

SENT VIA EMAIL



August 28, 2025

County of El Dorado
Health and Human Services Agency
Attn: Neal Tessier, Administrative Analyst I
3057 Briw Rd. Ste. B
Placerville, CA 95667

RE: Conditional Approval Letter – Healthcare Infrastructure Development Matching Grant

Dear Mr. Tessier:

This Conditional Approval Letter is in response to your CMSP Healthcare Infrastructure Development Matching Grant Application attached as Exhibit A to this letter (Application), which was submitted to the County Medical Services Governing Board (Governing Board) on May 13, 2025.

The Governing Board is pleased to inform you that they have conditionally approved your Application pursuant to the terms described in this letter. This conditional approval is based on your Application and accompanying Letter of Commitment (Letter of Commitment), including but not limited to your representations and commitments as set forth therein. This conditional approval is subject to your agreement to, and compliance with, the terms and conditions set forth in this letter, the Request for Applications for the CMSP Healthcare Infrastructure Development Matching Grant (RFA) and the Healthcare Infrastructure Development Matching Grant Agreement (Agreement) attached as Exhibit B to this letter. In addition, this conditional approval is subject to the Governing Board's review and approval of the terms and agreements concerning the California Department of Health Care Services (DHCS) Behavioral Health Continuum Infrastructure Program (BHCIP) Round 1: Launch Ready grant that will serve as the primary funding for the infrastructure project.

The Governing Board conditionally approves the requested grant amount of \$500,000.00 to contribute toward the required amount of local matching funds for receipt of the DHCS BHCIP Round 1: Launch Ready grant in the amount of \$24,000,000.00. The Agreement is subject to and conditional upon all of the following pre-conditions (the Grant Pre-conditions) being met to the reasonable satisfaction of the Governing Board or waived by the Governing Board:

- A. Required Matching Funding: The Governing Board must receive written confirmation from you that the required amount of local matching funds for receipt of the DHCS BHCIP Round 1: Launch Ready grant has been committed. This confirmation must state the sources and amounts of the required matching funding and provide copies of all commitments or agreements pertaining to the required matching funding.
- B. Executed Agreement: The Governing Board must receive the Agreement duly executed by an authorized representative of the Grantee in the form approved by the Governing Board and attached as Exhibit B to this letter.



C. Primary Funding: Governing Board's review and acceptance of the terms and agreements concerning the other grant that will serve as the primary funding for the infrastructure project, the DHCS BHCIP Round 1: Launch Ready grant.

D. DHCS Conditional Award Letter: Governing Board's review and acceptance of the DHCS BHCIP Round 1: Launch Ready grant – Conditional Award letter received May 2025.

E. DHCS Program Funding Agreement: Governing Board's review and acceptance of the DHCS Program Funding Agreement.

F. Executed DHCS Program Funding Agreement: Governing Board's receipt of a fully executed DHCS Program Funding Agreement.

G. Invoice: Governing Board's receipt of an invoice from Grantee of amount requested from Grant Funds and approval by Governing Board of any payment schedule (i.e., partial payment including schedule of payments or full amount of Grant Funds).

H. Additional Items and Requirements: Such other items and requirements as reasonably requested by the Governing Board.

Until the Grant Pre-conditions specified in this letter are met or waived by the Governing Board in writing, the Governing Board will not allocate Grant Funds to you.

To accept this Conditional Approval Letter, please have a duly authorized representative of the Grantee electronically sign and date this letter.

Additionally, as soon as it is available, please submit a copy of the executed DHCS Program Funding Agreement (including the exhibits thereto), so that the Governing Board and County of El Dorado may complete and execute the HID Matching Grant Agreement.

This Conditional Approval Letter will expire on December 31, 2025.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kari Brownstein".

Kari Brownstein, CPA, MHA
Executive Director

HID Matching Grant Conditional Approval Letter Acceptance

I confirm the agreement of the Grantee to the terms and conditions in this conditional grant approval letter, and I warrant and represent that I am duly authorized to enter into the Agreement and to bind the Grantee.

Grantee: County of El Dorado

Signature: _____

Name: _____

Position: _____

Date: _____

Return this document to:

County Medical Services Program
Attn: Laura Moyer
1545 River Park Drive, Suite 435
Sacramento, CA 95815

Exhibit A

Application

Please see the attached.



HEALTHCARE INFRASTRUCTURE DEVELOPMENT MATCHING GRANT APPLICATION

- 1) **APPLICANT COUNTY:** El Dorado County
- 2) **PROJECT TITLE:** Support, Outreach, Access & Resiliency Facility
- 3) **REQUESTED CMSP GRANT AMOUNT:** \$500,000
- 4) **APPLICANT COUNTY CONTACT**

Name / Title Neal Tessier, Administrative Analyst I	
Address 3057 Briw Rd. Ste. B, Placerville, CA 95667	
Phone 530-295-6791	
Email neal.tessier@edcgov.us	County Tax ID 946000511

5) APPLICANT COUNTY DEPARTMENT/AGENCY

Specify the county department/agency submitting the application. In addition, if the county's application is being made on behalf of a partner organization under contract with the county for the delivery of health care and/or behavioral health services, specify the partner organization.

☒ **County department/agency**

- ☐ Health Department
- ☐ Public Health Department
- ☐ Behavioral Health Department
- ☒ Health & Human Services Agency

☐ **Partner organization* (when applicable):**

Organization Name	Entity Type <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit
Contact Name / Title	
Address	
Email	Phone

*If a partner organization is present, an MOU must be submitted as an attachment to this application.

6) TARGET POPULATIONS

Identify the target population(s) that will receive health and/or behavioral health services at the new or expanded facility made possible by the CMSP Infrastructure Matching Grant.

- ☒ CMSP Beneficiaries
- ☐ Uninsured Adults
- ☐ Uninsured Children
- ☒ Medi-Cal Members
- ☐ Medicare Members
- ☐ Covered California Members
- ☐ Privately Insured Populations

7) SERVICES TO BE PROVIDED AT NEW/EXPANDED FACILITY

Identify the types of healthcare services that will be provided at the new or expanded facility made possible by the CMSP Infrastructure Matching Grant.

- ☐ Healthcare Services
- ☐ Public Health Services
- ☒ Mental Health Services
- ☒ Alcohol/Drug Treatment Services

8) DESCRIPTION OF THE INFRASTRUCTURE PROJECT

A. Federal, state or other grant that will serve as the primary funding for the infrastructure project: Bond BHCIP Round 1: Launch Ready
B. Funding amount requested from federal, state or other grant: \$24,000,000
C. Website link to federal, state or other grant: https://www.infrastructure.buildingcalhhs.com/grantees/bond-bhcip-rounds/
D. Required amount of local matching funds for receipt of the federal, state or other grant: \$2,400,000
E. Summary description of the new or expanded healthcare facility to be built with CMSP Healthcare Infrastructure Grant funds (limit 1,500 characters): El Dorado County HHSA is applying for funding through the Bond BHCIP Round 1: Launch Ready grant for its Support, Outreach, Access, and Resiliency (SOAR) Facility, which will repurpose a former juvenile hall facility to become an integrated facility which will expand the county's psychiatric health facility (PHF). Additionally, a rehabilitation of the lower floor will become an integrated behavioral health wellness center, granting our community on the western slope of El Dorado County, as well as our neighboring regional partner counties, to whom we provide behavioral health services, a single point of access to all HHSA's programs. The program is currently in the Design Development phase and we anticipate completion of the project by 2029. The SOAR project will address the needs of the community by lowering access barriers that currently exist with our programs being located in six different buildings across the county.

F. Square feet to be constructed at new or expanded facility: 15812
G. Location of the new or expanded facility: 299 Fair Lane. Placerville, CA 9566
H. CMSP County or Counties to be serve by the new or expanded facility: Alpine, Amador, El Dorado, Mariposa, Nevada, Shasta, Siskiyou
I. Expected facility construction completion date: May 2030
J. Beginning date for delivery of health and/or behavioral health care services at the new or expanded facility: June 2030

9) LETTER OF COMMITMENT FROM COUNTY BOARD OF SUPERVISORS

The County Board of Supervisors (or Boards of Supervisors in joint-county applications) must provide a Letter of Commitment that commits the County to assuring that the healthcare infrastructure funded by the CMSP Healthcare Infrastructure Grant shall be used for this intended purpose for the entire period required under the federal, state or other grant received by the county or a non-profit under contract with the county. *Failure to include the Letter of Commitment as an attachment will disqualify the application from funding consideration.*

10) AUTHORIZED SIGNATURE

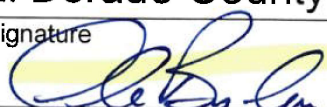
Name / Title of Official Olivia Byron-Cooper, HHSA Director
County Department/Agency El Dorado County Health and Human Services Agency
Signature 
Date 5/13/25

Exhibit B

Draft Agreement

Please see the attached.

**AGREEMENT FOR
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD**

HEALTHCARE INFRASTRUCTURE DEVELOPMENT MATCHING GRANT

between

**COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD
("Board")**

And

**County of El Dorado
("Grantee")**

Effective as of:
_____, 2025

AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM HEALTHCARE INFRASTRUCTURE DEVELOPMENT MATCHING GRANT

This agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the Grantee listed on Exhibit A ("Grantee").

A. The Board approved the funding of the County Medical Services Program Healthcare Infrastructure Development Matching Grant (the "Grant Program") in participating County Medical Services Program ("CMSP") counties in accordance with the terms of its Request for Applications for the CMSP Healthcare Infrastructure Development Matching Grant in the form attached as Exhibit B (as amended, the "RFA").

B. Grantee submitted an Application ("Application") for the CMSP Healthcare Infrastructure Development Matching Grant in the form attached as Exhibit C for the infrastructure project described therein (the "Project").

C. Grantee has entered into the Program Funding Agreement dated _____, 2025, with the California State Department of Health Care Services ("DHCS") and AHP (as defined in the DHCS Program Funding Agreement) concerning the DHCS Behavioral Health Continuum Infrastructure Program ("BHCIP"), including but not limited to all Attachments and related exhibits and agreements (collectively, the "DHCS Program Funding Agreement"). The fully executed DHCS Program Funding Agreement is attached as Exhibit D. Capitalized terms not defined in this Agreement shall have the meanings ascribed thereto in the DHCS Program Funding Agreement.

D. Subject to the availability of Grant Program funds, the Board desires to award the Grant Funds (as defined in Section 2.A) to Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project.

A. RFA, Application and Conditional Approval Letter. Grantee shall perform the Project in accordance with the terms of the RFA, the Application and the Board Conditional Approval Letter attached as Exhibit E. Should there be a conflict among the RFA, the Application or the Conditional Approval Letter, the Conditional Approval Letter shall control followed by the RFA, which shall control unless otherwise specified in this Agreement.

B. DHCS Program Funding Agreement. Grantee shall comply with and perform the Project in accordance with the terms of the DHCS Program Funding Agreement. In the event of any conflict between the requirements of this Agreement and the DHCS Program Funding Agreement, except as otherwise required by law, the more stringent requirement shall control.

C. Compliance with Law. Grantee shall comply with and perform the Project in accordance with all federal, state and local laws and regulations.

D. No Project Restriction. The Project shall not be restricted from CMSP members or any members of any of Board's programs.

E. Survival. This Section 1 shall survive the termination or expiration of this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Grant Program funds, the Board shall pay Grantee the amounts specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice and such other items as required in this Agreement from Grantee for the Project, as described in Exhibit A. The Board shall have no obligation to perform under this Agreement if DHCS does not provide the anticipated BHCIP funding. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future CMSP Healthcare Infrastructure Development Matching Grant, or other grant, program or services provided outside the scope of the Grant Program.

B. Refund. Any Grant Funds not disbursed as of the termination or earlier expiration of this Agreement shall be forfeited by Grantee, and the Board shall have no further obligation to disburse the balance, if any, of the Grant Funds. Upon termination or earlier expiration of this Agreement, Grantee shall immediately refund to the Board any disbursed but unused Grant Funds and any Grant Funds that have not been expended for eligible Project costs under this Agreement, as determined by the Board in its discretion.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with terms of this Agreement, including particularly the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for local matching costs associated with the development of physical infrastructure for the delivery of healthcare or behavioral health services for the Project, as set forth in Exhibit A. Grant Funds shall not be used or expended to fund Grantee's administrative and/or overhead costs, indirect costs or ongoing program operation expenses; nor shall Grant Funds be used or expended for the purchase of any personal property of any kind, including but not limited to computers, software, equipment or vehicles. Grantee shall provide Board with proof in a form and manner as reasonably required by Board that Grantee has dedicated and contractually obligated the Grant Funds to the Project as provided in this Agreement. Grantee shall immediately refund to the Board any Grant Funds not fully obligated to the Project as provided in this Agreement.

E. Commencement of Expenditures. Grantees shall begin spending Grant Funds during the first calendar year after receipt of Grant Funds and shall continue expending such Grant Funds in accordance with the Project schedule throughout the term of this Agreement and in accordance with the terms of this Agreement.

F. Possible Revision to Payment Schedule. If the Project warrants a change in payment schedule as described in Exhibit A, as may be determined by the Board from time to time, in its sole discretion, or if Grantee's expenditures are not for eligible Project expenses or made in compliance with this Agreement, as the Board may determine in its sole discretion, the Board may, at its option, revise the payment schedule, and, as to any ineligible or non-compliant expenditures, withhold payment of further amounts of Grant Funds, and/or exercise any of Board's other rights or remedies provided herein.

G. Breach; Possible Return of Any Grant Funds. Grantee's failure to comply with the terms of this Agreement or the DHCS Program Funding Agreement shall constitute a breach of this Agreement and entitle Board to mandate that Grantee immediately return to Board any Grant Funds disbursed; in any such instance, Board may also terminate this Agreement without owing any damages or other payment or incurring any liability to Grantee.

H. Survival. This Section 2 shall survive the termination or expiration of this Agreement.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit F ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Interest in Real Property and/or Improvements. If Grantee's Application or the attached Exhibit A anticipates the purchase of real property and/or improvements to real property (including leaseholds) with Grant Funds, then this real property and/or improvements to real property shall be purchased in Grantee's name and shall be dedicated exclusively to the Project purposes in accordance with the terms of this Agreement, the DHCS Program Funding Agreement and the Declaration of Restrictions attached to the DHCS Program Funding Agreement as Attachment H, unless as otherwise specified on Exhibit A. Further, Board may, to the extent permitted by law and the DHCS Program Funding Agreement, require that Grantee grant a security or other interest in the real property and/or improvements to real property in a form satisfactory to Board. Notwithstanding the foregoing, Board may require, in its sole discretion, that Grantee provide such assurances to Board as Board requests that any real property purchased with Grant Funds is and will be dedicated exclusively to Project purposes in accordance with the terms of this Agreement and the DHCS Program Funding Agreement for a 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 (the "Restriction Period").

If the real property and/or improvements to real property will no longer be used exclusively for the Project purposes as set forth in this Agreement during the first ten (10) years of the Restriction Period, then Grantee shall, at the sole discretion of the Board, immediately upon the change of use: (a) pay the Board the full amount of the Grant Funds; or (b) obtain the Board's written consent to the change of use no later than ninety (90) days after such change of use. After this payment identified in (a) above or Board's consent as provided in (b) above, Grantee may either keep or dispose of the real property and/or improvements to real property. Grantee shall list all real property and/or improvements to real property to be purchased with Grant Funds on Exhibit A. This Section 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

6. Record Retention. Grantee shall maintain and provide the Board with reasonable access to such records for a period of at least four (4) years from the date of expiration of this Agreement.

7. Audits. The Board may conduct such audits as necessary to verify Grantee's compliance with the terms of this Agreement. Such audit rights shall include auditing 100% of expenditure of Grant Funds and such information and documents as necessary to verify use of Grant Funds and Grantee's performance of the Project in accordance with the terms of this Agreement. Grantee shall cooperate fully with the Board, its agents and contractors in connection with any audit and provide information to the Board, its agents and contractors in a timely manner.

8. Reporting and Attestation.

A. Notification of Project Changes. Grantee shall notify the Board in writing of any proposed substantial changes to the Project's components. The Project's components shall include: (1) the Project plan and schedule; (2) the target population; (3) the structure and process for completing Grant Program activities as outlined in the Application as set forth in Exhibit C; (4) services provided; (5) the budget; and (6) timelines.

B. Annual Progress Reports. Grantee shall submit written progress reports to the Board annually, commencing _____, 2026, and until _____, 2028. Each written report shall describe and document Grantee's progress toward meeting the Project's goals posed in the Grantee's Application and describe the Project's current status, including the extent to which health care services are being provided at the facility or facilities constructed with Grant Funds as described in the Project. Such progress reports shall be in a form and manner acceptable to the Board. In general, reports that meet the above criterion and submitted by Grantee in accordance with the DHCS Program Funding Agreement will suffice for Grantee's obligations under this Section.

C. Annual Attestation. Grantee shall provide to Board an attestation of compliance with the terms of this Agreement in the form of Exhibit G annually, commencing _____, 2026, and until _____, 2028.

D. Grantee Compliance Certifications. Grantee shall provide Board with an executed copy of each Certification contained in Attachment F to the DHCS Program Funding Agreement, in the same manner and frequency provided to AHP or DHCS pursuant to Article 4 (Conditions of Disbursement) of the DHCS Funding Agreement, including, without limitation, the certifications listed on Exhibit H of this Agreement. In addition, Grantee shall provide Board with copies of each regular progress report provided to AHP pursuant to Article 6 (Performance) of the DHCS Program Funding Agreement.

E. Noncompliance with DHCS Program Funding Agreement. Grantee shall provide to Board written notice within ten (10) calendar days of Grantee's receipt of any notice of Grantee's breach or noncompliance under the DHCS Program Funding Agreement.

F. Final Report. Grantee shall submit a final written report to the Board within sixty (60) days after the Expiration Date of the DHCS Program Funding Agreement (i.e., within 60 days after _____). The Final Report shall describe and document Grantee's progress toward meeting the Project's goals posed in Grantee's Application since receipt of the Grant Funds and describe the Project's status as of this date in making health care services available at the facility or facilities constructed with Grant Funds as described in the Project.

G. Non-Compliance with Reporting and Attestation Requirements. The Board may, within its sole discretion, terminate this Agreement at any time and demand immediate return of any Grant Funds paid to Grantee, and/or suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting and attestation requirements as set forth in this Agreement and in the RFA.

9. Term. The term of this Agreement shall be from _____, 2025, to _____, 2028, unless otherwise extended in writing by mutual consent of the parties.

10. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement; or (d) by the Board immediately for Grantee's material failure to comply with the terms of the DHCS Program Funding Agreement. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement. Upon termination of this Agreement for any reason, Board shall not be liable for any obligation not performed under the terms of this Agreement, and Board shall not be responsible for any disbursement of Grant Funds or for damages, if any, to Grantee as a result of such termination.

11. Indemnification.

A. Grantee shall defend, indemnify and hold harmless Board and its officers, members, employees, agents and representatives from and against liabilities to third persons and other losses and for any costs and expenses incurred by Board related to any and all actions, suits, costs, damages, expenses, fines, penalties, settlements and judgments, and liabilities (including, without limitation, reasonable attorneys' fees and costs) ("Claims") arising out of, resulting from, or related to the Project or Grantee's performance under this Agreement or the DHCS Program Funding Agreement, excluding Claims to the extent resulting solely from the gross negligence or wrongful misconduct of Board. Board agrees to notify Grantee promptly in writing of any such Claim, following actual knowledge of such Claim, provided however that the failure to give such notice shall not relieve Grantee of its obligations hereunder except to the extent that Grantee is materially prejudiced by such failure.

B. If any third party Claim is brought, Board will have the option at any time to either (i) tender its defense to Grantee, in which case Grantee will provide qualified attorneys, consultants, and other appropriate professionals to represent Board's interests at Grantee's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Grantee will be responsible for and shall pay reasonable fees and expenses of such attorneys, consultants, and other appropriate professionals. Board shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of action, liabilities, or damages against it, notwithstanding that Board may have tendered its defense to Grantee. Any such resolution will not relieve Grantee of its obligation to indemnify Board. Grantee agrees that any settlement, compromise or resolution Grantee enters into arising as a result of the Claims will not include any admission of wrongdoing by Board. Board shall have the right to participate in the defense and settlement of the Claim at Board's cost and expense. The indemnification requirements set forth in this Section 11 shall survive the expiration or termination of this Agreement.

12. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

13. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

14. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

15. Limitation of Liabilities. Grantee waives any right to seek, and Board 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.

16. Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, in law or in equity. Board may seek equitable relief, including an injunction, against Grantee in connection with any breach or anticipated breach of this Agreement.

17. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

18. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance

herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

19. Amendment. All amendments must be agreed to in writing by Board and Grantee.

20. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

21. Survivability. Any provision of this Agreement that by its terms is not performed by the expiration or termination of this Agreement shall survive such expiration and termination.

22. Severability. Should any provisions of this Agreement be declared or found to be illegal, unenforceable, ineffective, or void (by any federal or state courts in a final order or judgment that has not been appealed, or in a final determination by an appellate court), then each party shall be relieved of any obligation arising in that provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

23. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

HID 007

Dated effective _____, 2025.

BOARD:

COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

GRANTEE:

COUNTY OF EL DORADO

By: _____

Name: Kari Brownstein

Title: Executive Director

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT A

GRANTEE: COUNTY OF EL DORADO

GRANTEE'S PARTNERS UNDER CONTRACT

GRANT FUNDS:

Total Amount To Be Paid under this Agreement: \$500,000.00

1. Amount To Be Paid Within 30 Days Following Completion of all of the Following:

A. Required Matching Funding: Board must receive written confirmation from Grantee that the required amount of local matching funds for receipt of the DHCS BHCIP Round 1: Launch Ready grant has been committed. This confirmation must state the sources and amounts of this required matching funding and provide copies of the commitments or agreements for the required matching funding;

B. Executed Agreement: Board must receive this Agreement duly executed by Grantee by an authorized representative of Grantee in the form approved by Board;

C. Primary Funding: Board's review and acceptance of the terms and agreements concerning the other grant that will serve as the primary funding for the infrastructure project, the California Department of Health Care Services (DHCS) Behavioral Health Continuum Infrastructure Program (BHCIP) Round 1: Launch Ready grant;

D. DHCS Conditional Award Letter: Governing Board's review and acceptance of the DHCS BHCIP Round 1: Launch Ready – Conditional Award letter, received May 2025;

E. DHCS Program Funding Agreement: Board's review and acceptance of the DHCS Program Funding Agreement;

F. Executed DHCS Program Funding Agreement: Board's receipt of a fully executed DHCS Program Funding Agreement;

G. Invoice: Board's receipt of an invoice from Grantee of amounts requested from Grant Funds (i.e., partial payment including schedule of payments, which shall be approved by Board, or full amount of Grant Funds); and

H. Additional Items and Requirements: Such other items and requirements as reasonably requested by Board.

HID 007

The Board may, within its sole discretion, revise the payment schedule or withhold payments in accordance with Section 2.F of the Agreement.

If Funds will be Used to Purchase Real Property and/or Improvements to Real Property, List Real Property and/or Improvements to Real Property to be Purchased:

List any Conditions to Grant Funds regarding Real Property and/or Improvements to Real Property to be Purchased:

NOTICES:

Board:

County Medical Services Program Governing Board
Attn: Kari Brownstein, Executive Director
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 113
(916) 649-2606 (facsimile)

Grantee:

County of El Dorado
Olivia Byron Cooper, HHSA Director
3057 Briw Rd. Suite B
Placerville, CA 95667
Phone: (530) 295-6791

HID-007

EXHIBIT B
REQUEST FOR APPLICATIONS

DRAFT

HID-007

EXHIBIT C
APPLICATION

DRAFT

HID-007

EXHIBIT D
DHCS PROGRAM FUNDING AGREEMENT

DRAFT

HID 007

EXHIBIT E
BOARD CONDITIONAL APPROVAL LETTER

DRAFT

EXHIBIT F
GRANTEE DATA SHEET

Grantee's Full Name:	County of El Dorado
Grantee's Address:	County of El Dorado Attn: Health and Human Services Agency 3057 Briw Rd. Suite B Placerville, CA 95667
Grantee's Executive Director/CEO: (Name and Title)	Olivia Byron-Cooper HHSA Director
Grantee's Phone Number:	(530) 295-6791
Grantee's Fax Number:	NA
Grantee's Email Address:	neal.tessier@edcgov.us
Grantee's Type of Entity: (List Nonprofit or Public)	Public
Grantee's Tax ID# [EIN]:	94-6000551

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE: COUNTY OF EL DORADO

By: _____
Name: _____
Title: _____
Date: _____

HID 007

EXHIBIT G

FORM OF ATTESTATION

[ON LETTERHEAD OF GRANTEE]

[Date]

CMSP Governing Board
1545 Riverpark Dr., Suite 435
Sacramento, CA 95815
Attn: Board Chair

Re: Attestation Regarding Compliance

Dear Chair,

By this letter, County of El Dorado (Grantee) attests that it currently complies with and maintains compliance with the terms and requirements of (1) the County Medical Services Program Healthcare Infrastructure Development Matching Grant Agreement dated effective _____, 2025, by and between County Medical Services Program Governing Board and Grantee; and (2) the California Department of Health Care Services (DHCS) Behavioral Health Continuum Infrastructure Program (BHCIP) Round 1: Launch Ready grant.

I am authorized to make this attestation for and on behalf of the Grantee. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this letter is true and correct.

Signed,

Olivia Byron-Cooper
Director, El Dorado County Health and Human Services Agency

Date

EXHIBIT H

GRANTEE COMPLIANCE CERTIFICATIONS

Certification	Description	Completion Date
Certification No. 1	Budget Prevailing Wage Compliance	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 2	Related Party & Related Party Transaction Disclosure	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 3	Execution of Program Funding Agreement	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 4	Match Funds, Property Equity, or In-Kind Match	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 5	Declaration of Restrictions	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 6	Legal Review of California Welfare Institutions Code § 5960.3(a)	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 7	Planning Agency Review	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 8	Due Diligence Completed	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 9	Design Development Drawings 100% Complete	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 10	Construction Drawings for First Submittal to Building Department	As set forth in Article 4 of the DHCS Funding Agreement

Certification No. 11	Construction Contract with Construction Contract Addendum	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 12	Prevailing Wage Compliance	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 13	Building Permit Receipt and Notice of Exemption Filed	As set forth in Article 4 of the DHCS Funding Agreement
Certification No. 14	Required Insurance and Notice to Proceed	[Before _____, 2027]
Certification No. 15	Project Construction is 50% Complete	[Before _____, 2027]
Certification No. 16	Receipt of Certificate of Occupancy	[Before _____, 2027]
Certification No. 17	Notice of Completion and Receipt of Conditional/Unconditional Final Releases and Liens	[Before _____, 2027]
Certificate No. 18	Receipt of Business License and Operational	[Before _____, 2027]
Facility Access Certification	Execution of a Facility Access Agreement with State of California, Department of Health Care Services	As set forth in Article 4 of the DHCS Funding Agreement