

ACCESS AGREEMENT

STATEMENT OF INTENT

The purpose of this Access Agreement (this “**Agreement**”) is to provide the **State of California** (“**State**”) **Department of Health Care Services** (“**DHCS**”), a political subdivision of the State, and any of their authorized representatives with access to the Property (as defined, infra) pursuant to that certain Underlying Agreement (as defined, infra) by and between Advocates for Human Potential, Inc., a Massachusetts corporation (“**AHP**” as “**Contractor**”) acting as DHCS’ program administrator for the BHBH Program (as defined, infra), and, **County of Fresno**, a political subdivision of the State (“**Subcontractor**”), with respect to those certain properties in the County of Fresno, as set forth on “**Attachment A**” attached hereto and made a part hereof, herein referred to collectively as, the “**Property**.”

THE BHBH PROGRAM

Subcontractor has received funding through the **Behavioral Health Bridge Housing (“BHBH”) Program** (the “**BHBH Program**” or “**Program**”). The parties to this agreement are DHCS and **County of Fresno** (individually, the “**Subcontractor**” and together with DHCS, the “**Parties**”). The Subcontractor agrees to the following terms as an expressed condition of entering into that certain Subcontract Agreement, including any Attachments and Exhibits thereto with AHP (the “**Underlying Agreement**”), and further agrees with DHCS as an expressed condition of the execution of this Agreement, to provide access and certain information and documents to DHCS, or their authorized representatives as outlined in this Agreement.

ACCESS AND INFORMATION

The Subcontractor agrees to provide both: (1) access; and (2) the information outlined in this Agreement to enable DHCS, or its authorized representatives to confirm Subcontractor’s compliance with BHBH Program requirements and restrictions, as well as applicable federal and State regulations. The Parties enter into this Agreement as a condition of receipt of BHBH Program funds and 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.

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.

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

2. APPLICABILITY OF BHBH PROGRAM AND AGREEMENT

It is the intent of the Parties, and any subsequent owner(s) of the Property to continue to be bound by the requirements of the BHBH Program statutes and regulations, and this Agreement, from the date the Subcontractor executes the Underlying Agreement with AHP to June 30, 2027 ("**Access Term**").

3. OBLIGATIONS TO DHCS

For a minimum of the Access Term, the Subcontractor will:

- A. Ensure that the Facility operates in compliance with the 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 owner(s) 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.

4. SERVICE LOCATION

The services will be performed only at the Property 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 attached to the Underlying 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: Susan Holt Title: Director of Behavioral Health, Fresno County Department of Behavioral Health Telephone: 559-600-9058 Email: sholt@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: Rita Mehia Telephone: 559-600-6688 Email: rmehia@fresnocountyca.gov
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C. The Parties may make changes to the information above by giving written notice to the other. Said changes will not require an amendment to this Agreement. Any changes to the above must be communicated in writing to DHCS and Subcontractor, 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 Plan, as defined in the Underlying Agreement and approved by DHCS, and serve the populations identified in Subcontractor's BHBH Program Plan, 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 to something other than what was approved in the BHBH Program Plan, or to change or expand populations to be served by the Facility, the Subcontractor will 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 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 agrees 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 agrees 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 Subcontractor agrees to include a similar right of the State and

DHCS to audit records and interview staff in any lower tier subcontract related to the performance of this Agreement. (Cal. Gov. Code § 8546.7, 2 CCR §1896.77.)

4. The Subcontractor will preserve and make available their records (1) for a period of five (5) years from the expiration of this Agreement, or (2) 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 sells, gifts, or otherwise transfers ownership of the Property, in whole or in part, the Subcontractor will ensure that, as a condition of the ownership transfer, the subsequent owner(s) of the Property complies with the terms of this Agreement.

Prior to finalizing any transfer of ownership of the Property, the Subcontractor will request that DHCS approve a formal amendment to this Agreement to assign the Subcontractor's obligations under this Agreement to the subsequent owner(s) of the Property.

This Agreement is not assignable by the Subcontractor, either in whole or in part, without the express written consent of DHCS that may be withheld in their sole discretion.

G. 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 Subcontractor to forfeit and return all or part of the BHBH Program funds, including any interest thereon;
6. Require the Subcontractor to forfeit and return all unused BHBH Program funds, including any interest thereon and/or
7. Terminate the Underlying Agreement.

DHCS (or another department authorized to represent the State) may specify the timeframes and deadlines for the Subcontractor's 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. 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.

9. AGREEMENT EXECUTION

This Access Agreement will be signed by a representative of the Subcontractor, who by signing warrants that he/she has the requisite authority to enter into this Agreement. This Agreement will be effective as of the date that the complete document is signed by both Parties, or the date that the Underlying Agreement goes into effect, whichever date is later.

State of California, Department of Health Care Services

[Rest of page intentionally left blank. Signature page to follow on next page]

Department of Health Care Services
(DHCS)

DHCS Representative Signature
Ilana Rub
Assistant Division Chief

Date:

County of Fresno

Subcontractor's Authorized
Representative's Signature

Name: Ernest Buddy Mendes
Title: Chairman of the Board of
Supervisors of the County of Fresno

Date:

Attest:

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

By: _____
Deputy

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 Plan**** of record for Subcontractor.

This Attachment A shall effectively be considered updated as and when updates to Subcontractor's Program Plan are approved by DHCS. Accordingly, approved changes to the ****Program Plan**** shall not require a formal Amendment or Modification to this Agreement.

As of August 27, 2024, the **Program Plan reads as follows:**

Project Name	Property Address	Setting Type	Number of Units	Number of Beds	Anticipated opening date
Sierra Sunrise	Sierra Sunrise - 949 N. Parkway Drive Fresno, CA 93728	Emergency Shelter	47 units, 7 are admin space	60	Opened 12/1/23
Phoenix Landing	4141 N. Blackstone Ave Fresno, CA 93726	Emergency Shelter	100 units, 20 will be admin space	120	End of February - TBD