

FACILITY ACCESS AGREEMENT (2 Party Agreement)

STATEMENT OF INTENT

The purpose of this Facility Access Agreement (this “**Agreement**”) is to provide the **Department of Health Care Services (“DHCS”)**, a political subdivision of the State, the **County of Fresno (“FRESNO”)** and any of their authorized representatives, with access pursuant to that certain Subcontract Agreement (as defined in Section 1, infra) by and between Advocates for Human Potential, Inc., a Massachusetts corporation (“**AHP**”) and **County of Fresno**, a political subdivision of State of California (“**Subcontractor**”), with respect to those certain properties to be added to the Program (as defined infra) in the County of Fresno, State of California, as set forth on “**Attachment A**” attached hereto and made a part hereof. The Attachment A property or properties are referred to collectively herein as the “**Property**.” Subcontractor has received funding through the **Behavioral Health Bridge Housing (“BHBH”) Program (the “BHBH Program” or “Program”)**.

The Parties to this Agreement are Fresno as Subcontractor, and DHCS, (collectively referred to as the “**Parties**”).

The Subcontractor agree(s) to the following terms to provide information and documents to DHCS, or its authorized representatives, as outlined in this Agreement. The Subcontractor agree(s) to provide both (1) access for DHCS to the Property; and (2) the information outlined in this Agreement, to enable DHCS, or its authorized representatives, to confirm Subcontractor compliance with BHBH Program requirements and restrictions, as well as applicable federal regulations.

This Agreement is entered into as a condition of receipt of BHBH Program funds, and Subcontractor will comply with this Agreement for the period of the Access Term, defined in Section 2 of this Agreement.

1. BACKGROUND

DHCS oversees the BHBH Program and awards funds via competitive processes to qualified entities to provide bridge housing for individuals experiencing homelessness and serious behavioral health conditions in the State of California.

DHCS awarded the Subcontractor BHBH Program funds to acquire, expand, or construct certain improvements (the “**Subcontractor’s Project**”) on the Property and to operate the specific type of behavioral health facilities (the “**Facility**”) identified in Subcontractor’s BHBH Program application on the Property and within the Facility following the completion of the Subcontractor’s Project.

As part of DHCS' award to Subcontractor, Subcontractor entered into that certain contract with Advocates for Human Potential, Inc., a Massachusetts corporation ("**AHP**"), which is acting as DHCS' program administrator to administer BHBH Program grants, to undertake Subcontractor's Project (the "**Subcontract Agreement**").

This Agreement between the Parties provides additional obligations and commitments as a condition of receiving all funds under the Subcontract Agreement, and in order to comply with the requirements of the statutes and requirements governing the BHBH Program.

2. APPLICABILITY OF BHBH PROGRAM AND AGREEMENT

It is the intent of the Parties that they, and any subsequent owners of the Property, continue to be bound by the requirements of the BHBH Program statutes and this Agreement, from the effective date of the Subcontractor Agreement to June 30, 2027 ("**Access Term**").

3. OBLIGATIONS

For a minimum of the Access Term, Subcontractor shall:

- A. Ensure that the Facility operates in compliance with Agreement requirements;
- B. Provide bridge housing for individuals experiencing homelessness and serious behavioral health conditions;
- C. Maintain all books, accounting records, client records, and documents in accordance with the requirements set forth in this Agreement;
- D. Provide DHCS and their authorized representatives, access to the Property, the Facility, books, accounting records, client records, and documents in accordance with the requirements set forth in this Agreement; and
- E. Require, as a condition of sale, that any subsequent owners of the Property comply with the terms of this Agreement, if the Subcontractor transfers ownership of the Facility at any time during the Access Term.

Following the Access Term, the Property must continue to be used for a public purpose as defined in Section 8, regardless of ownership.

4. SERVICE LOCATION

The services will be performed only at the Property or Properties identified in Attachment A.

5. SERVICE HOURS

The services will be provided during normal working hours and days unless otherwise identified in the Statement of Work in the Subcontract Agreement.

6. PROJECT REPRESENTATIVES

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

Department of Health Care Services Contract/Grant Manager: Ilana Rub , Behavioral Health Bridge Housing Section Chief, Community Services Division Telephone: 915-552-9690 Email: Ilana.Rub@dhcs.ca.gov	County of Fresno Name: Garry Bredefeld Title: Chairman of the Board of Supervisors Telephone: 559-600-7664 Email: gbredefeld@fresnocountyca.gov
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B. Direct all inquiries to:

Department of Health Care Services State of California Department of Health Care Services Attention: Behavioral Health Expansion Branch, Community Services Division 1501 Capitol Avenue, MS 2633 Sacramento, CA 95814 Telephone: 916-552-9690 Email: Ilana.Rub@dhcs.ca.gov	County of Fresno Attention: Susan Holt Telephone: 559-600-9058 Email: sholt@fresnocountyca.gov
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C. The Parties may make changes to the information above by giving written notice to the other Parties. Said changes will not require an amendment to this Agreement but shall be communicated in writing to the other Parties, as applicable, within three (3) business days.

With copy to: 1925 East Dakota Avenue, Fresno, California 93726, United States

7. SERVICES TO BE PERFORMED

A. Operation of the Bridge Housing:

For a minimum of the Access Term, the Subcontractor will comply with the following requirements:

1. Operate the Facility or housing unit(s) in accordance with all applicable requirements in this Agreement; and

2. Operate the Bridge Housing identified in the BHBH “**Program Settings Worksheet (f/k/a Program Plan)**”, hereinafter “Program Settings Worksheet” as defined in the Subcontract Agreement and approved by DHCS, and serve the populations identified in Subcontractor’s BHBH Program Settings Worksheet, approved by DHCS, unless otherwise approved by DHCS in the manner described in Section 7.B. below.

B. Change in Facility Use

If the Subcontractor wants to change the type of Bridge Housing that is operated on the Property or to change or expand populations to be served by the Facility, then the Subcontractor must submit a written request to DHCS prior to making such a change.

DHCS has absolute discretion to permit or deny the request and may require the Subcontractor to provide additional information to evaluate the Subcontractor’s request.

C. Record Retention

1. The Subcontractor will 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 Access Term, including any matching costs and expenses. The foregoing constitutes “records” for the purpose of this provision.
2. The Subcontractor’s records and the Property’s and Facility’s records will be subject at all reasonable times to inspection, audit, and reproduction by authorized representatives of the State, including DHCS, or its authorized representatives.
3. The Subcontractor agree(s) that departments authorized to represent the State (including DHCS, the Department of Finance or its authorized representatives, and the Bureau of State Audits or their designated representatives) have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Subcontractor agree(s) to allow these 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 Parties agree to include a similar right of the State, including DHCS, or its authorized representatives, and County 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 Subcontractor will preserve and make available their records for a period of five (5) years from the expiration of this Agreement, or for such longer period, if any, as is required by applicable statute, or 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 5-year period, the records will be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

- D. The Subcontractor may, at their 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 Subcontractor will 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.

E. DHCS Monitoring

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

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

If at any time during the Access Term, the Subcontractor determines to sell, gift, or otherwise transfer ownership of the Property, in whole or in part, the Subcontractor will ensure that, as a condition of the ownership transfer, the subsequent owner of the Property complies with the terms of this Agreement, including entering into an amendment to or the execution of a new Facility Access Agreement with the subsequent owner of the Property.

Prior to finalizing any transfer of ownership of the Property, the Subcontractor shall submit a request that DHCS approve a formal amendment to this Agreement to assign the obligations under this Agreement to the subsequent owner of the Property.

G. Notwithstanding any provision to the contrary, this Agreement is not assignable by the Subcontractor, either in whole or in part, without the express written consent of DHCS, which consent may be withheld in DHCS' sole discretion.

H. Remedies

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

1. Direct AHP to temporarily withhold any 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 BHBH Program award;
4. Withhold or deny further BHBH Program awards to the Subcontractor;
5. Require the forfeit and return of all or part of the BHBH Program funds, including any interest thereon;
6. Require the forfeit and return of all unused BHBH Program funds, including any interest thereon; and/or
7. Terminate the Subcontract Agreement.

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

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

8. USE OF PROPERTY FOR BEHAVIORAL HEALTH PUBLIC PURPOSE

For real property acquired or improved by a county grantee or tribal grantee under the Behavioral Health Bridge Housing (BHBH) Program, and upon satisfactory completion of all program requirements through June 30, 2027, DHCS authorizes the applicable grantee to retain such property.

The grantee agrees that the property shall continually be used solely for a public purpose. The grantee shall not sell, transfer, lease, or otherwise dispose of the property unless such disposition is conditioned upon the continued use of the property for a public purpose. The grantee shall

ensure that this condition is expressly stated in any instrument or agreement governing the transfer. Notwithstanding any transfer of the property or the expiration or termination of this Agreement, the grantee shall remain liable for ensuring compliance with this provision. DHCS retains all rights and remedies available under this Agreement, at law, or in equity in the event of any breach of this provision, including requiring the grantee to return or transfer title to the property to DHCS.

DHCS has no obligation to monitor, inspect, or oversee the use, maintenance, or disposition of the Property but retains the rights to do so. Any monitoring, inspection, or review conducted by DHCS is solely at its discretion and for its own purposes. The absence of such monitoring does not waive any rights or remedies of DHCS under this Agreement or applicable law. DHCS shall not be liable for any misuse, waste, damage, or mismanagement of the property by the grantee or any other party.

“Public Purpose” means a use or activity that primarily and directly promotes the behavioral health of the community and that is consistent with all applicable constitutional, statutory, and regulatory limitations on the use of public funds, including the prohibition against gifts of public funds pursuant to Article XVI, Section 6 of the California Constitution.

All provisions in this Section 8 shall survive the expiration or termination of this Agreement.

9. AMERICANS WITH DISABILITIES ACT

The Parties agree to ensure that the deliverables developed and produced pursuant to this Agreement will 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.*), as amended. 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 Access Agreement is signed by a representative of each of the Parties, who by signing warrants that they have the requisite authority to enter into this Agreement on behalf of the Party. This Agreement will be effective as of the date that the complete document is signed by all Parties, or the date that the Subcontract Agreement goes into effect, whichever date is later.

COUNTY OF FRESNO



Garry Bredefeld, Chairman of the Board
of Supervisors of the County of Fresno

Date July 14, 2020

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

DHCS Representative Signature
Ilana Rub
Assistant Division Chief

Date

Attachment A

Attachment A shall include, and incorporate into this Agreement, the address(es) set forth below, *together with additional property addresses as may be added/amended from time to time*, into the approved Program Settings Worksheet of record for Subcontractor.

This Attachment A shall effectively be considered updated as and when updates to Subcontractor's Program Settings Worksheet are approved by DHCS. Accordingly, approved changes to the Program Settings Worksheet by DHCS shall be binding on the Parties for purposes of this Agreement and shall not require a formal Amendment or Modification to this Agreement.

As of February 2, 2026, the Program Settings Worksheet indicates as follows:

Project/Building Name	Location of where infrastructure funding is being provided	Setting Type	Anticipated Opening Date	Total Number of NEW Units	Total Number of NEW Beds
Phoenix Landing	4141 N. Blackstone Ave, Fresno, CA 93726	Shelter/Interim Housing	3/14/2024	83	120