**File No.** 240113 **Committee Item No.** 4
**Board Item No.** 20

# COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

**Committee:** Budget and Finance Committee **Date** February 28, 2024
**Board of Supervisors Meeting** **Date** March 5, 2024

## Cmte Board

| Cmte | Board | |
|---|---|---|
| ☐ | ☐ | **Motion** |
| ☒ | ☒ | **Resolution** |
| ☐ | ☐ | **Ordinance** |
| ☐ | ☐ | **Legislative Digest** |
| ☐ | ☐ | **Budget and Legislative Analyst Report** |
| ☐ | ☐ | **Youth Commission Report** |
| ☐ | ☐ | **Introduction Form** |
| ☒ | ☒ | **Department/Agency Cover Letter and/or Report** |
| ☐ | ☐ | **MOU** |
| ☐ | ☐ | **Grant Information Form** |
| ☐ | ☐ | **Grant Budget** |
| ☐ | ☐ | **Subcontract Budget** |
| ☒ | ☒ | **Contract/Agreement** |
| ☐ | ☐ | **Form 126 – Ethics Commission** |
| ☒ | ☒ | **Award Letter** |
| ☒ | ☒ | **Application** |
| ☐ | ☐ | **Public Correspondence** |

**OTHER** **(Use back side if additional space is needed)**

| | | |
|---|---|---|
| ☒ | ☒ | FY2024-2025 Annual Appropriation Ordinance (Excerpt) 7/18/2023 |
| ☒ | ☒ | DPH Presentation 2/28/2024 |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
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**Completed by:** Brent Jalipa **Date** February 22, 2024
**Completed by:** Brent Jalipa **Date** February 29, 2024

FILE NO. 240113 RESOLUTION NO.

[Grant Agreement - Retroactive - Advocates for Human Potential, Inc. - Round 4 – 1001 Potrero Avenue - Anticipated Revenue to the City $33,736,105]

**Resolution retroactively authorizing the Department of Public Health to enter into a Grant Agreement, for a term commencing on execution of the Grant Agreement through June 30, 2027, between the City and County of San Francisco ("City"), acting by and through its Department of Public Health ("DPH"), and Advocates for Human Potential, Inc., having anticipated revenue to the City of $33,736,105 for construction at 1001 Potrero Avenue, Building 5, Wards 6B and 7A; including a Permitted and Restricted Use; authorizing the Grantor to apply for a Receiver in the event of the City's default; and authorizing DPH to enter into amendments or modifications to the Grant Agreement that do not materially increase the obligations or liabilities of the City and are necessary to effectuate the purpose of the Grant.**

WHEREAS, The California Department of Health Care Services ("DHCS"), through its contractor and fiscal administrator Advocates for Human Potential, Inc. ("AHP"), issued a Request for Applications Round 4 ("RFA") for the Behavioral Health Continuum Infrastructure Program ("BHCIP"); BHCIP grant funds are derived primarily from the State of California General Fund; and

WHEREAS, DHCS is authorized to administer the BHCIP pursuant to Welfare and Institutions Code, Sections 5960-5960.45 and AHP manages and administers the BHCIP for DHCS under 2 C.F.R. Part 200; and

WHEREAS, The City submitted an application ("Application") to DHCS for BHCIP grant funds to construct an adolescent partial hospitalization unit and an adolescent acute inpatient psychiatric unit ("Project") located at 1001 Potrero Avenue, Building 5, in San Francisco ("Property") and DHCS awarded the City BHCIP grant funds in an amount not to exceed

$33,736,105 with a term commencing on execution of the Grant Agreement, through June 30, 2027 (“Grant”); and

WHEREAS, The Grant Agreement is subject to the terms and conditions of the RFA, the Application, the DHCS Standard Agreement, the AHP Program Funding Agreement, and all other legal requirements of the BHCIP; and

WHEREAS, San Francisco Charter, Section 9.118 requires contracts entered by a department having anticipated revenue to the City of $1,000,000 or more, and/or having a term in excess of ten years, be approved by the San Francisco Board of Supervisors (“Board”) by Resolution; and

WHEREAS, The Board accepted the grant in the Fiscal Year (FY) 2024 appropriations Ordinance No. 144-23 (File No. 230644); and

WHEREAS, The Grant Agreement includes a Regulatory Agreement and Declaration of Restrictions (“Declaration”), to be recorded in the City’s official records, that ensures that the Project be used for an adolescent partial hospitalization unit and an adolescent acute inpatient psychiatric unit ("Permitted Use") for period of at least thirty (30) years after Project completion ("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; and

WHEREAS, If the City defaults under the Grant, the Declaration authorizes DHCS to 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 Grant Agreement and the Declaration, including all of the powers necessary for the protection, possession, control, management, and operation of the Property; and

WHEREAS, The Grant Agreement obligates the City to defend, indemnify and hold harmless DHCS against all loss, costs, damages, expenses, suits, judgments, actions, and

liabilities of whatever nature ("Claims") directly or indirectly resulting from or arising out of or related to (a) the operation, use, occupancy, maintenance, financing, or ownership of the Project, and (b) the City's breach of its Grant obligations; and

WHEREAS, A draft of the Grant is on file with the Clerk of the Board of Supervisors in File No. 240113, which is hereby declared to be a part of this Resolution as if set forth fully herein; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health to enter into the Grant Agreement having anticipated revenue to the City of $33,736,105 and a term from the execution of the Grant, through June 30, 2027; and, be it

FURTHER RESOLVED, That said Grant Agreement may include a Declaration to be recorded in the City's official records, that ensures that the Project is used for the Permitted Use for the Restriction Period; and, be it

FURTHER RESOLVED, That said Grant Agreement shall include a provision authorizing DHCS to apply for the appointment of a Receiver to take over and operate the Property in the event of the City's default; and, be it

FURTHER RESOLVED, That the Grant Agreement may include a clause obligating the City to defend, indemnify and hold harmless DHCS against all loss, costs, damages, expenses, suits, judgments, actions, and liabilities of whatever nature ("Claims") directly or indirectly resulting from or arising out of or related to (a) the operation, use, occupancy, maintenance, financing, or ownership of the Project, and (b) the City's breach of its Grant obligations; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health to enter into any amendments or modifications to the Grant that the Department determines, in consultation with the City Attorney, are in the best interests of the City, do not

otherwise materially increase the obligations or liabilities of the City, are necessary to effectuate the purposes of the Grant, and are in compliance with all applicable laws; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Grant being fully executed by all parties, the Director of Health shall provide the final agreement to the Clerk of the Board for inclusion in File No. 240113.

RECOMMENDED:

/s/
Dr. Grant Colfax
Director of Health

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# PROGRAM FUNDING AGREEMENT

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## SUMMARY COVER SHEET

| | |
|---|---|
| Program Funding Agreement ID | **7469-CA BHCIP-B4_253_SFYouth-01** |
| Program Agreement Effective Date: | |
| Program Funding Agreement Manager: | **ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)**<br>490-B Boston Post Road, Sudbury, MA 01776-3365<br>Tel: (978) 443-0055 ♦ Fax: (978) 261-1467<br>**AHP Contracting Officer:** Charles Galland, COO<br>Tel: (978) 261-1425 (o) \| cgalland@ahpnet.com<br>**AHP Project Director:** Mark Faucette<br>Tel: (323) 545-6191 (o) \| mfaucette@ahpnet.com<br>**AHP Direct Staff Contact:** Mark Faucette<br>Tel: (323) 545-6191 (o) \| mfaucette@ahpnet.com |
| Sponsor: | **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health**<br>**ATTN: Terry Saltz**<br>Address: 1001 Potrero Avenue, San Francisco, CA 94110<br>Phone: +1 (415) 535-6023<br>Email address: Terry.saltz@sfdph.org |
| Prime Contract Identification: | **California Department of Health Care Services**<br>**Agreement No.: 21-10349**<br>**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 Children and Youth (Round 4) Infrastructure Program Funding<br>**Not to Exceed $33,736,105.00** |
| Billing Terms: | See Attachment E-Payment Schedule |

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This Program Funding Agreement (the "**Agreement**") is entered into as of _____, 2023 (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 **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health**, with offices at **1001 Potrero Avenue, San Francisco, CA 94110** ("**County of San Francisco**" 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 4 Children and Youth grants to award competitive grants to qualified entities to construct, acquire, and rehabilitate real estate assets to expand the community continuum of behavioral health treatment resources in settings that serve children and youth ages twenty-five (25) and younger, including pregnant and postpartum women and their children, transition-age youth ages eighteen (18) to twenty-five (25), and their families.

D. In response to that certain Request for Applications for the Round 4 Children and Youth Grants for the Program issued by AHP on behalf of DHCS on or about June 1, 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 1001 Potrero Avenue, San Francisco, CA, 94110 (the "Project"); and Sponsor has been awarded program funds for the Project in an amount not to exceed Thirty-Three Million Seven Hundred Thirty-Six Thousand One Hundred Five and 00/100 Dollars ($33,736,105.00) ("Program Funds");

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:

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## 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 award letter issued by DHCS to the Sponsor ("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.

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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 [December 7, 2022, the date of the conditional award letter 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);

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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 unless Sponsor is acquiring real property for the construction or operation of the Project, in which event Sponsor shall be subject to the requirements as described in Section 4.2.5.2, a certified copy of a recorded Performance Deed of Trust in the form attached to this Agreement as Attachment M, 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 Performance Deed of Trust against the leasehold and the fee interest in the real property upon which the Project is to be constructed or operated, and deliver to AHP an ALTA Lender's Policy of Title Insurance showing the Performance Deed of Trust and the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS;

4.1.10 certificates of insurance evidencing coverages required by this Agreement and naming AHP and DHCS as additional insureds;

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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 exiting 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; and

4.1.13 a signed opinion letter from Sponsor's legal counsel certifying that this Agreement, the Declaration of Restrictions, the Performance Deed of Trust, 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, subject to DHCS's approval in its sole discretion.

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 a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Sponsor holds good and

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marketable title (fee simple or leasehold) and shall show the Performance Deed of Trust and the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS;

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 a Performance Deed of Trust in the form attached to this Agreement as Attachment M shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.

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

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limited to, the prevailing wage requirements, and contains the Construction Contract Rider 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 the Sponsor has submitted 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, and 4.1.13; (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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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, provided that the Sponsor has made a showing of good cause for such an extension and provided acceptable assurances 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 by June 30, 2024, and expended by December 31, 2026.

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.

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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); (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 of 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 change, without the prior approval of DHCS, which may include consultation with AHP, 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;

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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.

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

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9.1.4.3 any Certification provided by the Sponsor is determined to be untrue or misleading;

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, subject to DHCS's approval in its sole and absolute discretion, within **fourteen (14) days** of notice to Sponsor, provided in accordance with the notice requirements of this Agreement, then AHP, subject to 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 any and all remedies under the Performance Deed of Trust;

9.3.7 any and all remedies under the Declaration of Restrictions;

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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 and/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 if the Sponsor discontinues or dissolves its business or if 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 at, or in excess of, the limits detailed below:

11.1.1 Builder's Risk & Property Insurance.

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11.1.1.1 A Builders Risk policy including a permission to occupy endorsement during the course of construction.

11.1.1.2 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 Property Insurance.

11.1.2.1 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:

a. 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; and

b. 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 Worker's Compensation Insurance. Worker's compensation insurance as required by the State.

11.1.4 Automobile Insurance. Comprehensive automobile and vehicle liability insurance:

11.1.4.1 covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles:

a. including on-site and off-site operations;

b. owned, non-owned, or hired vehicles; and

c. with $1,000,000 combined single limits.

11.1.5 Commercial General Liability Insurance. Commercial general liability insurance of not less than $1,000,000 per occurrence with an annual aggregate limit of $5,000,000 for bodily injury and property damage liability combined.

11.1.5.1 The Sponsor's required limits may be satisfied through a combination of general liability and umbrella or excess liability policies of coverage.

11.1.5.2 The commercial general liability insurance policy shall cover liabilities arising out of premises, independent contractors,

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products, completed operations, ongoing operations, personal and advertising injury, and liability assumed under an insured agreement.

11.1.5.3 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 Policy Requirements.

11.2.1 All policies, except Workers' Compensation, shall be endorsed to name as an additional insured with respect to the work to be performed in connection with the Project:

11.2.1.1 AHP; and

11.2.1.2 the "State Department of Health Care Services on behalf of the State (Agreement No.: 21-10349)."

11.2.2 The endorsements and policies will provide that:

11.2.2.1 the insurer waives its rights of subrogation;

11.2.2.2 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.

11.2.2.3 All such insurance must be primary and non-contributory and required to respond, defend and/or indemnify any insured and/or additional insured, and pay prior to any other insurance or self-insurance available.

11.2.2.4 AHP, in its sole discretion, may accept evidence of self-insurance if AHP determines that such self-insurance provides adequate coverage.

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 Certificates of Insurance. Upon AHP's request, the Sponsor shall immediately deposit with AHP a certificate of insurance, or a certificate of self-insurance coverage if the Sponsor is self-insured, evidencing the above insurance coverage and naming AHP and the "State Department of Health Care Services on behalf of

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the State (Agreement No.: 21-10349)" as additional insured parties under such policies.

11.4.1 The Sponsor agrees that the insurance required herein shall remain in effect at all times during the term of the Agreement and the term of the Declaration of Restrictions.

11.4.2 During the term of this Agreement, at least thirty (30) calendar days prior to the expiration of any policy of insurance required herein, the Sponsor shall provide to AHP, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than one year.

11.4.3 Notwithstanding the expiration of this Agreement, the Sponsor shall provide to DHCS a new certificate of insurance evidencing 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 Article.

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 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

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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;

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

## ARTICLE 16.
## ENVIRONMENTAL CONDITIONS

If the SOW includes the acquisition of real property, 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 the 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.

## 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 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 onsite visits, and desk reviews in order to ensure the Sponsor's compliance with this Agreement, as well as 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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 Sponsor recognizes and acknowledges that DHCS is a public entity subject to the Public Records Act and information submitted by the Sponsor to AHP or directly to DHCS may be subject to public disclosure and the Sponsor has 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 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 Contract with the State of California Department of Health Care Services.

## 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

## ARTICLE 20.
## MISCELLANEOUS

20.1 Dispute Resolution.

20.1.1 The Parties shall use reasonable efforts to resolve any dispute arising under this Agreement within thirty (30) days pursuant to informal mediation before a retired judge with Judicial Arbitration and Mediation Services ("JAMS") in Los Angeles, California.

20.1.2 If the Parties cannot resolve a dispute arising under this Agreement pursuant to Section 20.1.1, the Parties shall submit such dispute to arbitration in accordance with the provisions of the American Arbitration Association. The Parties shall conduct any arbitration in Los Angeles, California. The arbitrator's decision in any such arbitration shall be final, conclusive, and binding on the Parties.

20.1.3 TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT.

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

20.1.5 The State is not bound by any of the dispute resolution provisions set forth in this Section 20.1.

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. Section 20.2 Attorney's Fees provisions do 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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, Mark Faucette at mfaucette@ahpnet.com and Euna Ra-Smith at era-smith@ahpnet.com, (ii) for the Sponsor, Terry Saltz at Terry.saltz@sfdph.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

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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, 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 the 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 of 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.

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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 one (1) business day 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***

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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:** | **SPONSOR:** |
|---|---|
| ADVOCATES FOR HUMAN POTENTIAL, INC. | COUNTY OF SAN FRANCISCO |
| By: _____<br>CHARLES GALLAND,<br>CHIEF OPERATING OFFICER | By: _____<br>TERRY SALTZ,<br>PROJECT EXECUTIVEPROJECT EXECUTIVE |
| Date: _____ | Date: _____ |

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

# LIST OF ATTACHMENTS

| Title | No. of Pages |
|---|---|
| Attachment A – State Requirements | 14 |
| Attachment B – Certification Regarding Lobbying | 5 |
| Attachment C – The Sponsor Public Works Certification | 6 |
| Attachment D – Statement of Work | 12 |
| Attachment E – Payment Schedule | 1 |
| Attachment F – The Sponsor Compliance Certifications | 38 |
| Attachment G – Performance Milestones | 1 |
| Attachment H – Regulatory Agreement and Declaration of Restrictions | 13 |
| Attachment I – Construction Contract Addendum | 8 |
| Attachment J – RFA | 23 |
| Attachment K – Award Letter | 2 |
| Attachment L – Facility Access Agreement | 8 |
| Attachment M – Performance Deed of Trust | 21 |

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

# Attachment A

## 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

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**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 $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 $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 special circumstances, determined by AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization

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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 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:

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

(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 DCHS 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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. DHCS in its sole discretion, may elect to require that all actual subcontracts (i.e., written agreement between the Sponsor and a subcontractor) of $5,000 or more shall be subject to DHCS prior review and written approval. Any such DHCS election 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**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

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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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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 $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

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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 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 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**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; and

(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.

(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.

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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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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.**

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**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 of 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 $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 perquisite 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 $10,000 and not more than $100,000 for each such failure.

| | |
|---|---|
| County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health | Terry Saltz |
| **Name of the Sponsor** | **Printed Name of Person Signing for Sponsor** |
| R4-22-3801 | |
| **Contract Number** | **Signature of Person Signing for Sponsor** |
| | Project Executive |
| **Date** | **Title** |

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

| | |
|---|---|
| **(If individual, last name, first name, MI):** | |
| **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.** | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No. _____<br>Date: _____ |

**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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**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, in 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**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 |
|---|---|
| County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health | 94-6000417 |

**By (Authorized Signature)**

Terry Saltz, Project Executive
**Printed Name and Title of Person Signing**

| Date Executed | Executed inthe County of |
|---|---|
| | San Francisco |

The 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.

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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 violated the certification by failing to carry out the requirements as noted above. (GC 8350 *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 lessor 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

## 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 Worker's 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 40 hours a week and the contractor shall forfeit, as a penalty to the State, twenty-five dollars ($25) for each worker employed in the execution of the contract for each calendar day

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 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 AMERICAN WITH DISABLITIES 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 SPONSORS 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

### 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); and

### 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**ATTACHMENT D**

**STATEMENT OF WORK ("SOW")**

| **A: PROJECT AND SPONSOR INFORMATION** | |
|---|---|
| **Project UUID:** B4_253_SFYouth<br>**Project Title:** San Francisco Intensive Youth Behavioral Health Services<br>**Grant Project Address:** 1001 Potrero Avenue, San Francisco CA 94110<br>**APN(s) #:** Lot 001: Block 4154 | **Sponsor Name:** San Francisco Department of Public Health<br>**Legal Name:** County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health<br>**Entity Type:** County<br>**Co-Applicant:**<br>**Facility Category Type(s) (Residential and/or Outpatient):** Outpatient<br>**Acquisition with Grant Funds (Y/N):** No |
| **B: LEAD AUTHORIZED REPRESENTATIVE** | **C: PROGRAM FUNDS & CASH MATCH AMOUNT** |
| **First and Last Name:** Terry Saltz<br>**Title/Role:** Project Executive<br>**Office Phone #:** +1 (415) 255-3635<br>**Mobile Phone #:** +1 (415) 535-6023<br>**Email:** Terry.saltz@sfdph.org | **Program Funds:** $33,736,105.00<br>**Cash Match:** $0.00<br>**Total Funds:** $33,736,105.00 |
| **D: PROJECT NARRATIVE** | |

Experience serving the population

The San Francisco Department of Public Health (SFDPH) mission is to protect and promote the health and well-being for all in San Francisco. Behavioral Health Services (BHS) Division within SFDPH is the County's Mental Health Plan and ensures a full range of specialty behavioral health services to publicly insured and safety net clients, across a network of culturally and linguistically diverse providers. The Children, Youth, and Families System of Care (CYF SOC) sits within BHS and is a comprehensive, integrated system of care for children and youth ages 0-18 and up to 21 (and their families). CYF SOC offers a range of services across a continuum of care (health promotion/prevention/early intervention; outpatient mental health and substance use treatment; intensive services; crisis intervention; residential treatment). Services are provided by a network of providers including DPH civil service clinics, contracted community-based providers, and a private provider network. Services are integrated with our system partners (San Francisco Unified School District, Human Services Agency, Juvenile Probation Department, Department of Children, Youth, & their Families, Department of Early Childhood) and are strength-based, family driven, community-based, trauma-informed, and culturally/linguistically congruent.

Priority Populations to be served:

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

The San Francisco Intensive Youth Behavioral Health Services program will serve low-income youth ages 12 – 17 who are experiencing a psychiatric or behavioral health emergency. Many of them are youth of color who currently have limited access to intensive outpatient programs and virtually no access to inpatient psychiatric facilities (currently, the system relies on private hospitals who often reject our youth of color as they are deemed "too acute" for admission). Many of youth in the priority population are connected to the juvenile justice and child welfare systems. Virtually all youth served by the program will be Medi-Cal recipients or uninsured.

- Partial Hospitalization Program: This includes Intensive Outpatient Treatment including integrated SUD treatment services and this will serve as a step down to the inpatient unit listed below and a stand-alone program. The program will be capable of serving a total of 24 young people at any one time (24 slots) with a total estimated annual service population of 900 (900 slots).
- Psychiatric Acute Care Hospital: This inpatient psychiatric hospital will provide a total of 12 inpatient beds (12 beds) and will serve a total annual estimated population of 450 young people (450 slots)

Partners

While the proposed inpatient psychiatric facility and intensive outpatient unit will be located at Zuckerberg San Francisco General Hospital, which is owned by and is a part of the San Francisco Department of Public Health, the Intensive Outpatient Program & Partial Hospital Program will be managed and staffed by the University of California San Francisco (UCSF) Department of Psychiatry and Behavioral Services and the Inpatient Adolescent Psychiatric Hospital will be staffed by both SFDPH and UCSF staff. The Infant, Child, and Adolescent Psychiatry Unit of the UCSF Department of Psychiatry and Behavioral Services maintains active Medi-Cal certifications to provide, among other services, Crisis Intervention, Mental Health Services, Case Management, and Medication Support specifically for children and adolescents.

Priority considerations:

The program effectively responds to several key State priorities, including 1) advancing racial equity, 2) addressing urgent gaps in the behavioral health continuum, 3) increasing alternatives to incarceration, hospitalization, homelessness, and institutionalization, and 4) meeting the needs of vulnerable populations with the greatest needs and 5) leveraging County and Medi-Cal investments.

| **E: PROJECT EXPANSION SCOPE REQUIREMENTS** | | |
|---|---|---|
| s **Facility Type 1:** Partial Hospitalization Program | **# New Beds:** | **# New Slots:** 900 |
| **Facility Type 2:** Acute Psychiatric Hospital | **# New Beds:** 12 | **# New Slots:** |

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| | | |
|---|---|---|
| **Facility Type 3:** | **# New Beds:** | **# New Slots:** |
| **Facility Type 4:** | **# New Beds:** | **# New Slots:** |
| **Facility Type 5:** | **# New Beds:** | **# New Slots:** |
| **Total New Square Footage Funded by Expansion:** 12,527.00 | **Total # New Beds:** 12 | **Total # New Slots:** 900 |

**F: TASKS**

**TASK 1: MATCH / EQUITY CASH DEPOSIT**

| **Description/Deliverables** | **CASH MATCH FUNDS ALLOTTED: $0.00** |
|---|---|
| **Sponsor shall either:**<br>• **Deposit any Match Funds in the form of cash into the Individual Development Bank Account within Ninety (90) days of execution of this document or;**<br>• **Provide Documentation to AHP that shall satisfy that Sponsor has an In-Kind Match for either:**<br>o Property Value Documentation (Tax Assessors Value or Certified Appraisal)<br>o Sunk Costs Value Documentation (paid receipts, invoices, payment validation)<br><br>**Sponsor shall submit to AHP the following <u>prior</u> to the disbursement of any Program Funds:**<br>• **<u>Deliverables:</u>**<br>o Executed Program Funding Agreement<br>o Completed Government Agency Taxpayer ID Form<br>o Authorizing Resolution(s)<br>o Evidence of Establishment of IDBA Account<br>o Evidence of Deposit of Cash Match Funds into AHP designated Match Funds bank account<br>o Recorded Declaration of Restrictions, if Program Funds are NOT allocated in the Project Budget for Task 2<br>o Recorded Performance Deed of Trust, if Program Funds are NOT allocated in the Project Budget for Task 2<br>o Current Title Report | **CASH MATCH AMOUNT AS REQUIRED TO START PROJECT**<br><br>**[CASH MATCH MUST BE EXPENDED PRIOR TO DISBURSEMENT OF PROGRAM FUNDS TO SPONSOR]** |

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| | |
|---|---|
| ○ ALTA Lender's Policy of Title Insurance showing the Declaration of Restrictions and Performance Deed of Trust, if Program Funds are NOT allocated in the Project Budget for Task 2<br>○ Opinion Letter by Legal Counsel<br>○ Certificates of Insurance, if Program Funds are NOT allocated in the Project Budget for Task 2.<br>○ Complete Draw Request for Expenditure of Cash Match Funds<br>○ Executed Facility Access Agreement with State of California, Dept. of Health Care Services<br><br>• **<u>Certifications as provided by AHP:</u>**<br>○ Facility Access Certification – Execution of Contract with State of California, Dept. of Health Care Services<br>○ Certification # 1 - Budget Prevailing Wage Compliance<br>○ Certification # 2 - Related Party and Related Party Transaction Disclosure<br>○ Certification # 3 - Execution of Program Funding Agreement<br>○ Certification # 4 - Match Funds, Property Equity, or In-Kind Match<br>○ Certification # 5 - Declaration of Restrictions and Performance Deed of Trust, if Program Funds are NOT allocated in the Project Budget for Task 2<br>○ Certification # 6 - Legal Review of CA Welfare and Institution Code §5960.3(a)<br><br>Future Project Funding is dependent on successful completion of Deliverables and Certifications of this Task 1. | |
| **TASK 2: ACQUISITION** | |
| **Description/Deliverables** | |
| **Sponsor shall submit to AHP the following <u>prior</u> to the disbursement of any Program Funds for Task 2:**<br>• **<u>Deliverables:</u>**<br>○ Purchase and Sale Agreement (mutually executed by buyer and seller)<br>○ Certified Appraisal Report of Target Acquisition Property<br>○ Commitment from a Title Insurance Company for an ALTA Lender's Policy of Title Insurance<br>○ Signed Escrow Instructions<br>○ Evidence of Any Additional Funds Necessary to Acquire Real Property, if necessary | |

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- Recorded Declaration of Restrictions and Performance Deed of Trust (upon close of escrow)
- Estimate of Escrow Closing Costs
- ALTA Lender's Policy of Title Insurance
- Complete Draw Request for Program Funds
- Certificates of Insurance: Commercial General Liability, Workers Compensation, Automobile and Property
- Phase 1 Environmental Report
- Phase 2 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 and Performance Deed of Trust
  - 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**

**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 1 Environmental Report, if necessary
  - Phase 2 Environmental Report, if necessary
  - Asbestos Assessment and Lead Based Paint Report, if necessary
  - Estimated Total Plan Check Fees from Building Dept.
  - Approvals and Written Utility Service Commitments (will serve letters) from all Local Agencies, as required
  - Complete Draw Request for Program Funds, submitted every 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
  - Certification # 10 - Construction Drawings (CDs) for First Submittal to Building Dept.

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.

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| 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 Builders Risk, General Liability, Worker's Compensation and Automobile Insurance
  - Payment and/or Performance Bond by Contractor
  - Complete Set of Approved/Stamped Construction Drawings (digital format)
  - Executed Construction Contract with Construction Contract Rider Attached
  - Complete Draw Request for Program Funds, submitted every 30 days as necessary
  - Planning Agency Review Narrative, if necessary
  - Phase 1 Environmental Report, if necessary
  - Phase 2 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 Rider Attached
  - Certification # 12 - Prevailing Wage Compliance (GC)

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

- **Deliverables:**
  - Evidence of Remediation or Abatement, if necessary
  - Site Inspections Reports, as necessary
  - Building Permits, as necessary
  - Updated Construction Contract Budget & Schedule prior to Issuance of Notice to Proceed
  - Updated Construction Contract Budget & 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
  - Complete 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 (CEQA)
  - Certification # 14 - Required Insurance & 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

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- 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**

**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.

**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 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:**

**B. Deliverables:**

- Complete Draw Request for Program Funds, submitted every 30 days as needed
- Detailed Description of "Release of Retention" needs/uses

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- Complete 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 & 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:**<br>• **Deliverables:**<br>o Complete Draw Request for Program Funds, submitted every 30 days as needed<br>o Detailed Description of "Contingency Costs" needs/uses | | Amount of unused contingency from each phase = Roll Over Account |
| **TOTAL:** | **TOTAL FUNDING AMOUNT = PROGRAM FUNDS + CASH MATCH** | **$33,736,105.00** |

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## SCHEDULE 1

| BHCIP ROUND 4 APPLICANT INFORMATION | | |
|---|---|---|
| **Applicant Name and Contact Information:** | **Farahnaz Farahmand, PhD, farahnaz.farahmand@sfdph.org, 415-255-3635** | |
| **County or Tribal Nation** | **County of San Francisco** | |
| **Organization Name:** | **San Francisco Department of Public Health, Behavioral Health Services** | |
| **Name of Proposed Project:** | **San Francisco Intensive Youth Behavioral Health Services** | |
| **Contact Name, Email & Phone:** | **Farahnaz Farahmand, PhD, farahnaz.farahmand@sfdph.org, 415-255-3635** | |
| **Assessor Parcel Number (APN)** | **Lot 001: Block 4154** | |
| **Assessor Parcel Number (APN)** | | |
| **BHCIP ROUND 4 GRANT BUDGET INFORMATION** | | |
| ***Project Development Costs by Phase*** | | |
| | **Funded by Grant** | **Notes** |
| **PLANNING & PRE-DEVELOPMENT** | | |
| Owner Administration (10% autofill) | $12,500 | DPH Staff |
| Legal (Contracts and Due Diligence) | | |
| Architect (Concept Planning) | $125,000 | |
| Consultants (Specify) | | |
| Civil Engineer | | NA |
| Construction Manager/Owner's Rep | | |
| SIR (Site Investigation Report) | | NA |
| Site Surveys (soils & enviro) | | NA |
| Other Feasibility / Due Diligence Costs | | Operational Assessments/3P |
| Other Feasibility / Due Diligence Costs | | |
| Contingency (10% autofill) | $13,750 | |
| **Total Feasibility Costs** | $151,250 | |
| **DESIGN DEVELOPMENT (SDs & DDs)** | | |
| Owner Administration (10% autofill) | $81,250 | |
| Legal (Contracts) | | |
| Architect Schematic Drawings (SDs) | $150,000 | |
| Architect & Engineers (Design Drawings DDs) | $225,000 | |
| Construction Manager/Owner's Rep | | |
| Civil Engineer | | NA |
| MEP Engineer | $250,000 | |
| Structural Engineer | $100,000 | |
| Consultants (Specify) | $50,000 | Low Voltage/Data/IT/Security |
| Consultants (Specify) | | |
| Consultants (Specify) | | |
| Other Dev Planning Costs (Specify) | $15,000 | FFE Consultant/Manager |

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| | | |
|---|---|---|
| Other Dev Planning Costs (Specify) | $15,000 | Environmental/Infection Control/Occ Health |
| Other Dev Planning Costs (Specify) | $7,500 | ADA Access Cooridnator |
| Contingency (10% autofill) | $89,375 | |
| **Total Design Development Costs** | $983,125 | |
| **SHOVEL READY - Construction Drawings** | | |
| Owner Administration (10% autofill) | $65,500 | |
| Legal (Contracting, Due Diligence, GMAX) | | |
| Architect (Construction Drawings CDs) | $350,000 | |
| Construction Manager/Owner's Rep | | |
| Civil Engineer | | NA |
| MEP Engineer | $50,000 | |
| Structural Engineer | $50,000 | |
| Consultants (Specify) | $25,000 | Low voltage/Data/IT/Security |
| Consultants (Specify) | | |
| Consultants (Specify) | $35,000 | Fire Alarm |
| Consultants (Specify) | $25,000 | Interiors/Finishes |
| Other Dev Planning Costs (Specify) | $15,000 | FFE Consultant/Purchasing Manager |
| Other Dev Planning Costs (Specify) | $25,000 | Environmental/Infection Control/Occ Health |
| Other Dev Planning Costs (Specify) | $80,000 | LEED Consultant |
| Contingency (10% autofill) | $72,050 | |
| **Total Construction Drawing Costs** | $792,550 | |
| **SHOVEL READY - Permits and Fees** | | |
| Owner Administration (10% autofill) | $217,659 | |
| Bond Premium or Subcontractor Default Insurance (SDI) | $390,000 | |
| Builders Risk Insurance (total build schedule) | $75,000 | |
| Title and Recording | | NA |
| Plan Check & Permit Fees | $1,236,591 | |
| Local Development Impact Fees | | NA |
| Employment Reporting | | |
| Other Const. Permits & Fees (Specify) | $175,000 | HCAI IOR |
| Other Const. Permits & Fees (Specify) | $50,000 | Specifications |
| Other Const. Permits & Fees (Specify) | $250,000 | Construction Administration |
| Owner's Contingency (10% autofill) | $239,425 | |
| **Total SHOVEL READY Permits & Fees** | $2,633,675 | |
| **LAND COSTS/ACQUISITION** | | |
| Owner Administration (2% autofill) | $9,000 | |
| Land Cost or Value (Current Building Value) | | NA |
| Demolition | $450,000 | Interior Demolition |
| Legal | | NA |

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| | | |
|---|---|---|
| Broker Fee | | NA |
| Appraisal Fee | | NA |
| Construction Manager | | |
| Closing Costs | | NA |
| Land Lease Rent Prepayment | | NA |
| Other Acquisition Costs (Specify) | | |
| Contingency (5% autofill) | $22,950 | |
| **Total Land Costs** | $481,950 | |
| Existing Improvements Value (for Match) | | |
| Off-Site Improvements | | NA |
| **Total Acquisition Costs** | $481,950 | |
| **REHABILITATION** | | |
| Owner Administration (5% autofill) | $1,135,582 | |
| Legal | $75,000 | |
| Construction Manager/Owner's Rep | $250,000 | |
| Physical Needs Assessment (PNA) | | NA |
| Site Work (Materials and Labor) | | NA |
| Structures (Materials and Labor) | $19,321,740 | Interior remodel: construction - Labor and Materials |
| General Requirements/Requirements | $60,000 | |
| Contractor Overhead | | |
| Contractor Profit | $2,146,860 | |
| Prevailing Wages Administration | | |
| General Liability Insurance | $100,000 | |
| Relocation of existing residence Costs | | NA |
| Project Inspection | $125,000 | |
| Signage and Marketing | $75,000 | |
| Furniture/Fixtures/Equipment (FFE) | $483,044 | |
| Urban Greening/Landscaping | | |
| Other Rehabilitation: (Specify) | $75,000 | Environmental and IC oversight and inspections |
| Other Rehabilitation: (Specify) | | |
| Other Rehabilitation: (Specify) | | |
| Owner's Contingency (20% autofill) | $4,542,329 | |
| **Total Rehabilitation Costs** | $28,389,555 | |
| **NEW CONSTRUCTION** | | |
| Owner Administration (5% autofill) | $0 | |
| Legal | | |
| Construction Manager/Owner's Rep | | |
| Site Work (Materials and Labor) | | |
| Hard Costs (Materials and Labor) | | |
| General Conditions/Requirements | | |

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

| | | |
|---|---|---|
| Contractor Profit | | |
| Prevailing Wages Administration | | |
| General Liability Insurance | | |
| Project Inspection | | |
| FFE (Furniture/Fixtures/Equipment) | | |
| Signage & Marketing | | |
| Urban Greening/Landscaping | | |
| Other New Construction: (Specify) | | |
| Other New Construction: (Specify) | | |
| Other New Construction: (Specify) | | |
| Other New Construction: (Specify) | | |
| Other New Construction: (Specify) | | |
| Owner's Contingency (20% autofill) | $0 | |
| **Total New Construction Costs** | $0 | |
| **RESERVES** | | |
| Operating Reserves (Rehabilitation) | | |
| Transition Reserves (Move-in) | $150,000 | |
| **Total Reserves Amount** | $150,000 | |
| **OTHER PROJECT COSTS** | | |
| Post Construction Commissioning | $100,000 | |
| Marketing/PR/Communications | | |
| Move-In fees | $40,000 | |
| Accounting/Reimbursable | | |
| Other Costs: (Specify) | | |
| Other Costs: (Specify) | | |
| Other Costs: (Specify) | | |
| Other Costs: (Specify) | | |
| Owner's Contingency (10% autofill) | $14,000 | |
| **Total Other Project Costs** | $154,000 | |
| **DEVELOPER COSTS** | | |
| Developer Overhead | | |
| Consultants/Processing Agents | | |
| Project Administration | | |
| Other Developer Costs: (Specify) | | |
| **Total Developer Costs** | $0 | |
| MATCH Amount Required (Cash) | | |
| **TOTAL PROJECT COSTS** | **$33,736,105.00** | *TOTAL FUNDS includes Match Amount* |
| **Program Funds:** | **$33,736,105.00** | |
| **Cash Match:** | **$0.00** | |
| **Total Funds:** | **$33,736,105.00** | |

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**Attachment E**

**PAYMENT SCHEDULE**

**BHCIP Round 4: Children and Youth**

## Attachment E: 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, or its designee's, written approval of Sponsor's complete draw request.**

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**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 AND PERFORMANCE DEED OF TRUST** |
| **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**<br>**CONSTRUCTION CONTRACT RIDER** |
| **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** |
| **FACIILITY ACCESS CERTIFICATION** | **EXECUTION OF A FACILITY ACCESS AGREEMENT WITH STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES** |

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

SPONSOR'S CERTIFICATION NO. 1

**BUDGET PREVAILING WAGE COMPLIANCE**

I, Terry Saltz, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("Project") and acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP") are relying on this information in awarding Program Funds.

**3.** As part of the application, 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 further certifies that Sponsor (i) has been provided with copies of California Labor Code Sections 1771, 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 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 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

***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 Certification No. 1 Budget Prevailing Wage Compliance as a condition of receiving the Program Funds.

_____
Authorized Signature

Terry Saltz
Typed Name of Signatory

Project Executive
Title of Signatory

_____
Date

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

Schedule 1
Copies of California Labor Code Sections 1771, 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

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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.

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(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 of 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).

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(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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

(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

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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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

(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

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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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

(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 11/2 times the basic rate of pay."

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

SPONSOR'S CERTIFICATION NO. 2

**RELATED PARTY & RELATED PARTY TRANSACTION DISCLOSURE**

I, Terry Saltz, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that it 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 certifies that it shall disclose to AHP and/or the State, promptly, any change in ownership or control of 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 certifies that it 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 certifies that it 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.

***SIGNATURES ON THE FOLLOWING PAGE***

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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

Terry Saltz
Typed Name of Signatory

Project Executive
Title of Signatory

Date

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

SPONSOR'S CERTIFICATION NO. 3

**EXECUTION OF PROGRAM FUNDING AGREEMENT**

I, Terry Saltz, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that it has executed a contract with AHP entitled "Program Funding Agreement", and, that it has provided a true and correct copy of such executed AHP-Sponsor 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

Terry Saltz
Typed Name of Signatory

Project Executive
Title of Signatory

_____
Date

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

SPONSOR'S CERTIFICATION NO. 4

**MATCH FUNDS, PROPERTY EQUITY, OR IN-KIND MATCH**

I, Terry Saltz, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that, 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 $0.00 ("Match Funds") as evidenced by a current bank statement provided to AHP.

**4.** Sponsor certifies that, 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 equity in real property upon which the Project is to be constructed located at 1001 Potrero Avenue, San Francisco, CA 94110 (the "Project Property"), Sponsor has provided to AHP (i) the assessed value of the 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.** Sponsor certifies that, 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 real property upon which the Project is located prior to the Effective Date of the Program Funding Agreement, ("Sunk Costs"), such expenditures incurred were in the amount of not less than $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, 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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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

Terry Saltz
Typed Name of Signatory

Project Executive
Title of Signatory

_____
Date

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

SPONSOR'S CERTIFICATION NO. 5

**DECLARATION OF RESTRICTIONS**
**and**
**PERFORMANCE DEED OF TRUST**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that the Project is subject to a regulatory agreement and deed restriction, substantially in the form attached to the Program Funding Agreement as Attachment H (the "Declaration of Restrictions"), which has been recorded in the official records in the county in which the Project is located that, in addition to other matters, restricts the use of the Project. Sponsor further certifies that it 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.

**4.** Sponsor certifies that the Project is subject to a performance deed of trust, substantially in the form attached to the Program Funding Agreement as Attachment M (the "Performance Deed of Trust"), which has been recorded in the official records in the county in which the Project is located that, in addition to other matters, secures DHCS's interest in the Project. Sponsor further certifies that it shall provide to AHP concurrently with this Certification, a copy of such recorded Performance Deed of Trust 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 and Performance Deed of Trust as a condition of receiving the Program Funds.

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Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

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SPONSOR'S CERTIFICATION NO. 6

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

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that it 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

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SPONSOR'S CERTIFICATION NO. 7

**PLANNING AGENCY REVIEW**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that that if, constructing a new facility or expanding an existing facility, it 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

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SPONSOR'S CERTIFICATION NO. 8

**DUE DILIGENCE COMPLETED**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that it 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 Sponsor has provided copies of the Certified Appraisal Report to AHP.

**4.** Sponsor certifies that it has obtained a Phase 1 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, Sponsor certifies that it has obtained an asbestos assessment and lead based paint report for the Project and has or shall comply with all abatement requirements identified therein. Sponsor certifies that 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.** Sponsor certifies that it 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.*). Sponsor further certifies that it 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.

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**7.** Sponsor's above certifications are solely for the purpose of confirming that Sponsor has properly discharged their obligations under the Program Funding Agreement, and AHP's receipt of these certifications should not be relied upon by 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

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SPONSOR'S CERTIFICATION NO. 9

**DESIGN DEVELOPMENT DRAWINGS 100% COMPLETE**
(to be signed by Sponsor's Architect)

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

**1.** I possess the legal authority to submit this certification.

**2.** I am providing this information in connection with Sponsor's application for funding from the State of California ("State") pursuant to the Behavioral Health Continuum Infrastructure Program for the San Francisco Intensive Youth Behavioral Health Services ("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.** I hereby certify that design development drawings, including architectural, and mechanical, electrical, and plumbing (MEP) drawings for the Project, are one hundred percent (100%) complete.

**5.** I hereby certify that 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.

_____
Authorized Signature
*(Licensed Architect on plan set)*

_____
Typed Name of Signatory

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

_____
Date

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SPONSOR'S CERTIFICATION NO. 10

**CONSTRUCTION DRAWINGS FOR**
**FIRST SUBMITTAL TO BUILDING DEPARTMENT**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that it 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.** Sponsor certifies it 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. Sponsor shall provide AHP with copies of all such drawings upon request.

**5.** Sponsor certifies that it 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.** Sponsor certifies that its 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 (30) thirty days of the date of execution of this Certification No. 10.

***SIGNATURES ON THE FOLLOWING PAGE***

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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. 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

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SPONSOR'S CERTIFICATION NO. 11

**CONSTRUCTION CONTRACT WITH CONSTRUCTION CONTRACT RIDER**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that it has negotiated and attached to this Certification a construction contract for the Project as mutually agreed upon by 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.** Sponsor further certifies that the Construction Contract includes an attachment thereto, in the form attached to the Program Funding Agreement as Attachment J (the "Construction Contract Rider"), which shall contain certain required additional details, conditions, or terms to be agreed upon by and between Sponsor and the general contractor.

**5.** Upon full execution of the Construction Contract, or any amendment thereof, Sponsor promptly shall provide AHP a copy of the fully executed Construction Contract, with the Construction Contact Rider attached thereto and incorporated by reference.

**6.** Sponsor certifies that the Construction Contract Rider, 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.** Sponsor certifies that 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.** Sponsor certifies that 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

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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 Draft with Construction Contract Rider as a condition of receiving the Program Funds.

_____
Authorized Signature

_____
Typed Name of Signatory

_____
Title of Signatory

_____
Date

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GENERAL CONTRACTOR'S CERTIFICATION NO. 12

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

I, _____, as an authorized representative of **[insert name of General Contractor]** ("General Contractor"), 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 San Francisco Intensive Youth Behavioral Health Services ("Project") submitted by County of San Francisco ("Sponsor") and acknowledge that the State,, its contract manager, Advocates for Human Potential, Inc.("AHP") and the Sponsor are relying on this information in awarding and disbursing Program Funds to the Sponsor.

**3.** General Contractor certifies that 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.** General Contractor certifies that Sponsor has provided it with copies of California Labor Code Sections 1771, 1776, 1777.5, 1813 and 1815, that the construction contract includes those California Labor Code provisions and that 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.

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**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

_____
Typed Name of Signatory

_____
Title of Signatory

_____
Date

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SPONSOR'S CERTIFICATION NO. 13

**BUILDING PERMIT RECEIPT AND NOTICE OF EXEMPTION FILED**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that it 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.** Sponsor certifies that upon receipt of a building permit from the jurisdiction where the Project is located, that 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

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SPONSOR'S CERTIFICATION NO.14

**REQUIRED INSURANCE AND NOTICE TO PROCEED**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that it has acquired all general liability and any applicable builders risk and property insurance pursuant to the requirements of Article 11 of the Program Funding Agreement.

**4.** Sponsor certifies that it has provided to AHP copies of its certificates of insurance in accordance with the requirements of Article 11 of the Program Funding Agreement.

**5.** Sponsor certifies that it 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.** Sponsor certifies that on or about _____, 202__, (**[insert date]**, 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

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SPONSOR'S CERTIFICATION NO. 15

**PROJECT CONSTRUCTION IS 50% COMPLETE**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that on or about _____, 202__, (**[insert date]**, Project construction is fifty percent (50%) complete; and Sponsor 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

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SPONSOR'S CERTIFICATION NO. 16

**RECEIPT OF CERTIFICATE OF OCCUPANCY**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that the Project has received its Certificate of Occupancy or equivalent from the jurisdiction where the Project is located.

**4.** Sponsor further certifies that it 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

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SPONSOR'S CERTIFICATION NO. 17

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

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that, 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 certifies that it 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 further certifies that it 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.

***SIGNATURES ON THE FOLLOWING PAGE***

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Authorized Signature

Typed Name of Signatory

Title of Signatory

Date

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SPONSOR'S CERTIFICATION NO. 18

**RECEIPT OF BUSINESS LICENSE AND OPERATIONAL**

I, _____, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health** ("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that 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 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

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SPONSOR'S FACILITY ACCESS CERTIFICATION

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

I, Terry Saltz, as an authorized representative of **County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health**("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 San Francisco Intensive Youth Behavioral Health Services ("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 certifies that it has executed a contract with the State Department of Health Care Services ("DHCS") entitled Facility Access Agreement ("DHCS-Sponsor BHCIP Agreement").

**4.** Sponsor certifies that it has provided a true and correct copy of the executed DHCS-Sponsor BHCIP 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

Terry Saltz
Typed Name of Signatory

Project Executive
Title of Signatory

_____
Date

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# Attachment G

## PERFORMANCE MILESTONES

**BHCIP Round 4: Children and Youth**

## ATTACHMENT G - PERFORMANCE MILESTONES

*These Performance Milestones are the basis for your Project's Payment Schedule so that Program Funds are encumbered by June 30, 2024 and expended by December 31, 2026.*

### *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 AND PERFORMANCE DEED OF TRUST | 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 ACQUISTION | Certification # 8 | |
| Acquisition | *ACQUISITION* -CLOSE OF ESCROW/DECLARATION OF RESTRICTIONS & PERFORMAN | 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 12/31/26 |
| Construction | RECEIPT OF CERTIFICATE OF OCCUPANCY | Certification # 16 | |
| Move-In | NOTICE OF COMPLETION AND RECEIPT OF UNCONDITIONAL FINAL RELEASES OF LI | Certification # 17 | Completion before 12/31/26 |
| 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 |

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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 County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health (the "**Owner**") and the State of California ("**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 June 1, 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 5-year building phase of BHCIP, entered into a Program Funding Agreement (the "**Program Funding Agreement**") dated _____, with Owner for the distribution of BHCIP funds (in an amount not to exceed Thirty-Three Million Seven Hundred Thirty-Six Thousand One Hundred Five and 00/100 Dollars ($33,736,105.00) (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 1001 Potrero Avenue, located in the City of San Francisco ("City"), County of San Francisco ("County"), State of California, and the improvements thereon (the "**Property**"); as more particularly described and

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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 with DHCS approval, which must accept and provide services to Medi-Cal beneficiaries as patients;

D. This Declaration shall be secured by a Performance Deed of Trust, the form of which is set forth in Attachment M to the Program Funding Agreement, encumbering Owner's fee interest in the Property; and 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 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;

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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 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; 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, the 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 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 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;

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2.12 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 Owner shall 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 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 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 assure 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, 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

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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.

3.1 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.

3.2 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.

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 (i) 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

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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, and/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 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 Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, 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 State may deem necessary to protect the

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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 State upon demand plus an administration fee of ten percent (10%).

7.4 Notwithstanding the foregoing or anything to the contrary contained herein, DHCS shall be entitled to any rights, remedies, or damages available pursuant to that certain Performance Deed of Trust executed by Owner, as Trustor, therein, on or about of even date herewith, and recorded in the official records of the county in the jurisdiction where the Property is located.

**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

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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 ____ [DATE]. The Declaration shall be recorded, and shall remain, as a lien against the Property.

**SIGNATURE ON FOLLOWING PAGE**

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**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:**

COUNTY OF SAN FRANCISCO,
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

By: _____
TERRY SALTZ
PROJECT EXECUTIVE

Date: _____

**DHCS:**

DEPARTMENT OF HEALTH CARE SERVICES,
A PUBLIC AGENCY OF THE STATE OF CALIFORNIA

By: _____
HOLLY CLIFTON, SECTION CHIEF
COMMUNITY SERVICES DIVISION / BEHAVIORAL HEALTH CONTINUUM
INFRASTRUCTURE PROGRAM SECTION

Date: _____

All signatures must be acknowledged.

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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.

Name: _____
Name: _____
Notary Public

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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.

Name: _____
Name: _____
Notary Public

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The Land referred to in this Guarantee is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

BEING THAT PARCEL OF LAND BOUNDED ON THE NORTH BY 22ND STREET, ON THE WEST BY PORTRERO AVENUE, ON THE SOUTH BY 23RD STREET, AND ON THE EAST BY VERMONT STREET IN THE CITY AND COUNTY OF SAN FRANCISCO.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LANDS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 22ND STREET WITH THE WESTERLY LINE OF VERMONT STREET; THENCE, ALONG SAID WESTERLY LINE SOUTH 4°19' 59" EAST, 83.32 FEET; THENCE, NORTH 20°32' 39" WEST, 58.82 FEET; THENCE, TANGENT TO LAST SAID COURSE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 40 FEET, THROUGH AN ANGLE OF 55° 36'08", AN ARC LENGTH OF 38.83 FEET TO SAID SOUTHERLY LINE OF 22ND STREET, THENCE, ALONG SAID SOUTHERLY LINE NORTH 85°39' 21" EAST, 42.35 FEET TO THE POINT OF BEGINNING

Lot 001: Block 4154

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

EXHIBIT "B"

PROPERTY AND OPERATIONS

A facility that provides one or more of the following behavioral health services to children and youth, ages twenty-five (25) and younger, including, pregnant and postpartum women and their children; transition-age youth, ages eighteen (18) to twenty-five (25); and their families, including: outpatient clinical support services, including, community mental health, wellness and prevention, crisis stabilization, substance use disorder, partial hospitalization; or residential clinical services that provide shelter and support, including, substance use disorder, crisis, community treatment, perinatal substance use disorder, psychiatric acute care, psychiatric health, or short-term therapeutic. The facility shall accept and provide services to Medi-Cal beneficiaries as patients.

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**Attachment I**

**CONSTRUCTION CONTRACT ADDENDUM**

This Construction Contract Addendum is made this _____day of _____, ____, by and between _____ ("**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 ("**DHCS**"), a public agency of the State of California, have entered into that certain Program Funding Agreement dated _____ ("**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.

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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**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 Agreement. 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.

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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 of 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). 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 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

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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 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 beneficiary 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** Worker's 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 $1,000,000 combined single limits.

**13.3** Commercial general liability insurance of not less than $1,000,000 per occurrence with an annual aggregate limit of $5,000,000 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

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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 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;

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**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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**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 NEXT PAGE]**

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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

**"CONTRACTOR"**

By: _____

Title: _____

**"OWNER"**

By: _____

Title: _____

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

I **Attachment J**

# California Department of Health Care Services Behavioral Health Continuum Infrastructure Program

# Round 4: Children and Youth Request for Applications

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# CONTENTS

Contents....2

Part One: Overview....4

1.1. Introduction to the Grant Opportunity and State Priorities....4
1.2. Purpose....4
1.3. Authorizing and Applicable Law....5
1.4. Timeline....5

Part Two: Application Process and Submission....6

2.1. Total Grant Amounts....6
2.2. Application Process....6
Reasonable Accommodations for BHCIP....6
Regional Funding Reserve Methodology....6
2.3. Pre-Application Consultations and Technical Assistance....8

Part Three: Project Requirements....8

3.1. Eligiblity requirements....8
3.2. Project Phases and Allowable Costs....10
3.3. Eligible Facilities....11
3.4. Match....13
3.5. Budget Development....14
3.6. Accessibility and Non-Discrimination....15
3.7. State and Federal Prevailing Wage....15
3.8. Exemptions....16
3.9. California Environmental Quality Act (CEQA) Exemption....16
3.10 Low-Rent Housing Project Exemption....16

Part Four: Award Scoring and Process....17

4.1. Application Scoring Criteria....17
4.2. Award Process....18
4.3. Appeals....18

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

Part Five: Project Operations .....19

5.1. Project Oversight and Reporting .....19

5.2. Disbursement of Grant Funds.....19

Part Six: Attachments.....20

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

# 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 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
- 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, 2, and 3 were released in 2021 and early 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

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

- Round 4: Children and Youth, $480.5M (the current round)
- Round 5: Behavioral Health Needs Assessment Phase One, $480M
- Round 6: Behavioral Health Needs Assessment Phase Two, $480.7M

The purpose of Round 4: Children and Youth is to address the significant gaps in behavioral health (mental health and substance use disorders) facilities for children and youth in California.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

According to the 2021 statewide needs assessment, Assessing the Continuum of Care for Behavioral Health Services in California, the mental health and well-being of California's children and youth (25 years and younger) are areas of concern for the state.[1] Amid rising rates of children and youth experiencing behavioral health conditions, youth emergency department visits for mental health concerns, and youth suicides, there are limited treatment options available to children with significant mental health and substance use disorders. Across the state, there are regions and counties with limited or no treatment options for children and youth. The 2021 needs assessment identifies seven of the highest priorities, two of which focus on children and youth specifically:

- More treatment options are vital for children and youth living with significant mental health and substance use disorders.
- Prevention and early intervention provided through schools and other community-based organizations are critical for children and youth, especially those who are at high risk.

The needs assessment also demonstrates that investment in infrastructure is required to support expansion of services and programs for children and youth. Stakeholders surveyed for the needs assessment repeatedly commented on the lack of both facilities to provide services and the means to renovate facilities to expand services.

BHCIP Round 4: Children and Youth will provide funding to construct, acquire, and rehabilitate real estate assets to expand the behavioral health continuum of treatment and service resources in settings that serve children and youth ages 25 and younger, including pregnant/postpartum women and their children, transition-age youth (ages 18–25), and their families. Round 4 will also fund facilities that serve Medi-Cal beneficiaries. Applications will only be accepted from projects that will use infrastructure funds to expand services in the identified eligible facilities (Section 3.3) for children, youth, and pregnant and postpartum women and their children. Awarded grant funds for Round 4 must be fully expended by 2027.

## 1.3. AUTHORIZING AND APPLICABLE LAW

BHCIP: Welfare and Institutions Code, Division 5, Part 7

## 1.4. TIMELINE

[1] ***Assessing the Continuum of Care for Behavioral Health Services in California*** **(January 10, 2022). This report was prepared for DHCS by Manatt Health with support from Dr. Anton Nigusse Bland.**

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

**Table 1: Timeline for BHCIP Round 4: Children and Youth Applications**

| | |
|---|---|
| RFA release and application portal open | June 1, 2022 |
| Pre-application consultations | Beginning June 1, 2022; ongoing |
| Informational webinar | June 14, 2022; 10:30 a.m.–12:00 p.m. PT<br>Please register here |
| Frequently Asked Questions (FAQ) | Updated regularly and posted on website |
| Deadline to request a required pre-application consultation | August 10, 2022 |
| Application due date | August 31, 2022 |
| Award announcements | September 30, 2022 |

# PART TWO: APPLICATION PROCESS AND SUBMISSION

## 2.1. TOTAL GRANT AMOUNTS

**Round 4: BHCIP Children and Youth:** $480,500,000 is available to construct, acquire, and rehabilitate real estate assets to expand the behavioral health continuum of treatment and service resources in settings that serve Californians ages 25 and younger, including pregnant/postpartum women and their children, transition-age youth, and their families. The Round 4: BHCIP Children and Youth will also fund facilities that serve Medi-Cal beneficiaries.

## 2.2. APPLICATION PROCESS

Applications will be accepted electronically beginning **June 1, 2022**. 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 **August 31, 2022**, at 5:00 p.m. PT. It is the applicant's responsibility to ensure that the submitted application is accurate. Reviewers may request additional clarifying information from the applicant.

The application is a public record that is available for public review pursuant to the California Public Records Act (CPRA, Chapter 3.5 [commencing with Section 6250] of Division 7 of Title 1 of the Government Code). After final awards have been issued, DHCS may disclose any materials provided by the applicant to any person making a request under the CPRA. Applicants are cautioned to use discretion in providing information not specifically requested, such as personal phone numbers and home addresses. If the applicant does provide such information, they will be waiving any claim of confidentiality and will have consented to the disclosure of submitted material upon request.

### Reasonable Accommodations for BHCIP

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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 to ensure the equitable and fair distribution of funds (see Table 2). BHCIP Round 4: Children and Youth will adopt a regional funding approach, similar to models used in other state-funded capital programs (for example, BHCIP Round 3: Launch Ready and 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 there are an insufficient number of competitive applications received from a region, this funding will be awarded at the DHCS's discretion. DHCS will reserve up to 20 percent of the BHCIP Round 4: Children and Youth 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 high-scoring projects in regions that have met their funding reserve.

For BHCIP funding reserves, a ratio of available Children and Youth funding to the Behavioral Health Subaccount County allocations has been used, with 5 percent set aside for tribal entities.

**Table 2: Regions and Counties**

| **Counties by Geographic Distribution** | **Estimated Targeted Funding Levels** (less 20% discretionary and 5% tribal set-asides) (Total available: $480,500,000) |
|---|---|
| **Los Angeles County** | $127,917,169 |
| **Bay Area:** Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma | $74,239,434 |
| **Southern California:** Imperial, Orange, Riverside, San Bernardino, San Diego, Ventura | $70,387,994 |
| **San Joaquin Valley:** Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare | $41,287,303 |

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

| | |
|---|---|
| **Sacramento Area:** El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba | $21,827,664 |
| **Central Coast:** Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz | $13,819,998 |
| **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 | $15,700,438 |
| **Tribal** | $24,025,000 |
| **Discretionary:** The discretionary set-aside may also be used to fund high-scoring projects in regions that have met their funding reserve. | $91,295,000 |

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

## 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.

Beginning in June 2022, and as part of the RFA process, AHP will provide pre-application consultations and individual agency/county technical assistance (TA) and will offer ongoing general training and TA throughout the life of the project. The deadline to request a pre-application consultation is three weeks prior to the application due date: **August 10, 2022**. Applicants are required to submit a request for a pre-application consultation and complete a survey to determine their understanding of the RFA requirements.

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 Californians ages 25 and younger, including pregnant and postpartum women and their children, and transition-age youth, along with their families. Additional information related to pre-application consultations and TA throughout the grant period can be found online.

# PART THREE: PROJECT REQUIREMENTS

## 3.1. ELIGIBLITY REQUIREMENTS

The population of focus for Round 4: Children and Youth is children and youth ages 25 and younger, including pregnant and postpartum women and their children, and transition-age youth, along with their families. All applicants must demonstrate how their infrastructure project will expand services for this population. Applicants can provide services for any of the subpopulations in this age group and are encouraged to provide family-based clinical services and supports that are culturally and linguistically appropriate for the target population. Regional models or collaborative partnerships to construct, renovate, or expand behavioral health facilities are encouraged to apply.

Eligible applicants for Round 4: Children and Youth 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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 that do not have 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 related prior experience, reflected in the successful development, ownership, or operation of a relevant project for the target population. 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 for how behavioral health services will be paid for and sustained once the project construction is complete. Examples of payors include private health insurance, Medi- Cal, private pay, grants, and county funds.

Applicants must also indicate the applicable behavioral health licensing, certifications, and accreditations required by the state and/or local level to operate their program. Applicants with facilities that do not require licenses or certifications, such as community wellness centers and youth prevention 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 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.

Projects must advance racial equity and meet the needs of individuals from diverse backgrounds. Applicants must affirm that they will not exclude certain children and youth populations, such as those who are justice involved or in foster care.

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 are not required to have a contract to provide Medi-Cal behavioral health services; however, they must provide services to Medi-Cal beneficiaries.

Organizational support and community engagement, including the active involvement of youth in the design of the project, is required. Insights from youth voices and the community should be included in project planning, design, implementation, and evaluation. For all applicants, organizational support and community engagement should be demonstrated by the following:

- Completion of application Form 7: Community and Youth Engagement Tracking and
- A letter of support by any of the following: county board of supervisors, county behavioral health director, county executive, city council, tribal council resolution, community stakeholders, and/or other community-based organizations as applicable.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

City, nonprofit, or for-profit applicants must 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

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

that grantees that operate 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.

School-linked health centers must submit a letter of support from the school district or county office of education and a demonstrated history of providing behavioral health services for students.

If applicable, a letter of support from the applicant's CEO and/or board must be provided.

## 3.2. PROJECT PHASES AND ALLOWABLE COSTS

For Round 4: Children and Youth 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; applicants 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 in 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 4: Children and Youth funding, a project must demonstrate "project readiness." The **minimum threshold requirements** for "project readiness" are

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

- Phase 1: Planning and pre-development
  - Development team established; to include attorney, architect, and/or design-build team;
  - 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

- Phase 2: Design development
  - Site control established with deed, purchase and sale agreement (PSA), option contract, letter of intent, 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 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
  - Projects that rehabilitate an existing structure or renovate an existing 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.

Full funding of a proposed development project will be contingent upon completion of all three phases 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 6 months of grant award.

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.

The following facility types (Table 3) may be considered for project funding **only** if they are expanding behavioral health services for the population(s) indicated.

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**Table 3: Eligible Facilities**

| Type of Facility | Serving Children (birth–18 years) | Serving Transition-Age Youth (TAY; 18–25) | Serving perinatal (pregnant and postpartum women and their children) |
|---|---|---|---|
| **Outpatient Services** (includes a variety of settings delivering clinical support services, but not overnight residential services) | | | |
| Community Mental Health Clinic (outpatient) | X | X | X |
| Community Wellness/Prevention Centers | X | X | |
| Crisis Stabilization Unit (CSU) | X | X | |
| Outpatient Treatment for Substance Use Disorder (SUD) | X | X | X |
| Partial Hospitalization Program | X | X | |
| School-Linked Health Centers | X | X | |
| **Residential Clinical Programs** (includes a variety of settings focused primarily on delivering clinical services; also provide shelter and support, from overnight to many days, weeks, and months) | | | |
| Adolescent Residential Treatment Facilities for Youth with SUD | X | X | |
| Children's Crisis Residential Programs (CCRPs) | X | | |
| Community Treatment Facility (CTF) | X | X | X |
| Perinatal Residential SUD Facilities | X | X | X |
| Psychiatric Acute Care Hospital | X | X | |
| Psychiatric Health Facility (PHF) | X | X | |
| Short-Term Residential Therapeutic Programs (STRTPs) | X | | |

For purposes of this funding, a community wellness/youth prevention center must focus on serving children and youth with behavioral health conditions (mental health and substance

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use disorders), commit to serving Medi-Cal beneficiaries, and offer some or all of the following:

A comprehensive program of mental health services in an outpatient setting, including preventive services, screening, diagnosis, and treatment/management of behavioral health conditions

- Community support groups for people with mental health and substance use disorders, including traditional healing activities (talking circles)
- Health education and information, including family psychoeducation, focused on behavioral health
- Service navigation and enabling services such as case management/care coordination, transportation, and translation services
- Wellness classes including meditation, fitness, healthy cooking, relaxation strategies, caregiver support, cultural activities, workforce development, and community wellness events
- Youth development programming and activities
- Mentoring, peer support, and/or parenting/family management services
- Problem identification with referral to treatment if needed
- Vocational opportunities and alternative alcohol- and drug-free activities
- Behavioral health prevention coalitions and/or workgroups

A school-linked health center is a type of school-based health center (SBHC) that is located off campus and has a formal operating agreement with the partnering school. SBHCs offer a wide variety of services including primary care, behavioral health care, dental care, screening and prevention, and youth engagement activities. BHCIP will only provide funding for SBHC facilities that provide expansion of behavioral health services.

Publicly funded perinatal facilities must adhere to DHCS's Perinatal Practice

Guidelines. 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.

- 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%), as long as supporting documentation is submitted.

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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. The State 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
- Other.

Real property appraised value for development is acceptable as match as long as 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. 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). The equation to calculate equity for match is:

certified appraisal value − outstanding loan amount = 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 on a case-by-case basis by the State.

All match amounts must be well documented and notarized and will be thoroughly reviewed by the State. Property valuations may or may not be approved by the State. Therefore, cash is the preferred form of match.

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

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## 3.5. BUDGET DEVELOPMENT

Applicants are required to submit a budget (see application attachment Form 2: Budget Template) with their Round 4: Children and Youth 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).

## 3.6. ACCESSIBILITY AND NON-DISCRIMINATION

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.

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## 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 contractor certifying that the 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 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 sections 5960.3 and 18997.97(l), 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

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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 sections 5960.35(b)(1) and 18999.98, 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

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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

BHCIP is a competitive application process and DHCS will only fund projects from applicants that are in good standing with all local, county, state, and federal laws and requirements. Funding decisions will be based on a variety of factors, including the phase of development at the time of application, the extent to which the project expands behavioral health services for the target population exclusively, 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 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 children and youth ages 25 and younger and pregnant/postpartum women and their children;
- Demonstrate match;
- Request a pre-application consultation by the deadline of August 10, 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

Successful applicants will receive a conditional award email with a Standard Agreement Contract from AHP, the BHCIP administrative entity. 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

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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.

Applications that are not funded during Round 4: Children and Youth may be considered for future funding rounds, subject to the requirements and priorities of those rounds. TA will be available to help applicants explore future BHCIP funding rounds, as well as other potential sources of funds to support the proposed projects.

### 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 Standard 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 in electronic format in a format provided by DHCS.

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

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## 5.2. DISBURSEMENT OF GRANT FUNDS

The Standard Agreement Contract will set forth the general conditions for disbursement. Once the Standard 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 and will be responsible for 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.

Form 1: Application Questions

Description: Application questions and related documents for Round 4: Children and Youth

- 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, contractor, etc.)
- A certified appraisal and a bank loan document, if identifying a real property contribution for match
- A valid Rough Order of Magnitude (ROM) cost estimate, if no construction plan is yet in place
- If applicable, Form 8: Schematic Design Checklist

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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 contractor that the 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 and Youth Engagement Tracking
Description: Table to list community and 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 4: Children and Youth

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**Attachment K**

State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

December 2022

*THIS LETTER SENT VIA EMAIL*

Farahnaz Farahmand,
Director,Children, Youth, and Families System of Care
San Francisco Department of Public Health
1380 Howard Street, Flat 5
San Francisco, California 94103

RE: BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM (BHCIP)
ROUND 4: CHILDREN AND YOUTH – CONDITIONAL AWARD

Dear Ms. Farahmand:

Thank you for the submission of your BHCIP Round 4: Children and Youth application for grant funding to the Department of Health Care Services (DHCS). DHCS received a total of 149 applications requesting nearly $1.45 billion in funding, which far exceeded the total amount of funding available for the BHCIP Round 4: Children and Youth grant. DHCS is pleased to announce that San Francisco Department of Public Health has been conditionally selected to receive $33,736,105 in BHCIP funding for the San Francisco Intensive Youth Behavioral Health Services.

A mandatory informational webinar to discuss next steps will be held on December 14, 2022, from 10:30 to 11:30 a.m. Pacific Time. Topics will include developing the statement of work and beginning the contracting process. Please register here. The project lead and all development team members are encouraged to attend. A link to the recording will be sent to all awardees after the webinar.

**Please note that the information in your application will serve as the basis of the project data, scope of work, and payment schedule to be included in your contract with Advocates for Human Potential, Inc. (AHP), the BHCIP administrative entity.** AHP will be in contact with you for any required follow-up or clarification.

As specified in the request for application, awardees will be responsible for any cost overruns and will not have an additional opportunity to request an increase in the project

Behavioral Health
MS 2710
P.O. Box 997413, Sacramento, CA 95899-7413
Phone: (916) 440-7800
Internet Address: http://DHCS.ca.gov

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budget. If, for any reason, you are no longer interested in receiving BHCIP Round 4: Children and Youth grant funding or would like to rescind your grant application, please contact DHCS immediately at BHCIP@dhcs.ca.gov.

DHCS is excited to embark on this endeavor with you to expand infrastructure capacity in California's continuum of behavioral health services available for children and youth ages 25 and younger, including pregnant/postpartum women and their children. We are doing lasting work that will benefit some of our state's most vulnerable individuals. If you have any questions, please contact DHCS/AHP at round4@ahpnet.com.

Sincerely,

DocuSigned by:
Marlies Perez
C595D8B39F1F429...

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

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**Attachment L**
**Facility Access Agreement**
**Behavioral Health Continuum Infrastructure Program (BHCIP)**
**Round 4: Children and Youth**

## 1. Statement of Intent

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

## 2. Background

DHCS oversees the BHCIP pursuant to Welfare and Institutions Code sections 5960-5960.45. DHCS established the BHCIP Round 4 Children and Youth grants to award competitive grants to qualified entities to construct, acquire, and rehabilitate real estate assets to expand the community continuum of behavioral health treatment resources in settings that serve children and youth, ages twenty-five (25) and younger, including, pregnant and postpartum women and their children; transition-age youth, ages eighteen (18) to twenty-five (25); and their families.

DHCS awarded the Sponsor a BHCIP Round 4 Children and Youth grant to acquire, expand, or construct certain improvements (the "Sponsor's Project") on that certain real property commonly known as 1001 Potrero Avenue, located in the City of San Francisco, County of San Francisco, 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 (AHP), who is acting as DHCS's program administrator to administer Round 4 Children and Youth 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657



**Facility Access Agreement**
**Behavioral Health Continuum Infrastructure Program (BHCIP)**
**Round 4: Children and Youth**

**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 30 years from the date the Sponsor contracts with AHP, and shall continue in full force and effect for a period of at least thirty (30) years after the date of either of the following: (i) the date of issuance of a Certificate of Occupancy, if the Sponsor's Project is for construction of a new facility, or (ii) the date of recordation of a Notice of Completion, in the official records of the County, if the Sponsor's Project is for the rehabilitation, and/or expansion of an existing facility on the Property, notwithstanding the repeal of the BHCIP statutes. The BHCIP statutes, as written on the date of this Agreement, are hereby incorporated by reference into this Agreement.

**4. Sponsor Obligations to DHCS**

For a minimum of 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 30 years.

**5. Service Location**

The services shall be performed at the Property.

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**Facility Access Agreement**
**Behavioral Health Continuum Infrastructure Program (BHCIP)**
**Round 4: Children and Youth**

**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** | **Contractor's/Sponsor's Name** |
|---|---|
| Contract/Grant Manager: Holly Clifton<br>Telephone: (916) 345-7468<br>Fax: N/A<br>Email: holly.clifton@dhcs.ca.gov | Contract/Grant Manager: Terry Saltz<br>Telephone: +1 (415) 535-6023<br>Fax:<br>Email: Terry.saltz@sfdph.org |

B. Direct all inquiries to:

| **Department of Health Care Services** | **Contractor's/Sponsor's Name** |
|---|---|
| State of California<br>Attention: Behavioral Health Expansion Branch, Community Services Division<br>1501 Capitol Avenue, MS 2635<br>Sacramento, CA 95814<br>Telephone: (916) 345-7468 Fax: N/A<br>Email: holly.clifton@dhcs.ca.gov | County Of San Francisco, A Political Subdivision Of The State Of California, Acting Through Its Department Of Public Health<br><br>Attention: Terry Saltz<br>1380 Howard St Fl 5<br>San Francisco, CA 94103<br><br>Telephone: +1 (415) 535-6023<br>Fax:<br>Email: Terry.saltz@sfdph.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 30 years, the Sponsor shall comply with the following requirements:

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657



**Facility Access Agreement**
**Behavioral Health Continuum Infrastructure Program (BHCIP)**
**Round 4: Children and Youth**

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 to serve the populations identified in Sponsor's DHCS approved BHCIP grant application unless otherwise approved by DHCS in the manner described in Section 4.B below; and
3. Accept Medi-Cal beneficiaries.

B. Change in Facility Use

If Sponsor wants to change the type of behavioral health facility that it operates on the Property to something other than what was approved in the Sponsor's BHCIP grant application, or to change or expand populations to be served by the facility, the Sponsor shall submit a written request to DHCS prior to making such a change.

The Sponsor's written request shall:

1. Identify the desired type of behavioral health facility;
2. Identify the populations to be served by the facility;
3. Explain the need for the proposed change;
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; and

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, the Bureau of State Audits, or their designated representatives)

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657



**Facility Access Agreement**
**Behavioral Health Continuum Infrastructure Program (BHCIP)**
**Round 4: Children and Youth**

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 the 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 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657



**Facility Access Agreement**
**Behavioral Health Continuum Infrastructure Program (BHCIP)**
**Round 4: Children and Youth**

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

If at any time during the 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.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657



**Facility Access Agreement**
**Behavioral Health Continuum Infrastructure Program (BHCIP)**
**Round 4: Children and Youth**

## 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.

***SIGNATURES ON THE FOLLOWING PAGE***

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657



**Facility Access Agreement**
**Behavioral Health Continuum Infrastructure Program (BHCIP)**
**Round 4: Children and Youth**

Sponsor's Authorized Representative's Signature

Terry Saltz, Project Executive
Sponsor Representative's Name in Print and Title

Date

DHCS Representative Signature

Holly Clifton, Section Chief Community Services Division /
Behavioral Health Continuum Infrastructure Program Section
DHCS Representative Name in Print and Title

Date

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

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 M**

**PERFORMANCE DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS PERFORMANCE DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Performance Deed of Trust") is made as of _____, 20__, by and among County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health ("Trustor"), Old Republic Title Company, a California corporation ("Trustee"), and the California Department of Health Care Services, a public agency of the State of California ("DHCS" and "Beneficiary"). Beneficiary or another authorized representative of the State of California designated by Beneficiary may enforce this instrument and take any remedies available in law or equity.

RECITALS

A. Trustor owns a fee title interest in that certain real property commonly known as 1001 Potrero Avenue, located in the City of San Francisco, County of San Francisco, 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;

B. Beneficiary established the Behavioral Health Continuum Infrastructure Program ("**BHCIP**") to award 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. On June 1, 2022, DHCS issued a Request for Applications ("**RFA**") for BHCIP Round 4 grant awards and selected Trustor's Project as a recipient of a BHCIP grant award. Advocates for Human Potential, Inc., a Massachusetts corporation ("**AHP**"), acting as an authorized agent for DHCS and program administrator for BHCIP, entered into a Program Funding Agreement (the "**Program Funding Agreement**") dated_____, with Trustor for the distribution of BHCIP Program Funds to Trustor to acquire, expand, or construct certain improvements on the Property to operate

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

behavioral health services in the BHCIP financed facility ("**Trustor's Project**"), as described in Exhibit B attached hereto, for a minimum of thirty (30) years. AHP will disburse funds to Trustor in accordance with the terms of the Program Funding Agreement (in an amount not to exceed Thirty-Three Million Seven Hundred Thirty-Six Thousand One Hundred Five and 00/100 Dollars ($33,736,105.00) (the "**Program Funds**");

C. The Property is subject to the requirements of the BHCIP (authorized under Welfare and Institutions Code Sections 5960-5960.45, established by California Assembly Bill No. 133 (Chapter 143, Statutes of 2021) and will remain subject to BHCIP for a term for thirty (30) years notwithstanding the repeal of the BHCIP authorizing statutes.

D. As a condition of receiving the Program Funds, the Beneficiary is requiring Trustor to execute and record against the Trustor's fee interest in the Property, a Regulatory Agreement and Declaration of Restrictions dated_____ (the "Declaration of Restrictions") limiting the use of the Property to certain restricted uses for a minimum of thirty (30) years. The Declaration of Restrictions is required to be secured by this Performance Deed of Trust encumbering Trustor's fee interest in the Property.

E. Trustor has agreed to execute and deliver to Beneficiary this Performance Deed of Trust as security for the performance of all obligations of Trustor under the Program Funding Agreement, and the Declaration of Restrictions (collectively, this Performance Deed of Trust, the Program Funding Agreement, and the Declaration of Restrictions shall be referred to herein as the "**Program Documents**") and any and all modifications, extensions, amendments, replacements thereto, and under any other instrument or agreement entered into by and between Beneficiary and Trustor related to the Property.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor hereby covenants, agrees, and declares the following:

## ARTICLE 1
## GRANT OF SECURITY INTEREST

Section 1.1 Grant of Security Interest.

By executing and delivering this Performance Deed of Trust, the Trustor irrevocably grants to the Trustee, in trust for the benefit of the Beneficiary as security for the performance of the obligations described in Section 1.2, with a power of sale, and subject to the terms of this Performance Deed of Trust, all of Trustor's interests, estates, rights, and claims in or to the Security whether the interest, estate, right, or claim is held by the Trustor as of the date of this Deed of Trust or arises in the future.

Security means:

(a) Trustor's fee interest in the Property;

(b) all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property;

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

(c) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

(d) any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

(e) all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

(f) all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

(g) all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property;

(h) all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(i) all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

Section 1.2 Secured Obligations.

The grant made in Section 1.1 is made as security for the following obligations of Trustor:

(a) Due, prompt and complete observance, performance and discharge of each and every obligation, covenant or agreement of Trustor contained herein and in the other Program Documents and any and all modifications, extensions, amendments, replacements thereto, and contained in any other instrument or agreement entered into between Beneficiary and Trustor relating to the Property, which documents are incorporated herein by reference; and

(b) Operate behavioral health services in Trustor's Project on the Property, as described in Exhibit B attached hereto, for a minimum of thirty (30) years, subject to any use modifications or use changes approved by DHCS and duly recorded as amendments to this instrument.

(c) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Performance Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein.

## ARTICLE 2
## MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to the expiration or early termination of the Program Documents, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file or record any notices of completion or cessation of labor or any other notice that Beneficiary reasonably deems necessary or desirable to protect its interest in and to the Security or the Program Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

continue to take, those actions as hereinbefore provided, and all such rights of Beneficiary shall be subject to the rights of senior lenders approved by Beneficiary.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor, upon written request of Beneficiary, shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of San Francisco County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law and as approved, in writing, by Beneficiary, which approval shall not be unreasonably delayed, conditioned, or withheld.

## ARTICLE 3
## TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as: (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings; and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to timely pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

maximum rate permitted by law, shall become an additional obligation of Trustor to Beneficiary and shall be secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to acquire and maintain insurance conforming in all respects to that required under the Program Documents during the course of any construction and operation of the improvements located on the Property, and at all times until all obligations secured hereunder are fulfilled and all amounts secured have been paid, and this Performance Deed of Trust is reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to Beneficiary upon demand therefor at any time prior to the expiration of the Program Documents.

Section 3.3 Advances.

In the event Trustor shall fail to acquire and/or maintain the full insurance coverage required by this Performance Deed of Trust or shall fail to keep the Security in accordance with the Program Documents, Beneficiary, after at least seven (7) days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Beneficiary shall become an additional obligation of Trustor to Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts Trustor agrees to pay on the demand of Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law until paid in full by Trustor.

## ARTICLE 4
## DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior mortgage lenders approved by Beneficiary, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of: (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain; (b) any damage to or destruction of the Property or in any part thereof by insured casualty; and (c) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid directly to Beneficiary by a wire transfer or check made payable to Beneficiary. Beneficiary is authorized and empowered (but not required) to collect and receive any such Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Performance Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose for its disposition, and Beneficiary agrees to release the Funds to Trustor to rebuild the improvements located on the Property provided Trustor demonstrates to Beneficiary that such rebuilding is economically feasible. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any default under this Performance Deed of Trust. All rights of Beneficiary under this Section are subject to the rights of any senior mortgage lender approved by Beneficiary.

## ARTICLE 5
## AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Program Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined below) hereunder, and if Beneficiary should employ attorneys or incur other expenses for the collection of any amounts due or the enforcement of performance or observance of an obligation or agreement on the part of Trustor in this Performance Deed of Trust, Trustor agrees that it shall, on demand therefor, pay to Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by Beneficiary; and any such amounts paid by Beneficiary shall be added to the indebtedness secured by the lien of this Performance Deed of Trust, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Performance Deed of Trust shall be deemed to be fixtures and part of the Property and this Performance Deed of Trust shall constitute a fixtures filing under the California Uniform Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Performance Deed of Trust shall constitute a security agreement under the California Uniform Commercial Code.

Section 5.4 Financing Statement.

Trustor shall execute and deliver to Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to Beneficiary a valid perfected security interest in the Security. Trustor agrees to perform all acts which Beneficiary may reasonably request so as to enable Beneficiary to maintain such valid perfected security interest in the Security in order to secure Trustor's obligations under the

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

Program Documents. Beneficiary is authorized to file a copy of any such financing statements or any other documents or instruments in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.5 Operation of the Security.

Trustor shall be solely responsible for operating the Security (and, in case of a transfer of a portion of the Security subject to this Performance Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Program Documents.

Section 5.6 Inspection of the Security.

At any and all reasonable times upon forty-eight (48) hours' notice, Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security, provided, however, that any such inspection shall not unreasonably disturb any tenants or other occupants of the Property.

Section 5.7 Nondiscrimination.

Trustor herein covenants by and for itself, its heirs, executors, administrators, successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

## ARTICLE 6
## HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily and lawfully kept and used in the rehabilitation and/or operation of the Property or as may be customarily kept and used in and about facilities such as the Property.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall indemnify, defend, and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, remediation, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgement, impair the value of Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

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Trustor hereby acknowledges and agrees that: (i) this Article is intended as Beneficiary's written request for information (and Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Performance Deed of Trust or any of the other Program Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by Beneficiary and Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting Beneficiary's or Trustee's rights and remedies under this Performance Deed of Trust, Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by this Performance Deed of Trust and shall be due and payable to Beneficiary upon its demand made at any time following the conclusion of such action.

Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

## ARTICLE 7
## EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute Events of Default following the expiration of any applicable notice and cure periods: (a) failure to observe or perform any of Trustor's covenants, agreements or obligations under this Performance Deed of Trust; (b) violation of any of the

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covenants, agreements or obligations under any of the other Program Documents; or (c) failure to make any payment or perform any of Trustor's other covenants, agreements, or obligations under any other debt instruments or regulatory agreement secured by the Property, which default shall not be cured within the times and in the manner provided therein.

Section 7.2 Beneficiary's Right to Enter and Take Possession.

All rights of Beneficiary under this Section are subject to the rights of any senior mortgage lender approved by Beneficiary. If an Event of Default shall have occurred and be ongoing, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default (as defined below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Default and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Performance Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Performance Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Default and Election to Sell"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the county in the jurisdiction where the Property is located; or

(d) Exercise any and all other rights and remedies provided herein, in the instruments by which Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law or equity.

(e) Notwithstanding the above, at its election, Beneficiary may exercise the remedies of specific performance or injunctive relief at any time in the event of a default under or breach of the terms of the Program Documents.

Section 7.3 Foreclosure By Power of Sale.

(a) Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall give notice to Trustee (the "Notice of Sale") and shall deposit

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with Trustee this Performance Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the performance obligations or sums due under the Program Documents are immediately required, or due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(b) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Performance Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law or equity and after recordation of such Notice of Default and Election to Sell and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(c) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (1) amounts due to Beneficiary with respect to the Program Documents, including the amounts set forth in Section 6.2 above; (2) all other sums then secured hereby; and (3) the remainder, if any, to Trustor.

(d) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.4 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

Section 7.5 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Beneficiary by this Performance Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.6 No Waiver.

(a) No delay or omission of Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Performance Deed of Trust to Beneficiary may be exercised from time to time and as often as may be deemed expeditious by Beneficiary. Beneficiary 's express or implied consent to a breach by Trustor, or a waiver of any obligation of Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of Trustor hereunder. Failure on the part of Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by Trustor.

(b) If Beneficiary (1) grants forbearance or an extension of time for the payment or performance of any of Trustor's obligations secured hereby; (2) takes other or additional security or the payment of any sums secured hereby; (3) waives or does not exercise any right granted in the Program Documents; (4) releases any part of the Security from the lien of this Performance Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Program Documents; (5) consents to the granting of any easement or other right affecting the Security; (6) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Performance Deed of Trust, or any other obligation of Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Beneficiary shall the lien of this Performance Deed of Trust be altered thereby.

Section 7.7 Suits to Protect the Security.

Beneficiary shall have power to: (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of beneficiary as may be unlawful or any violation of this Performance Deed of Trust; (b) preserve or protect its interest (as described in this Performance Deed of Trust) in the Security; and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of Beneficiary.

Section 7.8 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

Section 7.9 Waiver.

Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under the Program Documents or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Performance Deed of Trust.

## ARTICLE 8
## MISCELLANEOUS

Section 8.1 Amendments.

This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all obligations secured hereby have been performed in full, and upon expiration of the Trustor's performance of the behavioral health services use restriction on the Trustor's facility for a minimum of thirty (30) years, and upon surrender of this Performance Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Performance Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

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State of California
California Department of Health Care Services
1501 Capitol Ave. MS 2635
Sacramento, CA 95814

Attention: Behavioral Health Expansion Branch
with a copy to:

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

Attention: Legal Department

and (2) if intended for Trustor shall be addressed to:

County of San Francisco,
a political subdivision of the State of California,
acting through its Department of Public Health
1001 Potrero Avenue
San Francisco, CA 94110

Attention: Terry Saltz, Project Executive
with a copy to:

Julie Van Nostern
1390 Market Street, 5th Floor
San Francisco, CA 94102

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Copies of notices to Trustor from Beneficiary shall also be provided by Beneficiary to any senior lender and any limited partner of Trustor who requests such notice in writing and provides Beneficiary with written notice of its address in accordance with this Section.

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Performance Deed of Trust have the effect of creating an obligation of Trustor and a transferee, such obligation shall be deemed to be joint and several obligations of Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligations of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Performance Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Performance Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Performance Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Performance Deed of Trust.

Section 8.7 Governing Law.

This Performance Deed of Trust shall be governed by and construed in accordance with the laws of the State of California. Any action brought claiming a breach of this agreement or interpreting this Performance Deed of Trust shall be brought and venued in Sacramento County, California.

Section 8.8 Gender and Number.

In this Performance Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Performance Deed of Trust, Mortgage.

Any reference in this Performance Deed of Trust to a mortgage shall also refer to a Performance Deed of Trust and any reference to a Performance Deed of Trust shall also refer to a mortgage.

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Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Performance Deed of Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Performance Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Performance Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this appointment when this Performance Deed of Trust, duly executed and acknowledged, is made public record as provided by law Trustee shall promptly notify Beneficiary of a pending sale under this Performance Deed of Trust or any action of proceeding impacting the Property that is known by Trustee. Except as otherwise provided by law, Trustee is not obligated to notify any other party hereto of pending sale under this Performance Deed of Trust or of any action of proceeding in which Trustor or Trustee shall be a party unless brought by Trustee.

Section 8.14 Subordination.

Upon request by Trustor, Beneficiary (acting on Beneficiary's own behalf or through AHP, or any successor administrator) agrees to subordinate this Performance Deed of Trust to only the following liens, deeds of trust, and monetary encumbrances: (i) liens for property taxes and assessments; (ii) deeds of trust to secure payment obligations due on a current basis with respect to the Property or other security executed by Trustor for the benefit of a lender concurrently with or prior to the date of recording this Performance Deed of Trust; and such subordination may be evidenced by a separate subordination agreement recorded in the Official Records of the county in the jurisdiction where the Property is located.

**SIGNATURE ON FOLLOWING PAGE**

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IN WITNESS WHEREOF, Trustor has executed this Performance Deed of Trust as of the day and year first above written.

**TRUSTOR:**

County of San Francisco, a political subdivision of the State of California, acting through its Department of Public Health

By: _____

Terry Saltz
Project Executive

Date: _____

**[*Signature must be notarized*]**

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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.

Name: _____
Name: _____
Notary Public

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# EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

The Land referred to in this Guarantee is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

BEING THAT PARCEL OF LAND BOUNDED ON THE NORTH BY 22ND STREET, ON THE WEST BY PORTRERO AVENUE, ON THE SOUTH BY 23RD STREET, AND ON THE EAST BY VERMONT STREET IN THE CITY AND COUNTY OF SAN FRANCISCO.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LANDS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 22ND STREET WITH THE WESTERLY LINE OF VERMONT STREET; THENCE, ALONG SAID WESTERLY LINE SOUTH 4°19' 59" EAST, 83.32 FEET; THENCE, NORTH 20°32' 39" WEST, 58.82 FEET; THENCE, TANGENT TO LAST SAID COURSE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 40 FEET, THROUGH AN ANGLE OF 55° 36'08", AN ARC LENGTH OF 38.83 FEET TO SAID SOUTHERLY LINE OF 22ND STREET, THENCE, ALONG SAID SOUTHERLY LINE NORTH 85°39' 21" EAST, 42.35 FEET TO THE POINT OF BEGINNING

Lot 001: Block 4154

DocuSign Envelope ID: 89DA468C-5043-45A1-B298-284525D18657

# EXHIBIT B

## TRUSTOR'S PROJECT DESCRIPTION

A facility that provides one or more of the following behavioral health services to children and youth, ages twenty-five (25) and younger, including, pregnant and postpartum women and their children; transition-age youth, ages eighteen (18) to twenty-five (25); and their families, including: outpatient clinical support services, including, community mental health, wellness and prevention, crisis stabilization, substance use disorder, partial hospitalization; or residential clinical services that provide shelter and support, including, substance use disorder, crisis, community treatment, perinatal substance use disorder, psychiatric acute care, psychiatric health, or short-term therapeutic. The facility shall accept and provide services to Medi-Cal beneficiaries as patients.

# Grant – Advocates for Human Potential

## Behavioral Health Continuum Infrastructure Program, Round 4

## BOS Budget & Finance Committee

**Drew Murrell, DPH Controller**

**February 28, 2024**

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

# Overview of Grant

## Behavioral Health Continuum Infrastructure Program (BHCIP):

- **Funder:** CA Department of Health Care Services (DHCS)
- **Third Party Administrator:** Advocates for Human Potential, Inc. (AHP)
- **Amount:** Not to exceed (NTE) amount of $33,736,105
  - BOS accepted the grant in FY24 Appropriations Ordinance
- **Project:** Adolescent partial hospitalization and acute inpatient psychiatric units, 1001 Potrero Avenue, Building 5
- **Resolution:** Requesting authority for DPH to retroactively accept nonstandard terms in the grant agreement with DHCS through AHP

# Improvements to 1001 Potrero, Building 5

- Grant will fund **new 12-bed psychiatric inpatient hospital facility for youth/adolescents aged 12-17**
  - New 24/7 medical unit located at ZSFG
  - Placements into these settings arise from a 5585 involuntary hold due to concerns for danger to themselves or others
- Increases opportunities for inpatient psychiatric care for San Francisco youth within the City and County of San Francisco
  - Currently only one adolescent inpatient psychiatric unit in San Francisco

# Non-Standard Terms in Agreement

- Enter into agreement with DHCS for **grant funding** of $33,736,105
- The City agrees to record a **Declaration of Restrictions** for 1001 Potrero, Building 5 on portions of the 6th and 7th floors consistent with the terms and purpose of Prop C and grant funding for the period of at least 30 years;
- Obligation for the City to **defend, indemnify and hold DHCS harmless**
- Authorization for the State to **apply for a Receiver** in the event of the City's default

# Retroactivity Statement

- We are seeking **retroactive authorization** to accept non-standard terms in BHCIP agreement from DHCS through its 3rd party administrator AHP.
  - The award letter was received on December 1, 2022.
  - The award agreement template was received on April 27, 2023.
  - The grant funds were accepted and appropriated by the Board in the FY2023-24 appropriations Ordinance No. 144-23 (File No. 230644)
- After discussions between the City Attorney's Office and AHP, DPH decided to accept the non-standard terms in the agreement.

- **DPH respectfully requests retroactive approval of this item.**

**Thank you!**

Powered by ZoomGrants™ and

Advocates for Human Potential, Inc.
CA Infrastructure
**BHCIP Round 4: Children and Youth**
Deadline: 8/31/2022

**San Francisco Department of Public Health**

# San Francisco Intensive Youth Behavioral Health Services

Jump to: Application Questions Project Summary Documents

**$ 34,226,105.00** Requested
$ 85,490,000 Match Amount

Submitted: 8/31/2022 2:51:22 PM (Pacific)

**Project Contact**
Farahnaz Farahmand
farahnaz.farahmand@sfdph.org
Tel: 415.255.3635

**Additional Contacts**
*none entered*

**San Francisco Department of Public Health**

1380 Howard St Fl 5
San Francisco, CA 94103
United States

**Director, Children, Youth, and Families System of Care**
Farahnaz Farahmand
farahnaz.farahmand@sfdph.org

Telephone 415.255.3635
Fax 415.255.3567
Web https://www.sfdph.org/dph/comupg/oservices/mentalHlth/cbhs/default.asp
EIN 94-6000417
UEI DCTNHRGU1K75
SAM Expires

## Application Questions top

### Applicant and Site Information

**1. What type of entity is the lead applicant? If selecting Nonprofit Corporation, provide evidence of nonprofit status.**

- [ ] City
- [x] County
- [ ] Tribal Entity
- [ ] Nonprofit Corporation
- [ ] For-Profit Corporation

**2. If applicable, what type of entity is the co-applicant? If selecting Nonprofit Corporation, provide evidence of nonprofit status.**

- [ ] County
- [ ] City
- [ ] Tribal Entity
- [ ] Nonprofit Corporation
- [ ] For-Profit Corporation
- [x] Not applicable

### Pre-Application Consultation

**3. PAC Survey: Have you submitted a pre-application consultation survey for Round 4: Children and Youth? The survey is necessary to schedule the pre-application consultation, which is a required activity.**
*The pre-application survey is necessary to schedule the pre-application consultation. (Attachment A: Pre-Application Consultation Process).The deadline to submit a pre-application consultation survey and request a PAC is 8/10/22.*

410379 PAC Code

Schweigman Last name of PAC Implementation Specialist

410,379.00 **TOTAL**

### Project Information

**4. Facility Category**

*Please select the type category of the facility according to requirements of eligible projects outlined in the RFA in Section 3.3: Eligible Facilities. Applicants should discuss project types during the pre-application consultation.*

- [x] Outpatient services
- [ ] Residential clinical program

**5. Facility Type**

*See eligible facilities as outlined in Section 3.3: Eligible Facilities. Select all facility type(s) for which funding is being sought in this application.*

- [ ] Adolescent Residential Treatment Facilities for Youth with Substance Use Disorder (SUD)
- [ ] Children's Crisis Residential Program (CCRP)
- [ ] Community Mental Health Clinic (outpatient)
- [ ] Community Treatment Facility (CTF)
- [ ] Community Wellness/Youth Prevention Center
- [ ] Crisis Stabilization Unit (CSU)
- [x] Outpatient Treatment for SUD
- [x] Partial Hospitalization Program
- [ ] Perinatal Residential SUD Facilities
- [x] Psychiatric Acute Care Hospital
- [ ] Psychiatric Health Facility (PHF)
- [ ] School-Linked Health Center
- [ ] Short-Term Residential Therapeutic Programs (STRTPs)

**6. State Priorities**

*Identify each of the State Priorities your project is targeting (RFA Section 1.1) and describe how the project will meet these priorities. Check all that apply:*

- [x] Invest in behavioral health and community care options that advance racial equity
- [ ] Seek geographic equity of behavioral health and community care options
- [x] Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth
- [x] Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization
- [x] 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
- [x] Leverage county and Medi-Cal investments to support ongoing sustainability
- [ ] Leverage the historic state investments in housing and homelessness

**7. Describe State Priorities**

*Please describe how your project meets the priorities you have selected above (limit 500 words).*

The San Francisco Intensive Youth Behavioral Health Services program to be implemented by the SFDPH Behavioral Health Services Unit will utilize BHCIP funds to renovate, remodel, and bring to code two large and currently unused spaces at Zuckerberg San Francisco General Hospital (ZSFGH), our city's public hospital facility and Level 1 Trauma Center and a part of SFDPH. The first of these spaces will be a new 12-bed psychiatric inpatient facility to serve adolescents ages 12 - 17 who are experiencing an acute mental health crisis. The second space will be an intensive behavioral health outpatient facility capable of serving up to 24 youth ages 12 - 17 at any given time and which will serve as a step-down unit for young people leaving the inpatient facility, a partial hospitalization program (PHP), and an intensive outpatient treatment (IOT) hub for youth experiencing severe mental health issues. The outpatient facility will provide provide an integrated matrix of services that includes individual and group mental health counseling; family counseling and support; and on and off-site socialization, recreation, and rehabilitation programs, and will maintain a symbiotic relationship with the inpatient unit, serving as a bridge to family, community, and educational re-entry while working to prevent hospitalizations for young people with severe mental health needs. The inpatient unit will provide a minimum of 450 admissions per year with an average stay of one week, some involving multiple admissions per year for the same patient. The PHP and IOT unit will be capable of serving at least 900 unduplicated young people each year through programs lasting three days, five days, and longer. The program effectively responds to several key State priorities. These include:

- Advancing racial equity by ensuring that virtually all patients served by both facilities are Medi-Cal recipients or uninsured - the majority of them youth of color - who currently have limited access to intensive outpatient programs and virtually no access to inpatient psychiatric facilities;

- Addressing urgent gaps in the behavioral health continuum by providing a long-overdue implementation of integrated adolescent-specific behavioral health facilities accessible to all San Francisco young people and families and many youth and families from surrounding Bay Area counties;

- Increasing alternatives to incarceration, hospitalization, homelessness, and institutionalization by: a) reducing the number of adolescents with behavioral health needs who are needlessly detained in juvenile justice facilities due to the lack of viable community-based treatment options; b) reducing inpatient psychiatric hospitalizations by addressing mental health needs before they require hospitalization; and c) addressing factors among youth that, if untreated or inadequately treated, can lead to incarceration, homelessness, and institutionalization later in life;

- Meeting the needs of vulnerable populations with the greatest needs for access by providing County-funded services to disadvantaged, marginalized, and low-income young people who lack access to inpatient and intensive outpatient psychiatric and behavioral health services; and

- Leveraging County and Medi-Cal investments to support ongoing sustainability by using extensive Medi-Cal reimbursements to offset and support the provision of direct services at both facilities.

**8. Geographic Service Area**

*What is the geographic service area (including cities/counties) for the proposed project? Also include the physical address of the project site.*
San Francisco Intensive Youth Behavioral Health Services will be implemented at Zuckerberg San Francisco General Hospital in San Francisco, California, located at 1001 Potrero Avenue, zip code 94110. The primary service population will be adolescents and their families living in the City and County of San Francisco who are experiencing an acute mental health crisis and require hospitalization, are leaving hospitalization but require a transitional space prior to community re-entry, or young people with critical, intensive mental health and/or substance use needs who are at risk of hospitalization if left untreated. Because virtuall all adolescents utilizing these programs will be Medi-Cal eligible or uninsured, the program will serve as a key lifeline to behavioral health treatment for low-income and underserved individuals and families in San Francisco. However, because of the capacity of the facility, beds at the youth inpatient psychiatric unit will also be available to Medi-Cal eligible young people who are experiencing a mental health crisis in other greater Bay Area counties, including Alameda, Contra Costa, Marin, San Mateo, Monterey, Santa Clara, and Santa Cruz Counties. Several of these counties have prepared letters of support for this application stating their strong interest in utilizing inpatient beds for young people in their county who are experiencing an urgent mental health crisis.

**9. Medi-Cal Beneficiaries**
*Does the proposed project make a commitment to serve Medi-Cal beneficiaries?*

- [x] Yes
- [ ] No

**10. For-profit Experience: If the applicant is a for-profit organization that does not have prior behavioral health experience, they must collaborate with a nonprofit organization, tribal entity, city, or county, with the requirement that the partner organization has related prior experience, reflected in the successful development, ownership, or operation of a relevant project for the target population.**

- [ ] A) Memorandum of understanding (MOU) or other agreement with the nonprofit organization, tribal entity, city, or county to confirm the for-profit organization's role in the project, including that they are working on behalf of the service provider
- [ ] B) Narrative description of related prior experience, describing the successful development, ownership, or operation of a comparable size and type of project for individuals who qualify as members of the target population (see #11).
- [x] C) Not Applicable

**11. If you selected "B) Related prior experience," above, please describe that experience.**
*Enter N/A if not applicable. Limit 400 Words.*
N/A

**12. Services Payors**
*Describe how the behavioral health services to be delivered at this project site will be paid for and sustained once project construction is complete (limit 200 words).*
While the proposed inpatient psychiatric facility and intensive outpatient unit will be located at Zuckerberg San Francisco General Hospital, which is owned by and is a part of the San Francisco Department of Public Health, the units themselves will be managed and staffed by the University of California San Francisco (UCSF) Department of Psychiatry and Behavioral Services, with which ZSFGH maintains a longstanding partnership to provide emergency and medical services. Although hired, supervised, and coordinated by UCSF, all staff required to operate the two proposed behavioral health units will be fully funded by the San Francisco Department of Public Health. At the current time, staff costs to operate the facilities are expected to amount to at least $12,017,099 per year once both units are fully operational. A preliminary staffing budget has already been developed by UCSF and reviewed by SFDPH. Over time, this staffing cost will be offset by Medi-Cal and other insurance reimbursements, and will offset the County's ongoing expenses for the program. By the time the facilities are fully mature, Medi-Cal payments alone are expected to amount to at least 50% of the total staffing costs to operate the proposed programs.

**13. Percentages of Funds by Payors**
*Please include percentages of funds by payor, as described in question 12. Totals should equal 100%. For other, please reference "other" as described in question 12. 50% should be entered as '50' with no percentage or decimals.*

| | |
|---|---|
| 0 | Insurance: Private health |
| 50 | Insurance: Medi-Cal |
| 0 | Grant |
| 50 | Funding from County |
| 0 | Private Pay |
| 0 | Other |
| 100.00 | **TOTAL** |

## Target Population/Diversity

**14. Expanding Capacity: Describe how the proposed project will expand community capacity for serving children and youth ages 25 and younger, including pregnant/postpartum women and their children and transition-age youth, along with their families.**
*In addition, please describe the applicant's experience working with this population (limit 500 words).*
The City and County of San Francisco - and the greater Bay Area as a whole - have long suffered from a lack of both acute psychiatric inpatient and intensive outpatient services to serve young people ages 12-17 who are experiencing a mental health and/or substance use crisis. Only 15 beds currently exist in San Francisco that provide acute inpatient psychiatric care specifically designed to serve youth, and the vast majority of these beds are dedicated to fully insured, non-Medi-Cal patients. For many years, young people requiring acute inpatient care in San Francisco have either been served in traditional hospitals which are unequipped to meet their psychiatric needs, or have been detained for excessive amounts of time in juvenile justice facilities that are unable to provide appropriate care and facilitate recovery. In many other cases, young people in crisis simply do not receive the services they so urgently need. Similarly, while many young behavioral health outpatient programs exist, virtually none provide a rigorous level of multi-day, intensive outpatient services that are designed to both treat behavioral health conditions and prevent future psychiatric hospitalizations through collaborations involving treatment staff, families, and schools. Those outpatient programs that do exist also do not prioritize low-income youth and families, providing services mainly to patients with private insurance. The same limitations exist across the Bay Area, and often lead to desperate efforts among counties to find placement facilities for young people experiencing a psychiatric or behavioral health emergency. The lack of adequate intensive youth behavioral health services in our region reinforces disparities based on income and ethnicity by ensuring that most services

are only provided to higher income, privately insured youth and families. These limitations also reinforce multi-generational patterns of poverty, substance use, and homelessness by depriving marginalized and underserved young people of the opportunity to receive state-of-the-art care that can successfully address and prevent future behavioral health crises. As noted above, our proposed program to create a new 12-bed psychiatric inpatient facility, along with an intensive behavioral health outpatient facility capable of serving up to 24 youth ages 12 - 17 at any given time, will address this urgent local need by providing a minimum of 450 inpatient admissions per year with an average stay of one week, along with outpatient services to at least 900 unduplicated young people each year, virtuall all of whom will be Medi-Cal-eligible or uninsured. Also as noted above, because of the scale of the inpatient psychiatric unit in particular, San Francisco County will also be able to offer beds in the facility to residents of the 7 other counties in the greater Bay Area, which we expect to amount to as much as 25% of the beds in the facility at any given time.

**15. Licensing and Certifications**

*List any behavioral health licensing, certifications, and/or accreditations required at the state and/or local level to operate the existing program. Include licensing and certification numbers and named holders as applicable.*

The Infant, Child, and Adolescent Psychiatry Unit of the UCSF Department of Psychiatry and Behavioral Services maintains active Medi-Cal certifications to provide, among other services, Crisis Intervention, Mental Health Services, Case Management, and Medication Support specifically for children and adolescents. The two certification letters to provide these services are included in the attachments to this application. Meanwhile, at least 22 providers within the Infant, Child, and Adolescent Psychiatry Unit maintain active licenses to provide a variety of psychological services, as listed below:

Stuart, Barbara, Psychologist, Lic. # 23425, 3/23/10-1/31/24
Martinez, William, Psychologist, Lic. # 28084, 2/23/16-2/23/24
Yang, Austin, Psychologist, Lic. # 28546, 8/8/16-8/8/24
Bruett, Lindsey, Psychologist, Lic. # 29422, 8/22/17-8/22/23
Fortuna, Lisa, Physician/Surgeon, Lic. # 167748, 1/30/20-1/31/24
Szeftel, Zara, Physician/Surgeon, Lic. # 150724, 7/28/17-1/31/23
Del Cid, Margareth, Psychologist, Lic. # 32253, 11/30/20-11/30/22
Johnson, Madison, Ass. Clin. Soc. Wrkr, Lic. # 109455, 7/26/22-7/21/33
Friedling, Naomi, Lic. MF Therapist, Lic. # 51970,7/31/12-5/31/24
Lau, Jennifer, Assoc. MF Therapist, Lic. # 103081, 11/6/17-11/30/22
Basualdo, Ashley, Ass. Clin. Soc. Wrkr, Lic. # 96598, 8/28/20-8/31/23
Underhill, Justine, Lic. Clin. Soc. Wrkr, Lic. # 24079, 8/6/07-11/30/22
Reinsberg, Kristin, Lic. MF Therapist, Lic. # 39018, 9/16/02-3/31/24
Scott, Andrea, Lic. MF Therapist, Lic. # 82190, 9/8/14-10/31/23
Wong, Esther, Lic. Clin. Soc. Wrkr, Lic. # 81813, 3/1/18-10/31/23
St John, Maria, Assoc. MF Therapist, Lic. # 22153, 11/25/92-11/30/95
Brown, Lea Ann, Lic. Clin. Soc. Wrkr, Lic. # 10964, 11/19/84-4/30/24
Perez, Lauren, Psychologist, Lic. # 32695, 6/21/21-6/21/23
Albanes-Jower, Janelle, Lic. MF Therapist, Lic. # 125388, 4/7/21-4/30/23
Spielvogel, Anna, Physician/Surgeon, Lic. # 43478, 9/29/80-10/31/23
Borges, Maria, Lic. MF Therapist, Lic. # 77406, 11/15/13-8/31/23
Wohlfeiler, Eleanor, Lic. MF Therapist, Lic. # 128735, 10/18/21-10/31/23

**16. Family Services: Will the proposed infrastructure project include family-based clinical or supportive services to the target population?**

*Please indicate whether the project will provide family-based services for each target population by writing YES or NO in the spaces provided.*

| | |
|---|---|
| YES | Children (birth–18 years) |
| NO | Transition-Age Youth (18–25 years) |
| NO | Perinatal (pregnant/postpartum women and their children) |
| 0.00 | **TOTAL** |

**17. Family Services: Description**

*Describe any of the family-based clinical or supportive services being offered. Limit 500 words.*

The San Francisco Department of Public Health Behavioral Health Services, Children, Youth, and Families System of Care is a comprehensive, integrated system of behavioral health services which offers the broadest possible spectrum of youth and family services, ranging from health promotion, prevention, and early intervention, to outpatient mental health and substance use treatment, to intensive outpatient treatment, to inpatient, hospitalization, and residential services. The system relies on extensive partnerships, including integrated interfaces with systems such as the San Francisco Unified School District, the San Francisco Child Welfare Department, the San Franicsco Probation Department, First 5, and the Office of Early Care and Education, and services provided through local community-based service agencies. The system embraces a model which prioritizes family-centered care throughout all facets of its work. This approach acknowledges that young people need the understanding, support, and partnership of family members to overcome stigma, address difficult personal issues, and support long-term recovery and behavior change, and includes programs such as family education, family-centered therapy, insurance and benefits support, and ongoing emergency and crisis intervention services.

The department's approach is mirrored by the UCSF Department of Psychiatry and Behavioral Services, which also incorporates family-centered programming and support at all levels of youth behavioral health programs. Among other programs, the department operates a non-intensive Child and Adolescent Services (CAS) Outpatient Clinic at ZSFGH which provides family-centered mental health and substance services to an average of 150 San Francisco children and adolescents ages 0 - 21 each year. The program includes comprehensive assessment services; individual, family, and group psychotherapy services; psychiatric medication management services; and family mental health navigation services which train and support families in learning about and navigating the mental health service system. The department also operates the Infant-Parent Program (IPP), and infant and early childhood mental health program focusing on the relationship between young children ages 0 - 5 and their adult caregivers. The program incorporates individual and group family psychotherapy services, hospital-based reproductive and pre, peri, and postnatal mental health consultation, and an innovative early childhood mental health training program for mental health professionals. This program serves up to 80 families each year.

**18. Diversity, Equity and Inclusion**

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

The San Francisco Behavioral Health Children, Youth, and Families System of Care prioritizes racial equity as one of its three central priorities, embracing the critical need for behavioral health service programs that both acknowledge and address past ethnic and racial injustices while creating effective approaches for reducing disparities in regard to behavioral health treatment access and outcomes. A racial equity approach demands that systems acknowledge the extent to which underserved communities have historically lacked access to high-quality behavioral health services - in large part because of a lack of publicly funded behavioral health programs - and the degree to which this lack of access has resulted in the stigmatization and minimalization of behavioral health services within these populations. An effective racial equity approach also requires acknowledging and working to address the many social determinants of health that underlie and influence poor health outcomes, including factors such as poverty, inadequate or substandard housing, widespread institutionalized racism and discrimination, high levels of exposure to trauma and violence, extreme rates of incarceration, and a lack of culturally competent medical and behavioral health providers. A racial equity approach also necessitates a multi-faceted, intersectional methodology in which a range of public and private resources and providers, both within and outside of behavioral health specifically, are brought together to build new avenues for community engagement, collaboration, and mutual care, including through the involvement of affected communities in developing, implementing, and monitoring behavioral health programs.

The proposed San Francisco Intensive Youth Behavioral Health Services program is specifically designed to advance racial equity and to meet the needs of individuals from diverse backgrounds by providing an integrated intervention that specifically prioritizes services to low-income communities and marginalized persons of color. The program will achieve this goal by ensuring that all youth and families served by the program are Medi-Cal-eligible or uninsured, and by providing services in the unique context of a County program in which no individual can be refused service because of inability to pay. The program will incorporate outreach to public and private agencies in San Francisco that sere low-income youth and families affected by behavioral health issues, and will connect youth to the new faciltiites through our many in-county and inter-county networks, referral, and linkage networks. The proposed facilities will also consistently incorporate a trauma-informed approach throughout all facets of project services, including through the provision of extensive, ongoing staff training and through the incorporation of staff and professionals who, wherever possible, are reflective of the backgrounds and experiences of the populations they serve. The program will also continually solicit the input, suggestions, and feedback of young people and family members who have experienced behavioral health crises through the many consumer advisory boards and client satisfaction survey processes that exist within both the SFDPH and UCSF systems of care.

## Project Development Requirements

**19. Project Readiness**

*Has the proposed project met the minimum threshold for project readiness (as outlined in RFA Section 3.2)?*

- [x] Yes
- [ ] No

**20. Development Phase**

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

- [x] Phase 1: Planning and pre-development
- [ ] Phase 2: Design development
- [ ] Phase 3: Shovel ready
- [ ] Final Phase: Construction

**21. Development Phase Description**

*Describe the phase selected above and how your project fits within this phase below. (Limit 400 words)*

The San Francisco Department of Public Health and the UCSF Department of Psychiatry have long recognized the urgent need for both an inpatient youth psychiatric facility and an intensive youth behavioral health outpatient facility in San Francisco, particularly to improve access to high-quality behavioral services for low-income and marginalized youth and families. Creation of a psychiatric youth inpatient facility in fact has been the number one priority of the SF Children, Youth, and Families System of Care for nearly a decade, although it has gone unrealized because of a lack of funds to identify, remodel, and equip an adequate service space. Similarly, the County and UCSF have long recognized the need for a complementary partial hospitalization and intensive outpatient program that provides step-down services for adolescents leaving the inpatient facility while providing an effective outpatient alternative for youth with severe behavioral health needs. The identification two years ago of two large, vacant spaces within the large Zuckerberg San Francisco General Hospital complex at last provided the impetus for a joint effort between SFDPH and UCSF to begin planning the two integrated facilities. At the same time, the propitious availability of funding through Round 4 of the BHCIP offered us the long-sought opportunity to seek funding for the construction and equipping of the two facilities, while SFDPH made the commitment to support the extensive staffing that would be needed to operate the two facilities on a long-term basis.

The two unused clinical spaces to be developed for the proposed inpatient and intensive outpatient facilities resulted from the construction of a new acute care hospital on the campus of ZSFGH in 2016. This process led to the vacating of several inpatient units within the old main hospital building following occupancy of the replacement hospital. The old hospital building currently functions primarily as group of ambulatory outpatient clinics, along with a 30-bed skilled nursing facility. The existing, vacant, 8,727 square foot Unit 7A would be used for the inpatient facility while the vacant, 3,200-square foot Unit 6B would be used for the intensive outpatient facility. SFDPH staff at ZSFGH began to develop preliminary plans for the units in late 2021, and accelerated these efforts with the appearance of the Round 4 BHCIP RFP. This has brought us to the Stage 1 Planning and Pre-Development Phase which we discussed with the State consultant in July 2022, and which is described in the present application.

**22. Project Construction Type: Enter the square footage associated to the project type, as it applies to your proposed project. Multiple selections allowed.**

*Separate out the square footage for each type that applies; values should equal total project square footage. Enter values as numbers only; e.g., 1,354 sqf should be entered as "1354"*

| | |
|---|---|
| 0 | 1. New ground-up construction (e.g., a new facility or new setting being built) |
| 0 | 2. Addition to an existing structure (e.g., constructing a new wing, new floor) |
| 11927 | 3. Rehabilitation of an existing facility that expands service capacity at current site |

| | |
|---|---|
| 0 | 4. Acquisition and adaptive reuse of an existing property (e.g., repurposing a grocery store) |
| 0 | 5. Acquisition of existing facility/building, ready for turnkey operations (no renovation needed) |
| 11927 | TOTAL Square Footage |
| 23,854.00 | **TOTAL** |

**23. Describe Project Construction Type: Based on above selection(s) please clearly describe not only the construction type, but what services will be offered as a result of that construction.**
*Refer to Application Instructions for Question 23, located at the top of this page. Limit 400 words.*
As noted above, requested BHCIP Round 4 funding will support an extensive interior remodeling of two floors totaling 11,927 square feet that are located within an existing hospital building on the campus of Zuckerberg San Francisco General Hospital and Trauma Center. This building currently houses outpatient services and a Skilled Nursing Facility with CDPH license number 220000063. The existing vacant Unit 7A is a 9,327 square foot space which will be used for the new 12-bed inpatient facility, while the vacant Unit 6B is a 3,200-square foot space that will be used for the 24-slot intensive outpatient facility unit. Requested BHCIP support will fund the renovation, remodeling, and bringing to code of the two integrated facilities, as detailed in the attached forms.

**24. Previous Applications**
*Has the applicant applied for previous BHCIP Rounds 1 through 3, including the Joint RFA and any Community Care Expansion (CCE) funding?*

- ☐ Round 1: Crisis Care Mobile Units (CCMU)
- ☐ Round 2: County and Tribal Planning
- ☑ Round 3: Launch Ready
- ☐ CCE: Capital Expansion
- ☐ CCE: Pre-Development
- ☐ No

**25. Previous Awards: Has the applicant received an award or notice of award for any of the above funding rounds?**
*Enter project title, award date, & describe how funds requested for Round 4 will be used for the separate and distinct purpose of further expansion of behavioral health services for the target population (limit 400 words).*

The San Francisco Department of Public Health has received funding through two prior rounds of the Behavioral Health Continuum Infrastructure Program (BHCIP) as follows:

Round 1:

Project Name: San Francisco Crisis Care Mobile Units Infrastructure Expansion Project
Notice of Conditional award: October 4, 2021
Brief Description: To utilize expanded mobile crisis intervention services to enhance the quality, scope, and impact of San Francisco Comprehensive Crisis Services.

Round 3:

Project Name: CSU Tenderloin
Notice of Conditional award: June 2022
Brief Description: To fund establishment of an adult Crisis Stabilization Unit (CSU) in the San Francisco Tenderloin neighborhood, which includes a high proportion of individuals dealing with mental health and substance use issues

**26. Match Requirements: Please identify the source(s) and amounts of funds or real property contributions fulfilling the match requirement (see RFA Section 3.4). If identifying a real property contribution, please provide a certified appraisal and a bank loan document.**
*The match values listed here should align with the match values listed in Form 2: Budget Template.*
The required 10% match for County entities for the San Francisco Intensive Youth Behavioral Health Services program will be met primarily through the appraised cash value of the ZSFCH building in which the two proposed units will operate. As noted in the attached appraisal letter, the current estimated value of the property is $85 million, which represents approximately 248.3% of the total requested grant amount. In addition to this real property value, the San Francisco Department of Public Health will contribute $490,000 in in-kind costs as specified in the budget form, along with at least $12 million per year to fund required staff to operate the two facilities, an amount that will be offset to some degree by Medi-Cal reimbursements. While the latter amount is not included in our proposed match, it does further leverage the value of the requested BHCIP grant amount through an actual cash contribution.

**27. Permits and Approvals**
*List all approvals and permits that will be required to complete the project, and describe your strategy for obtaining them (limit 500 words).*
The SFDPH Office of Architecture and Capital Planning, under the leadership of Jason Zook, Executive Project Manager, will secure all needed California Department of Health Care Access and Information (HCAI) Building Permits required for renovation of the proposed facilities. The SFDPH Capital Programs Team, with the assistance of the San Francisco Department of Public Works, are experienced and well versed in designing and constructing projects under HCAI jurisdiction and in conducting permitted projects within the building proposed for this grant program.

**28. Outpatient Capacity: Provide existing and expanded capacity below, by indicating how many individuals from the target population are currently served at the facility discussed in this proposal. Provide first existing capacity followed by expanded capacity.**
*If no outpatient services are provided, enter 0. If New Construction, Enter 0. Enter numerical values only. Calculate slots on an annual basis. If 6,133 people patients are services annually, enter as '6133'*

| | |
|---|---|
| 0 | Existing: Children (birth–18 years) |
| 0 | Existing: Transition-Age Youth (18–25 years) |
| 0 | Existing: Perinatal (pregnant/postpartum women and their children) |

| | |
|---|---|
| 0 | Existing: Family Services |
| 0 | Existing: Total |
| 900 | Expansion: Children (birth–18 years) |
| 0 | Expansion: Transition-Age Youth (18–25 years) |
| 0 | Expansion: Perinatal (pregnant/postpartum women and their children) |
| 900 | Expansion: Family Services |
| 900 | Expansion: Total |
| 2,700.00 | **TOTAL** |

**29. Outpatient Expanded Capacity by Project Type: Using the numbers provided above for Expansion, enter the proposed expanded capacity by construction type.**
*The expanded total number of unique individuals served on an annual basis above your current outpatient capacity is the total value. Do not include current capacity. Enter numerical values only. Do not enter ranges.*

| | |
|---|---|
| 0 | Ground-Up Construction: Children (birth–18 years) |
| 0 | Ground-Up Construction: Transition-Age Youth (18–25 years) |
| 0 | Ground-Up Construction: Perinatal (pregnant/postpartum women and their children) |
| 0 | Ground-Up Construction: Family Services |
| 0 | Total Expanded Capacity Ground-Up Construction |
| | Rehab/Addition: Children (birth–18 years) |
| 900 | Rehab/Addition: Transition-Age Youth (18–25 years) |
| 0 | Rehab/Addition: Perinatal (pregnant/postpartum women and their children) |
| 900 | Rehab/Addition: Family Services |
| 900 | Total Expanded Capacity Rehab: |
| 2,700.00 | **TOTAL** |

**30. Residential Capacity: Provide existing and expanded residential capacity below, by providing number of beds in use at the proposed project site (EXISTING) and then proposed number of new beds (EXPANSION)**
*Provide physical number of beds only, not annual capacity. If no residential services are currently provided, enter 0. If Ground-Up Construction, Enter 0. Enter numerical values only. Do not enter ranges or any other values.*

| | |
|---|---|
| 0 | Existing: Children (birth–18 years) |
| 0 | Existing: Transition-Age Youth (18–25 years) |
| 0 | Existing: Perinatal (pregnant/postpartum women and their children) |
| 0 | Existing: Family Services |
| 0 | Existing: Total |
| 12 | Expansion: Children (birth–18 years) |
| 0 | Expansion: Transition-Age Youth (18–25 years) |
| 0 | Expansion: Family Services |
| 12 | Expansion: Total |
| 24.00 | **TOTAL** |

**31. Expanded Residential Capacity by Project Type: Using the numbers provided above for Expansion, enter the proposed expanded capacity by construction type.**
*The expanded number of physical beds proposed is the total value. Do not include current capacity. Enter numerical values only. Do not enter ranges.*

| | |
|---|---|
| 0 | Ground-Up Construction: Children (birth–18 years) |
| 0 | Ground-Up Construction: Transition-Age Youth (18–25 years) |
| 0 | Ground-Up Construction: Perinatal (pregnant/postpartum women and their children) |
| 0 | Ground-Up Construction: Family Services |
| 0 | Total Expanded Capacity Ground-Up Construction |
| 12 | Rehab/Addition: Children (birth–18 years) |
| 0 | Rehab/Addition: Transition-Age Youth (18–25 years) |
| 0 | Rehab/Addition: Perinatal (pregnant/postpartum women and their children) |
| 12 | Rehab/Addition: Family Services |
| 12 | Total Expanded Capacity Rehab: |
| 36.00 | **TOTAL** |

**32. Narrative Description: Refer to Application Instructions, Question 32, at the top of this page.**

*Provide a detailed narrative description of the proposed project's construction and design. If copying from a word document, please remove any special formatting or characters before pasting into the space below. Limit 1500 words.*
In 2016, ZSFGH completed and opened a new replacement Acute Care Hospital building to meet California Seismic Requirements contained in California Senate Bill 1953. Acute Care Services were relocated from the old Main Hospital building #5 to the new Acute Care Hospital Building #25, leaving several units vacated in building 5. SFDPH intends to convert two of these vacated units in building 5 into the new proposed inpatient and intensive outpatient adolescent behavioral health service faciltiies.

Building 5 is an 8-level, 658,324 square foot hospital building that includes 5-6 distinct units per floor, several of which are currently vacant. The building was removed from "Acute Care" status in 2018 and is now categorized as an HCAI 1R building that continues to house acute and emergency psychiatric services, a skilled nursing facility, outpatient clinics, labs, and an outpatient pharmacy. Building 5 also has an existing rooftop exterior patio and garden dedicated to psychiatric programs, as well as multiple exterior patio gardens on each floor of the building. 7A is the unit proposed for the adolescent inpatient psychiatric facility (8,727 square feet) and it is located directly adjacent to the rooftop garden / patio. A section of 6B - will be repurposed to serve as the proposed intensive outpatient unit (3,200 square feet). SFDPH has extensive experience in remodeling and repurposing many vacant units in Building 5, including currently relocating a specialties clinic into units 4B and 4D while constructing an outpatient dialysis unit in the 3H Unit on the third floor which was the home of the old surgery suite prior to the opening of the new Acute Care Hospital. The Former Emergency Department (1E) in Building 5 is also under construction, and will house a new 22-bed adult psychiatric emergency program when completed. In addition to these projects, Building 5 is currently undergoing a Seismic Upgrade that includes increasing the size and strength of all columns and the application of (FRP) Fibreglass Reinforced Polymer to strategic locations throughout the building.

Other Unit remodels in this building have been tracking (in real numbers) at approximately $1,800 per square foot in hard costs (construction only). This brings the total cost estimate for this project to $34,226,105, including all soft costs, permitting and, contingencies. Once funding is in place, the design teams and project management teams will engage with the site's user groups, including staff and patient advocacy groups, to design and plan all required programming, while obtaining design development and construction documents necessary to deliver a successful project. This process will include the use of BIM modeling of the spaces and utilities to identify the existing conditions that will inform the design team and allow the facility to coordinate clash detection issues with the operational programs in spaces adjacent, above, and below.

Although we will not know the final quantities of materials and final layout until the design process is complete, we can make some assumptions based on our experience delivering projects on other floors of this building. In addition to patient rooms and a centralized nurse / physician station and group rooms, we know that the design of the inpatient facility will include a kitchen, a minimum of 6 ADA (accessible) restrooms, clean and soiled utility rooms, EVS rooms, staff work rooms, an Intermediate Distribution Frame (IDF) room to provide data for phones, computers, and security devices, and connection to the (BMS) Building Management System. Additionally, neither proposed unit currently includes a fire suppression system and these systems will need to be designed and installed as part of the project. The unit is currently connected to the building's old Autocall fire alarm system and this will be upgraded to the new EST3 fire alarm system being installed as part of all new construction projects within this building. Based on new life safety code requirements, all walls at the perimeter of this unit will also be upgraded to create a distinct smoke compartment. This includes replacement of all perimeter wall framing, installation of (FSD) Fire smoke dampers, and double layers of fire rated gypsum board from slab to slab to achieve a 2-hour separation.

No site mitigation efforts are required, as this is within an existing operational hospital building. Complete demolition of the existing walls and ceilings are required to accommodate a revised layout that will optimize the space for the new programs. The existing 20-gauge studs do not meet current code, while the mechanical, electrical, and plumbing systems will also require major modifications and/or replacement.

One challenge we face in regard to this circa 1975 post tensioned structure is the presence of post tensioned cables and reinforcing bar within the floor slabs. We are able to make some assumptions regarding the locations of these structural elements during design. Our current process, however, includes the use of Ground Penetrating Radar (GPR) to identify the precise locations of these elements after demolition is complete. GPR identifies any conflicts with the wall anchorage, plumbing, and slab penetrations, and will allow the Design and construction team to validate layouts and dimensions or make adjustments as necessary.

Asbestos and lead abatement will also be required during demolition. During abatement and construction, a negative air containment will be constructed around the construction site to provide additional layers of infection control and patient safety measures.

As this project square footage is in excess of 10,000 square feet of interior renovation, the City and County of San Francisco will require that this project meet the goals of a LEED gold level remodel. LEED Certification is reviewed and issued by the US Green Building Council, influencing how spaces and buildings are designed, built, and operated, and enabling healthy, environmentally and socially responsible environment promoting improved quality of life. To achieve LEED Certification, a project will earns points by adhering to the prerequisites and credits that address carbon, energy, water, waste, transportation, materials, health, and indoor environmental quality.

**33. If applicable to your phase, please upload the following documents:**
*Limit file size to 20MB for each file. Label files as follows: Form Name_Project Title_Date. An example would be: Form 8_Sunny Acres Rehab_060122 or Drawings_Sunny Acres Rehab_060122.*

- [x] Form 8: Schematic Design Checklist
- [x] Drawings: preliminary site plans, design drawings, or construction drawings for the proposed project— these may include schematic designs, architectural drawings, construction blueprints, other renderings
- [x] Resumes: Resumes of the development team that developed the design/construction plans
- [x] Contracts: A copy of all executed contracts for hire related to your project's development team (lawyer, construction manager, development manager, architect, consultants, contractor, etc.)

**34. Timeline for Incomplete Documents**
*If you do not have one or more of the requested documents available, please share your timeline for completing them in the box below (limit 500 words).*
N/A

## Community Support and Youth Involvement

**35. Letters of Support and Community Engagement: Complete and Upload Form 7: Community and Youth Engagement Tracking, as well as one of more of the following(see RFA Section 3.1 Eligibility Requirements):**
*Label all letters of support as follows: LOS_Project Title_Agency or Role of Author. An example would be: LOS_Sunny Acres Rehab_Kern County BH Department. Abbreviations are fine.*

- [x] County board of supervisors, county behavioral health director, or county executive
- [ ] City council
- [ ] Tribal council (i.e., tribal council resolution)
- [x] Community stakeholders and/or other community-based organizations
- [x] Elected or appointed officials

**36. If applicable, upload a letter of support from (see RFA Section 3.1: Eligibility Requirements):**
*See file naming convention examples for question 35. See Application Instructions for Question 36 at the top of this page.*

- [ ] The applicant's CEO and/or board
- [ ] School district or county office of education (Required for School-Linked Health Centers)
- [x] The county behavioral health agency or, if a tribal facility, the tribal board

**37. Please list the Name, Title and Affiliation of all authors of letters of support included with this application. If you have requested letters of support and they are still being written, please provide details below and the expected date that letter will be provided.**
The following letters of support are included with this submission:

City and County of San Francisco Letters:

- Grant Colfax, Director of Health, San Francisco Department of Public Health
- London Breed, Mayor, City of San Francisco

Community Provider Letters:

- Marsha Lewis-Akyeem, Chief Executive Officer, Alternative Family Services
- Leticia Galyean, President and CEO, Seneca Family of Agencies

Letters from Bay Area Counties Supporting the Proposed Youth Inpatient Psychiatric Facility:

- Suzanne Tavano, Behavioral Health Director, Contra Costa Behavioral Health Services
- Todd Schimer, Interim Director, Marin County Behavioral Health and Recovery Services
- Katy Eckert, Behavioral Health Bureau Chief and Director, Monterey County
- Lisa Mancini, Interim Director, San Mateo County Behavioral Health and Recovery Services
- Erik Riera, Director, County of Santa Cruz Behavioral Health

**38. Funding Request by Project Type**
*As indicated in applicant response to Question 22, provide the total grant amount requested, not including match, by project construction type. Enter numerical values only. Enter 0 if type does not apply.*

| | |
|---|---|
| 0 | New ground-up construction (e.g., a new facility or new setting being built) |
| 0 | Addition to an existing structure (e.g., constructing a new wing, new floor) |
| 34226105 | Rehabilitation of an existing facility that expands service capacity at current site |
| 0 | Acquisition and adaptive reuse of an existing property (e.g., repurposing a grocery store) |
| 0 | Acquisition of existing facility/building, ready for turnkey operations (no renovation needed) |
| 34,226,105.00 | **TOTAL** |

**Project Summary** *top*

## Project Summary

| | |
|---|---|
| Address Line 1 | 1001 |
| Address Line 2 | |
| Street | Potrero Avenue |
| City | San Francisco |
| State | California |
| ZIP | 94110 |
| County | San Francisco |
| Parcel/APN # | 4154/001 |
| Congressional District(s) | 12 |

## Medi-Cal Information

| Target Population | Current percentage of Medi-Cal Beneficiaries served | Projected percentage of additional Medi-Cal beneficiaries to be served |
|---|---|---|
| Children (Birth – 18 years) | 0 | 100 |
| Transition-age youth (18 – 25 years) | 0 | 0 |
| Perinatal (Pregnant/postpartum women and their children) | 0 | 0 |
| Family Services | 0 | 100 |

## Documents *top*

| Documents Requested * | Required? | Attached Documents * |
|---|---|---|
| Form 2: Budget Template<br>download template | ☑ | Form 2 |
| Form 3: Development Team Information<br>download template | ☑ | Form 3 |
| Form 4: Design, Acquisition, and Construction Milestone Schedule<br>download template | ☑ | Form 4 |
| Form 5: Applicant's Certification of Prevailing Wage<br>download template | ☑ | Form 5 |
| Form 6: Applicant's Certification of Funding Terms<br>download template | ☑ | Form 6 |
| Form 7: Community and Youth Engagement Tracking<br>download template | ☑ | Form 7 |
| Site plans, design drawings, construction drawings or architectural drawings | ☑ | Site Plans and Drawings |
| Resumes of the development team that developed the design/construction plans | ☑ | Resumes |
| A copy of all executed contracts for hire related to your project's development team (lawyer, construction manager, development manager, architect, consultants, contractor, etc.) | ☑ | Contracts and Agreements |
| REQUIRED AS APPLICABLE: A certified appraisal and a bank loan document, if identifying a real property contribution for match | | Certified Appraisal |
| REQUIRED AS APPLICABLE: A valid Rough Order of Magnitude (ROM) cost estimate, if no construction plan is yet in place | | ROM Document |
| REQUIRED AS APPLICABLE: Form 8: Schematic Design Checklist<br>download template | | Schematic Design Checklist |
| REQUIRED AS APPLICABLE: letter(s) of support | | Letters of Support |

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Application ID: 415941

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State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
*DIRECTOR*

GAVIN NEWSOM
*GOVERNOR*

December 2022

*THIS LETTER SENT VIA EMAIL*

Farahnaz Farahmand,
Director,Children, Youth, and Families System of Care
San Francisco Department of Public Health
1380 Howard Street, Flat 5
San Francisco, California 94103

RE: BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM (BHCIP) ROUND 4: CHILDREN AND YOUTH – CONDITIONAL AWARD

Dear Ms. Farahmand:

Thank you for the submission of your BHCIP Round 4: Children and Youth application for grant funding to the Department of Health Care Services (DHCS). DHCS received a total of 149 applications requesting nearly $1.45 billion in funding, which far exceeded the total amount of funding available for the BHCIP Round 4: Children and Youth grant. DHCS is pleased to announce that San Francisco Department of Public Health has been conditionally selected to receive $33,736,105 in BHCIP funding for the San Francisco Intensive Youth Behavioral Health Services.

A mandatory informational webinar to discuss next steps will be held on December 14, 2022, from 10:30 to 11:30 a.m. Pacific Time. Topics will include developing the statement of work and beginning the contracting process. Please register here. The project lead and all development team members are encouraged to attend. A link to the recording will be sent to all awardees after the webinar.

**Please note that the information in your application will serve as the basis of the project data, scope of work, and payment schedule to be included in your contract with Advocates for Human Potential, Inc. (AHP), the BHCIP administrative entity.** AHP will be in contact with you for any required follow-up or clarification.

As specified in the request for application, awardees will be responsible for any cost overruns and will not have an additional opportunity to request an increase in the project

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budget. If, for any reason, you are no longer interested in receiving BHCIP Round 4: Children and Youth grant funding or would like to rescind your grant application, please contact DHCS immediately at BHCIP@dhcs.ca.gov.

DHCS is excited to embark on this endeavor with you to expand infrastructure capacity in California's continuum of behavioral health services available for children and youth ages 25 and younger, including pregnant/postpartum women and their children. We are doing lasting work that will benefit some of our state's most vulnerable individuals. If you have any questions, please contact DHCS/AHP at round4@ahpnet.com.

Sincerely,

DocuSigned by:
Marlies Perez
C595D8936F1F429...

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

# CITY AND COUNTY OF SAN FRANCISCO

# BUDGET AND APPROPRIATIONS COMMITTEE
# BUDGET AND APPROPRIATION ORDINANCE

## AS OF JULY 18, 2023

File No. 230644 Ordinance No. 144-23

**FISCAL YEAR ENDING JUNE 30, 2024 and**
**FISCAL YEAR ENDING JUNE 30, 2025**

**Department: DPH Public Health**

| | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|
| **Uses Summary** | | | | | |
| Salaries | 1,110,954,146 | 1,150,953,319 | 39,999,173 | 1,193,354,067 | 42,400,748 |
| Mandatory Fringe Benefits | 422,238,054 | 413,688,719 | (8,549,335) | 429,941,079 | 16,252,360 |
| Non-Personnel Services | 987,180,009 | 1,050,151,170 | 62,971,161 | 1,051,536,650 | 1,385,480 |
| Capital Outlay | 29,560,972 | 79,251,959 | 49,690,987 | 1,417,430 | (77,834,529) |
| City Grant Program | 10,949,501 | 10,949,501 | | 10,949,501 | |
| Debt Service | 12,170,265 | 17,737,015 | 5,566,750 | 25,444,770 | 7,707,755 |
| Facilities Maintenance | 4,096,690 | 4,301,526 | 204,836 | 4,516,603 | 215,077 |
| Materials & Supplies | 180,005,855 | 187,027,423 | 7,021,568 | 197,910,526 | 10,883,103 |
| Programmatic Projects | 74,904,547 | 84,215,305 | 9,310,758 | 63,842,172 | (20,373,133) |
| Services Of Other Depts | 156,136,110 | 187,288,780 | 31,152,670 | 190,067,022 | 2,778,242 |
| Overhead and Allocations | 5,088,659 | 5,008,220 | (80,439) | 3,962,126 | (1,046,094) |
| Transfers Out | 116,018,049 | 106,796,804 | (9,221,245) | 105,619,445 | (1,177,359) |
| Intrafund Transfers Out | 21,478,764 | 12,184,544 | (9,294,220) | 26,384,086 | 14,199,542 |
| Unappropriated Rev Retained | 4,596,027 | 1,069,065 | (3,526,962) | | (1,069,065) |
| Transfer Adjustment - Uses | (137,496,813) | (118,981,348) | 18,515,465 | (132,003,531) | (13,022,183) |
| **Total Uses by Chart of Accounts** | **2,997,880,835** | **3,191,642,002** | **193,761,167** | **3,172,941,946** | **(18,700,056)** |
| **Sources Summary** | | | | | |
| Business Taxes | 77,793,803 | 72,815,050 | (4,978,753) | 73,840,050 | 1,025,000 |
| Intergovernmental: Federal | 88,677,563 | 88,296,193 | (381,370) | 84,916,226 | (3,379,967) |
| Intergovernmental: Other | 128,168 | 600,000 | 471,832 | 600,000 | |
| Intergovernmental: State | 459,888,597 | 576,515,893 | 116,627,296 | 502,791,902 | (73,723,991) |
| Charges for Services | 1,300,600,669 | 1,366,624,825 | 66,024,156 | 1,336,423,529 | (30,201,296) |
| Fines, Forfeiture, & Penalties | 5,016,715 | 58,097,000 | 53,080,285 | 52,763,758 | (5,333,242) |
| Licenses, Permits,& Franchises | 9,799,511 | 11,510,407 | 1,710,896 | 11,613,737 | 103,330 |
| Rents & Concessions | 747,990 | 747,990 | | 747,990 | |
| Other Revenues | 30,412,987 | 50,095,394 | 19,682,407 | 27,077,534 | (23,017,860) |
| Interest & Investment Income | 228,000 | 11,010,358 | 10,782,358 | 9,480,562 | (1,529,796) |
| Expenditure Recovery | 55,426,885 | 55,657,572 | 230,687 | 53,829,133 | (1,828,439) |
| IntraFund Transfers In | 21,478,764 | 12,184,544 | (9,294,220) | 26,384,086 | 14,199,542 |

**Department: DPH Public Health**

| | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|
| Transfers In | 117,620,351 | 108,398,459 | (9,221,892) | 107,221,186 | (1,177,273) |
| Other Financing Sources | 11,975,000 | 2,600,000 | (9,375,000) | | (2,600,000) |
| Beg Fund Balance - Budget Only | 5,920,312 | 22,329,670 | 16,409,358 | 45,255,725 | 22,926,055 |
| Transfer Adjustment-Source | (137,496,813) | (118,981,348) | 18,515,465 | (132,003,531) | (13,022,183) |
| General Fund Support | 949,662,333 | 873,139,995 | (76,522,338) | 972,000,059 | 98,860,064 |
| **Total Sources by Chart of Accounts** | **2,997,880,835** | **3,191,642,002** | **193,761,167** | **3,172,941,946** | **(18,700,056)** |
| **Fund Summary** | | | | | |
| City Facilities Improvement Fd | 11,975,000 | 2,600,000 | (9,375,000) | | (2,600,000) |
| Community Health Services Fund | 184,257,553 | 318,583,652 | 134,326,099 | 270,486,814 | (48,096,838) |
| General Fund | 1,211,576,047 | 1,176,777,738 | (34,798,309) | 1,206,209,355 | 29,431,617 |
| Gift and Other Exp Trust Fund | | 255,000 | 255,000 | 255,000 | |
| Laguna Honda Hospital | 332,937,779 | 338,283,673 | 5,345,894 | 347,269,997 | 8,986,324 |
| Medical Reimbursement Accounts | | 9,123,994 | 9,123,994 | 9,123,994 | |
| Our City Our Home Fund | 87,088,800 | 98,059,840 | 10,971,040 | 104,337,292 | 6,277,452 |
| General Hospital Medical Ctr | 1,170,045,656 | 1,247,958,105 | 77,912,449 | 1,235,259,494 | (12,698,611) |
| **Total Uses by Funds** | **2,997,880,835** | **3,191,642,002** | **193,761,167** | **3,172,941,946** | **(18,700,056)** |
| **Division Summary** | | | | | |
| HBH Behavioral Health | 597,626,124 | 719,866,016 | 122,239,892 | 687,721,020 | (32,144,996) |
| HNS Health Network Services | 360,607,768 | 372,754,342 | 12,146,574 | 373,515,246 | 760,904 |
| HPC Primary Care | 120,782,475 | 140,913,999 | 20,131,524 | 144,279,795 | 3,365,796 |
| HHH Health At Home | 9,494,128 | 9,756,723 | 262,595 | 10,062,122 | 305,399 |
| HLH Laguna Honda Hospital | 333,912,779 | 342,383,673 | 8,470,894 | 347,269,997 | 4,886,324 |
| HPH Population Health Division | 211,427,582 | 172,908,733 | (38,518,849) | 175,694,723 | 2,785,990 |
| HGH Zuckerberg SF General | 1,152,531,025 | 1,203,933,922 | 51,402,897 | 1,191,842,289 | (12,091,633) |
| HAD Public Health Admin | 170,743,555 | 186,162,798 | 15,419,243 | 197,931,464 | 11,768,666 |
| HJH Jail Health | 40,755,399 | 42,961,796 | 2,206,397 | 44,625,290 | 1,663,494 |
| **Total Uses by Division** | **2,997,880,835** | **3,191,642,002** | **193,761,167** | **3,172,941,946** | **(18,700,056)** |

**Reserved Appropriations**

**Controller Reserves**

**Department: DPH Public Health**

| | | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|
| 10030963 | HL LHH Water Tank Replacement | | 4,100,000 | | | |
| **Controller Reserves: Total** | | | **4,100,000** | | **0** | |

## Uses of Funds Detail Appropriation

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Operating** | | | | | | | | |
| 10000 | GF Annual Account Ctrl | | Salaries | 303,703,306 | 329,225,104 | 25,521,798 | 344,214,658 | 14,989,554 |
| | | | Mandatory Fringe Benefits | 110,576,643 | 113,448,049 | 2,871,406 | 117,998,148 | 4,550,099 |
| | | | Non-Personnel Services | 479,179,898 | 446,391,013 | (32,788,885) | 447,945,722 | 1,554,709 |
| | | | Capital Outlay | 514,497 | 167,641 | (346,856) | 322,091 | 154,450 |
| | | | City Grant Program | 10,949,501 | 10,949,501 | | 10,949,501 | |
| | | | Debt Service | | 6,080,495 | 6,080,495 | 13,776,800 | 7,696,305 |
| | | | Materials & Supplies | 26,085,334 | 26,142,096 | 56,762 | 28,077,834 | 1,935,738 |
| | | | Services Of Other Depts | 26,827,930 | 31,329,807 | 4,501,877 | 31,132,722 | (197,085) |
| | | | Overhead and Allocations | (460,917) | (12,074,462) | (11,613,545) | (5,085,976) | 6,988,486 |
| **10000 Total** | | | | **957,376,192** | **951,659,244** | **(5,716,948)** | **989,331,500** | **37,672,256** |
| 21080 | SFGH-Op Annual Account Ctrl | | Salaries | 479,527,292 | 492,751,573 | 13,224,281 | 509,077,318 | 16,325,745 |
| | | | Mandatory Fringe Benefits | 189,526,288 | 187,168,508 | (2,357,780) | 193,384,124 | 6,215,616 |
| | | | Non-Personnel Services | 283,053,572 | 302,103,806 | 19,050,234 | 317,640,301 | 15,536,495 |
| | | | Capital Outlay | 814,506 | 183,214 | (631,292) | 145,339 | (37,875) |
| | | | Debt Service | 2,916,515 | 2,406,520 | (509,995) | 2,417,470 | 10,950 |
| | | | Materials & Supplies | 120,017,808 | 127,098,077 | 7,080,269 | 133,728,550 | 6,630,473 |
| | | | Services Of Other Depts | 70,437,117 | 72,533,540 | 2,096,423 | 75,362,261 | 2,828,721 |
| | | | Overhead and Allocations | 69,547 | 69,547 | | 69,547 | |
| | | | Transfers Out | 116,018,049 | 106,796,804 | (9,221,245) | 105,619,445 | (1,177,359) |
| | | | Intrafund Transfers Out | 19,080,382 | 6,181,766 | (12,898,616) | 1,975,854 | (4,205,912) |
| | | | Transfer Adjustment - Uses | (135,098,431) | (112,978,570) | 22,119,861 | (107,595,299) | 5,383,271 |
| **21080 Total** | | | | **1,146,362,645** | **1,184,314,785** | **37,952,140** | **1,231,824,910** | **47,510,125** |
| 21490 | LHH-Op Annual Account Ctrl | | Salaries | 175,884,036 | 178,843,707 | 2,959,671 | 190,508,157 | 11,664,450 |

**Department: DPH Public Health**

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Operating** | | | | | | | | |
| | | | Mandatory Fringe Benefits | 74,839,243 | 73,014,174 | (1,825,069) | 77,733,427 | 4,719,253 |
| | | | Non-Personnel Services | 14,145,255 | 21,600,298 | 7,455,043 | 13,679,139 | (7,921,159) |
| | | | Capital Outlay | 392,043 | 181,365 | (210,678) | | (181,365) |
| | | | Materials & Supplies | 25,828,140 | 26,492,216 | 664,076 | 29,041,351 | 2,549,135 |
| | | | Services Of Other Depts | 23,315,510 | 23,394,367 | 78,857 | 24,328,714 | 934,347 |
| | | | Overhead and Allocations | 29,627 | 29,627 | | 29,627 | |
| | | | Intrafund Transfers Out | 2,398,382 | 2,475,792 | 77,410 | 2,657,082 | 181,290 |
| | | | Transfer Adjustment - Uses | (2,398,382) | (2,475,792) | (77,410) | (2,657,082) | (181,290) |
| **21490 Total** | | | | **314,433,854** | **323,555,754** | **9,121,900** | **335,320,415** | **11,764,661** |
| 21941 | LHH-Refunding COP-DSF | | Debt Service | 9,253,750 | 9,250,000 | (3,750) | 9,250,500 | 500 |
| | | | Intrafund Transfers Out | | 3,526,986 | 3,526,986 | 21,751,150 | 18,224,164 |
| | | | Unappropriated Rev Retained | 4,596,027 | 1,069,065 | (3,526,962) | | (1,069,065) |
| | | | Transfer Adjustment - Uses | | (3,526,986) | (3,526,986) | (21,751,150) | (18,224,164) |
| **21941 Total** | | | | **13,849,777** | **10,319,065** | **(3,530,712)** | **9,250,500** | **(1,068,565)** |
| 29050 | DPH HCSO | | Non-Personnel Services | | 9,123,994 | 9,123,994 | 9,123,994 | |
| **29050 Total** | | | | **0** | **9,123,994** | **9,123,994** | **9,123,994** | **0** |
| **Operating Total** | | | | **2,432,022,468** | **2,478,972,842** | **46,950,374** | **2,574,851,319** | **95,878,477** |
| **Annual Projects - Authority Control** | | | | | | | | |
| 10010 | GF Annual Authority Ctrl | 16185 | Var Loc-Misc Fac Maint Projs | 756,160 | 793,968 | 37,808 | 833,667 | 39,699 |
| | | 17077 | HC Centralized It | 79,972,549 | 82,846,614 | 2,874,065 | 85,898,162 | 3,051,548 |
| | | 19611 | HC Dph System Wide Security Im | | 300,000 | 300,000 | 300,000 | |
| | | 20324 | Sugar-Sweetened Beverages Tax | 5,948,747 | 5,964,621 | 15,874 | 5,989,654 | 25,033 |
| | | 80000 | EHR Go-Forward Initiative | 34,715,747 | 35,198,932 | 483,185 | 35,788,851 | 589,919 |
| **10010 Total** | | | | **121,393,203** | **125,104,135** | **3,710,932** | **128,810,334** | **3,706,199** |
| 21110 | SFGH-Annual Authority Ctrl | 15783 | HG Misc Fac Maint Proj | 1,792,160 | 1,881,766 | 89,606 | 1,975,854 | 94,088 |
| **21110 Total** | | | | **1,792,160** | **1,881,766** | **89,606** | **1,975,854** | **94,088** |
| 21500 | LHH-Annual Authority Ctrl | 15784 | HL Dph - Facilities Maintenanc | 1,548,370 | 1,625,792 | 77,422 | 1,707,082 | 81,290 |
| **21500 Total** | | | | **1,548,370** | **1,625,792** | **77,422** | **1,707,082** | **81,290** |
| **Annual Projects - Authority Control Total** | | | | **124,733,733** | **128,611,693** | **3,877,960** | **132,493,270** | **3,881,577** |

**Department: DPH Public Health**

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Continuing Projects - Authority Control** | | | | | | | | |
| 10020 | GF Continuing Authority Ctrl | 11159 | HC Dph Civic Center Relocation | 1,500,000 | 8,300,000 | 6,800,000 | | (8,300,000) |
| | | 11181 | HC Local Dental Pilot Project | 29,414 | 29,414 | | 29,414 | |
| | | 11183 | HC Practice Improvement Progra | 2,500,000 | 2,500,000 | | 2,500,000 | |
| | | 17077 | HC Centralized It | 8,780,076 | 8,780,076 | | 8,780,076 | |
| | | 17078 | HC Deemed Approved Off-sale Al | 211,871 | 155,876 | (55,995) | 155,876 | |
| | | 17128 | HB Managed Care | 4,775,053 | 4,775,053 | | 4,775,053 | |
| | | 20826 | HB Mental Health Reform | 920,184 | 920,184 | | 920,184 | |
| | | 21465 | DPH GO Bond Planning | 1,500,000 | | (1,500,000) | | |
| | | 21748 | Reinvestment Initiatives | 15,135,000 | 15,165,000 | 30,000 | 15,615,000 | 450,000 |
| | | 22071 | HN CALAIM Implementation | 2,084,685 | 787,273 | (1,297,412) | | (787,273) |
| | | 22422 | HB Care Court Implementation | | 4,296,304 | 4,296,304 | 2,000,000 | (2,296,304) |
| | | 80000 | EHR Go-Forward Initiative | 5,350,320 | 5,054,631 | (295,689) | 5,355,803 | 301,172 |
| | | 88888 | CoVid PPE & Scarce Resources | 41,400,000 | | (41,400,000) | | |
| **10020 Total** | | | | **84,186,603** | **50,763,811** | **(33,422,792)** | **40,131,406** | **(10,632,405)** |
| 10582 | SR OCOH Nov18 PropCHomelessSvc | 21531 | Mental Health SF | 87,088,800 | 98,059,840 | 10,971,040 | 104,337,292 | 6,277,452 |
| **10582 Total** | | | | **87,088,800** | **98,059,840** | **10,971,040** | **104,337,292** | **6,277,452** |
| 11630 | SR Public Health | 17083 | HC Vital & Health Stats Fd | 130,000 | 130,000 | | 130,000 | |
| | | 17084 | HC Sb 1773 Emergency Medical S | 314,000 | 214,000 | (100,000) | 214,000 | |
| | | 17095 | HC Emergency Med Svc Fund | 314,000 | 214,000 | (100,000) | 214,000 | |
| | | 17099 | HC Tobacco Settlement Project | 1,000,000 | 1,000,000 | | 1,000,000 | |
| | | 17122 | HB Dui Program | 1,000 | 1,000 | | 1,000 | |
| | | 17123 | HB Alcohol Rehab Program | 40,000 | 40,000 | | 40,000 | |
| | | 17156 | HB Prop 63 Mental Health Servi | 72,996,573 | 92,443,919 | 19,447,346 | 78,108,781 | (14,335,138) |
| | | 19522 | HC Southeast Heatlh Ctr-integr | 4,000,000 | | (4,000,000) | | |
| | | 21177 | HC Lead Paint Settlement | 3,375,715 | 3,375,715 | | 3,375,715 | |
| **11630 Total** | | | | **82,171,288** | **97,418,634** | **15,247,346** | **83,083,496** | **(14,335,138)** |
| 11650 | SR Opioid Settlement Fund | 80501 | Opioid Abatement | | 52,690,468 | 52,690,468 | 47,793,638 | (4,896,830) |
| **11650 Total** | | | | **0** | **52,690,468** | **52,690,468** | **47,793,638** | **(4,896,830)** |
| 15384 | CPXCF COP Crit Reprs/Rcv Stmls | 11332 | HL Lhh Water Tank Replacement | | 4,100,000 | 4,100,000 | | (4,100,000) |
| | | 20756 | HL Cooling Center | 975,000 | | (975,000) | | |

## Department: DPH Public Health

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Continuing Projects - Authority Control** | | | | | | | | |
| | | 21798 | DPH ZSFG Childcare Ctr RS | | (1,500,000) | (1,500,000) | | 1,500,000 |
| | | 80442 | DPH-HG Crit Reprs/Rcv Stimls | 11,000,000 | | (11,000,000) | | |
| **15384 Total** | | | | **11,975,000** | **2,600,000** | **(9,375,000)** | **0** | **(2,600,000)** |
| 21120 | SFGH-Continuing Authority Ctrl | 11244 | HG Sfgh Bldg 5 Ff&e And Moving | 2,650,000 | 3,500,000 | 850,000 | | (3,500,000) |
| | | 19542 | HG Sfgh Rebuild Proj-close Out | 7,300,000 | 75,000 | (7,225,000) | | (75,000) |
| | | 19543 | HG Sfgh Rebuild Transition Pla | | 361,412 | 361,412 | | (361,412) |
| | | 22133 | HG Phar Auto Disp Cabinets | 6,888,222 | | (6,888,222) | | |
| | | 22207 | DPHHG Pharmacy Carousel Replac | 450,000 | | (450,000) | | |
| | | 22502 | HG Colonnade Repairs | | 400,000 | 400,000 | | (400,000) |
| | | 22504 | HG Bld5 2M Mechanical Project | | 400,000 | 400,000 | | (400,000) |
| **21120 Total** | | | | **17,288,222** | **4,736,412** | **(12,551,810)** | **0** | **(4,736,412)** |
| 21260 | SFGH-Capital Projects-Other | 10001 | Grants | | 18,359,117 | 18,359,117 | | (18,359,117) |
| **21260 Total** | | | | **0** | **18,359,117** | **18,359,117** | **0** | **(18,359,117)** |
| 21510 | LHH-Continuing Authority Ctrl | 17117 | HL Lhh - Gift Shop | 10,000 | 10,000 | | 10,000 | |
| | | 17120 | HL Lhh - General Store | 32,000 | 32,000 | | 32,000 | |
| | | 20754 | HL Roof Replacement-Admin Bdgs | | | | 200,000 | 200,000 |
| | | 21289 | HL emergency Stair Egress Repa | 250,000 | | (250,000) | | |
| | | 21290 | HL Kitchen Coil Design | | | | 250,000 | 250,000 |
| | | 21666 | HL Admin Bldg Fire Alarm | 250,000 | | (250,000) | | |
| | | 22132 | HL Phar Auto Disp Cabinets | 1,983,828 | | (1,983,828) | | |
| | | 22203 | HL Server Room UPS Replacement | 200,000 | | (200,000) | | |
| | | 22204 | HL Sterilizer Replacement | 150,000 | | (150,000) | | |
| | | 22205 | HL F Wing Structural Damage | | 500,000 | 500,000 | | (500,000) |
| | | 22206 | HL Pharmacy Auto Packagers | | 350,000 | 350,000 | | (350,000) |
| | | 22500 | HL Elev Modern Admin Campus | | | | 500,000 | 500,000 |
| **21510 Total** | | | | **2,875,828** | **892,000** | **(1,983,828)** | **992,000** | **100,000** |
| **Continuing Projects - Authority Control Total** | | | | **285,585,741** | **325,520,282** | **39,934,541** | **276,337,832** | **(49,182,450)** |
| **Grants Projects** | | | | | | | | |
| 11580 | SR Community Health-Grants | 10029323 | HC Public Health Community Out | 101,315 | | (101,315) | | |
| | | 10031565 | PW Castro Mission HlthCtr Reno | 537,462 | | (537,462) | | |

**Department: DPH Public Health**

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Grants Projects** | | | | | | | | |
| | | 10036969 | HD HIV 1V18 2122 The UNC/Emory | 49,032 | | (49,032) | | |
| | | 10037057 | HB SA SA17 2122 STARR Prop 47) | 42,000 | | (42,000) | | |
| | | 10037059 | HD STD PD146 2122 STD UCSF/CPT | 163,275 | | (163,275) | | |
| | | 10037062 | HD STD PD145 2122 UCSF TB Suba | 120,000 | | (120,000) | | |
| | | 10037064 | HC 2122 CALCRG | 174,306 | 174,306 | | 174,306 | |
| | | 10037070 | HD EHS PD108 2122 CDPH Prop 56 | 434,750 | 434,750 | | 434,750 | |
| | | 10037404 | HD ENV2122 PD136 Noxious Weed | 20,221 | | (20,221) | | |
| | | 10037463 | HC PC105 2122 RISE | 141,488 | 141,488 | | 141,488 | |
| | | 10037568 | HD EPR PD157 | 11,300,271 | | (11,300,271) | | |
| | | 10037658 | HD STD PD159 2122 Advancing | 1,350,320 | | (1,350,320) | | |
| | | 10037747 | HD HIV PD158 2223 Integrated V | 318,634 | | (318,634) | | |
| | | 10038050 | HN HIV AO16 2223 HCP SAM | 3,252,038 | | (3,252,038) | | |
| | | 10038051 | HD HIV D134 2223 UCSF-CFAR | 30,078 | | (30,078) | | |
| | | 10038053 | HN HIV AO60 2223 Ryan White P | 325,801 | | (325,801) | | |
| | | 10038055 | HD HIV D123 2223 NHBS | 1,071,620 | | (1,071,620) | | |
| | | 10038056 | HN HIV PD13 2223 RWPA | 16,208,894 | | (16,208,894) | | |
| | | 10038057 | HD TB DC22 2223 Ca Tb Controll | 200,000 | | (200,000) | | |
| | | 10038059 | HD EHS EH15 2223 Beach Water | 30,694 | | (30,694) | | |
| | | 10038060 | HD HIV AO54 2223 UCSF TA 8940 | 47,920 | | (47,920) | | |
| | | 10038061 | HD HIV AO99 2223 Transnational | 44,495 | | (44,495) | | |
| | | 10038062 | HD HIV PD113 2223 UCSF 11580sc | 43,173 | | (43,173) | | |
| | | 10038063 | HD HIV PD121 2223 UCSF 11644sc | 21,404 | | (21,404) | | |
| | | 10038064 | HD HIV PD123 2223 UCSF 11626sc | 70,132 | | (70,132) | | |
| | | 10038065 | HD HIV PD141 2223 SHINE | 20,415 | | (20,415) | | |
| | | 10038066 | HD HIV PD142 2223 Biomedical | 21,587 | | (21,587) | | |
| | | 10038067 | HD HIV IV14 2223 Mandel | 29,169 | | (29,169) | | |
| | | 10038068 | HD HIV PD154 2223 UCSF 12518sc | 18,779 | | (18,779) | | |
| | | 10038069 | HD TB PD17 2223 TB/HIV Control | 925,999 | | (925,999) | | |
| | | 10038070 | HD HIV IV08 2223 Mid-Career | 162,517 | | (162,517) | | |
| | | 10038072 | HD HIV AO98 2223 Western State | 38,735 | | (38,735) | | |

**Department: DPH Public Health**

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Grants Projects** | | | | | | | | |
| | | 10038074 | HD EHS PB02 2223 State CLPPP | 694,082 | | (694,082) | | |
| | | 10038075 | HD HIV AO78 2324 REBOOT | 97,628 | | (97,628) | | |
| | | 10038076 | HD HIV PD117 2223 TORO-SRO | 350,000 | | (350,000) | | |
| | | 10038077 | HD HIV PD118 2223 OD2A Academi | 300,000 | | (300,000) | | |
| | | 10038078 | HD EHS EH16 2223 Pedestrian an | 100,000 | | (100,000) | | |
| | | 10038079 | HD HIV PD124 2223 OD2A Peer | 250,000 | | (250,000) | | |
| | | 10038080 | HD TB PD21 2223 Tuberculosis S | 347,005 | | (347,005) | | |
| | | 10038081 | HD ENV PD143 2223 Strengthenin | 38,766 | | (38,766) | | |
| | | 10038082 | HD HED PH01 2223 Tobacco Free | 1,196,333 | | (1,196,333) | | |
| | | 10038083 | HD STD D141 2223 ELC GC Rapid | 259,831 | | (259,831) | | |
| | | 10038084 | HD HIV PD138 2223 Expanding Ac | 7,380 | | (7,380) | | |
| | | 10038085 | HD HIV PD139 2324 Western Stat | 26,262 | | (26,262) | | |
| | | 10038086 | HD HIV PD152 2223 PRIME | 95,117 | | (95,117) | | |
| | | 10038087 | HD HIV PD161 2223 Mirtazapine | 56,124 | | (56,124) | | |
| | | 10038088 | HD HIV AO86 2223 Leadershp LOC | 85,602 | | (85,602) | | |
| | | 10038089 | HD HIV D128 2223 HVTN Scientif | 126,091 | | (126,091) | | |
| | | 10038090 | HD HIV D119 2223 SF Bay CTU | 134,794 | | (134,794) | | |
| | | 10038091 | HD HIV AO67 2223 HPTN Leadersh | 34,010 | | (34,010) | | |
| | | 10038092 | HD HIV PD111 2223 DoxyPrep | 44,594 | | (44,594) | | |
| | | 10038093 | HD HIV PD112 2223 PrEP-3D | 166,602 | | (166,602) | | |
| | | 10038094 | HD HIV PD155 2223 AMBER SOW | 32,451 | | (32,451) | | |
| | | 10038095 | HD STD CD142 2223, Core Mgmt L | 635,689 | | (635,689) | | |
| | | 10038098 | HN HIV PD140 2223 Ryan White | 1,671,729 | | (1,671,729) | | |
| | | 10038106 | HN MCH 2223 HCMC02 | 1,357,529 | | (1,357,529) | | |
| | | 10038107 | HN MCH 2223 HCPM03 | 8,443,510 | | (8,443,510) | | |
| | | 10038108 | HN MCH PM103 2223 CHVP SGF Inn | 1,000,000 | | (1,000,000) | | |
| | | 10038109 | HD EPR CD113 2223 Pan Flu | 97,498 | | (97,498) | | |
| | | 10038110 | HD EPR PD69 2223 PHEP | 670,591 | | (670,591) | | |
| | | 10038111 | HD EPR PD95 2223 CRI | 195,332 | | (195,332) | | |
| | | 10038112 | HD HIV PD14 2223 State HIV Sur | 728,591 | | (728,591) | | |

**Department: DPH Public Health**

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Grants Projects** | | | | | | | | |
| | | 10038117 | HD HIV PD114 2122 COPING | 51,841 | | (51,841) | | |
| | | 10038118 | HD STD PD126 2223 Hepatitis C | 380,812 | | (380,812) | | |
| | | 10038119 | HD STD PD131-2223 CDPH DPC L | 259,455 | | (259,455) | | |
| | | 10038120 | HB MH AD04 2223 State Vocation | 294,474 | | (294,474) | | |
| | | 10038130 | HB HM M005 2223 Hrsa Title Iv | 100,676 | | (100,676) | | |
| | | 10038132 | HB MH M007 2223 SAMHSA-MHBG | 4,646,586 | | (4,646,586) | | |
| | | 10038133 | HD HIV PD90 2223 SFDPH High Im | 7,119,101 | | (7,119,101) | | |
| | | 10038135 | HD HIV PD151 2223 PS20-2010: I | 3,140,893 | | (3,140,893) | | |
| | | 10038137 | HD EPR AC11 2223 HPP | 316,000 | | (316,000) | | |
| | | 10038138 | HN MCH PM08 2223 WIC | 3,105,913 | | (3,105,913) | | |
| | | 10038140 | HN MCH PM13 2223 NUTRITION | 916,298 | | (916,298) | | |
| | | 10038141 | HN MCH PM14 2223 Foster Care | 813,285 | | (813,285) | | |
| | | 10038143 | HD HIV AO05 2223 MMP | 584,742 | | (584,742) | | |
| | | 10038147 | HN MCH PM05 2223 CHDP | 1,742,363 | | (1,742,363) | | |
| | | 10038162 | HD HIV AO73 2223 SFDPH High Im | 987,545 | | (987,545) | | |
| | | 10038167 | HC HIV PD128 2223 UCSF PTBi | 83,000 | | (83,000) | | |
| | | 10038168 | HN MCH PM02 2223 Black Infant | 2,067,822 | | (2,067,822) | | |
| | | 10038169 | HN MCH PM101 2223 Oral Health | 308,879 | | (308,879) | | |
| | | 10038170 | HN MCH PM102 2223 CA Perinatal | 459,560 | | (459,560) | | |
| | | 10038171 | HD EPI PD29 2223 Immunization | 296,772 | | (296,772) | | |
| | | 10038172 | HD EHS PD116 2223 TobaccoGrant | 350,000 | 350,000 | | 350,000 | |
| | | 10038173 | HD ADM AC13 2223 Enhancing Hea | 300,000 | | (300,000) | | |
| | | 10038175 | HD ENV 2223 PD150 SFDPH DOJ PR | 487,060 | | (487,060) | | |
| | | 10038176 | HC ADM GLSC 2223 RWPC LSYC | 75,700 | | (75,700) | | |
| | | 10038178 | HC ADM GMCK 2223 Mckinney Home | 1,255,850 | | (1,255,850) | | |
| | | 10038179 | HC ADM GTWC 2223 RWPC TWC | 88,800 | | (88,800) | | |
| | | 10038182 | HD STD PD132 2223 CDPH STD Pr | 272,481 | | (272,481) | | |
| | | 10038184 | HD STD PD156 2223 Hellman Foun | 135,000 | | (135,000) | | |
| | | 10038186 | HD HIV 1V18 2223 UNC/Emo itech | 67,173 | | (67,173) | | |
| | | 10038187 | HD HIV PD130 2223 PPrEPmate 21 | 32,061 | | (32,061) | | |

## Department: DPH Public Health

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Grants Projects** | | | | | | | | |
| | | 10038188 | HM109-23 Mental Health Student | 1,572,146 | | (1,572,146) | | |
| | | 10038195 | HD HIV IV24 2223 UCSF 10409sc | 12,216 | | (12,216) | | |
| | | 10038203 | HM111-23 Crisis Care Mobile Un | 646,094 | | (646,094) | | |
| | | 10038204 | HB MH HM107 2223 Early Psychos | 533,342 | | (533,342) | | |
| | | 10038205 | HD HIV PD153 2223 PCORI | 137,039 | | (137,039) | | |
| | | 10038206 | HD STD DC01 2223 Surveillance | 272,898 | | (272,898) | | |
| | | 10038207 | HD STD PD16 2223 Std Preventio | 3,525,391 | | (3,525,391) | | |
| | | 10038322 | HB SA SA102 2223 SABG ARPA | 664,393 | | (664,393) | | |
| | | 10038400 | HD HIV PD164 2223 HPTN | 133,474 | | (133,474) | | |
| | | 10038401 | HD HIV PD163 2223 RWJF Data-to | 84,080 | | (84,080) | | |
| | | 10038413 | HD HIV PD165 2223 UCSF 12855sc | 11,875 | | (11,875) | | |
| | | 10038426 | HB HM HM112 2223 MHBG-Americ | 940,808 | | (940,808) | | |
| | | 10038428 | HD HED CH11-2223 Refugee Healt | 206,881 | | (206,881) | | |
| | | 10038448 | HN HIV PD140 2324 Ryan White | 1,671,027 | | (1,671,027) | | |
| | | 10038566 | HB SA SA103 2223 NACCHO IOPSLL | 340,496 | | (340,496) | | |
| | | 10038569 | HN MCH PM104 2223 CHVP SGF Exp | 329,075 | | (329,075) | | |
| | | 10038574 | HN MCH PM105 FY 2223 CYSHCN | 395,500 | | (395,500) | | |
| | | 10038581 | HB MH HM105 2223 Pre-Trial Fel | 671,861 | | (671,861) | | |
| | | 10038750 | HD STD PD159 2223 Advancing He | 1,347,649 | | (1,347,649) | | |
| | | 10038774 | HD EPR PD168 2123 WFD | 1,189,498 | | (1,189,498) | | |
| | | 10038870 | HD HIV PD169 2223 ONE BALLROOM | 5,875 | | (5,875) | | |
| | | 10038871 | HD HIV PD172 2223 ViiV Interve | 55,255 | | (55,255) | | |
| | | 10038880 | HD HIV PD173 2223 Leveraging | 39,585 | | (39,585) | | |
| | | 10039337 | HD HIV PD151 2324 PS20-2010: I | | 3,197,784 | 3,197,784 | 3,282,590 | 84,806 |
| | | 10039339 | HD STD CD142 2324, Core Mgmt L | | 281,718 | 281,718 | 282,090 | 372 |
| | | 10039340 | HB MH M007 2324 Samhsa-MHBG | | 4,593,470 | 4,593,470 | 4,586,741 | (6,729) |
| | | 10039341 | HB HM M005 2324 Hrsa Title Iv | | 102,205 | 102,205 | 107,343 | 5,138 |
| | | 10039347 | HB MH HM105 2324 Pre-Trial Fel | | 737,671 | 737,671 | | (737,671) |
| | | 10039348 | HD STD PD156 2324 Hellman Foun | | 135,000 | 135,000 | 135,000 | |

**Department: DPH Public Health**

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Grants Projects** | | | | | | | | |
| | | 10039350 | HD HIV PD153 2324 PCORI | | 171,372 | 171,372 | 177,330 | 5,958 |
| | | 10039356 | HD HIV AO73 2324 SFDPH High Im | | 990,520 | 990,520 | 990,520 | |
| | | 10039358 | HD HED PH01 2324 Tobacco Free | | 984,491 | 984,491 | 812,017 | (172,474) |
| | | 10039362 | HB MH AD04 2324 State Vocation | | 265,175 | 265,175 | 264,904 | (271) |
| | | 10039363 | HD HIV D134 2324 UCSF-CFAR | | 99,314 | 99,314 | 99,314 | |
| | | 10039365 | HD HIV AO54 2324 UCSF TA 8940 | | 57,730 | 57,730 | 56,351 | (1,379) |
| | | 10039367 | HM109-24 Mental Health Student | | 1,627,176 | 1,627,176 | 1,634,360 | 7,184 |
| | | 10039374 | HM111-24 Crisis Care Mobile Un | | 530,501 | 530,501 | 526,983 | (3,518) |
| | | 10039375 | HB MH HM107 2324 Early Psychos | | 522,924 | 522,924 | 522,924 | |
| | | 10039376 | HB HM HM112 2324 MHBG-Americ | | 1,073,434 | 1,073,434 | 1,108,009 | 34,575 |
| | | 10039377 | HN HIV AO60 2324 Ryan White P | | 325,801 | 325,801 | 325,801 | |
| | | 10039378 | HD AO16 2324 HIV Care Program | | 3,260,304 | 3,260,304 | 3,259,535 | (769) |
| | | 10039379 | HD HIV PD90 2324 SFDPH High Im | | 5,008,377 | 5,008,377 | 5,008,377 | |
| | | 10039380 | HD HIV AO05 2324 MMP | | 582,307 | 582,307 | 582,307 | |
| | | 10039381 | HD HIV PD14 2324 State HIV Sur | | 715,084 | 715,084 | 715,084 | |
| | | 10039382 | HD STD PD131-2324 CDPH DPC L | | 259,455 | 259,455 | 259,455 | |
| | | 10039384 | HD HIV D123 2324 NHBS | | 1,254,648 | 1,254,648 | 1,253,920 | (728) |
| | | 10039386 | HD HIV PD113 2324 UCSF 11580sc | | 43,173 | 43,173 | 43,173 | |
| | | 10039387 | HD STD PD132 2324 CDPH STD Pr | | 369,754 | 369,754 | 369,754 | |
| | | 10039390 | HD STD D141 2324 ELC GC Rapid | | 422,064 | 422,064 | 422,064 | |
| | | 10039391 | HD HIV PD121 2324 UCSF 11644sc | | 21,404 | 21,404 | 21,404 | |
| | | 10039393 | HD STD DC01 2324 Surveillance | | 250,000 | 250,000 | 250,000 | |
| | | 10039394 | HD HIV PD123 2324 UCSF 11626sc | | 70,132 | 70,132 | 70,132 | |
| | | 10039396 | HD HIV IV14 2324 Mandel | | 29,169 | 29,169 | 29,169 | |
| | | 10039397 | HD STD PD16 2324 Std Preventio | | 3,469,838 | 3,469,838 | 3,469,838 | |
| | | 10039399 | HD STD PD126 2324 Hepatitis C | | 380,812 | 380,812 | 380,812 | |
| | | 10039400 | HD HIV PD154 2324 UCSF 12518sc | | 18,779 | 18,779 | 18,779 | |
| | | 10039401 | HD HIV IV08 2324 Mid-Career | | 204,252 | 204,252 | 203,114 | (1,138) |
| | | 10039402 | HD HIV AO78 2425 REBOOT | | 100,865 | 100,865 | 103,280 | 2,415 |
| | | 10039403 | HD HIV PD118 2324 OD2A Academi | | 300,000 | 300,000 | 300,000 | |

## Department: DPH Public Health

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Grants Projects** | | | | | | | | |
| | | 10039404 | HD PD180-24 Future of Public | | 4,534,040 | 4,534,040 | 3,940,078 | (593,962) |
| | | 10039405 | HD HIV PD124 2324 OD2A Peer | | 250,000 | 250,000 | 250,000 | |
| | | 10039406 | HD TB DC22 2324 Ca Tb Controll | | 243,945 | 243,945 | 243,945 | |
| | | 10039407 | HD TB PD17 2324 TB/HIV Control | | 976,318 | 976,318 | 976,318 | |
| | | 10039409 | HD HIV PD138 2324 Expanding Ac | | 7,380 | 7,380 | 7,380 | |
| | | 10039410 | HD HIV PD139 2425 Western Stat | | 26,262 | 26,262 | 26,262 | |
| | | 10039411 | HD HIV PD152 2324 PRIME | | 97,262 | 97,262 | 98,763 | 1,501 |
| | | 10039412 | HD TB PD21 2324 Tuberculosis S | | 337,200 | 337,200 | 337,200 | |
| | | 10039413 | HD HIV PD161 2324 Mirtazapine | | 56,124 | 56,124 | 56,124 | |
| | | 10039415 | HD HIV AO86 2324 Leadershp LOC | | 88,065 | 88,065 | 89,349 | 1,284 |
| | | 10039416 | HD HIV D128 2324 HVTN Scientif | | 158,956 | 158,956 | 162,002 | 3,046 |
| | | 10039418 | HD HIV D119 2324 SF Bay CTU | | 162,435 | 162,435 | 177,793 | 15,358 |
| | | 10039419 | HD HIV PD158 2324 Integrated | | 316,125 | 316,125 | 315,923 | (202) |
| | | 10039420 | HD HIV AO67 2324 HPTN Leadersh | | 38,120 | 38,120 | 37,554 | (566) |
| | | 10039422 | HD HIV PD111 2324 DoxyPrep | | 44,594 | 44,594 | 44,594 | |
| | | 10039423 | HD CH12 2324 ASHS | | 226,000 | 226,000 | 226,000 | |
| | | 10039424 | HD HIV PD112 2324 PrEP-3D | | 166,602 | 166,602 | 166,602 | |
| | | 10039425 | HD HIV PD155 2324 AMBER SOW | | 32,451 | 32,451 | 32,451 | |
| | | 10039426 | HD HIV PD114 2223 COPING | | 51,841 | 51,841 | 51,841 | |
| | | 10039429 | HD HED CH11-2324 RHAP | | 324,061 | 324,061 | 324,061 | |
| | | 10039431 | HD HIV PD163 2324 RWJF Data-to | | 84,080 | 84,080 | 84,080 | |
| | | 10039437 | HD HIV PD164 2324 HPTN | | 133,474 | 133,474 | 133,474 | |
| | | 10039439 | HD HIV PD165 2324 UCSF 12855sc | | 11,875 | 11,875 | 11,875 | |
| | | 10039440 | HD HIV PD169 2324 ONE BALLROOM | | 5,875 | 5,875 | 5,875 | |
| | | 10039442 | HD HIV PD172 2324 ViiV Interve | | 55,255 | 55,255 | 55,255 | |
| | | 10039443 | HD HIV PD173 2324 Leveraging | | 39,585 | 39,585 | 39,585 | |
| | | 10039444 | HD HIV PD174 2324 PROTECT | | 22,810 | 22,810 | 22,810 | |
| | | 10039445 | HD HIV PD175 2324 UCSF 12668sc | | 43,611 | 43,611 | 43,611 | |
| | | 10039447 | HD HIV PD176 2324 UCSF 13199sc | | 15,207 | 15,207 | 15,207 | |

**Department: DPH Public Health**

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Grants Projects** | | | | | | | | |
| | | 10039448 | HD HIV PD178 2324 BLISS | | 205,679 | 205,679 | 235,470 | 29,791 |
| | | 10039459 | HD ENV PD143 2324 Strengthenin | | 39,746 | 39,746 | 39,746 | |
| | | 10039461 | HN MCH PM105 FY 2324 CYSHCN | | 395,500 | 395,500 | 395,500 | |
| | | 10039464 | HD HIV PD179 2324 UCSF 13184sc | | 14,193 | 14,193 | 14,193 | |
| | | 10039466 | HD EHS PB02 2324 State CLPPP | | 891,290 | 891,290 | 895,748 | 4,458 |
| | | 10039467 | HN HIV PD13 2324 RWPA | | 16,277,425 | 16,277,425 | 16,317,041 | 39,616 |
| | | 10039487 | HD HIV AO99 2324 Transnational | | 44,461 | 44,461 | 44,937 | 476 |
| | | 10039488 | HD HIV PD141 2324 SHINE | | 20,415 | 20,415 | 20,415 | |
| | | 10039489 | HD HIV PD142 2324 Biomedical | | 21,587 | 21,587 | 21,587 | |
| | | 10039490 | HD HIV AO98 2324 Western State | | 38,713 | 38,713 | 39,025 | 312 |
| | | 10039491 | HD ENV2425 PD136 Noxious Weed | | 44,630 | 44,630 | 44,640 | 10 |
| | | 10039492 | HN HIV PD140 2425 Ryan White | | 3,639,909 | 3,639,909 | 2,191,310 | (1,448,599) |
| | | 10039503 | HN MCH 2324 HCMC02 | | 1,367,293 | 1,367,293 | 1,367,946 | 653 |
| | | 10039504 | HN MCH PM02 2324 Black Infant | | 2,252,216 | 2,252,216 | 2,256,250 | 4,034 |
| | | 10039506 | HN MCH 2324 HCPM03 | | 8,380,255 | 8,380,255 | 8,301,099 | (79,156) |
| | | 10039510 | HN MCH PM101 2324 Oral Health | | 308,879 | 308,879 | 308,879 | |
| | | 10039513 | HN MCH PM102 2324 CA Perinatal | | 459,560 | 459,560 | 459,560 | |
| | | 10039516 | HN MCH PM103 2324 CHVP SGF Inn | | 1,000,000 | 1,000,000 | 1,000,000 | |
| | | 10039517 | HN MCH PM104 2324 CHVP SGF Exp | | 329,075 | 329,075 | 329,075 | |
| | | 10039519 | HD EPR CD113 2324 Pan Flu | | 99,821 | 99,821 | 97,203 | (2,618) |
| | | 10039520 | HD EPR PD69 2324 PHEP | | 712,140 | 712,140 | 736,158 | 24,018 |
| | | 10039521 | HD EPR PD95 2324 CRI | | 195,536 | 195,536 | 195,538 | 2 |
| | | 10039522 | HD EPI PD29 2324 Immunization | | 301,282 | 301,282 | 309,519 | 8,237 |
| | | 10039523 | HC ADM GLSC 2324 RWPC LSYC | | 75,700 | 75,700 | 75,700 | |
| | | 10039524 | HC ADM GMCK 2324 Mckinney Home | | 1,255,850 | 1,255,850 | 1,255,850 | |
| | | 10039526 | HC ADM GTWC 2324 RWPC TWC | | 88,800 | 88,800 | 88,800 | |
| | | 10039528 | HD ADM AC13 2324 Enhancing Hea | | 300,000 | 300,000 | 300,000 | |
| | | 10039529 | HD ENV 2324 PD150 SFDPH DOJ PR | | 487,060 | 487,060 | | (487,060) |
| | | 10039538 | HD EHS EH15 2324 Beach Water | | 29,225 | 29,225 | 29,225 | |
| | | 10039547 | HD EPR AC11 2324 HPP | | 300,290 | 300,290 | 300,290 | |

## Department: DPH Public Health

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Grants Projects** | | | | | | | | |
| | | 10039552 | HN MCH PM08 2324 WIC | | 3,028,924 | 3,028,924 | 3,029,019 | 95 |
| | | 10039553 | HN MCH PM05 2324 CHDP | | 1,590,585 | 1,590,585 | 1,644,992 | 54,407 |
| | | 10039554 | HN MCH PM13 2324 NUTRITION | | 921,750 | 921,750 | 921,750 | |
| | | 10039555 | HN MCH PM14 2324 Foster Care | | 825,436 | 825,436 | 849,478 | 24,042 |
| | | 10039556 | HB SA SA102 2324 SABG ARPA | | 1,574,980 | 1,574,980 | 1,574,980 | |
| | | 10039633 | HD CH13-24 RHPP | | 74,328 | 74,328 | 74,328 | |
| | | 10039685 | BHCIP Round 3: Launch Ready | | 6,774,965 | 6,774,965 | | (6,774,965) |
| | | 10039759 | PD185-24 STD SOS | | 889,417 | 889,417 | 889,417 | |
| | | 10039760 | HD HIV PD183 2324 ASTHO OPPR | | 20,000 | 20,000 | 20,000 | |
| | | 10039783 | HD ADM PD186-24 Project INVEST | | 3,593,597 | 3,593,597 | 3,654,656 | 61,059 |
| | | 10039878 | LAB PD187 2324 CDPH - LabAspi | | 44,450 | 44,450 | 44,450 | |
| | | 10039892 | PD HIV PD188 2324 UCSF Bay Ar | | 69,259 | 69,259 | 69,259 | |
| | | 10039973 | HB SA104 FY 2324 SABG Block Gr | | 8,913,363 | 8,913,363 | 8,913,363 | |
| | | 10040036 | HN WPC WP101 2324 PATH CITED | | 3,862,930 | 3,862,930 | 3,862,930 | |
| | | 10040040 | HN PC PC109 FY2324 PCORI HSII | | 485,606 | 485,606 | | (485,606) |
| | | 10040041 | HN PC PC110 FY2324 Primary Car | | 1,200,000 | 1,200,000 | | (1,200,000) |
| | | 10040050 | HB MH HM114 2324 Behavioral He | | 32,265,440 | 32,265,440 | 32,265,440 | |
| | | 10040052 | HN WPC WP102 FY 2324 HHIP | | 3,375,884 | 3,375,884 | 3,375,884 | |
| | | 10040089 | HB SA105 FY 2426 CCE Treasure | | 9,500,000 | 9,500,000 | | (9,500,000) |
| | | 10040211 | HD STD PD192 2324 CDC-ELC | | 148,691 | 148,691 | | (148,691) |
| | | 10040218 | HD STD PD193 2324 PS20-2010: | | 200,000 | 200,000 | | (200,000) |
| | | 10040235 | HB HM HM115 2324 Community Car | | 7,431,615 | 7,431,615 | | (7,431,615) |
| **11580 Total** | | | | **102,086,265** | **168,474,550** | **66,388,285** | **139,609,680** | **(28,864,870)** |
| 14820 | SR ETF-Gift | 10035431 | HN Safety Net | | 120,000 | 120,000 | 120,000 | |
| | | 10036449 | 2020 Epic for FQHCs Program | | 135,000 | 135,000 | 135,000 | |
| **14820 Total** | | | | **0** | **255,000** | **255,000** | **255,000** | **0** |
| **Grants Projects Total** | | | | **102,086,265** | **168,729,550** | **66,643,285** | **139,864,680** | **(28,864,870)** |
| **Work Orders/Overhead** | | | | | | | | |
| 10060 | GF Work Order | 207703 | HBH Behavioral Health | 25,394,439 | 25,657,468 | 263,029 | 24,407,667 | (1,249,801) |
| | | 207705 | HNS Health Network Services | 13,120,073 | 12,939,150 | (180,923) | 12,939,150 | |

**Department: DPH Public Health**

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Work Orders/Overhead** | | | | | | | | |
| | | 240642 | HPC Primary Care | 1,885,094 | 1,944,736 | 59,642 | 1,944,736 | |
| | | 240661 | HPH Population Health Division | 7,203,364 | 7,380,964 | 177,600 | 7,291,403 | (89,561) |
| | | 251961 | HAD Public Health Admin | 1,017,079 | 1,328,230 | 311,151 | 1,353,159 | 24,929 |
| **10060 Total** | | | | **48,620,049** | **49,250,548** | **630,499** | **47,936,115** | **(1,314,433)** |
| 21550 | LHH-Work Order Fund | 240649 | HLH Laguna Honda Hospital | 229,950 | | (229,950) | | |
| **21550 Total** | | | | **229,950** | **0** | **(229,950)** | **0** | **0** |
| **Work Orders/Overhead Total** | | | | **48,849,999** | **49,250,548** | **400,549** | **47,936,115** | **(1,314,433)** |
| **Continuing Projects - Project Control** | | | | | | | | |
| 21131 | SFGH-OPERATING GRANTS-STATE | 10039989 | HG COVID19 Test 2 Treat Equity | | 496,065 | 496,065 | | (496,065) |
| **21131 Total** | | | | **0** | **496,065** | **496,065** | **0** | **(496,065)** |
| 21132 | SFGH-OPERATING GRANTS-PRIVATE | 10036351 | Addiction Med. T Expan -ZSFG | 1,088,193 | | (1,088,193) | | |
| | | 10037612 | ZSFG Patient Care Qual R2 FY23 | 155,137 | | (155,137) | | |
| | | 10038608 | HG GED Implementation at ZSFG | 1,339,039 | | (1,339,039) | | |
| | | 10038609 | HG GED Implementation at ZSFG | | 1,497,930 | 1,497,930 | | (1,497,930) |
| | | 10038610 | HG GED Implementation at ZSFG | | | | 1,458,730 | 1,458,730 |
| | | 10038612 | HG TMBH Fund Round 2 | 1,150,000 | | (1,150,000) | | |
| | | 10038613 | HG Health Advocates Prog | 15,000 | | (15,000) | | |
| | | 10038614 | HG Social Med COVID19 at ZSFG | 100,000 | | (100,000) | | |
| | | 10038615 | HG Solid Start Program | 755,260 | | (755,260) | | |
| | | 10039876 | HG Equity&Innovation (Hearts) | | 721,847 | 721,847 | | (721,847) |
| | | 10039879 | HG Pediatrics-Children's HLTH | | 256,786 | 256,786 | | (256,786) |
| | | 10039880 | HG SolidStarts Initiative FY24 | | 308,905 | 308,905 | | (308,905) |
| | | 10039881 | HG Nursing General Account | | 50,735 | 50,735 | | (50,735) |
| | | 10039882 | HG Social Med-Physic. Consult | | 186,548 | 186,548 | | (186,548) |
| | | 10039912 | HG Child Truma Research Prog | | 918,000 | 918,000 | | (918,000) |
| | | 10040037 | HG CTRP Covid-19 Tech Support | | 132,547 | 132,547 | | (132,547) |
| | | 10040230 | HG EHI-SM Opioid Use Disorder | | 50,000 | 50,000 | | (50,000) |
| | | 10040246 | HG OB/GYN Dept. Program | | 311,557 | 311,557 | | (311,557) |
| **21132 Total** | | | | **4,602,629** | **4,434,855** | **(167,774)** | **1,458,730** | **(2,976,125)** |
| 21270 | SFGH-Capital Projects-State | 10040228 | HG Intensive Youth Behav. HLTH | | 33,735,105 | 33,735,105 | | (33,735,105) |

## Department: DPH Public Health

| Fund Code | Fund Title | Code | Title | 2022-23 Original Budget | 2023-24 Recommended Budget | 2023-24 Change From 2022-23 | 2024-25 Recommended Budget | 2024-25 Change From 2023-24 |
|---|---|---|---|---|---|---|---|---|
| **Continuing Projects - Project Control** | | | | | | | | |
| **21270 Total** | | | | **0** | **33,735,105** | **33,735,105** | **0** | **(33,735,105)** |
| 21680 | LHH-OP Grants-State | 10040223 | HL Infection Control Grant | | 1,891,062 | 1,891,062 | | (1,891,062) |
| **21680 Total** | | | | **0** | **1,891,062** | **1,891,062** | **0** | **(1,891,062)** |
| **Continuing Projects - Project Control Total** | | | | **4,602,629** | **40,557,087** | **35,954,458** | **1,458,730** | **(39,098,357)** |
| **Total Uses of Funds** | | | | **2,997,880,835** | **3,191,642,002** | **193,761,167** | **3,172,941,946** | **(18,700,056)** |

# City and County of San Francisco
# Tails
# Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

**File Number:** 230644 **Date Passed:** July 25, 2023

Budget and Appropriation Ordinance appropriating all estimated receipts and all estimated expenditures for Departments of the City and County of San Francisco as of June 1, 2023, for the Fiscal Years (FYs) ending June 30, 2024, and June 30, 2025.

June 16, 2023 Budget and Appropriations Committee - CONTINUED

June 15, 2023 Budget and Appropriations Committee - CONTINUED

June 14, 2023 Budget and Appropriations Committee - CONTINUED

June 28, 2023 Budget and Appropriations Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

June 28, 2023 Budget and Appropriations Committee - RECOMMENDED AS AMENDED

July 11, 2023 Board of Supervisors - CONTINUED ON FIRST READING

Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Safai, Stefani and Walton
Excused: 1 - Ronen

July 18, 2023 Board of Supervisors - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

Ayes: 11 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

July 18, 2023 Board of Supervisors - PASSED ON FIRST READING AS AMENDED

Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Ronen, Safai, Stefani and Walton
Noes: 1 - Preston

July 25, 2023 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Ronen, Safai, Stefani and Walton
Noes: 1 - Preston

File No. 230644

**I hereby certify that the foregoing Ordinance was FINALLY PASSED on 7/25/2023 by the Board of Supervisors of the City and County of San Francisco.**

**Angela Calvillo**
**Clerk of the Board**

**London N. Breed**
**Mayor**

7/27/23

**Date Approved**

City and County of San Francisco
London N. Breed
Mayor

**San Francisco Department of Public Health**
Grant Colfax, MD
Director of Health

# Memorandum

**To:** Honorable Members of the Board of Supervisors

**From**: San Francisco Department of Public Health

**Date:** Thursday, February 1, 2024

**Re:** Accept and Expend California Department of Public Health – California Behavioral Health Continuum Infrastructure Program (BHCIP) Round 4: Children and Youth - $33,736,105

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This item is retroactive due to discussions between the City Attorney's Office and the Advocates for Human Potential, Inc. (AHP) on non-standard terms within AHP's standardized grant agreement.

This Resolution seeks retroactive authorization for the Department of Public Health (DPH) to accept nonstandard terms in the California Behavioral Health Continuum Infrastructure Program (BHCIP) grant agreement from the California Department of Public Health (CDPH) through the third-party administrator, Advocates for Human Potential, Inc. (AHP).

On December 1, 2022, DPH received the award letter from CDPH. The grant funds were budgeted through the Annual Appropriations Ordinance (AAO) for fiscal year 2023-2024 which is documented in File #230664. Due to a change in procedure where the CDPH engaged a 3rd party entity (AHP) to be the administrator, the agreement template from the 3rd party entity was received on April 27, 2023, from AHP. The agreement template was forwarded to the City Attorney's office for review on May 5, 2023.

After discussions between CAT and AHP on non-standard terms in the agreement, it was decided by DPH to accept the non-standard terms and to forward the agreement to the Board of Supervisors for approval. We humbly request retroactive authorization for this item. Please contact Greg Wong, grants analyst, at greg.wong@sfdph.org for any questions about this request for retroactive authorization.

| | |
|---|---|
| **From:** | Trejo, Sara (MYR) |
| **To:** | BOS Legislation, (BOS) |
| **Cc:** | Albert, Reanna (DPH); Validzic, Ana (DPH); Hiramoto, Kelly (DPH); Paulino, Tom (MYR) |
| **Subject:** | Mayor -- Resolution -- BHCIP Round 4 Grant |
| **Date:** | Tuesday, February 6, 2024 2:40:50 PM |
| **Attachments:** | 0. BHCIP Round 4 AHP Memo.pdf<br>1. BHCIP Round 4 AHP Proposed Resolution.pdf<br>2. BHCIP Round 4 AHP Proposed Resolution.doc<br>3. BHCIP Round 4 AHP Prog Funding Agreement.pdf<br>4. Leg Final Ord 144-23 Budget-Approp DPH-BHCIP 7.27.23.pdf<br>5. DPH AOA Spreadsheet.pdf<br>6. Original Grant App SF Intensive Youth Behavioral Health Services App ID 415941.pdf<br>7. Notice of Award Dec. 2022.pdf |

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Hello Clerks,

Attached is a Resolution retroactively authorizing the Department of Public Health to enter into a Grant Agreement for a term commencing on execution of the Grant Agreement, through June 30, 2027, between the City and County of San Francisco ("City"), acting by and through its Department of Public Health ("DPH"), and Advocates for Human Potential, Inc., having anticipated revenue to the City of $33,736,105 for construction at 1001 Potrero Avenue, Building 5, Wards 6B and 7A; including a Permitted and Restricted Use; authorizing the Grantor to apply for a Receiver in the event of the City's default; and authorizing DPH to enter into amendments or modifications to the Grant Agreement that do not materially increase the obligations or liabilities of the City and are necessary to effectuate the purpose of the Grant.

Best regards,

**Sara Trejo**
Legislative Aide
Office of the Mayor
City and County of San Francisco
415.554.6141 | sara.trejo@sfgov.org