanding loan balances secured by the Project Property.
5. If, and as required by the terms of the Program, Sponsor is required to provide an in-kind match for Program Funds, and Sponsor’s match is in the form of expenditures incurred directly for the improvement of the Project Property prior to the Effective Date of the Program Funding Agreement (“**Sunk Costs**”), such expenditures incurred were in the amount of not less than Zero Dollars (\$0.00), as evidenced by Project specific documents, including, but not limited to, invoices with attached proof of payment for work completed, materials purchased, professional, design-build, or other services rendered and paid for by Sponsor in connection with the Project.
6. At AHP’s request, the Sponsor agrees to submit to AHP, promptly, documentation that verifies Sponsor’s statements contained in Sections 2, 3, or 4, prior to disbursement of any Program Funds, including, but not limited to, bank account statements and title documents.

SIGNATURE ON THE FOLLOWING PAGE

I certify under penalty of perjury that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 4, Match Funds, Property Equity, or In-Kind Match, as a condition of receiving the Program Funds.

Authorized Signature

Jennifer Yasumoto

Typed Name of Signatory

Director of Health and Human Services Agency

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 5

DECLARATION OF RESTRICTIONS

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (“**State**”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“**Project**”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“**AHP**”), are relying on this information in awarding and disbursing Program Funds.
3. The Project is subject to a Regulatory Agreement and Declaration of Restrictions, substantially in the form in **Attachment H** to the Program Funding Agreement (the “**Declaration of Restrictions**”), which the Sponsor has recorded in the official records in the county in which the Project is located, and which, in addition to other matters, restricts the use of the Project. The Sponsor shall provide to AHP, concurrently with this Certification, a copy of such recorded Declaration of Restrictions, which shall evidence recordation in the official records in the county in which the Project is located.

I certify under penalty of perjury that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor’s Certification No. 5, Declaration of Restrictions, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 6

LEGAL REVIEW OF CA WELFARE AND INSTITUTIONS CODE §5960.3(a)

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (“State”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“Project”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“AHP”), are relying on this information in awarding and disbursing Program Funds.
3. Sponsor has had the opportunity to seek advice from legal counsel as to its rights and responsibilities regarding California Welfare and Institutions Code § 5960.3(a), set forth below:

Notwithstanding any other law, a facility project funded by a grant pursuant to this chapter shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and allowed as a permitted use, within the zone in which the structure is located, and shall not be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals.

I certify under penalty of perjury that the above information is true and correct and that Sponsor has read and understands the terms of this certification and shall comply with all requirements set forth above, in Sponsor’s Certification No. 6, Legal Review of CA Welfare and Institutions Code §5960.3(a), as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 7

PLANNING AGENCY REVIEW

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** ("Sponsor"), certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California ("State") pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children's Services Expansion ("Project") and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"), are relying on this information in awarding and disbursing Program Funds.
3. If, constructing a new facility or expanding an existing facility, the Sponsor shall provide to AHP contemporaneously with this Certification a one-to-two-page narrative report summarizing the results of any preliminary planning meeting with the planning department, or equivalent, in the jurisdiction where the Project is located, including any written documentation and comments received.

I certify under penalty of perjury that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 7, Planning Agency Review, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 8

DUE DILIGENCE COMPLETED

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (“**State**”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“**Project**”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“**AHP**”), are relying on this information in awarding and disbursing Program Funds.
3. Sponsor has obtained a Certified Appraisal Report, setting forth an opinion of fair market value of the real property upon which the Project is to be constructed or operated, prepared by a certified appraiser licensed in the State of California, in a form acceptable to AHP; and the Sponsor has provided copies of the Certified Appraisal Report to AHP.
4. The Sponsor has obtained a Phase I environmental site assessment of the Project in conformance with ASTM Standard Practice E-1527 and, if necessary, a Phase II environmental site assessment and that Sponsor has or shall comply with all recommendations in those assessments as part of the Project. Sponsor shall provide AHP with copies of all environmental reports and, to the extent applicable, evidence of completion of any recommended environmental remediation.
5. In the event that the Project involves rehabilitation or renovation of an existing structure, the Sponsor certifies that it has obtained an asbestos assessment and lead-based paint report for the Project and has complied or shall comply with all abatement requirements identified therein. Sponsor has provided AHP with copies of all asbestos and lead-based paint reports and, to the extent applicable, evidence of completion of any recommended asbestos or lead-based paint abatement.
6. The Sponsor has complied with all applicable federal, state, and local relocation requirements related to the Project, including under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 *et seq.*) and the California Relocation Assistance Law (California Government Code section 7260 *et seq.*); and that the Sponsor has complied with all applicable state laws and corresponding regulations for the safe transfer and relocation of residents in residential care facilities licensed by the State and agrees to obtain a State-approved relocation plan for each resident in care.

7. The above certifications are solely for the purpose of confirming that the Sponsor has properly discharged their obligations under the Program Funding Agreement, and AHP's receipt of these certifications should not be relied upon by the Sponsor or any third parties as a warranty or representation by AHP or DHCS as to the quality of the design or construction of the Project.

8. The Sponsor agrees that it is solely responsible and liable for compliance with requirements and recommendations pertaining to asbestos, lead, environmental assessment, local planning, and relocation requirements for the Project and shall indemnify AHP and the State consistent with the terms of the Sponsor's Agreement with AHP and the State.

I certify under penalty of perjury that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 8, Due Diligence Completed, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 9

DESIGN DEVELOPMENT DRAWINGS 100% COMPLETE (to be completed by the Sponsor's Architect)

I, _____, as an authorized representative of _____ (the "Architect"), on behalf of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** ("Sponsor"), certify that:

1. I possess the legal authority to submit this certification on behalf of the Architect, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection an application for funding from the State of California ("State") pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children's Services Expansion ("Project") and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"), are relying on this information in awarding and disbursing Program Funds.
3. I am the lead architect for the Project, duly licensed to practice architecture in the State of California pursuant to Chapter 3 of Division 3 of the Business and Professions Code, and have been hired by Sponsor to provide architectural services for the Project.
4. The design development drawings, including architectural and mechanical, electrical, and plumbing (MEP) drawings for the Project, are one hundred percent (100%) complete.
5. The Sponsor is ready to commence preparation of construction drawings for the purpose of submittal to the building department, or equivalent, in the jurisdiction where the Project is located.

I certify under penalty of perjury that the above information is true and correct in Sponsor's Certification No. 9, Design Development Drawings 100% Complete, as a condition of Sponsor receiving the Program Funds.

Authorized Signature
(*Licensed Architect on plan set*)

Typed Name of Signatory

Title of Signatory (*Licensed Architect on plan set*)

Date

SPONSOR'S AND ARCHITECT'S CERTIFICATION NO. 10

CONSTRUCTION DRAWINGS FOR
FIRST SUBMITTAL TO BUILDING DEPARTMENT

(to be completed by the Sponsor and the Sponsor's Architect)

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“**Sponsor**”), and I, _____, as an authorized representative of _____ (the “**Architect**”), each, respectively, hereby certify that:

- 1.** I possess the legal authority to submit this certification on behalf of the Sponsor and the Architect, respectively, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
- 2.** I am providing this information in connection with an application for funding from the State of California (“**State**”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“**Project**”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“**AHP**”), are relying on this information in awarding and disbursing Program Funds.
- 3.** The Sponsor has obtained updated estimates of all applicable fees and charges due to the local jurisdiction with permitting authority over the Project, including, but not limited to, fees for plan checks, building permits, schools, special assessments, impact fees, and fire permits, among others, as may be applicable to the Project, depending on the jurisdiction, and Sponsor has sent copies of all such fee estimates to AHP.
- 4.** The Sponsor has construction drawings for the Project that are ready for first submittal to the building department, or its equivalent, in the jurisdiction where the Project is located, and the Sponsor shall provide AHP with copies of all such drawings upon request.
- 5.** The Sponsor is prepared to submit complete applications and pay required fees to the applicable government authorities for building permits and approvals necessary to construct the Project.
- 6.** The Sponsor’s lead architect shall attest by its signature below that the construction drawings for the Project are ready for first submittal to the building department, or its equivalent, in the jurisdiction where the Project is located, within thirty (30) days of the date of execution of this Certification No. 10.

SIGNATURES ON THE FOLLOWING PAGE

I certify under penalty of perjury that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's and Architect's Certification No. 10, Construction Drawings for First Submittal to Building Department, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

Authorized Signature
(Licensed Architect on plan set)

Typed Name of Signatory

Title of Signatory
(Licensed Architect on plan set)

Date

SPONSOR'S CERTIFICATION NO. 11

CONSTRUCTION CONTRACT WITH CONSTRUCTION CONTRACT ADDENDUM

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (“State”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“Project”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“AHP”), are relying on this information in awarding and disbursing Program Funds.
3. The Sponsor has negotiated and attached to this Certification a construction contract for the Project as mutually agreed upon by the Sponsor and the general contractor (“Construction Contract”) which includes a total cost of construction that does not exceed the amount set forth in the application for Program Funds for construction costs of the Project, unless otherwise approved by AHP or the State, in their sole discretion.
4. The Construction Contract includes an attachment thereto, in the form attached to the Program Funding Agreement as **Attachment I** (the “Construction Contract Addendum”), which shall contain certain required additional details, conditions, or terms to be agreed upon by and between the Sponsor and the general contractor.
5. Upon full execution of the Construction Contract or any amendment thereof, the Sponsor promptly shall provide AHP a copy of the fully executed Construction Contract, with the Construction Contact Addendum attached thereto and incorporated by reference.
6. The Construction Contract Addendum, as incorporated into the Construction Contract, shall not be amended or modified in any manner, at any time, without prior approval by AHP or the State, in their sole discretion.
7. The final Construction Contract for the full course of construction of the Project is based on the fully permitted set of construction drawings, which constitute the full scope of the construction for the Project.
8. The General Contractor is registered with the California Department of Industrial Relations (“DIR”) as required by California Labor Code section 1725.5. Sponsor further certifies that the Construction Contract and any subcontracts entered into by the general contractor shall require the general contractor and all subcontractors to comply with California Labor Code section 1720 *et*

seq. for all work performed for the Project, including, but not limited to, the payment of prevailing wages for all work performed on the Project.

I certify under penalty of perjury that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 11, Construction Contract with Construction Contract Addendum, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

GENERAL CONTRACTOR'S CERTIFICATION NO. 12

PREVAILING WAGE COMPLIANCE (to be completed by Sponsor's General Contractor)

I, _____, as an authorized representative of [insert name of General Contractor] ("General Contractor"), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the General Contractor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California ("State") pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children's Services Expansion ("Project") submitted by **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services ("Sponsor")** and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"), are relying on this information in awarding and disbursing Program Funds.
3. All construction work performed on the Project shall comply with California Labor Code section 1720 *et seq.* and require the payment of prevailing wages.
4. The Sponsor has provided General Contractor with copies of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815; the construction contract includes those California Labor Code provisions; and such California Labor Code provisions shall be included in all subcontracts entered into by General Contractor for the Project.
5. General Contractor agrees to periodically review its subcontractors' payroll records to monitor compliance with California prevailing wage requirements and to take diligent action if General Contractor discovers any failure by a subcontractor to pay prevailing wages and to otherwise comply with the requirements of the California Labor Code.
6. General Contractor shall not release final payment to any subcontractors for work performed on the Project until the General Contractor has obtained an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing wage for all work performed on the Project as well as any other amounts due under the California Labor Code.
7. General Contractor agrees to keep accurate payroll records in compliance with California Labor Code section 1776 and shall require all of its subcontractors to keep such records and to make such records available to the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1771.4(a)(3).

8. General Contractor agrees to comply with any and all other requirements of the California Labor Code related to prevailing wages, all California wage and hours laws, and any applicable federal labor and wage and hours requirements for the duration of the Project.

9. General Contractor acknowledges that neither the State nor AHP shall be liable for any penalties or damages resulting from General Contractor's failure to comply with all requirements related to public works projects applicable to the Project.

I certify that the above information is true and correct and that General Contractor shall comply with all requirements set forth above, in General Contractor's Certification No. 12, Prevailing Wage Compliance, as a condition of receiving the Program Funds.

Authorized Signature
(*General Contractor*)

Typed Name of Signatory
(*General Contractor*)

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 13

BUILDING PERMIT RECEIPT AND NOTICE OF EXEMPTION FILED

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** ("Sponsor"), certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California ("State") pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children's Services Expansion ("Project") and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"), are relying on this information in awarding and disbursing Program Funds.
3. Sponsor has obtained and provided to AHP copies of the building permits issued by the local jurisdiction with permitting authority over the Project required to commence construction on the Project.
4. Upon receipt of a building permit from the jurisdiction where the Project is located, a Notice of Exemption for the Project has been filed with the County Clerk pursuant to the California Environmental Quality Act ("CEQA") Guidelines section 15062.

I certify under penalty of perjury that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 13, Building Permit Receipt and Notice of Exemption Filed, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 14

REQUIRED INSURANCE AND NOTICE TO PROCEED

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (“**State**”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“**Project**”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“**AHP**”), are relying on this information in awarding and disbursing Program Funds.
3. The Sponsor has acquired all general liability and any applicable builder’s risk and property insurance pursuant to the requirements of Article 11 of the Program Funding Agreement.
4. The Sponsor has provided to AHP copies of its certificates of insurance in accordance with the requirements of Article 11 of the Program Funding Agreement.
5. The Sponsor has provided to AHP an updated budget and schedule for the Project prior to Sponsor’s issuance of a notice to proceed to its general contractor.
6. On or about _____, 202____, **[insert date and delete this note]** a notice to proceed was issued to its general contractor to commence construction on the Project.

I certify that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor’s Certification No. 14, Required Insurance and Notice to Proceed, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 15

PROJECT CONSTRUCTION IS 50% COMPLETE

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (“Sponsor”), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California (“**State**”) pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children’s Services Expansion (“**Project**”) and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“**AHP**”), are relying on this information in awarding and disbursing Program Funds.
3. On or about _____, 202____, **[insert date and delete this note]** Project construction is fifty percent (50%) complete; and further certifies that it has provided to AHP an updated budget and schedule for completion of the Project.

I certify that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor’s Certification No. 15, Project Construction Is 50% Complete, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 16

RECEIPT OF CERTIFICATE OF OCCUPANCY

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** ("Sponsor"), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California ("State") pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children's Services Expansion ("Project") and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"), are relying on this information in awarding and disbursing Program Funds.
3. The Project has received its Certificate of Occupancy or equivalent from the jurisdiction where the Project is located.
4. Sponsor has provided to AHP a copy of the Certificate of Occupancy.

I certify that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 16, Receipt of Certificate of Occupancy, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 17

NOTICE OF COMPLETION AND RECEIPT OF CONDITIONAL/UNCONDITIONAL FINAL RELEASES OF LIENS

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** ("Sponsor"), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California ("State") pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children's Services Expansion ("Project") and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"), are relying on this information in awarding and disbursing Program Funds.
3. Pursuant to California Civil Code section 8182 *et seq.*, it has recorded with the County Clerk in the jurisdiction where the Property is located a Notice of Completion; and that Sponsor has provided to AHP a copy of the Notice of Completion.
4. Sponsor has obtained from its general contractor conditional/unconditional final releases of all liens for all labor or services provided, or equipment and material delivered, to or on behalf of Sponsor, for construction or rehabilitation at the Project.
5. Sponsor has provided to AHP copies of all conditional/unconditional final releases of all liens, which Sponsor received from its general contractor, and that Sponsor shall provide to AHP any additional release of lien documentation or information, as may be required by AHP and/or the State in their sole discretion.

I certify that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 17, Notice of Completion and Receipt of Conditional/Unconditional Final Releases of Liens, as a condition of receiving the Program Funds.

SIGNATURE ON THE FOLLOWING PAGE

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S CERTIFICATION NO. 18

RECEIPT OF BUSINESS LICENSE AND OPERATIONAL

I, _____, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** ("Sponsor"), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California ("State") pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children's Services Expansion ("Project") and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"), are relying on this information in awarding and disbursing Program Funds.
3. The Sponsor and the Project, each, as may be required, individually and collectively, has received, renewed, or maintained all licenses, designations, and certifications, including a business license, as may be required, by the jurisdiction where the Project is located and by the State, to operate the Project pursuant to the requirements of the Program Funding Agreement.

I certify that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification No. 18, Receipt of Business License and Operational, as a condition of receiving the Program Funds.

Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

SPONSOR'S FACILITY ACCESS CERTIFICATION

EXECUTION OF A FACILITY ACCESS AGREEMENT WITH STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES

I, Jennifer Yasumoto, as an authorized representative of **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** ("Sponsor"), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of the Sponsor, and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from the State of California ("State") pursuant to the Behavioral Health Continuum Infrastructure Program for the Crisis Stabilization Unit (CSU) - Children's Services Expansion ("Project") and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"), are relying on this information in awarding and disbursing Program Funds.
3. The Sponsor has executed a contract with the State Department of Health Care Services ("DHCS") entitled Facility Access Agreement (the "Facility Access Agreement").
4. The Sponsor has provided a true and correct copy of the mutually executed Facility Access Agreement, including all attachments, to AHP.

I certify that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Facility Access Certification, Execution of a Facility Access Agreement with State of California, Department of Health Care Services, as a condition of receiving the Program Funds.

Authorized Signature

Jennifer Yasumoto

Typed Name of Signatory

Director of Health and Human Services Agency

Title of Signatory

Date

BHCIP Round 5: Crisis and Behavioral Health Continuum**ATTACHMENT G - PERFORMANCE MILESTONES**

These Performance Milestones are the basis for your Project's Payment Schedule so that Program Funds are expended by June 30, 2027.

ESTIMATED MILESTONES**Preconstruction/Acquisition, Construction, Move-in**

PHASE	MILESTONE	Milestone Certification or Documents	COMPLETION DATE: Not To Exceed
Preconstruction	MATCH FUNDS, PROPERTY EQUITY, OR IN-KIND MATCH	Certification # 4	
Preconstruction	DECLARATION OF RESTRICTIONS	Certification # 5	
Preconstruction	LEGAL REVIEW OF CA WELFARE AND INSTITUTIONS CODE §5960.3(a)	Certification # 6	
Preconstruction	PLANNING AGENCY REVIEW	Certification # 7	
Preconstruction	DUE DILIGENCE COMPLETED FOR ACQUISITION	Certification # 8	
Acquisition	ACQUISITION -CLOSE OF ESCROW/DECLARATION OF RESTRICTIONS	Recorded Deed	Project specific, N/A
Preconstruction	DESIGN DEVELOPMENT DRAWINGS 100% COMPLETE	Certification # 9	
Preconstruction	CONSTRUCTION DRAWINGS FOR FIRST SUBMITTAL TO BUILDING DEPT	Certification # 10	
Preconstruction	CONSTRUCTION CONTRACT WITH CONSTRUCTION CONTRACT RIDER	Certification # 11	
Preconstruction	PREVAILING WAGE COMPLIANCE (GC)	Certification # 12	
Preconstruction	BUILDING PERMIT RECEIPT AND NOTICE OF EXEMPTION FILED	Certification # 13	
Construction	REQUIRED INSURANCE AND NOTICE TO PROCEED	Certification # 14	
Construction	PROJECT CONSTRUCTION IS 50% COMPLETE	Certification # 15	Completion before 6/30/27
Construction	RECEIPT OF CERTIFICATE OF OCCUPANCY	Certification # 16	
Move-In	NOTICE OF COMPLETION AND RECEIPT OF UNCONDITIONAL FINAL RELEASES OF LIENS	Certification # 17	Completion before 6/30/27
Move-In	RECEIPT OF BUSINESS LICENSE AND OPERATIONAL	Certification # 18	Project specific, N/A
CLOSE OUT	ANTICIPATED EXPIRATION DATE OF THE AGREEMENT & TRANSFER TO STATE OVERSIGHT		6/30/2027

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Advocates for Human Potential, Inc.
490-B Boston Post Road
Sudbury, MA 01776-3365

Attention: Legal Department

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Attachment H

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIONS

This Regulatory Agreement and Declaration of Restrictions (the “**Declaration**”), dated _____ for reference purposes, is by and between **Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services** (the “**Owner**”) and the State of California (the “**State**”), represented by the **DEPARTMENT OF HEALTH CARE SERVICES**, a public agency of the State of California (“**DHCS**”).

RECITALS

A. DHCS oversees the Behavioral Health Continuum Infrastructure Program (“**BHCIP**”), which was established by California Assembly Bill No. 133 (Chapter 143, Statutes of 2021), and which is governed by Welfare and Institutions Code section 5960-5960.45. Under BHCIP, DHCS awards competitive grants to qualified entities to construct, acquire, and rehabilitate real estate assets to build new capacity or expand existing capacity for facilities that will operate for a minimum of thirty (30) years to provide short-term crisis stabilization, acute and subacute care, crisis residential, community-based mental health residential, substance use disorder residential, peer respite, community and outpatient behavioral health services, and other clinically enriched longer term treatment and rehabilitation options for persons with behavioral health disorders in the least restrictive and least costly settings;

B. On October 20, 2022, DHCS issued a Request for Applications (“**RFA**”) for BHCIP grant awards and selected Owner’s Project (as defined below) as a recipient of a BHCIP grant award. Advocates for Human Potential, Inc., a Massachusetts corporation (“**AHP**”), acting as the initial program administrator for the initial five (5)-year building phase of BHCIP, entered into a Program Funding Agreement with an effective date of _____, 20____ (the “**Program Funding Agreement**”), with Owner for the distribution of BHCIP funds in an amount not to exceed Three Million, Three Hundred Twenty-Nine Thousand, Nine Hundred Fifty-Five Dollars (\$3,329,955.00) (the “**Program Funds**”) over the above-mentioned five (5)-year building phase for Owner to acquire, expand, or construct certain improvements more particularly described in the RFA (“**Owner’s Project**”) on that certain real property commonly known as 2751 Napa Valley Corporate Drive, Building B, located in the City of Napa (“**City**”), County of Napa (“**County**”), State of California, and the improvements thereon (the “**Property**”), as more

particularly described and shown on **Exhibit A**, attached hereto and incorporated herein by this reference;

C. As an award recipient, in consideration for the Program Funds, and in order to comply with the policies, programs, and applicable legislation, including the RFA, the Program Funding Agreement, the Facility Access Agreement between DHCS and the Owner, and the Behavioral Health Continuum Infrastructure Program, authorized under Welfare and Institutions Code section 5960-5960.45, established by California Assembly Bill No. 133 (Chapter 143, Statutes of 2021), the Property and the owner thereof are subject to certain requirements and restrictions, including, without limitation, the obligation to ensure that the Property shall be used for outpatient services (the “**Permitted Use**”) for the Restriction Period (defined below), subject to change or modification to another use set forth in **Exhibit B**, attached hereto, and incorporated herein by this reference, with DHCS approval, which must accept and provide services to Medi-Cal beneficiaries as patients;

D. The Property shall be owned, held, used, maintained, and transferred pursuant to the covenants, conditions, restrictions, and limitations as further described herein; and

E. Owner and DHCS have agreed to enter into this Declaration to memorialize some of the aforementioned requirements and restrictions in the public record that will survive the expiration of the Program Funding Agreement to ensure compliance with the same.

NOW, THEREFORE, in consideration of the Program Funds paid to the Owner under the Program Funding Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby enters into this Declaration and hereby covenants, agrees, and declares the following:

AGREEMENT

1. **Use of Property.** Owner, for itself and for its successors and assigns, hereby declares and covenants that, for the Restriction Period, the use of the Property, or in the event only a portion thereof has been improved with the use of Program Funds, then only that portion that has been so improved shall be restricted to the Permitted Use. Any change to another use described in Exhibit B, attached hereto and incorporated herein by this reference, shall require the express prior written approval of DHCS in its sole and absolute discretion, which modification and consent may be recorded in the official records of the County.

2. **Use, Maintenance, Repair, and Improvement of the Property.** Owner agrees:

2.1 To use the Property, or that portion of the Property constructed or improved with Program Funds, continuously for the Permitted Use;

2.2 To maintain the Property in conformity with the habitability and fire codes of the City or County where the Property is located in decent, safe, and sanitary condition and repair, and to permit no waste thereof;

2.3 Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable, except in accordance with this Declaration;

2.4 Not to apply for any permits or construct any buildings or improvements on the Property, other than the permits, buildings, and improvements contemplated as part of this Declaration, that would detrimentally affect the Property, including, without limitation, the value of the Property, the structural integrity of the Property, or the contemplated uses of the Property set forth in Exhibit B, attached hereto and incorporated herein by this reference; or add to, remove, demolish, or structurally alter any buildings or improvements included as part of the Property purchased or improved with Program Funds, without DHCS's consent;

2.5 To comply with all applicable laws affecting the Property, including, but not limited to, Behavioral Health Continuum Infrastructure Program, authorized under Welfare and Institutions Code section 5960-5960.45, and not to suffer or permit any violations of any such applicable law, nor of any covenant, condition, or restriction affecting the Property. To the extent an amendment to the foregoing imposes requirements upon the ownership or operation of the Project more restrictive than those imposed by this Declaration, this Declaration shall be deemed automatically amended, without consent or approval of any other person, to impose such additional or more restrictive requirements; however, Owner hereby agrees to execute such amendment upon request by DHCS;

2.6 To construct and maintain the deliverables developed and produced pursuant to the Program Funding Agreement in compliance with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*);

2.7 Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without DHCS's prior written consent, which may be granted or withheld at DHCS's sole discretion;

2.8 Not to alter the use of all or any part of the Property constructed or improved with Program Funds without DHCS's prior written consent;

2.9 To maintain all licenses, certifications, or designations required to continue operating for the use specified in the Program Funding Agreement, or other use approved in writing by DHCS;

2.10 To pay to DHCS its then-current fees in connection with any consent, approval, transfer, amendment, or waiver requested by Owner, together with any expenses incurred by DHCS in connection therewith;

2.11 To submit to DHCS such periodic reports, updates, and information deemed necessary by DHCS to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted in electronic format in a manner specified by DHCS;

2.12 To pay all taxes, assessments, and other charges, liens, fines, and impositions attributable to or encumbering the Property, by making payment, prior to delinquency, directly to the payee thereof. Owner shall, upon request by DHCS or its agent, promptly furnish to DHCS or its agent all notices of amounts due under this subsection and receipts evidencing such payments. Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, so long as Owner does so diligently, without prejudice to DHCS, and provided that Owner has established on Owner's books adequate reserves with respect to such contested assessment, tax, charge, lien, or claim; and

2.13 To defend (with counsel satisfactory to DHCS), indemnify, and hold harmless DHCS and its respective officers, members, supervisors, directors, officials, and employees, counsel, attorneys, and agents, past, present, and future of each of them (collectively, the "**Indemnified Parties**") against all loss, costs, damages, expenses, suits, judgments, actions, and liabilities of whatever nature (including, without limitation, reasonable attorneys' fees, litigation and court costs, and amounts paid in settlement) directly or indirectly resulting from or arising out of or related to (a) the operation, use, occupancy, maintenance, financing, or ownership of the Owner's Project, and (b) any breach of the foregoing obligations. Owner shall pay, upon demand, all of the reasonable fees and expenses paid or incurred by DHCS in enforcing the provisions hereof against Owner.

3. Restrictions On Sale, Encumbrance, And Other Acts.

3.1 Owner shall not voluntarily (which term shall not be interpreted to include a foreclosure of any security for a loan or deed-in lieu) sell, encumber (including recordation of deeds of trust), hypothecate, assign, pledge, convey, or transfer the Property, or any portion thereof, or any of its interests therein, equity interest in Owner, or any general partner interest in the Owner without obtaining DHCS's prior written consent, which shall not be unreasonably withheld by DHCS if (a) the Owner is not in default hereunder or under the Program Funding Agreement and delivers a certificate to DHCS certifying to the same; (b) the purchaser or assignee is not in default under any obligations it may have to DHCS and is not the subject of any legal or enforcement actions by DHCS; (c) evidence reasonably satisfactory to DHCS is presented to establish that the purchaser or assignee has prior experience in the successful development, ownership, and/or operation of a facility described in Exhibit B, attached hereto and incorporated herein by this reference, for individuals who qualify as members of the target population, or has a partner with said relevant experience; (d) DHCS shall have received reasonable evidence satisfactory to DHCS that the Owner's purchaser or transferee has assumed, in writing, the restrictions on the Property and Owner's duties and obligations under this Declaration and the Program Funding Agreement; (e) evidence satisfactory to DHCS that the purchaser or assignee does not have pending against it, nor does it have a history of, building or fire code violations as identified by any department of DHCS; and (f) such other conditions as the State may reasonably impose to ensure compliance by the assignee or purchaser and Property with the requirements of this Declaration and Program Funding Agreement. It is expressly stipulated and agreed that, except for any such sale, transfer or disposition agreed to by DHCS in a separate writing, any sale, transfer, or other disposition of the Property in violation of this Section 3 shall be null and void and shall not relieve the Owner of its obligations under this Declaration. Upon any sale or transfer which complies with this Declaration, the Owner shall be fully released from any obligations arising after said sale or transfer, but only to the extent such obligations have been assumed by the

transferee of the Property. Any transfer of the Property to any entity, whether or not affiliated with the Owner, shall be subject to the provisions of this Section 3.

3.2 If DHCS determines, in its reasonable discretion, to grant its prior written consent for a sale, transfer, or conveyance of the Property, such consent may impose additional terms and conditions, as necessary, to preserve or establish the fiscal integrity of the Property or to ensure compliance with this Declaration.

3.3 If a trustee under a loan acquires title to the Property by foreclosure or deed in lieu of foreclosure, no consent of the State shall be required to such transfer under this Declaration; however, the consent of DHCS and delivery of items (a) through (f) above shall be required for any transfer of the Property subsequent to the trustee's acquisition of the Property by foreclosure or deed in lieu of foreclosure.

4. Insurance, Casualty, and Condemnation.

4.1 During the Restriction Period, Owner shall obtain and maintain (i) property insurance insuring against, among other things, loss of the Property, or any portion thereof, and Owner's personal property and fixtures by fire and such other hazards and casualties; (ii) commercial liability insurance insuring against liabilities arising out of the ownership, use, occupancy, condition, or maintenance of or the operations, use, and activities in, on, or about the Property; and (iii) other such insurance required by DHCS, and in such amounts as required by DHCS, which policies shall include DHCS as an additional insured upon request by DHCS. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to DHCS. Owner may choose to self-insure to comply with these requirements and agrees to provide written evidence of such insurance coverage within three (3) days of such request by DHCS or AHP.

4.2 In the event of any fire or other casualty to the Property or any part thereof, Owner shall immediately notify DHCS and seek direction from DHCS on how to proceed. DHCS, in its sole and absolute discretion, shall determine whether to instruct the Owner to apply the insurance proceeds to the repair and restoration of the Property to a condition equal to or better than the Property was in immediately prior to such casualty. DHCS has the right but not the obligation to approve the plans and specifications for any repair and restoration, as well as the right but not the obligation to approve disbursements of insurance proceeds for repair and restoration under a construction escrow or similar arrangement.

5. **Covenants Run with the Land.** The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to this Declaration. Notwithstanding section 1460, *et seq.*, of the California Civil Code, the provisions hereof shall run with the land and may be enforced either in law or in equity by any State agency. DHCS and Owner hereby declare their express intent that the covenants, reservations, and restrictions contained herein shall be deemed both equitable servitudes and covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Property; provided, however, that upon the expiration of the Restriction Period said covenants, reservations and restrictions shall expire. Owner expressly acknowledges and agrees that the Declaration is a reasonable restraint on Owner's right to own, use, maintain, and transfer the Property and any

estate or interest therein and is not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to this Declaration, regardless of whether this Declaration is set forth in such contract, deed, or other instrument.

6. Term of Declaration. The covenants in this Declaration shall be binding, effective, and enforceable commencing upon the recordation of this Declaration on the fee estate in land in the official records of the County, and they shall continue in full force and effect for a period of at least thirty (30) years after the date of either of the following: (i) the date of issuance of a Certificate of Occupancy, if the Owner's Project is for construction of a new facility, or (ii) the date of recordation of a Notice of Completion, in the official records of the County, if the Project is for the rehabilitation or expansion of an existing facility on the Property (the "**Restriction Period**"), regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof to any other person or entity.

7. Default, Remedies. If Owner defaults in the performance or observance of any covenant, agreement, restriction, or obligation of Owner set forth in this Declaration, and if such default remains uncured for a period of thirty (30) days after notice therefore shall have been given by DHCS to the Owner, then DHCS shall declare an "**Event of Default**" to have occurred hereunder. An Event of Default under this Declaration shall entitle DHCS to any rights, remedies, or damages available at law or in equity, including, but not limited to, those that are specified in Section 7.1-7.4 below. DHCS's failure to exercise any specific right or remedy shall not be construed as a waiver of that or any other right or remedy. An Event of Default under this Declaration shall also constitute a default under the Program Funding Agreement, in the event the same has not expired by its terms.

7.1 Specific Performance. The use, repair, and maintenance of the Property is of a special and unique kind and character, so that a breach of any material provision of this Declaration by Owner would not have an adequate remedy at law. Therefore, DHCS's rights may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.

7.2 Injunctive Relief. In pursuing specific performance of the Declaration, DHCS shall be entitled to petition the court for injunctive relief to enjoin any acts or things which may be in violation of this Declaration or the Program Funding Agreement. Such injunctive relief may include a court order restraining any development of the Property that is inconsistent with the foregoing Declaration.

7.3 Appointment of Receiver. In addition to or in conjunction with any other remedy available at law or in equity, DHCS may apply to a court of competent jurisdiction for the appointment of a receiver to take over and operate the Property in accordance with the requirements of the Program Funding Agreement and this Declaration. The receiver shall have all powers which shall be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Property.

7.4 Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, the State may, but without any obligation to do so and without notice to or demand on Owner and without releasing Owner from any obligation hereunder, take such actions to cure the event of default in such manner and to such extent as the State may deem necessary to protect the security hereof. The cost and expense of any cure hereunder (including reasonable attorneys' fees to the extent permitted by law) shall be due and payable to the State upon demand, plus an administration fee of ten percent (10%).

7.5 Intentionally omitted.

8. DHCS Review and Inspection.

8.1 At any time during the term of this Declaration and upon reasonable notice, DHCS or its designee may, but is not obligated to, enter and inspect the Property and inspect all records pertaining to the operation, repair, and maintenance of the Property. Upon request by DHCS, Owner shall notify occupants of upcoming inspections in accordance with state law.

8.2 DHCS or its designee may, but is not obligated to, request any other information that it deems necessary to confirm compliance with this Declaration. Owner shall provide such requested information within fourteen (14) calendar days of DHCS's or its designee's written request for the information.

8.3 DHCS or its designee shall not, by the fact of making or not making any entries or inspections, or by taking or failing to take any action in response thereto: (i) incur or undertake, or be deemed to incur or undertake, any obligation, duty, or liability whatsoever, whether to Owner or to any other person or entity; (ii) be deemed as approving or disapproving any matter, action, incident, or condition related to the Property; or (iii) be deemed as approving or disapproving any matter related to the compliance of the Property with this Declaration or other applicable laws. In no event or circumstance shall DHCS's or its designee's exercise or non-exercise of its discretion under this subsection constitute, or be deemed or interpreted as constituting, any termination, limitation, alteration, or waiver by DHCS or its designee of any right, benefit, or remedies under or with respect to this Declaration.

9. Owner Representations. Owner represents and warrants to DHCS that: (1) Owner has sufficient interest in the Property to support the operation of the Property in accordance with this Declaration; (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Declaration; (3) Owner has the full right and authority to enter into this Declaration; (4) this Declaration constitutes a valid and legally binding obligation on Owner, enforceable in accordance with its terms; and (5) Owner is duly organized and authorized to do business in the State of California.

10. Amendment, Modification. This Declaration shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the official records of the County.

11. Severability. Every provision of this Declaration is intended to be severable. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

12. Governing Law. This Declaration shall be governed by and interpreted under the laws of the State of California and applicable federal laws.

13. Recordation of Agreement. This Declaration shall be recorded on the fee estate in land in the official records of the County no later than December 31, 2024. The Declaration shall be recorded, and shall remain, as a lien against the Property.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Owner and State have caused this Declaration to be signed by their duly authorized representatives, as of the day and year first written above.

OWNER:

NAPA COUNTY,
a political subdivision of the State of California, acting through its Department of Health and Human Services

By: _____

Jennifer Yasumoto,
Director of Health and Human Services Agency

Date: _____

DHCS:

DEPARTMENT OF HEALTH CARE SERVICES,
a public agency of the State of California

By: _____

Ilana Rub, Section Chief
Community Services Division / Behavioral Health
Bridge Housing Section

Date: _____

SIGNATURES MUST BE ACKNOWLEDGED

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)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Printed Name: _____
Notary Public

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)

)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Printed Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Napa, City of Napa, State of California, and is described as follows:

PARCEL 12-C as said parcel is shown on that certain Parcel Map filed May 15, 1987 in Book 15 of Parcel Maps at Pages 55-56 in the Office of the County Recorder of said Napa County, together with a portion of PARCEL 12-H, as said parcel is shown on that certain Parcel Map filed December 20, 1993 in Book 20 of Parcel Maps at Page 6 in the Office of the County Recorder of said Napa County, more particularly described as a whole as follows:

BEGINNING at the Southwestern corner of said PARCEL 12-C; thence along the Westerly boundary thereof North 06° 49' 34" West 73.00 feet to the Southeastern corner of that certain parcel of land described in the Deed to Kaiser Steel Corporation, a Nevada corporation, recorded March 20, 1972 in Book 873 at .Page 206 of Official Records of Napa County; thence along the Easterly boundary of said Kaiser Steel corporation parcel and the Westerly boundary of said PARCEL 12-C, North 00° 11' 04" East 581.31 feet to the Northwesterly corner of said PARCEL 12-C; thence continuing along the Easterly boundary of said Kaiser Steel Corporation parcel and the Westerly boundary of said PARCEL 12-H hereinabove referred to, North 00° 11' 04" East 425.97 feet to the Northeastern corner of said Kaiser Steel Corporation parcel; thence continuing along said Westerly boundary of said PARCEL 12-H South 89° 48' 56" East 60.00 feet and North 00° 11' 04" East, 554.15 feet to a point which bears South 00° 11' 04" West 890.95 feet from the Northwestern corner of said PARCEL 12-H; thence South 89° 48' 56" East 587.43 feet to a point on the Westerly Right of Way line of Napa Valley Corporate Drive as shown on said Parcel Maps hereinabove referred to; thence along said Right of Way line and along the Easterly boundary of said PARCEL 12-H Southerly 695.22 feet along a curve concave to the East, having a radius of 4948.00 feet from a point whose radial bears South 85° 49' 55" East, through a central angle of 08° 03' 02"; thence continuing along said Right of Way line and boundary, tangent to the preceding curve, South 12° 13' 06" East 143.62 feet; thence continuing along said Right of Way line and boundary, Southerly 154.20 feet along a tangent curve concave to the West, having a radius of 952.00 feet, through a central angle of 9° 16' 49" to the Northeastern corner of said PARCEL 12-C; thence continuing along said Right of Way line and along the Easterly boundary of said PARCEL 12C, Southerly 444.54 feet along said curve concave to the West having a radius of 952.00 feet, through a central angle of 26° 45' 16" to the Southeastern corner of said PARCEL 12-C; thence along the Southerly boundary of said PARCEL 12-C the following courses: South 66° 07' 49" West 181.61 feet, Southwesterly 530.98 feet along a tangent curve concave to the Northwest, having a radius of 1785.00 feet, through a central angle of 17° 02' 37", and South 83° 10' 26" West 37.70 feet to the point of beginning.

APN: 046-610-021

EXHIBIT B

PROPERTY AND OPERATIONS

A facility that provides one or more of the following behavioral health (mental health and substance use disorder) services to address significant crisis care and behavioral health gaps in California's infrastructure, including: outpatient clinical support services, including urgent care, short-term crisis, crisis stabilization, substance use disorder, partial hospitalization; or residential clinical services that provide shelter and support, including psychiatric acute care, psychiatric health, psychiatric treatment, substance use disorder, community treatment, general acute care, acute care, mental health rehabilitation, peer respite, short-term therapeutic, skilled nursing with special treatment, or social rehabilitation. The facility shall accept and provide services to Medi-Cal beneficiaries as patients.

Attachment I

CONSTRUCTION CONTRACT ADDENDUM

This Construction Contract Addendum (this “**Addendum**”) is made this _____ day of _____, ____, by and between Napa County, a political subdivision of the State of California, acting through its Department of Health and Human Services (“**Owner**”) and _____ (“**Contractor**”).

RECITALS

A. The Owner and Advocates for Human Potential, Inc., a Massachusetts corporation (“**AHP**”), acting as program administrator for the California Department of Health Care Services, a public agency of the State of California (“**DHCS**”), have entered into that certain Program Funding Agreement with an effective date of _____ (“**Agreement**”), pursuant to which Owner was allocated funds pursuant to the Behavioral Health Continuum Infrastructure Program (“**Program Funds**”) for the purposes of developing the project located at 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558 (the “**Project**”).

B. Owner and Contractor have entered into a Construction Agreement dated _____, under which Contractor has agreed to undertake construction work on the Project (the “**Contract**”).

C. Owner and Contractor wish to modify and add to the terms of the Contract as set forth in this Addendum, and Contractor agrees to be bound by the following provisions in the construction of said Project, in order to provide for certain terms required by AHP as a condition of providing the Program Funds for the Project. It is a condition to AHP providing the Program Funds that the Contractor agrees to be bound by the terms hereof.

NOW, THEREFORE, Owner and Contractor hereby agree as follows:

1. OWNER’S OBLIGATIONS. Owner agrees that any obligation imposed on Contractor by this Addendum does not waive, diminish, or alter any of Owner’s obligations to AHP under the Agreement, and that the obligations of Contractor to AHP contained herein are in addition to those obligations of Owner to AHP or DHCS contained in the Agreement. Owner shall be solely responsible for satisfying its obligations to Contractor under the Contract.

2. CONSENT TO ASSIGNMENT OF DEVELOPMENT RIGHTS. Contractor consents to the assignment of its Contract with Owner to AHP, upon demand by AHP, and to any subsequent assignment of the Contract by AHP at the election of AHP. Contractor agrees that if there is a breach of the Agreement or any other Event of Default (as the term may be defined in the Agreement), AHP may elect to enforce the assignment and take over the Contract. Contractor agrees to continue to perform its obligations under the Contract and this Addendum for the benefit and account of AHP in the same manner as if performed for the benefit and account of Owner in the absence of the assignment at no additional cost to AHP, as long as Contractor continues to receive the compensation called for under the Contract. Contractor agrees that AHP shall not have

any obligation under the Contract until AHP notifies it in writing of AHP's election to accept the assignment.

3. ASSIGNMENT OF SUBCONTRACTS. Contractor hereby consents to the assignment to AHP of all its interest in all subcontracts and agreements now or hereafter entered into by Contractor for performance of any part of the construction work required to be performed under the Contract. The assignment will be effective upon acceptance by AHP in writing and only as to those subcontracts and agreements which AHP designates in writing. AHP may accept said assignment at any time during the course of the construction work required to be performed under the Contract and prior to final completion of construction work required to be performed under the Contract in the event of a suspension or termination of Contractor's rights under the Contract. Such assignment is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to final completion of construction work required to be performed under the Contract. Contractor agrees that any subcontract entered by and between Contractor and a subcontractor in connection with the Contract or performance of the construction work required to be performed under the Contract shall expressly provide that such subcontract shall be assignable to AHP and that AHP subsequently may assign such subcontract.

4. COMMENCEMENT AND COMPLETION OF CONSTRUCTION. Contractor must begin construction of the Project by the date set for the commencement of construction in the Contract. Contractor must diligently prosecute construction of the Project to completion and must complete construction of the Project by the completion date set forth in the Agreement. Incorporated herein are the Scope of Work, Performance Milestones, and Payment Schedule from the Agreement.

5. CONSTRUCTION BONDS. Upon execution of the Contract and prior to commencement of construction, unless otherwise approved by AHP or DHCS each in their sole discretion, Contractor must obtain a labor and material (payment) bond and a performance bond, or a dual bond which covers both payment and performance obligations, with respect to the construction of the Project in a penal sum each of not less than one hundred percent (100%) of the scheduled cost of construction. Such bonds must be issued by a company which is authorized to transact surety insurance in California and which has assets exceeding its liabilities in an amount equal to or in excess of the bond amount. The bonds must name AHP and DHCS as obligees. Owner shall provide to AHP a copy of any and all such payment and performance bonds prior to commencement of construction of the construction work required to be performed under the Contract.

6. CONTRACT WORK. Contractor warrants and represents that it is licensed or otherwise authorized to perform the construction work specified in the Contract in the State of California. All construction work must be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work in the State of California. Contractor shall insert similar provisions in all subcontracts for work for the Project.

7. QUALITY OF WORK. Contractor must construct the Project in conformance with the plans and specifications and any modifications thereto approved by AHP. Contractor must construct the Project according to general industry standards and shall employ building materials of a quality suitable for the requirements of the Project and conforming to general

industry standards. Contractor must construct the Project in full conformance with applicable local, state, and federal statutes, regulations, and building and housing codes.

The parties acknowledge that AHP and DHCS are under no duty to review the Plans and Specifications or to inspect construction of the Project. Any review or inspection undertaken by AHP or DHCS of the Project is solely for the purpose of determining whether Owner and Contractor are properly discharging their obligations, and should not be relied upon by Owner, Contractor, or any third parties as a warranty or representation by AHP or DHCS as to the quality of the design or construction of the Project.

8. ADDITIONS OR CHANGES IN WORK. AHP must be notified, no later than thirty (30) days after the execution of a change order by and between Owner and Contractor, of any changes in the work required to be performed under the Contract or this Addendum, including any substantial additions, changes, or deletions to the approved plans and specifications, which exceeds Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall not allow subcontractors to mark-up any change order by more than fifteen percent (15%). Contractor shall provide AHP and Owner with an updated budget and schedule prior to the commencement of construction at the Project and at fifty percent (50%) completion of the Project showing all changes from the budget and schedule prepared prior to the issuance of the notice to proceed to Contractor.

9. SITE INSPECTIONS. Contractor shall permit and facilitate in person and remote observation and inspection of work at the job site by AHP and DHCS and their agents and by public authorities during reasonable business hours.

10. AUDITS. Contractor must make available for examination at reasonable intervals and during normal business hours to AHP and DHCS's representatives all books, accounts, reports, files, and other papers or property with respect to all matters covered by the Contract and this Addendum, and must permit these representatives to audit, examine, and make copies, excerpts, or transcripts from such records.

11. NONDISCRIMINATION. Contractor may not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual preference, national origin, AIDS or AIDS-related conditions, or disability in any phase of employment during construction. Contractor agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

12. PREVAILING WAGES. All workers performing construction work for the Project employed by Contractor and by any of its subcontractors must be compensated in an amount no less than the general prevailing rate of per diem wages as determined by the California Department of Industrial Relations under California Labor Code sections 1770 *et seq.* and implementing rules and regulations. Contractor must comply with, and must ensure that its subcontractors comply with, all reporting and recordkeeping requirements of the applicable prevailing wage statutes and regulations.

In the event of underpayment of wages by Contractor or by any subcontractor employed on the Project, AHP, in addition to other rights and remedies afforded by this Agreement, may: (1)

demand that any underpaying employer comply with these requirements; (2) demand that the underpaying employer pay the difference between the prevailing wage rate and the amount actually paid to workers; (3) withhold and/or pay any Program Funds as necessary to compensate workers the full wages required under this Agreement; and/or (4) pursue any lawful administrative or court remedy to enforce these requirements against the underpaying employer. Any underpaying employer shall comply with a demand to pay any amounts due under this section within ten (10) calendar days of the demand.

Contractor must include the prevailing wage requirement in all subcontracts for work on this Project and must specify that AHP and DHCS are intended third-party beneficiaries of such provisions. Contractor must take reasonable measures to monitor and enforce the prevailing wage requirements imposed on its subcontractors, including withholding payments to those subcontractors who violate these requirements. In the event that Contractor fails to take the above measures, Contractor shall be liable for the full amount of any underpayment of wages, plus costs and attorneys' fees, as if Contractor was the actual employer.

13. INSURANCE COVERAGE. Contractor must have in full force and effect during the complete course of construction of the Project, insurance, providing coverage in the types and amounts set forth below:

13.1 Workers' compensation insurance as required by the State of California.

13.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with One Million Dollars (\$1,000,000.00) combined single limits.

13.3 Commercial general liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence with an annual aggregate limit of Five Million Dollars (\$5,000,000.00) for bodily injury and property damage liability combined. Such insurance can be provided pursuant to an umbrella policy. The commercial general liability insurance policy shall cover liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Sponsor's limit of liability.

14. NON-LIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS. No member, official, employee, or agent of AHP or DHCS shall be personally liable to Contractor for any obligation created under the terms of the Contract or this Addendum except in the case of actual fraud or willful misconduct by such person.

15. INDEMNITY. Notwithstanding the insurance requirements herein, Contractor hereby indemnifies, defends, and holds AHP and DHCS and their respective members, officers, officials, employees, and agents (collectively, the "Indemnified Parties"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other

expenses (including attorneys' fees) which an Indemnified Party may incur as a consequence of Contractor's failure to perform any obligations as and when required by the Contract or this Addendum, any act or omission by Contractor or its subcontractors with respect to the Project, or any failure of any of Contractor's representations or warranties to be true and complete, except to the extent such losses are caused by the negligence or willful misconduct of the Indemnified Party. Contractor shall pay immediately upon the Indemnified Party's demand any amounts owing under this indemnity. The duty of Contractor to indemnify includes the duty to defend the Indemnified Party in any court action, administrative action, or other proceeding brought by any third party arising from the Project. Contractor's duty to indemnify the Indemnified Party shall survive the term of the Contract.

16. HAZARDOUS MATERIALS. Neither Contractor nor any of its subcontractors may use the real property upon which the Project is to be constructed (the "Project Property") or allow the Project Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Contractor shall immediately notify AHP and Owner in writing of: (a) the discovery of any concentration or amount of Hazardous Materials on or under the Project Property requiring notice to be given to any governmental agency under Hazardous Materials Laws; (b) any knowledge by Contractor that the Project Property does not comply with any Hazardous Materials Laws; (c) the receipt by Contractor of written notice of any Hazardous Materials claims; and (d) the discovery by Contractor of any occurrence or condition on the Project Property or on any real property located within 2,000 feet of the Project Property that could cause the Project Property to be designated as a "hazardous waste property".

17. NOTICES; NOTICE OF DEFAULT TO AHP. If at any time after the execution of the Contract it shall become necessary or convenient for Contractor to serve any notice, demand, or communication upon AHP, such notice, demand or communication shall be in writing provided in accordance with the notice requirements of the Agreement. Contractor shall give AHP prior or concurrent written notice of any default or breach claimed by Contractor against Owner or any other party under the Contract. The notice shall describe the default and give AHP the option to cure said default within thirty (30) calendar days. No termination of the Contract by Contractor shall be binding unless AHP has been given the required notice and has not cured the default within thirty (30) calendar days.

18. REMEDIES. The parties hereto agree that AHP, while not a party to the Contract, is an intended third-party beneficiary of the obligations imposed on Contractor in this Addendum. In the event of any breach or violation of any agreement or obligation of Contractor under the Contract or this Addendum, AHP may proceed with any of the following remedies:

- 18.1** Bring an action in equitable relief seeking the specific performance by Contractor of the terms and conditions of the Contract or this Addendum and/or enjoining, abating, or preventing any violation of said terms and conditions;
- 18.2** Order immediate stoppage of construction and demand that any condition leading to the default be corrected before construction may continue;

18.3 Enter the Project Property and take any actions necessary in its judgment to complete construction of the Project as permitted under the assignment of development rights;

18.4 Suspend disbursement of Program Funds for the Project until the breach or violation is corrected, or, if Owner had any concurrent obligation to perform on or ensure performance on the breached obligation, cancel the Program Funds commitment made to Owner and terminate AHP's obligation to disburse Program Funds to Owner;

18.5 Terminate the Contract; or

18.6 Pursue any other remedy allowed at law or in equity.

19. GOVERNING LAW. This Addendum shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

20. DEFINITIONS. Capitalized terms not defined in this Addendum shall have the same meaning as defined in the Agreement.

21. ATTORNEYS' FEES AND COSTS. In the event any legal action is commenced to interpret or to enforce the terms of this Addendum, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

22. TIME. Time is of the essence in the performance of this Addendum by Contractor.

23. CONSENTS AND APPROVALS. Any consent or approval required under this Addendum shall not be unreasonably withheld, delayed, or conditioned.

24. BINDING UPON SUCCESSORS. All provisions of this Addendum shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Addendum by Contractor without AHP's consent.

25. RELATIONSHIP OF CONTRACTOR AND AHP. Contractor understands that neither AHP nor DHCS undertakes or assumes any responsibility or duty to Contractor or to any third party. The relationship of Contractor and AHP/DHCS for this Project shall not be construed as a joint venture, equity venture, or partnership. AHP shall have no obligation to any party under the Contract but is an intended third-party beneficiary of the obligations under this Addendum. Contractor shall have no authority to act as an agent of AHP or DHCS or to bind AHP or DHCS to any obligation.

26. ASSIGNMENT. Contractor may not assign any of its interests under the Contract or the Addendum to any other party, except with the prior written consent of AHP. Any unauthorized assignment shall be void.

27. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this **Addendum** must be in writing and shall be made only if executed by Owner and Contractor and consented to in writing by AHP.

28. SEVERABILITY. Every provision of this Addendum is intended to be severable. If any provision of this Addendum is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

29. ADDENDUM CONTROLS. In the event that any provisions of this Addendum and the Contract conflict, the terms of this Addendum shall control.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned parties have executed this Construction Contract Addendum as of the date first written above.

OWNER:

By: _____

Jennifer Yasumoto,
Director of Health and Human Services Agency

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Attachment J



California Department of Health Care Services Behavioral Health Continuum Infrastructure Program

Round 5: Crisis and Behavioral Health Continuum

Request for Applications



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Part One: Overview

1.1. INTRODUCTION TO THE GRANT OPPORTUNITY AND STATE PRIORITIES

The California Department of Health Care Services (DHCS) has launched the Behavioral Health Continuum Infrastructure Program (BHCIP) to address historic gaps in the state's behavioral health and long-term care continuum and meet the growing demand for services and supports across the life span. DHCS was authorized through 2021 legislation to establish BHCIP and award approximately \$2.1 billion to construct, acquire, and expand properties and to invest in mobile crisis infrastructure related to behavioral health.

BHCIP is designed to address the following State Priorities:

- Invest in behavioral health and community care options that advance racial equity;
- Seek geographic equity of behavioral health and community care options;
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth;
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization;
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement;
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy;
- Leverage county and Medi-Cal investments to support ongoing sustainability; and
- Leverage the historic state investments in housing and homelessness.

1.2. PURPOSE

DHCS is releasing BHCIP funds through six grant rounds targeting various gaps in the state's behavioral health facility infrastructure.

BHCIP Rounds 1 through 4 were released in 2021 and 2022:

- Round 1: Crisis Care Mobile Units, \$205M (including \$55M Substance Abuse and Mental Health Services Administration grant funding)
- Round 2: County and Tribal Planning, \$16M
- Round 3: Launch Ready, \$518.5M
- Round 4: Children and Youth, \$480.5M

The remaining BHCIP rounds will be released in late 2022 and 2023:

- Round 5: Crisis and Behavioral Health Continuum, \$480M (current round)
- Round 6: Outstanding Needs Remaining After Rounds 3 Through 5, \$480M

The purpose of Round 5: Crisis and Behavioral Health Continuum is to address significant crisis care gaps in California's behavioral health (mental health and substance use disorder [SUD]) infrastructure, with consideration for funding priority to those that provide crisis services to individuals in need. The crisis



can be due to mental health issues and/or SUDs. According to the 2021 statewide needs assessment, "Assessing the Continuum of Care for Behavioral Health Services in California,"¹ significant gaps in crisis services availability across the state have resulted in inconsistent resources to address the critical need for crisis services. The assessment suggests a focus on the most distinct needs in addressing psychiatric emergencies and acute crisis needs. Furthermore, the assessment emphasizes the importance of an organized continuum of crisis services to reduce avoidable emergency department visits, hospitalizations, and incarceration.

The RAND Corporation's "Adult Psychiatric Bed Capacity, Need, and Shortage Estimates in California—2021," report² found that psychiatric bed capacity is severely strained in California, as it is in much of the United States. Today, hundreds of Californians in need of psychiatric beds are held in hospital emergency departments or county jails while awaiting openings in inpatient care settings. The RAND study estimated that California currently has a shortfall of 1,971 acute psychiatric beds and 2,796 subacute psychiatric beds (4,767 total inpatient)—if state hospital beds are excluded. For community residential treatment facilities, the shortfall in beds was estimated to be 2,963.

BHCIP Round 5: Crisis and Behavioral Health Continuum will provide much-needed funding for crisis and behavioral health infrastructure to serve vulnerable Californians of all ages, including those who are Medi-Cal beneficiaries. Applications will be accepted only from applicants whose projects will use infrastructure funds to expand service capacity in the identified eligible facilities (Section 3.3). Awarded grant funds for Round 5: Crisis and Behavioral Health Continuum must be fully expended by June 2027.

1.3. AUTHORIZING AND APPLICABLE LAW

Welfare and Institutions Code, Division 5, Part 7, Chapter 1

1.4. TIMELINE

Table 1: Timeline for BHCIP Round 5: Crisis and Behavioral Health Continuum Applications

Request for Applications (RFA) release (Application portal will be open within two weeks of RFA release)	October 20, 2022
Required pre-application consultation schedule	October 20, 2022 through January 30, 2023
Deadline to request a pre-application consultation	January 13, 2023
Informational webinar— Please register here	November 2, 2022; 2:00–3:30 p.m. Pacific Time (PT)
Application due date	February 13, 2023, at 11:59 p.m. PT (No exceptions)
Award announcements	Spring 2023

¹ Manatt Health. (2022). *Assessing the continuum of care for behavioral health services in California: Data, stakeholder perspectives, and implications*. State of California Department of Health Care Services. <https://www.dhcs.ca.gov/Documents/Assessing-the-Continuum-of-Care-for-BH-Services-in-California.pdf>

² McBain, R. K., Cantor, J. H., Eberhart, N. K., Huigol, S. S., & Estrada-Darley, I. (2022). *Adult psychiatric bed capacity, need, and shortage estimates in California—2021*. RAND Corporation. https://www.rand.org/pubs/research_reports/RRA1824-1-v2.html



Part Two: Application Process and Submission

2.1. TOTAL GRANT AMOUNTS

Round 5: Crisis and Behavioral Health Continuum: \$480,000,000 is available to construct, acquire, and rehabilitate real estate assets to expand the existing range of crisis and behavioral health services in the continuum of behavioral health treatment and service resources for Californians. Round 5: Crisis and Behavioral Health Continuum funds are not intended to preserve existing service capacity. Round 5: Crisis and Behavioral Health Continuum grantees must commit to serving Medi-Cal beneficiaries.

2.2. APPLICATION PROCESS

Applications will be accepted electronically. Applications may not be hand delivered or mailed. The application and attachments, along with instructions for submission of the online application, can be found on the [Improving California's Infrastructure website](#). No modified formats will be accepted. The deadline for applications will be February 13, 2023, at 11:59 p.m. PT. It is the applicant's responsibility to ensure that the submitted application is complete and accurate and includes all required supporting forms. Reviewers may request additional clarifying information from the applicant. An application will not be reviewed if:

- The applicant does not request a pre-application consultation by the specified deadline (referenced in Section 1.4);
- The application is received after the application submission deadline;
- The application is incomplete or missing required information or forms;
- The facility type is ineligible; and/or
- The project fails to meet minimum threshold requirements (referenced in Section 3.2).

Reasonable Accommodations for BHCIP Grant Application

For individuals with disabilities, DHCS will provide assistive services such as reading or writing assistance and conversion of the RFA, questions/answers, RFA addenda, or other Administrative Notices in Braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please send an email to BHCIP@dhcs.ca.gov or call (323) 545-6202.

Regional Funding Reserve Methodology

DHCS will prioritize completed applications by geographic distribution for the equitable and fair distribution of funds (see Table 2). BHCIP Round 5: Crisis and Behavioral Health Continuum will adopt a regional funding approach, similar to models used in other state-funded capital programs (for example, BHCIP Round 3: Launch Ready, BHCIP Round 4: Children and Youth, and the Department of Housing and Community Development's Homekey). Counties are assigned to one of seven geographic regions, each with a specific funding amount reserved. The funding amounts for each region, along with the tribal set-aside and discretionary reserves, are listed below. Applicants within each region will compete against other applicants in that same region, thereby supporting geographic equity and funding disbursement



across the state. If an insufficient number of competitive applications is submitted from within a region, the remaining funding will be awarded at the discretion of DHCS.

DHCS will reserve up to 20 percent of the BHCIP Round 5: Crisis and Behavioral Health Continuum funds to ensure funding is effectively used to address and support the needs of vulnerable populations and gaps within the care continuum, consistent with the State Priorities. For example, this discretionary set-aside may be used to fund additional high-scoring projects in regions that have met their funding reserve.

Funding reserves were calculated using a ratio of available Crisis and Behavioral Health Continuum funding to the Behavioral Health Subaccount county allocations, with five percent set aside for tribal entities.

Table 2: Regions and Counties

Counties by Geographic Distribution	Estimated Targeted Funding Levels (Total available: \$480,000,000)
Los Angeles County	\$127,784,060
Bay Area: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma	\$74,162,182
Southern California: Imperial, Orange, Riverside, San Bernardino, San Diego, Ventura	\$70,314,750
San Joaquin Valley: Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare	\$41,244,340
Sacramento Area: El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba	\$21,804,951
Central Coast: Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz	\$13,805,617
Balance of State: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tuolumne	\$15,684,100
Tribal	\$24,000,000
Discretionary: The discretionary set-aside may also be used to fund high-scoring projects in regions that have met their funding reserve.	\$91,200,000



2.3. PRE-APPLICATION CONSULTATIONS AND TECHNICAL ASSISTANCE

Advocates for Human Potential, Inc. (AHP), a consulting and research firm focused on improving health and human services systems, is serving as the administrative entity for BHCIP. AHP assists state and local organizations to implement and evaluate a wide range of services focusing on mental health treatment and recovery, substance use disorder treatment and prevention, workforce development, homelessness, housing, long-term services and supports, and criminal justice.

By October 2022, and as part of the RFA process, AHP will provide pre-application consultations and individual agency/county technical assistance (TA) to prospective Round 5: Crisis and Behavioral Health Continuum applicants and will offer ongoing general training and TA throughout the life of the project. Applicants are required to submit a request for a pre-application consultation and complete a survey to determine their understanding of the RFA requirements and will not be able to submit a completed application until AHP has received their survey. The deadline to request a pre-application consultation is January 13, 2023. If a pre-application consultation is not requested by this date, the applicant will not be eligible to apply.

In addition, applicants will be required to discuss how the proposed project meets local and/or regional gaps identified in "Assessing the Continuum of Care for Behavioral Health Services," as well as how it addresses the State Priorities. AHP implementation specialists will work with applicants to support them in these areas by connecting them with subject matter experts in real estate, financing, and programmatic best practices serving individuals in need of crisis and behavioral health services.

Additional information related to pre-application consultations and TA throughout the grant period can be found on AHP's [TA webpage](#).

Part Three: Project Requirements

3.1. ELIGIBILITY REQUIREMENTS

Round 5: Crisis and Behavioral Health Continuum aims to expand crisis and behavioral health infrastructure, with funding priority given to expanding capacity to provide crisis services. Every applicant must demonstrate how their infrastructure project will expand services for this population. Applicants can provide services for any of the subpopulations or age groups. Eligible facility types will provide services and supports that are culturally and linguistically appropriate. Regional models or collaborative partnerships to construct, renovate, or expand behavioral health facilities are encouraged to apply.

Eligible applicants for Round 5: Crisis and Behavioral Health Continuum funds include counties, cities, tribal entities ("tribal entity" shall mean a federally recognized Indian tribe, tribal organization, or urban Indian organization, as defined in Section 1603 of Title 25 of the United States Code), nonprofit organizations, and for-profit organizations whose projects implement and expand the State Priorities. Eligible entities may apply independently or may submit applications with partners or co-applicants to encourage innovative, comprehensive local and regional approaches.

For joint applications, the co-applicant(s) must be named in the grant application and must submit a letter(s) of commitment with the application. For purposes of this RFA, upon receiving an award, the



eligible applicant and any co-applicant(s) will be referred to as the “grantee,” both individually and collectively.

For-profit organizations with no prior behavioral health experience must apply with a partner, such as a nonprofit organization, tribal entity, city, or county, with the requirement that the partner organization has relevant prior experience with the target population reflected in the successful development, ownership, or operation of a comparable project. A memorandum of understanding (MOU) or other agreement with the nonprofit organization, tribal entity, city, or county to confirm the organization’s role in the project, including that they are working on behalf of the service provider, is also required.

Applicants must describe the payor mix that will pay for and sustain behavioral health services once project construction is complete. Examples of payors include private health insurance, Medi-Cal, private pay, grants, and county funds. Applicants must provide a description of their contingency plan for funding any potential cost overage beyond the grant award.

Applicants must also indicate the applicable behavioral health licensing, certifications, and accreditations required to operate their program by the state and/or at the local level. Applicants with facilities that do not require licenses or certifications, such as community wellness centers, need to indicate this in their application. Tribal entities that are exempt from state licensing and/or requirements must describe the basis for their exemption and their plan for meeting programmatic requirements. As part of the TA that will be made available, applicants may receive information and guidance about the licensure and certification process.

A commitment to the provision of behavioral health services and building use restriction for a 30-year period through a deed restriction placed on the property title is required. Approval of this encumbrance period by the applicant’s board must be demonstrated through the submission of board meeting minutes or other attestation.

All applicants must describe the local needs based on the “Assessing the Continuum of Care for Behavioral Health Services in California” report and any local needs assessment used to justify the proposed expansion. All applicants will be required to demonstrate how the proposed project will advance racial equity. Projects will be required to certify that they will not exclude certain populations, such as those who are justice-involved or children and youth in foster care.

Awarded applicants that offer Medi-Cal behavioral health services will be expected to have a contract in place with their county to ensure the provision of Medi-Cal services once the funded facility’s expansion or construction is complete. Community wellness centers and youth behavioral health prevention centers do not provide Medi-Cal reimbursable behavioral health treatment services and thus are not required to have a contract to provide Medi-Cal behavioral health services; however, they must provide services to Medi-Cal beneficiaries and describe how their services will be sustainably funded.

Organizational support and community engagement, including the active involvement of applicable stakeholders and/or youth in the design of the project, are required. Insights from the community and/or youth voices must be included in project planning, design, implementation, and evaluation. All applicants must complete application Form 7: Community Engagement Tracking and provide any corresponding letters of support for the project.



City, nonprofit, or for-profit applicants must also include a letter of support from their county behavioral health agency, or if a tribal entity, the tribal board at the time of application. The letter must indicate that grantees providing Medi-Cal behavioral health services will have in place a contract with their county to ensure the provision of Medi-Cal services once the financed facility's expansion or construction is complete. BHCIP grant awards do not guarantee county contracts.

A letter of support from the applicant's CEO and/or board is required for all applicants that are overseen by one.

3.2. PROJECT PHASES AND ALLOWABLE COSTS

For Round 5: Crisis and Behavioral Health Continuum funding, three phases of project development leading up to the final phase of construction will be considered during the evaluation of each application. Applicants must be in one of the three phases; applications for projects in later phases of development will be scored higher. All projects must meet the minimum threshold of project readiness to be awarded grant funds. Applicant projects are considered to be in a given phase of development only after they have met all the requirements of the previous phase. Required documentation will be reviewed with each applicant during the pre-application consultation process and must be submitted as part of the application.

To be eligible for Round 5: Crisis and Behavioral Health Continuum funding, a project must demonstrate "project readiness." The minimum threshold requirements for "project readiness" are:

- 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);
- A sustainable business plan with (pro forma) projections of future objectives and strategies for achieving them;
- A conceptual site plan with a forecast of the developmental potential of the property;
- Stakeholder support as demonstrated by letters of support from internal boards of directors and professional/community partners;
- Demonstration of county and Medi-Cal investments to support ongoing sustainability of the behavioral health program;
- An identified match amount; and
- An initial budget—one for each phase and a total budget for acquisition and construction.

These phases below are made up of the pre-construction activities and are allowable costs. Applicants must submit documentation demonstrating the completion of each phase in order to move ahead to the subsequent phase.

- *Phase 1: Planning and pre-development*
 - Development team established; includes attorney, architect, and/or design-build team;
 - Site control, defined as ownership, an executed PSA, an executed LOI, or an executed ENA;
 - Basis of design outlined, includes architectural and engineering narratives;
 - Property-specific site investigation report and due diligence done; and
 - Budget with cost estimates based on site plan/drawings completed.



- *Phase 2: Design development*
 - Site control established with deed, PSA, option contract, LOI, or leasehold;
 - Site plan established with a schematic plan with architectural and engineering specifications;
 - Stakeholder support established as demonstrated by a letter from city/county/board of directors/tribal entity;
 - Able to gain building permits within 6 months of funding;
 - Able to close on land, after gaining building permits, within 6 months of funding; and
 - Able to start construction within 6 months of funding.
- *Phase 3: Shovel ready*
 - Ownership with clear title of real estate site;
 - Preliminary plan review completed, with comments received;
 - Construction drawings complete or near completion;
 - General contractor (builder) selected and ready for hire;
 - Ninety-five percent of construction drawings ready for submission for building permit;
 - Building permit issued; and
 - Able to start construction within no more than 60 days.
- *Final Phase: Construction*

Full funding of a proposed development project will be contingent on completion of all three phases (1–3) of development planning. The planning and pre-development phase must be completed in 90 days. Grantees must submit construction documents for building permit review within six months of grant award.

Projects that rehabilitate or renovate an existing structure or facility are allowable as long as they result in an expansion of behavioral health services for the target population. Furniture and equipment are not allowable costs. BHCIP funding cannot be used for the purchase of an existing behavioral health facility.

3.3. ELIGIBLE FACILITIES

Facility expansion can include building or renovating a separate wing or center that serves the target population. Regional models and collaborative partnerships are strongly encouraged to apply.

Consideration will be given to entities that propose facilities with new or expanded service capacity in underserved counties and regions based on the needs assessment.

Applicants will be expected to define the types of facilities they will operate and explain how they will expand service capacity exclusively for community-based and crisis and/or behavioral health facilities.

The following facility types (Table 3) may be considered for project funding only if they are expanding crisis and/or behavioral health services. See glossary for descriptions of eligible facility types.



Table 3: Round 5: Crisis and Behavioral Health Continuum Eligible Facilities

Crisis Continuum Eligible Facility Types
Acute Psychiatric Hospital
Adolescent Residential SUD Treatment Facility with a DHCS/American Society of Addiction Medicine (ASAM) Level of Care 3.5 Designation and Withdrawal Management (WM) Designation
Adult Residential SUD Treatment Facility with Incidental Medical Services (IMS) and DHCS/ASAM Level of Care 3.5 Designation only or with DHCS Level of Care 3.2 WM Designation only
Behavioral Health Urgent Care (BHUC)/Mental Health Urgent Care (MHUC)
Children's Crisis Residential Program (CCRP)
Community Residential Treatment System (CRTS)/Social Rehabilitation Program (SRP) with the category of Short-Term Crisis Residential only
Crisis Stabilization Unit (CSU)
Mental Health Rehabilitation Center (MHRC) only with Lanterman-Petris-Short (LPS) Designation
Peer Crisis Respite
Psychiatric Health Facility (PHF)
Psychiatric Residential Treatment Facility (PRTF)*
Sobering Center (funded under the Drug Medi-Cal Organized Delivery System [DMC-ODS] and/or Community Supports)

* Any award funding for PRTFs would be contingent on the grantee complying with future regulations and/or policies.

Behavioral Health Continuum Eligible Facility Types
Acute Inpatient Hospital—medical detoxification/withdrawal management (medically managed inpatient detoxification/withdrawal management facility)
Acute Psychiatric Inpatient Facility
Adolescent Residential SUD Treatment Facility
Adult Residential SUD Treatment Facility
Chemical Dependency Recovery Hospital
Community Treatment Facility (CTF)
Community Wellness Center
General Acute Care Hospital (GACH) and Acute Care Hospital (ACH)
Hospital-based Outpatient Treatment (outpatient detoxification/withdrawal management)
Intensive Outpatient Treatment
Mental Health Rehabilitation Center (MHRC)
Narcotic Treatment Program (NTP)
NTP Medication Unit
Office-based Outpatient Treatment
Peer Respite
Short-term Residential Therapeutic Program (STRTP)
Skilled Nursing Facility with Special Treatment Program (SNF/STP)
Social Rehabilitation Facility (SRF) with Transitional or Long-Term Social Rehabilitation Program (SRP)

For purposes of this funding, a Behavioral Health Urgent Care (BHUC) facility, also known as Mental Health Urgent Care (MHUC), is a walk-in center with voluntary stabilization-oriented services specific to individuals experiencing behavioral health or mental crisis for less than 24 hours. This community-based option is typically designed to provide an alternative to emergency department visits for urgent medical



needs. BHUC/MHUCs must focus on serving individuals in need of crisis services, commit to serving Medi-Cal beneficiaries, and offer some or all of the following:

- Multidisciplinary health assessment;
- Psychiatric evaluation, diagnosis, and treatment;
- Crisis stabilization and intervention, mental health counseling, and medication evaluation;
- Direct referrals for treatment of care;
- Linkage to community-based solutions; and/or
- Peer support.

Facility types that are not eligible for funding:

- Correctional settings
- Schools

3.4. MATCH

Applicants will be required to provide matching funds as part of the project. Match requirements are set according to applicant type. Cash match will be required to be deposited into the project bank account and used as first in, first out funds.

- Tribal entities = 5 percent match
- Counties, cities, and nonprofit providers = 10 percent match
- For-profit providers and/or private organizations = 25 percent match

The required match will be determined by the type(s) of applicants. For example, if a for-profit organization has a collaboration with a county, the project qualifies for the county match (10 percent), as long as supporting documentation is submitted. Match is equal to the Total Project Costs minus Contingencies multiplied by the required Match Percentage.

Match in the form of cash and real property—such as equity in land or existing structures—to the real costs previously incurred by the project will be allowed. Cash is the strongest form of match. DHCS must approve the match source.

Cash match may come from:

- [American Rescue Plan Act \(ARPA\)](#) funds granted to counties and cities;
- Local funding;
- [Mental Health Services Act \(MHSA\)](#) funds in the 3-year plan (considered “other local”);
- Foundation/philanthropic support;
- [Opioid settlement funds](#) for SUD facilities;
- Loans or investments;
- Cash on hand;
- Incentive payments from managed care plans; or
- Another source.

Real property appraised value for development is acceptable as match if that real property is the actual project-sited property and the entire Assessor’s Parcel Number (APN) of land is dedicated to the new



development project. Only the APN used for the project that will be encumbered with a deed restriction post-award can be used as the match in-kind amount. The certified appraisal must only give a value for the specific APN to be encumbered. If an applicant has purchased the property outright and has clear title in hand and plans to construct or develop on it, the appraised value of the property as match to the grant request may be used. Examples include:

- Unused government and tribal buildings;
- Buildings originally intended for another purpose;
- Surplus land;
- Government and tribal property; and
- Land trust.

The match may also be in the form of property ownership equity at the specific grant project site. Property equity match value is determined by a recent certified appraisal value (within 6 months of application) minus the outstanding loan amount (bank loan information documents required). Use the following equation to calculate equity for match:

$$\text{Certified Appraisal Value} - \text{Outstanding Loan Amount} = \text{Equity Value}$$

Sunk costs directly related to the development project, with documentation of paid invoices for professional services related to pre-development of the specific grant application, may also be approved as match by DHCS on a case-by-case basis.

All match amounts must be well documented and notarized and will be thoroughly reviewed by DHCS and AHP. Property valuations may or may not be approved by the State. Therefore, cash is the preferred form of match. *Only the APNs that are encumbered by the 30-year service restriction can count as match and must be validated by a certified appraisal of that specific APN.*

Services, Behavioral Health Subaccount funding, and State general funds will not be allowed as match. All match sources will be reviewed by DHCS and AHP prior to the awarding of funds.

3.5. BUDGET DEVELOPMENT

Applicants are required to submit a budget (see application attachment Form 2: Budget Template) with their Round 5: Crisis and Behavioral Health Continuum applications. All budgets must contain requested amounts for each phase of funding. If an applicant has a current Negotiated Indirect Cost Rate Agreement (NICRA) established with a federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the applicant may use its current NICRA as the basis for indirect costs. Alternatively, if the applicant does not have a NICRA, the applicant may elect to use a rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

Grantees are responsible for ensuring that their project is on schedule and on budget. 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.

Applicants must provide a description of their contingency plan for funding any potential cost overage beyond the grant award.



3.6. ACCESSIBILITY AND NONDISCRIMINATION

All developments shall adhere to the accessibility requirements set forth in California Building Code Chapters 11A and 11B and the Americans with Disabilities Act, Title II. In addition, developments shall adhere to either the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 8, or the U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 FR 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Part 8.26.

Grantees shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), justice system involvement (except where explicitly required by law), or arbitrary characteristics, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project or activity funded in whole or in part with funds made available pursuant to this RFA. Nor shall all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with funds made available pursuant to this RFA.

Grantees shall comply with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, Government Code Section 11135, Section 504 of the Rehabilitation Act of 1973, and all regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35.

3.7. STATE AND FEDERAL PREVAILING WAGE

A project funded by a BHCIP grant is a "public works" project if the applicant intends to use the BHCIP funds for the "[c]onstruction, alteration, demolition, installation, or repair" of a building or structure (Cal. Lab. Code Section 1720(a); Cal. Lab. Code Section 1750(b)(1)). Applicants using BHCIP grants to fund public works are subject to California's prevailing wage and working hours laws (Division 2, Part 7, Chapter 1 of the California Labor Code) and the applicant's project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (Cal. Lab. Code Section 1771.4(a)(1)).

Applicants must complete Form 5: Applicant's Certification of Prevailing Wage as a part of the application process. If DHCS selects an applicant to receive a BHCIP grant and the applicant is using the grant to fund a public works project, then the applicant shall submit a Certification of Compliance that includes an attestation from the general contractor certifying that the general contractor will comply with California's prevailing wage and working hours laws (including posting job notices, as required by Labor Code Section 1771(a)(2)). The Certification of Compliance shall also state that the general contractor will maintain its labor records in compliance with all applicable state laws (Cal. Lab. Code



Section 1776) and shall make all labor records available to the Department of Industrial Relations and any other applicable enforcement agencies upon request (Cal. Lab. Code Section 1771.4(a)(3)). The Certification of Compliance shall be signed by the general contractor(s) and the applicant.

If DHCS selects an applicant to receive a BHCIP grant and the applicant is not using the grant to fund a public work, then the applicant shall submit a Certification of Inapplicability to DHCS explaining why the project is not a public work as defined by California Labor Code Section 1720. The Certification of Inapplicability shall be signed by the general contractor(s) and the applicant.

3.8. EXEMPTIONS

In accordance with California Welfare and Institutions Code Section 5960.3, projects funded by a BHCIP grant are:

1. Deemed to be consistent with and in conformity with any applicable local plan, standard, or requirement;
2. Deemed to be allowed as a permitted use within the zone in which the structure is located; and
3. Not subject to a conditional use permit, discretionary permit, or any other discretionary reviews or approvals.

3.9. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION

CEQA shall not apply to a project funded by BHCIP if that project meets the requirements outlined in California Welfare and Institutions Code Section 5960.3(b). Applicants shall determine if they meet the requirements outlined in Section 5960.3(b) to qualify for the exemption from CEQA. And, in accordance with Section 5960.3(c), if an applicant determines that it qualifies for the exemption from CEQA, then the applicant shall file a Notice of Exemption with the Office of Planning and Research and the clerk of the county in which the project is located in the manner specified in subdivisions (b) and (c) of Section 21152 of the Public Resources Code, and the applicant shall provide DHCS with a copy of the filed Notice of Exemption. If the applicant determines that CEQA applies to its project, the applicant shall provide DHCS with copies of all appropriate documentation demonstrating the project's compliance with CEQA once the applicant has received project approval.

DHCS is not responsible for determining if applicants meet the CEQA exemption requirements set forth in Section 5960.3(b). Furthermore, DHCS is not responsible for filing a Section 5960.3(c) Notice of Exemption on behalf of an applicant.

3.10. LOW-RENT HOUSING PROJECT EXEMPTION

In accordance with California Welfare and Institutions Code Section 5960.35(b)(1), a project funded with a BHCIP grant shall not be considered a "low-rent housing project," as defined in Section 1 of Article XXXIV of the California Constitution, if the project meets any one of the following criteria:

1. The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of Section 214 of the Revenue and Taxation Code, not fully reimbursed to all taxing entities, and not more than 49 percent of the



dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income;

2. The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership, and is not financed with direct long-term financing from a public body;
3. The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in Section 50076.5 of the Health and Safety Code, or cooperative or condominium ownership, rather than for rental-occupancy;
4. The project consists of newly constructed, privately owned, one- to four-family dwellings not located on adjoining sites;
5. The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units;
6. The project consists of the rehabilitation, reconstruction, improvement or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in Section 50079.5 of the Health and Safety Code; or
7. The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into, a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a BHCIP grant is a “low-income housing project” as defined by Section 1 of Article XXXIV of the California Constitution but does not meet any of the criteria listed above, then the applicant shall comply with the requirements set forth in that section of the California Constitution.

Part Four: Award Scoring and Process

4.1. APPLICATION SCORING CRITERIA

Eligible BHCIP grant applications undergo a competitive review process. DHCS will only fund projects from applicants that are in good standing with all local, county, state, and federal laws and requirements. Funding priority will be given to facilities that expand access to behavioral health services across the crisis continuum. For proposed facilities that are not providing crisis services, applications will need to demonstrate how they are providing step-down services and/or transition of care out of acute crisis care or stabilization services. Additional funding decisions will be based on a variety of factors, including the phase of development at the time of application, and the degree to which the project addresses gaps in services for the population. Applicants who are in later phases of development (see Section 3.2) at the time of application and/or provide expansion to crisis facilities will be scored higher. At a minimum, applicants must provide a full and complete application and meet the following criteria to be considered for award:

- Demonstrate expansion of services for individuals in need of crisis and/or behavioral health services;
- Demonstrate match;
- Request a pre-application consultation by the deadline of December 27, 2022;



- Attest that the project will meet federal, state, and local laws;
- Demonstrate the capacity to complete project development and expend funds on time and on budget;
- Align with the State Priorities described in Section 1.1, above;
- Align with needs and gaps described in the statewide assessment, "Assessing the Continuum of Care for Behavioral Health Services in California";
- Budget reasonable proposed costs for the facility type and scope of rehabilitation or renovations proposed;
- Demonstrate long-term sustainability for the proposed project; and
- Propose an increase in the number of persons to be served by the expansion.

4.2. AWARD PROCESS

Awarded applicants will receive a conditional award email with a Program Funding Agreement from AHP. The agreement must be signed, returned, and fully executed with AHP before initial funding will be awarded. Depending on the applications received, their project locations, allowable expenditures, amounts of funds requested, and funding available, DHCS may choose to fund only part of an application. In that case, DHCS would reach out to the potential awardee to determine their interest in receiving a smaller amount than originally requested.

Funds awarded pursuant to the project must be used to supplement, and not supplant, other funding available from existing local, state, or federal programs or from grants with similar purposes. Funding may not be used for "reimbursement." Only those costs that can be associated with completing the project would be eligible costs as noted in Section 3.2.

Applicants that are not funded during Round 5: Crisis and Behavioral Health Continuum may be eligible to apply for subsequent BHCIP funding if available. BHCIP TA will be available on an ongoing basis.

4.3. APPEALS

California law does not provide a protest or appeal process against award decisions made through an informal selection method. Applicants submitting a response to this RFA may not protest or appeal the award. All award decisions made by DHCS shall be final.

Part Five: Project Operations

5.1. PROJECT OVERSIGHT AND REPORTING

As specified by DHCS and upon request, grantees shall provide progress reports in connection with the approved timeline, statement of work (SOW), and budget and any updates to the timeline for completion of the project. The progress reports should include the project's completion milestones and any updates or substantial changes. Grantees shall promptly notify DHCS of any changes in grantee organization, authorization, or capacity. This information will be outlined in the Program Funding Agreement.



Grantees are required to meet state financial and administrative reporting requirements and submit data through an online grantee portal. Reporting requirements will include quarterly reports and a final report. The annual report will be due no later than January 31 for the prior calendar year of January 1 to December 31. Funding will be contingent upon provision of timely submission of data and reporting. These requirements will be fully detailed upon award.

In addition to the foregoing, each grantee shall submit to DHCS periodic reports, updates, and information as deemed necessary by DHCS to monitor compliance and/or perform project evaluation. Any requested data or information shall be submitted electronically in a format provided by DHCS.

Additional reporting requirements may be required by DHCS for up to 30 years after completion of project construction.

5.2. DISBURSEMENT OF GRANT FUNDS

The Program Funding Agreement will set forth the general conditions for disbursement. Once the Program Funding Agreement between the grantee and AHP is fully executed, grantees can authorize work to begin on their project. Disbursement of funds will follow a standard 30-day draw period and 45-day payment cycle for work completed. The grantee will submit to the draw authority invoices for work completed over the previous 30 days. The draw authority will review the draw request, approve the invoices for work completed, and issue approval for disbursement of funds to the grantee. The grantee will then be responsible for paying invoices in a timely manner, and within 45 days of initial submission of invoices to the draw authority. Subsequent funding for construction will be released following site inspections and once draw requests for work completed and invoices have been submitted for the previous 30-day period.

AHP will closely monitor progress on construction and will track and review all schedules, change orders, and contingency expenses. Grantees will be responsible for submitting invoices, revised budgets, and schedules to AHP for approval. Grantees must ensure that expenses are allowable under the contract and will be expected to provide sufficient backup documentation. Grantees are responsible for ensuring that their project is on schedule and on budget. 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. Additional details regarding the funding and disbursement process will be provided upon award.

Part Six: Attachments

Applicants must include all of the following attachments with the application. All required forms and supporting documents must be completed and uploaded in the application portal.

Form 1: Application Questions (Note: Additional questions may be prompted on the application portal).

Description: Application questions and related documents for Round 5: Crisis and

Behavioral Health Continuum

- Letter(s) of support;
- 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, general contractor, etc.);
- A certified appraisal and a bank loan document, if identifying a real property contribution for match; and
- A valid rough order of magnitude (ROM) cost estimate, if no construction plan is yet in place.

Form 2: Budget Template

Description: Pre-formatted template for all costs related to the project, including match

Form 3: Development Team Information

Description: Information on development team, including contact information and previous experience

Form 4: Design, Acquisition, and Construction Milestone Schedule

Description: Schedule for achieving design, acquisition, and construction milestones

Form 5: Applicant's Certification of Prevailing Wage (inclusion in estimated budget)

Description: Certification with an attestation from the general contractor that the general contractor will comply with California's prevailing wage and working hours laws

Form 6: Applicant's Certification of Funding Terms

Description: Certification that the applicant will receive, expend, and administer all funds received under this initiative pursuant to the terms outlined

Form 7: Community Engagement Tracking

Description: Table to list community and/or youth engagement activities

Form 8: Schematic Design Checklist

Description: Checklist of start and completion dates for schematic design drawings, including architectural and engineering technical information

Attachment A: Pre-Application Consultation Process

Description: Outline of the pre-application consultation process, including a link to the required survey

Attachment B: Glossary of Terms

Description: Glossary of terms for Round 5: Crisis and Behavioral Health Continuum



Attachment K

Award Letter

DocuSign Envelope ID: FCD5E878-1892-4D8F-AC18-1EA974411A14



June 23, 2023

THIS LETTER SENT VIA EMAIL

Jennifer Yasumoto, Agency Director-HHSA
Napa County Health and Human Services Agency
2751 Napa Valley Corporate Drive
Napa, CA 94558

RE: BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM (BHCIP)
ROUND 5: CRISIS AND BEHAVIORAL HEALTH CONTINUUM – CONDITIONAL
AWARD

Dear Jennifer Yasumoto:

Congratulations! The Department of Health Care Services (DHCS) is pleased to announce that Napa County Health and Human Services Agency has been conditionally selected to receive \$3,329,955.00 in BHCIP funding for the Crisis Stabilization Unit (CSU)- Children's Services Expansion project. Please carefully review the information in this letter for details on getting the funding and contracting process underway.

DHCS received a total of 118 applications requesting over \$2 billion in funding, which far exceeded the total amount of funding available for this round. Information from your application will serve as the basis of the project data, payment schedule, and Statement of Work (SOW) that will be included in your Program Funding Agreement (PFA), also referred to as contract, with Advocates for Human Potential, Inc. (AHP), the BHCIP administrative entity. In anticipation of beginning the BHCIP contracting process, you will receive a link to the SOW Data Confirmation Form by email in the coming week. Please complete and submit it within the time frame allotted in order to get the contracting process underway as quickly as possible. You are also encouraged to review the sample PFA on the BHCIP website.

In addition, you will receive an email from AHP BHCIP@DHCS.ca.gov with instructions on how to whitelist safe email addresses later today. All future communications from AHP will be sent from round5@ahpnet.com.

A mandatory informational webinar will be held on June 29, 2023, from 2:00 to 3:00 p.m. Pacific Standard Time (PST). Topics will include developing the SOW and beginning the contracting process. Please [register here](#). Your project lead and all development team members are invited. A link to the recording will be sent to all conditional awardees for reference after the webinar.

Please also register for two additional required webinars:

California Department of Health Care Services
Community Services Division
P.O. Box 997413 | Sacramento, CA | 95899-7413
MS Code 2635 | Phone (916) 440-7800 | www.dhcs.ca.gov

State of California
Gavin Newsom, Governor


California Health and Human Services Agency

Jennifer Yasumoto
Page 2
June 23, 2023

- [Contracting and Funding](#), July 11, 2023, at 2:00 p.m. PST
- [Prevailing Wage and Construction Management](#), July 26, 2023, at 2:00 p.m. PST

More information regarding these webinars be forthcoming.

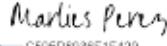
This conditional award is contingent on confirmation of a number of factors including, but not limited to, confirmation of match, a clean title report, and acceptance of the terms of encumbrance on the property. The project funding will become available upon final execution of your BHCIP Round 5: Crisis and Behavioral Health Continuum PFA with AHP, at which point, you may begin submitting invoices.

As noted in the request for applications (RFA), awardees will be responsible for any cost overruns and DHCS will not allow increases in project budgets. If, for any reason, you are no longer interested in receiving BHCIP Round 5: Crisis and Behavioral Health Continuum grant funding or would like to withdraw your grant application, please contact DHCS immediately at BHCIP@dhcs.ca.gov.

For all other questions, please contact DHCS or AHP at round5@ahpnet.com. If you have not already done so, you are encouraged to register for the BHCIP listserv [here](#) to receive updates about current and future funding opportunities, and check the frequently asked questions (FAQs) on the BHCIP website regularly for program guidance.

DHCS is excited to embark on this partnership with you to expand California's continuum of behavioral health facilities. We are doing lasting work that will benefit many of our state's most vulnerable individuals.

Sincerely,

DocuSigned by:

Marlies Perez
C596D8936F1F420

Marlies Perez, Division Chief
Community Services Division
Department of Health Care Services

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

1. STATEMENT OF INTENT

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

2. BACKGROUND

DHCS oversees the BHCIP pursuant to Welfare and Institutions Code sections 5960-5960.45. DHCS established the BHCIP Round 5 Crisis and Behavioral Health Continuum grants to award competitive grants to qualified entities to construct, acquire, and rehabilitate real estate assets to address significant crisis care gaps in California’s behavioral health (mental health and substance use disorder) infrastructure.

DHCS awarded the Sponsor a BHCIP Round 5 Crisis and Behavioral Health Continuum grant to acquire, expand, or construct certain improvements (the “**Sponsor’s Project**”) on that certain real property commonly known as 2751 Napa Valley Corporate Drive, Building B, located in the City of Napa, County of Napa, State of California, and the improvements thereon (the “**Property**”); and, to operate the specific type of behavioral health facility (the “**Facility**”) identified in Sponsor’s grant application on the Property following the completion of the Sponsor’s Project.

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

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

3. APPLICABILITY OF BHCIP STATUTES

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

of the BHCIP statutes. The BHCIP statutes, as written on the date of this Agreement, are hereby incorporated by reference into this Agreement.

4. SPONSOR OBLIGATIONS TO DHCS

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

- A. Ensure that the Facility operates in compliance with the requirements set forth in Welfare and Institutions Code sections 5960-5960.45 and Section 8.A of this Agreement;
- B. Comply with the change of Facility use requirements contained in Section 8.B. of this Agreement, if applicable;
- C. Maintain all books, accounting records, client records, and documents in accordance with the requirements set forth in Section 8.C. of this Agreement;
- D. Provide DHCS access to the Property, the Facility, books, accounting records, client records, and documents in accordance with the requirements set forth in Section 8.D. of this Agreement;
- E. Provide DHCS with reports in the manner and frequency set forth in Cal. Welfare and Institutions Code sections 5960-5960.45 and Section 8.E. of this Agreement; and
- F. Require, as a condition of sale, that any subsequent owners of the Property comply with the terms of this Agreement, if the Sponsor transfers ownership of Facility at any time during the thirty (30) years.

5. SERVICE LOCATION

The services shall be performed at the Property.

6. SERVICE HOURS

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

7. PROJECT REPRESENTATIVES

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

Department of Health Care Services Contract/Grant Manager: Holly Clifton, Section Chief Community Services Division / Behavioral Health Continuum Infrastructure Program Section Telephone: +1 (916) 345-7468 Email: holly.clifton@dhcs.ca.gov	Napa County Health and Human Services Agency Contract/Grant Manager: Jennifer Yasumoto, Director of Health and Human Services Agency Telephone: +1 (707) 253-4678 Email: jennifer.yasumoto@countyofnapa.org
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B. Direct all inquiries to:

Department of Health Care Services	Napa County Health and Human Services Agency
State of California Department of Health Care Services Attention: Behavioral Health Expansion Branch, Community Services Division 1501 Capitol Avenue, MS 2633 Sacramento, CA 95814 Telephone: +1 (916) 345-7468 Email: holly.clifton@dhcs.ca.gov	Attention: Jennifer Yasumoto, Director of Health and Human Services Agency 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558 Telephone: +1 (707) 253-4678 Email: jennifer.yasumoto@countyofnapa.org

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

8. SERVICES TO BE PERFORMED

A. Operation of the Facility:

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

1. Operate the Facility in accordance with all applicable requirements in Cal. Welfare and Institutions Code sections 5960-5960.45;
2. Operate the Facility as the type of behavioral health services facility identified in the Sponsor's DHCS-approved BHCIP grant application, and serve the populations identified in Sponsor's DHCS-approved BHCIP grant application, unless otherwise approved by DHCS in the manner described in Section 8.B. below; and
3. Accept Medi-Cal beneficiaries.

B. Change in Facility Use

For a minimum of thirty (30) years, the Sponsor shall not take either of the following actions without DHCS approval: (1) change the type of behavioral health facility that it operates on the Property to something other than what was approved in the Sponsor's BHCIP grant application; or (2) change or expand the populations to be served by the facility.

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

The Sponsor's written request shall:

1. Identify the desired type of behavioral health facility;

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

DHCS has absolute discretion to permit or deny the request and may require the Sponsor to provide additional information to evaluate the Sponsor's request.

C. Record Retention

1. The Sponsor shall maintain books, accounting records, client records, and other documents in a manner sufficient to properly reflect all direct and indirect costs of operating the Property during the term of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
2. The Sponsor's records and the Property's and Facility's records shall be subject at all reasonable times to inspection, audit, and reproduction by authorized representatives of the State of California, including DHCS or its authorized representatives.
3. The Sponsor agrees that departments authorized to represent the State of California (including DHCS, the Department of Finance or its authorized representatives, and the Bureau of State Audits or their designated representatives) and authorized representatives of the United States (including the Comptroller General) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Sponsor agrees to allow these state representatives access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Sponsor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Cal. Gov. Code § 8546.7, 2 CCR §1896.77.)
4. The Sponsor shall preserve and make available its records (1) for a period of three years from the expiration of this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
5. The Sponsor may, at its discretion, following the expiration of this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by DHCS or an authorized DHCS representative to inspect, audit, or obtain copies of said records, the Sponsor shall supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

D. DHCS Monitoring

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

E. Proof of Insurance

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

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

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

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

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

G. Remedies

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

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

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

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

9. AMERICANS WITH DISABILITIES ACT

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

10. AGREEMENT EXECUTION

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

Sponsor's Authorized Representative's Signature

Jennifer Yasumoto, Director of Health and Human Services Agency

Sponsor Representative's Name in Print and Title

Date

DHCS Representative Signature

Kelly Cowger, Branch Chief

Community Services Division / Behavioral Health Expansion Branch

DHCS Representative Name in Print and Title

Date

EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENT

EXHIBIT B – FEES AND RATE TABLES

Fees, Billing Structure and Rate Tables by Design Consultant

Firm: TLCD Architecture

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Pre-Design		\$22,945
Schematic Design		\$33,995
Design Development		\$33,780
Construction Documents		\$43,980
Permit/Fire Marshal review		\$10,050
Bid		\$14,900
Construction Administration		\$67,230

See following page for billing rate table.

MEMORANDUM

DATE
03/19/2024

PROJECT
Napa County CSU Expansion

PROJECT NUMBER
22115

SUBJECT
Exhibit to the Contract with Fees
and Rate Tables

AUTHOR
Stacey Walker

SCHEDULE OF HOURLY RATES
2023

Project Administration	\$130	DATE 03/19/2024
Designer	\$155	PAGE 2 of 15
Senior Designer	\$165	
Project Captain	\$175	
Interior Designer	\$175	
Senior Project Captain	\$185	
Project Architect	\$195	
Senior Interior Designer	\$195	
Senior Project Architect	\$220	
Project Manager	\$220	
Principal	\$245	

These rates are effective for the calendar year 2023 and are subject to change one time annually.

Firm: ZFA Structural Engineers

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Pre-Design		\$6,500

DATE
03/19/2024PAGE
3 of 15

Extracted billing rates from proposal.

18. **BILLING RATES**

Executive Principal	\$250.00 per hour
Principal	\$220.00 per hour
Associate Principal	\$195.00 per hour
Senior Associate	\$180.00 per hour
Associate	\$170.00 per hour
Senior Engineer	\$150.00 per hour

Engineer	\$135.00 per hour
Designer	\$120.00 per hour
BIM Project Manager	\$140.00 per hour
Senior BIM	\$130.00 per hour
BIM Technician	\$110.00 per hour
Engineering Support	\$75.00 per hour



COSTA ENGINEERS INC.

851 Napa Valley Corporate Way, Suite D, Napa, CA 94558

Executive Summary

Fee Breakdown for Napa County CSU Expansion Project
Mechanical, Plumbing, and Fire Protection Engineering and Design Services

Description

The Napa County CSU Expansion project is located on Napa Valley Corporate Drive at the Napa County South Campus, Building #1. The following is a breakdown of the fees for mechanical (HVAC), plumbing, and fire protection engineering and design services that are required to complete the project.

Pre-Design/Feasibility Study

Tasks:

- Design meetings
- Reports/narratives
- Drawings setup
- Calculations
- Field verification of existing conditions

Total fee (lump sum) \$5,720

Schematic Design

Tasks:

- Design meetings
- Preliminary selection of systems & materials
- Drawings setup
- Calculations
- Cost estimates
- Constructability reviews

Total fee (lump sum) \$10,725



Design Development

Tasks:

- Code documentation & interpretations
- Typical construction details
- Equipment layouts
- Calculations, excluding Title 24 calcs
- DD level design
- Equipment schedules
- Design review
- Design meetings
- Preliminary specifications
- Constructability reviews

Total fee (lump sum) **\$15,730**

Construction Documents

Tasks:

- Design meetings
- CD design
- Calculations, excluding Title 24 calcs
- Coordination
- Design review
- Preparation of final construction plans for permit
- Preparation of specifications for project manual

Total fee (lump sum) **\$25,025**

Bidding

Tasks:

- Updates to plans and or specifications, if necessary
- Preparation of addenda, if necessary
- Responses to pre-bid Requests for Information (RFIs), if any

Total fee (lump sum) **\$3,575**

Construction Administration

Tasks:

- Site visits / observations
- Respond to RFIs
- Review of submittals and shop drawings
- Review of proposed substitutions
- Job walk to determine construction deficiencies
- Punch list preparation
- Final site visit to verify punch list is completed

Total fee (lump sum) **\$7,150**



Closeout

Tasks:

- Review of final Test and Balance Report
- Review of O&M manual
- Review of record drawings

Total fee (lump sum) **\$3,575**

TOTAL FEE (lump sum) **\$71,500**

NOTE:

The fees for each phase of the project and the total fee are fixed. If additional services are requested, fees may be based on hourly rates per the attached rate sheet.



COSTA ENGINEERS INC.

851 Napa Valley Corporate Way, Ste. D, Napa, CA 94558

2023 HOURLY BILLING RATES

&

(Effective January 1, 2023)

HOURLY BILLING RATES

PRINCIPAL ENGINEER	\$250.00/hr.
SENIOR MECHANICAL ENGINEER	\$215.00/hr.
MECHANICAL ENGINEER	\$205.00/hr.
PROJECT ENGINEER/EIT	\$190.00/hr.
SENIOR MECHANICAL DESIGNER	\$185.00/hr.
SPECIFICATIONS WRITER	\$180.00/hr.
MECHANICAL DESIGNER	\$175.00/hr.
CAD DRAFTER/BIM MODELER	\$165.00/hr.
JUNIOR CAD DRAFTER	\$155.00/hr.
CLERICAL	\$125.00/hr.

Firm: O'Mahony & Myer

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Pre-Design/Feasibility		\$2,181
Schematic Design		\$2,181
Design Development		\$4,361
Construction Documents		\$9,812
Construction Administration		\$3,270

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Extracted billing rates from proposal.

Principal:	\$210/hr.
Engineer:	\$140/hr.
Designer:	\$125/hr.
Draftsperson I:	\$ 105/hr.
Draftsperson II:	\$ 95/hr.
Administrative:	\$ 75/hr.

Firm: Allana Buick & Bers

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Schematic Design	Lump Sum	\$3,600
Design Development	Lump Sum	\$6,200
Construction Documents	Lump Sum	\$17,400
Bidding	Time and Materials	\$2,000
Construction Administration (limited)	Time and Materials	\$20,800

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Extracted billing rates from proposal.


ALLANA BUICK & BERS
 Making Buildings Perform Better

EXHIBIT A
ABB
Standard Schedule of Fees
 (Updated October 2021)

When Fees for services are based on the actual hours worked on the project by position, the billing rates will be in accordance with the following schedule:

Position	Rate	Position	Rate
Principal I	\$ 300.00	Building Technologist I	\$ 170.00
Principal II	\$ 320.00	Building Technologist II	\$ 180.00
Principal III	\$ 360.00	Building Technologist III	\$ 190.00
Principal IV	\$ 395.00	Field Monitor I	\$ 140.00
Associate I	\$ 230.00	Field Monitor II	\$ 150.00
Associate II	\$ 240.00	Field Monitor III	\$ 160.00
Associate III	\$ 260.00	Field Monitor (Part-Time)	\$ 170.00
Associate IV	\$ 280.00	CAD Graphics Specialist I	\$ 150.00
Consultant I	\$ 190.00	CAD Graphics Specialist II	\$ 160.00
Consultant II	\$ 210.00	CAD Graphics Specialist III	\$ 170.00
Consultant III	\$ 230.00	Admin Services	\$ 120.00
Consultant IV	\$ 250.00	Forensic Document Specialist	\$ 180.00
Construction Manager I	\$ 180.00	IT Consultant	\$ 180.00
Construction Manager II	\$ 200.00		
Construction Manager III	\$ 220.00		
Executive Project Manager	\$ 250.00		

Firm: Guidepost Solutions LLC

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Schematic Design	Lump Sum	\$2,790
Design Development	Lump Sum	\$4,140
Construction Documents	Lump Sum	\$6,310
Agency Approval	Lump Sum	\$1,170
Construction Administration	Lump Sum	\$2,700

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Extracted billing rates from proposal.

EXHIBIT A: GUIDEPOST SOLUTIONS LLC 2023 HOURLY RATES

Design Services	
Principal/Project Lead	\$225
Senior Consultant / Senior Project Manager / Professional Engineer	\$200
Consultant / Project Manager / Technology Designer	\$185
Associate	\$170
BIM / REVIT Coordinator	\$130
Subject Matter Expert - Advisory (Security / AV / Fire / TEL / GSOC)	\$225

Physical Security Consulting Services	
Principal / Project Lead	\$275
Senior Consultant / Project Manager	\$250
Consultant	\$200
Associate	\$175
Subject Matter Expert - Advisory (Risk / Operations / Technology / CPTED, Sub Contractors)	\$250

Cyber Security Consulting Services	
Principal / Project Lead	\$400
Senior Consultant / Project Manager	\$350
Consultant	\$300
Associate	\$250
Subject Matter Expert - Advisory (Risk / Operations / Technology)	\$350
Subject Matter Expert - Incident Response	\$450

Risk & Emergency Management Services	
Principal / Project Lead	\$300
Senior Consultant / Project Manager	\$250
Consultant	\$225
Associate	\$200
Subject Matter Expert - Advisory (Risk / Operations / Technology)	\$250
Subject Matter Expert - Incident Response	\$350
Subject Matter Expert - Threat / Behavioral	\$900

Firm: SOLDATA Energy Consulting

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Design Development	Lump Sum	\$1,000
Construction Documents	Lump Sum	\$3,500

Billing Rate is \$125.00/hour

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Firm: Donnelly Design Environmental Graphic Design

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Pre-Design		\$750
Schematic Design		\$1,980
Design Development		\$2,240
Construction Documents		\$2,210
Construction Administration		\$2,870

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Billing Rates are:

Principal - \$215/hr

Project Manager - \$160/hr

Senior Designer - \$160/hr

Designer - \$135/hr

Design Production - \$135/hr

Firm: Facilities By Design

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Schematic Design		\$7,100
Design Development		\$8,960
Construction Documents		\$7,160
Bid and Award		\$7,960
Construction Administration		\$8,960

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Extracted billing rates from proposal.

2. Fee Schedule

A. Interior Design Services:

Principal Designer	\$120/Hour
Senior Designer	\$100/Hour

Firm: John A. Raeber

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Design Development	Lump Sum	\$3,000
Construction Documents	Lump Sum	\$1,000

Billing Rate is \$250.00/hour

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Firm: Cumming

Billing Structure: Hourly Not to Exceed (unless otherwise noted)

Phase	Billing Structure	Total
Design Development	Lump Sum	\$4,400
Construction Documents	Lump Sum	\$5,400

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Billing Rates shown below.



2024 HOURLY RATES

COST MANAGEMENT

DISCIPLINE	HOURLY RATE
Managing Principal / Vice President	\$360.00
Managing Director / Director / Regional Director	\$300.00
Associate Director	\$230.00
Senior Cost Manager	\$205.00
Cost Manager	\$190.00
Assistant Cost Manager / Estimating Technician / Intern	\$130.00

EXHIBIT "C"

[Company Name]

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

SAMPLE INVOICE

INVOICE # _____
DATE:

TO:

FOR:

[Customer Name]

[Street Address]

[City, ST ZIP Code]