



ADMINISTRATION & INDIGENT HEALTH
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
Tel: (510) 618-3452
Fax: (510) 351-1367

August 30, 2016

Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

SUBJECT: ACCEPT GRANT AWARD AND AGREEMENT #ALMD-02 WITH THE CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY- FOURTH FUNDING ROUND

RECOMMENDATION:

- A. Accept grant award and agreement #ALMD-02 (hereafter "Agreement") with the California Health Facilities Financing Authority (CHFFA) funded from the *Senate Bill 82, Investment in Mental Health Wellness Grant Program* in the amount of \$3,912,676 for capital improvements, furniture, fixtures, technology and three months program start-up costs to expand crisis support services through the development of a new Crisis Stabilization program that will be operated in conjunction with a new Crisis Residential Treatment program in the North County area of Alameda County; grant period from 12/3/2015 to 6/30/2017 (19 months), without County match;
- B. Authorize the Director of Behavioral Health Care Services or his designee, on behalf of the Board of Supervisors, to sign and execute four copies of the Agreement (Attachment);
- C. Delegate authority to the Director of Behavioral Health Care Services or his designee, to sign subsequent amendments or modifications to the agreement upon prior review and approval of County Counsel and prior notification to your Board, and provide copy of signed amended or modified agreements to the Clerk of Board; and
- D. Approve and authorize the Auditor-Controller to deposit and disburse funds at a private bank in the initial amount of \$500,000 for the purpose of making progress payments on construction costs to avoid delays in a tight time-line for compliance with Grantor terms. Any interest earned accrues to the grant funds. Disbursements to designated grantee are subject to County and CHFFA requirements. The revolving fund will be returned to the County as grant fund payments are received.

SUMMARY:

Currently, Alameda County lacks Crisis Stabilization Unit and Crisis Residential Treatment facilities resulting in patients that need an intermediate level of care being treated at John George Psychiatric Hospital, crowding Emergency Rooms, or receiving treatment at County jails. This is not only a factor in the overcrowding at John George, but also leads to patients not receiving the level of care that is commensurate with their medical condition.

The State of California, through SB 82, allows counties to apply for grant funds for the purpose of expanding crisis services and facilities. Alameda County has been awarded \$3,912,676 to develop a 14-bed crisis residential treatment program operating in tandem with a 12-client crisis stabilization program in the North County. Behavioral Health Care Services (BHCS) has, with Board authorization, partnered with Bay Area Community Services (BACS) to utilize these grant funds by developing a facility named Amber House in Oakland. While all construction costs and three months of start-up costs will be funded by the grant, there are some risks associated with accepting this funding:

- There could be construction cost overruns that exceed grant funds in which case the County may have to fund the cost overruns.
- The grant calls for this program to be operated at this facility for the life of the tenant improvements according to determinable useful life of the improvements as defined by pertinent IRS regulations (we estimate this to be up to 27.5 years). Failure to meet CHFFA program standards would result in the County having to take over program operations in the facility through another provider selected by the County. CHFFA will be auditing the County to make sure the programs operated at the facility are in compliance with the grant terms.
- The ongoing cost of operating these programs could be higher than currently anticipated (\$5.8 million which will be funded by Medi-Cal and other revenue sources with no impact on net County cost).

BHCS has taken a number of steps to try to mitigate these risks. The General Services Agency (GSA) has reviewed bids and are confident the project can be completed within the funding provided by the grant. BHCS also chose a partner in BACS that has a long history of providing services on behalf of the County to this population which have been found to be in compliance with State and federal regulations. BACS also have an equity stake in the facility and so are highly incentivized to provide services up to State standards lest they suffer a financial loss. The County is currently negotiating a lease with BACS that will include terms stating that in the event that BACS fails to provide services, the County has the right to select another provider to continue the services in the facility. The County will not disburse any funds for the construction of the facility until a lease agreement has been mutually agreed upon and executed by both parties.

Given the great need for expanded crisis support services in the County, the benefits that will accrue across the health care system, and efforts to mitigate the risks associated with this funding, we ask your Board to approve these recommendations. BHCS will return to your Board with the lease agreement with BACS for Amber House.

DISCUSSION:

On September 15, 2015, your Board authorized BHCS to apply for grants under California *SB 82, Investment in Mental Health Wellness Grant Program* for the purpose of expanding crisis services and facilities. On December 18, 2015, CHFFA informed BHCS that an allocation in the amount of \$3,912,676 had been awarded to BHCS for the development of a 14-bed crisis residential treatment program operating in tandem with a 12-client crisis stabilization program. A review of data of adults utilizing John George Psychiatric Emergency Services for the last two years indicates that nearly one-third of the psychiatric emergency services users came from the North County Area. The facility to be funded by this award is located in the North County Area. Grant funds will cover: 1) renovation of the facility named Amber House, located at 516 31st Street, Oakland, CA, to accommodate the new programs, 2) furniture and equipment, 3) information technology hardware and software, and 4) up to three months of program start-up costs.

Senate Bill (SB) 82 authorizes funding from the Mental Health Services Act (MHSA) and a one-time allocation from the State General Fund to expand capacity and access to community based mental health crisis services that are wellness, resiliency, and recovery oriented in the least restrictive manner possible. SB82 implementation and grant awards are covered by specific regulations that address use of funds, indemnification of CHFFA by the County Grantee, defaults and remedies. These provisions are spelled out in the Agreement.

On December 1, 2015, your Board waived competitive bid requirements for the crisis facility provider and authorized the Director of BHCS to enter into contract negotiations with BACS. BACS is a community-based organization (CBO), to be the designated grantee as well as operate the crisis stabilization and a crisis residential treatment programs at a site controlled by BACS, a long time contract provider of mental health services to BHCS since 1993.

BHCS is working with County GSA to provide oversight to the facility renovation process. GSA is in the process of developing a lease with BACS, incorporating terms set out by SB82 regulations and/or as may be agreed upon by BACS and BHCS for use of the facility which will be brought before your Board for approval. BHCS and BACS are in the process of negotiating a contract to operate the programs.

CHFFA is going to determine whether the program is in compliance with grant terms by using the following criteria:

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- SB 82 Section 7119 – Evaluation Criteria – when BHCS submitted the grant application to CHFFA, County submitted key milestones, accomplishments, and outcomes, including a discussion of the populations to be served. CHFFA may request annual reports after June 30, 2016 to continue tracking accomplishments, outcomes and populations served.

-SB 82 Section 7129 - CHFFA may perform audits and site visits to inspect the project during the grant period and may inspect and/or audit project records during the grant period and for three years after the certification of project completion has been submitted.

BHCS will be monitoring BACS to ensure the program meets these criteria, and these criteria will be in the agreement between BHCS and BACS.

Once the program is operating, BHCS is planning to fund the ongoing costs through Medi-Cal revenue and other funding sources with no increase in net county cost.

SELECTION CRITERIA AND PROCESS:

Not applicable.

FINANCING:

Acceptance of this grant will not result in an increase in net county cost. The grant amount is included in the FY 2016-2017 budget approved by your Board. The revolving fund in Recommendation D will be returned to the County as grant fund payments are received.

Respectfully submitted,



Rebecca Gebhart, Interim Director
Alameda County Health Care Services Agency

RG/CS/pn

**California Health Facilities
Financing Authority**
INVESTMENT IN MENTAL HEALTH
WELLNESS GRANT PROGRAM
Grant Agreement Number ALMD-02
County of Alameda

**TAB 1
Grant Agreement**

**TAB 2
EXHIBIT A
Grant Award Letter**

**TAB 3
EXHIBIT B
Resolution of the Authority**

**TAB 4
EXHIBIT C
Resolution of
Grantee's Governing Board**

**TAB 5
EXHIBIT D
Project Description**

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By  _____

Print Name S. Dickey

**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY
INVESTMENT IN MENTAL HEALTH WELLNESS GRANT PROGRAM
GRANT AGREEMENT NUMBER ALMD-02**

COUNTY OF ALAMEDA
2000 EMBARCADERO COVE, 4TH FLOOR, OAKLAND, CA 94606

THIS AGREEMENT (the “Agreement”) is made this 3rd day of December, 2015, between County of Alameda (“Grantee”) and the California Health Facilities Financing Authority (“CHFFA” or the “Authority”).

RECITALS:

- A. Grantee has applied to CHFFA for a grant from the Investment in Mental Health Wellness Grant Program to fund the hereinafter defined Project.
- B. CHFFA has determined that Grantee’s Application meets eligibility requirements of the hereinafter defined Regulations.
- C. Subject to the availability of grant monies, CHFFA proposes to grant \$3,912,676.00 (the “Grant”) to Grantee and provide at least some of the Grant funds directly to the Designated Grantee in lieu of the Grantee in consideration of, and on condition that the Grant be used for the purposes of the Project as described in Exhibit D attached hereto and on the terms and conditions contained herein.
- D. The purpose of this Agreement is to set forth the terms and conditions upon which CHFFA will provide the Grant for the Project.

NOW, THEREFORE, CHFFA and Grantee agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1 – ACTUAL EXPENDITURES REPORT FORM means Actual Expenditures Report Form No. CHFFA 7 MH-03 (Rev.06/2014).

Section 1.2 – DESIGNATED GRANTEE means the nonprofit corporation or public agency designated by the Grantee to receive Grant funds for real property acquisition and construction or renovation on such real property.

Section 1.3 – GRANT DOCUMENTS means this Agreement, Grant Agreement between CHFFA and Designated Grantee, the Grantee’s Application, the Grant Award Letter (Exhibit A); and the Authority’s Resolution (Exhibit B), including all exhibits to such documents.

Section 1.4 – GRANT PERIOD means the period beginning on December 3, 2015 and ending June 30, 2017, as such period may be extended upon the prior written approval of CHFFA, which shall become incorporated into this Agreement.

Section 1.5 – PROJECT means the project to be funded with the Grant as more particularly described in Grantee’s Application and other Grant Documents, although the scope of the Project may be clarified in a report prepared by Authority Staff.

The Authority may broaden the definition of the Project at its discretion to ensure the Project can provide the intended services, so long as the broadening of the definition of the Project does not result in additional County funds to complete. Any written approval of CHFFA to expand the Project shall become incorporated into this Agreement.

Section 1.6 – REGULATIONS means the Investment in Mental Health Wellness Grant Program regulations at sections 7113 through 7129 of title 4 of the California Code of Regulations, as may be amended from time to time.

Section 1.7 – REQUEST FOR DISBURSEMENT FORM means Request for Disbursement Form No. CHFFA 7 MH-02 (Rev.06/2014).

Section 1.8 – Any capitalized terms used but not otherwise defined in this Agreement shall have the meaning set forth in the Regulations.

ARTICLE II – REPRESENTATIONS AND WARRANTIES

Grantee makes the following representations and warranties to CHFFA as of the date of execution of this Agreement and throughout the Grant Period:

Section 2.1 – LEGAL STATUS. Grantee is an “eligible applicant” as described in the eligibility requirements of Section 7114 of the Regulations and has full legal right, power and authority to enter into this Agreement and the other Grant Documents to which it is a party and to carry out and consummate all transactions contemplated hereby and by the other Grant Documents as evidenced, in part, by the Resolution of Grantee’s Governing Board attached herein as Exhibit C.

Section 2.2 – VALID AND BINDING OBLIGATION. This Agreement has been duly authorized, executed and delivered by Grantee, and is a valid and binding agreement of Grantee.

Section 2.3 – PROJECT AND ELIGIBLE COSTS. The Project and the eligible costs relating to the Project meet the requirements of the Regulations.

Section 2.4 – PROPERTY OWNERSHIP. Designated Grantee will have obtained good and marketable fee title to the real property upon acquisition or prior to construction or renovation as applicable. If the Project includes construction or renovation located on real property to be leased by Grantee or otherwise not owned in fee title by Grantee, the requirements of Section 7126 of the Regulations will be satisfied prior to the initial disbursement of Grant funds for construction or renovation.

Section 2.5 – GRANT DOCUMENTS. Grantee has access to professional advice to the extent necessary to enable Grantee to comply with the terms of the Grant Documents.

ARTICLE III - CONDITIONS PRECEDENT TO EACH DISBURSEMENT

CHFFA’s obligation to make each disbursement of Grant funds during the Grant Period under this Agreement is subject to all of the following conditions:

Section 3.1 – DOCUMENTATION. This Agreement shall be fully executed and delivered by Grantee and CHFFA in form and substance satisfactory to CHFFA.

A Grant Agreement shall be fully executed and delivered by Designated Grantee and CHFFA in form and substance satisfactory to CHFFA.

Section 3.2 – REPRESENTATIONS AND WARRANTIES. The representations and warranties contained in Article II of this Agreement are true and correct as of the date of such disbursement and as certified by Grantee in the applicable Projected Expenditures Form.

Section 3.3 – NO EVENT OF DEFAULT. There shall exist no Event of Default under this Agreement, and there shall exist no event, omission or failure of condition, which, after notice or lapse of time, would constitute an Event of Default under this Agreement.

Section 3.4 – DISBURSEMENT REQUEST. Grantee shall have delivered to CHFFA a completed Request for Disbursement Form and any other information required by Sections 7125 and 7128 of the Regulations, satisfactory to the Authority.

Section 3.5 – READINESS AND FEASIBILITY. Grantee has submitted to the Authority sufficient documentation to enable Authority staff to conclude the Project is ready and feasible as more particularly described in Section 7125 (a)(2) and (a)(3) of the Regulations. The Authority Staff shall determine Project readiness and feasibility at the time of Initial Allocation or within six (6) months following Final Allocation. Limited extensions beyond six (6) months may be granted as set forth in Regulations Section 7125(a)(3)(C). Upon request, Grantee shall provide updated information necessary for the Authority to determine Project readiness and feasibility. Failure to demonstrate readiness and feasibility within the timeframes dictated by the Authority may cancel the Grant. In the event Grantee fails to complete the Project by the end of the Grant Period (inclusive of any extensions permitted by the Authority), the Authority may require remedies, including forfeiture and return of the Grant to CHFFA in accordance with the Regulations as set forth in Article VI below.

ARTICLE IV – GRANT DISBURSEMENT PROCEDURES

Section 4.1 – DISBURSEMENT PROCESS.

(a) **Initial Disbursements:** Initial disbursement of Grant funds shall be released upon the Authority’s receipt of a completed Request for Disbursement Form and other information required by Section 7125(a)(2) of the Regulations, satisfactory to the Authority.

(b) **Subsequent Disbursements:** Subsequent disbursements of Grant funds shall be released upon receipt of a completed Request for Disbursement Form, a status report pursuant to Section 7128(a) of the Regulations, an Actual Expenditures Report Form, and any other information required by Sections 7125 and 7128 of the Regulations, satisfactory to the Authority.

(c) **Reports and Reconciliations:** CHFFA shall notify Grantee in writing within seven (7) business days of any deficiencies or discrepancies in the information, forms and reports submitted by Grantee, including any reconciliations the Authority deems necessary as may occur due to projected expenditures exceeding actual expenditures for any of the reporting periods. The Authority will not disburse any funds until Grantee addresses to the Authority’s satisfaction, any deficiencies or discrepancies in the information, forms and reports submitted by Grantee. CHFFA may deduct the difference between actual expenditures and the disbursed amount from the next disbursement or the Grantee shall submit a refund for the difference.

Section 4.2 – AMOUNT OF DISBURSEMENT. The total amount of the Grant shall not exceed the amount authorized under this Agreement and may only be spent for eligible costs. Grant funds are subject to the availability of funds and may be rescinded or reduced. Grantee shall establish an account to deposit the Grant funds and shall maintain this account for purposes of payments of Project expenditures. A segregated sub-account may be used by Grantee provided the statement allows for the accounting of the receipt and expenditure of Grant funds, and the interest earned from these funds, separately from other funds in the account. Upon request, Grantee shall submit copies of all statements for such account or sub-account to CHFFA. At the end of the Grant Period (inclusive of any extensions permitted by CHFFA), any unused Grant funds, interest and investment earnings on such Grant funds revert to and shall be paid to the Authority.

Section 4.3 – REAL PROPERTY ACQUISITION BY DESIGNATED NONPROFIT CORPORATION OR PUBLIC AGENCY (DESIGNATED GRANTEE).

(a) Grantee affirmatively supports Grantee’s designation of and collaboration with a designated nonprofit corporation or public agency in lieu of Grantee directly receiving Grant funds to acquire real property. Grantee may request the Authority to release Grant funds to the Designated Grantee, or to the Grantee for disbursement to the Designated Grantee. The Authority will not release Grant funds until and unless the following are met:

(1) An appraisal completed within the previous six months by a state certified appraiser.

(2) Designated Grantee shall execute a Grant Agreement and agree to comply with the Authority’s requirements set forth below and in the Grant Agreement executed by Designated Grantee.

(i) Designated Grantee shall provide the services under the Program(s).

(ii) Designated Grantee shall execute a Grant Agreement with the provisions required in Section 7124 of the Regulations. The Grant Agreement shall also provide that in the event Designated Grantee fails to provide any of the services under the Program(s), title to the real property shall be given to Grantee. In addition, the Grant Agreement shall also provide that in the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property.

(iii) Designated Grantee shall provide, upon request, Audited Financial Statements and shall retain all Project and financial records necessary to substantiate the purposes for which the Grant funds were spent for a period of three years after the certification of Project completion has been submitted.

(iv) Designated Grantee shall provide, upon request, a current title report that shows all of the following:

(A) No easements, exceptions or restrictions on the use of the site that shall interfere with or impair the operation of the Project.

(B) A fee title subject to the lease agreement described below.

(C) A deed of trust shall be recorded in the chain of title against the real property and shall contain the lease agreement described below.

(v) Designated Grantee shall enter into a lease agreement with Grantee for use of the real property for Crisis Residential Treatment or Crisis Stabilization for the useful life of the Project, including any renewals. The lease agreement shall provide that in the event Designated Grantee fails to provide Crisis Residential Treatment or Crisis Stabilization as provided in the Grant Agreement, title to the real property shall be given to Grantee. In addition, the lease agreement shall also provide that in the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property.

(b) Grant funds shall be returned to the Authority if Grantee and/or Designated Grantee fails to comply with the Authority's requirements.

(c) In the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property. Grantee will assist in facilitating the transfer of title to the real property, and provide any documents and information requested by the Authority for this purpose.

(d) Grantee acknowledges that as Lead Grantee, Grantee is responsible for the completion of the Project and that Grantee shall ensure that the Designated Grantee complies with the requirements of the Grant (including Regulations and Statute). Failure by Grantee and/or Designated Grantee to comply with the requirements of the Grant (including Regulations and Statute) shall constitute an Event of Default under this Agreement.

Section 4.4 – REAL PROPERTY CONSTRUCTION OR RENOVATION BY DESIGNATED NONPROFIT CORPORATION OR PUBLIC AGENCY (DESIGNATED GRANTEE).

(a) Grantee affirmatively supports Grantee's designation of and collaboration with a designated nonprofit corporation or public agency in lieu of Grantee directly receiving Grant funds for construction or renovation of real property acquired with Grant funds under Section 4.3. Grantee may request the Authority to release Grant funds to the Designated Grantee, or to the Grantee for disbursement to the Designated Grantee. The Authority will not release Grant funds until and unless the following are met:

(1) Grantee or Designated Grantee shall provide:

(i) Detail of building plans, costs, and timelines.

(ii) Executed construction contract.

- (iii) Architect, design and engineering contracts, if applicable.
- (iv) Building permits and conditional use permits, if applicable.
- (v) Evidence of compliance with the California Environmental Quality Act.
- (vi) Evidence of compliance with prevailing wage law under Labor Code Section 1720 et seq.
- (vii) Evidence of property ownership, such as title report.

(2) Requirements under Section 4.3(a).

(b) Grant funds shall be returned to the Authority if Grantee and/or Designated Grantee fails to comply with the Authority's requirements.

(c) In the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property. Grantee will assist in facilitating the transfer of title to the real property, and provide any documents and information requested by the Authority for this purpose.

(d) Grantee acknowledges that as Lead Grantee, Grantee is responsible for the completion of the Project and that Grantee shall ensure that the Designated Grantee complies with the requirements of the Grant (including Regulations and Statute). Failure by Grantee and/or Designated Grantee to comply with the requirements of the Grant (including Regulations and Statute) shall constitute an Event of Default under this Agreement.

ARTICLE V – AFFIRMATIVE AND NEGATIVE COVENANTS

Section 5.1 – CERTIFICATE OF COMPLETION. Within 60 days following completion of the Project, Grantee shall certify to CHFFA that the Project is complete by submitting a Certificate of Completion and Final Report Form No. CHFFA 7 MH-04 (Rev.06/2014), and any other information required by Section 7128 of the Regulations, to the satisfaction of CHFFA.

Section 5.2 – COMPLIANCE WITH STATUTE AND REGULATIONS. Grantee shall comply with the requirements of the Investment in Mental Health Wellness Grant Program, Welfare and Institutions Code section 5848.5, the Regulations, and all other applicable laws of the State of California. Grantee agrees that continued compliance with these requirements is Grantee's responsibility.

Section 5.3 – AUDIT AND RECORDKEEPING PROVISIONS. Grantee shall maintain satisfactory financial accounts, documents and other records for the Project and shall retain all documentation necessary to substantiate the purposes for which the Grant funds were spent for a period of three years after the certification of Project completion has been submitted. Grantee agrees that the California State Auditor and Authority Staff may conduct periodic audits and inspections to ensure that Grantee is using the Grant consistent with Program requirements and the terms of this Agreement.

Section 5.4 – NOTICE TO CHFFA. Grantee shall promptly give notice in writing to CHFFA of any pending or threatened action related to the Project in which the amount claimed is in excess of twenty-five thousand dollars (\$25,000). Grantee shall promptly give notice in writing to CHFFA of any uninsured or partially uninsured loss related to the Project through fire, theft, liability, or otherwise in excess of an aggregate of twenty-five thousand dollars (\$25,000).

Section. 5.5 – RELEASE. Grantee shall waive all claims and recourse against CHFFA including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, Grantee's use of the Grant funds, Grantee's operations, or the Project. The provisions of this Section 5.5 shall survive termination of this Agreement.

Section 5.6 – INDEMNIFICATION. Grantee shall defend, indemnify and hold harmless CHFFA and the State, and all officers, trustees, agents and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant, the Project or the Program. The provisions of this Section 5.6 shall survive termination of this Agreement.

Section 5.7 – NON-DISCRIMINATION CLAUSE. Grantee shall comply with state and federal laws prohibiting discrimination, including those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status and denial of statutorily-required, employment-related leave.

Section 5.8 – PREVAILING WAGE. Grantee shall comply with California's prevailing wage law under Labor Code Section 1720 et seq. for public works projects.

Section 5.9 – PROJECT COMPLETION. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

Section 5.10 – PAYMENT OF RENT. If any portion of the Project (except for equipment acquisition projects) is located on any real property leased by Grantee, Grantee shall budget for payment of rent each year (unless Grantee pays a nominal yearly rent or has paid full rent under the lease agreement).

Section 5.11 – USE OF FUNDS. Grantee will not without prior consent of CHFFA do any of the following: (1) use any Grant funds for purposes other than for the Project unless a change in the use of the Grant is approved in writing by CHFFA; (2) make any changes to the Project as described in the Application or any of the Grant Documents; or (3) dispose of a capital asset before the end of the useful life of the asset.

ARTICLE VI – DEFAULT AND REMEDIES

Section 6.1 – EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

(1) Any representation or warranty made by Grantee, hereunder or under any other Grant Document, proves to be incorrect in any material respect;

(2) Grantee's failure to perform any term or condition of this Agreement, the Regulations, or any other Grant Document;

(3) Any construction or renovation portion of the Project is located on real property leased by Grantee and the lease agreement terminates before the end of the useful life of the Project and the real property is not simultaneously re-leased under a new lease agreement that complies with the Regulations, or fee title to the property is not simultaneously transferred to Grantee; or

(4) As provided under Section 4.3 or 4.4.

Section 6.2 – NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

CHFFA shall provide written notice to Grantee of any Event of Default by specifying: (1) the nature of the event or deficiency that gave rise to the Event of Default; (2) the action required to cure the Event of Default, if an action to cure is possible; and (3) a date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, so long as Grantee has commenced to cure within such time, then CHFFA may allow the Grantee a reasonable period thereafter within which to fully cure the Event of Default.

Section 6.3 – **REMEDIES.** If an Event of Default has occurred and is continuing, CHFFA shall have the right to pursue remedies in accordance with Section 7127 of the Regulations and to take any other actions in law or in equity to enforce performance and observance of any obligation, agreement or covenant of Grantee under this Agreement. CHFFA shall also have the right to take and hold title to the real property as provided in Section 4.3 or 4.4.

ARTICLE VII – MISCELLANEOUS

Section 7.1 – **ENTIRE AGREEMENT.** This Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and may be amended, changed or modified in a writing signed by Grantee and CHFFA.

Section 7.2 – **NOTICES.** Unless otherwise agreed upon in writing by CHFFA and Grantee, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

(i) If to Grantee:

Alameda County Behavioral Health Care Services

2000 Embarcadero Cove, Suite 400

Oakland, CA 94606

Attention: Toni Tullys, Deputy Director

- (ii) If to the Authority:
California Health Facilities
Financing Authority
915 Capitol Mall, Suite 590
Sacramento, California 95814
Attention: Executive Director

Section 7.3 – COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 7.4 – GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived in writing by the Authority) be filed and maintained in the County of Sacramento.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first hereinabove written. Grantee certifies that the Authorized Officer below is authorized to execute and deliver this Agreement, and the Authorized Officer or his or her designee is authorized to carry out and consummate all transactions contemplated hereby.

GRANTEE:
COUNTY OF ALAMEDA

By: _____ [Authorized Officer]
Print Name/Title: Manuel J. Jimenez, Jr., Behavioral Health Director
Date: _____

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY:

By: _____
Executive Director
Date: _____

Exhibit A

GRANT AWARD LETTER



CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

915 Capitol Mall, Suite 590
Sacramento, CA 95814
p (916) 653-2799
f (916) 654-5362
chffa@treasurer.ca.gov
www.treasurer.ca.gov/chffa

December 18, 2015

Manuel Jimenez
Director
Alameda County
Behavioral Health Care Services
2000 Embarcadero Cove, 4th Floor
Oakland, CA 94606

RE: Investment in Mental Health Wellness Grant Program
Final Allocation – Fourth Funding Round
County of Alameda
Total Approved Grant Award: \$3,912,676.00

Dear Mr. Jimenez:

I am pleased to inform you that the California Health Facilities Financing Authority (“the Authority”) approved a final allocation to the County of Alameda under the Investment in Mental Health Wellness Grant Program (the “Program”) at its December 3, 2015 meeting. The final allocation is set forth in the attachment to this letter.

Please be advised that funding of this grant is conditioned upon the County of Alameda meeting certain requirements as specified in the Program regulations, including signing a grant agreement and providing requested documentation acceptable to the Authority prior to disbursement of funds. The Authority reserves the right to modify or cancel the commitment of grant funds upon failure to execute a grant agreement or other failure to comply with the Program regulations. The Authority may also modify or cancel the grant award if the Authority becomes aware of any matter which, if known at the time of Application review and approval, would have resulted in the rejection of the Application or the grant not being approved. The Authority is not liable in any manner whatsoever should such funding not be completed for any reason whatsoever. The grant is subject to availability of funds.

The grant period begins on December 3, 2015 and ends June 30, 2017 unless the grant period is extended by the Authority. The County must be determined “feasible, sustainable, and ready” as per the Program regulations (California Code of Regulations, Title 4, Section 7119 (a)(4)) within nine months after December 3, 2015, which is September 3, 2016. A disbursement request form with accompanying documents as per California Code of Regulations, Title 4, Section 7125 must be received by the Authority a month before your resolution expiration date or you must submit a reasonable justification for an extension to be considered by the Authority board. Eligible costs are described in the Program regulations (California Code of Regulations, Title 4, Section 7115) and are limited to the project as further detailed in the grant agreement and attachment to this letter.

MEMBERS

JOHN CHIANG, CHAIRMAN
State Treasurer

BETTY T. YEE
State Controller

MICHAEL COHEN
Director of Finance

JUDITH N. FRANK

JAY HANSEN

ANN MADDEN RICE

OSCAR SABLAN, M.D.

JACK BUCKHORN

PEDRO REYES

EXECUTIVE DIRECTOR
Diane Stanton

Alameda County
Behavioral Health Care Services
December 18, 2015
Page 2

Brock Lewis will serve as the grant officer to assist you throughout the grant period. The grant officer will be contacting you to discuss the next steps of the grant disbursement process, including the Authority's request for a resolution from your governing board authorizing the acceptance of the grant and all responsibilities flowing therefrom. If there are material changes to the project, please contact your grant officer immediately. Also, please feel free to contact your grant officer directly with questions or concerns by telephone at (916) 651-9599 or e-mail at Brock.Lewis@treasurer.ca.gov.

In closing, on behalf of the Authority, I want to congratulate you and wish you success with this project. We look forward to working with you to improve and expand mental health crisis services in California.

Sincerely,

A handwritten signature in blue ink, appearing to read "Diane Stanton". The signature is fluid and cursive, with a large initial "D" and a long, sweeping tail.

Diane Stanton
Executive Director

Attachments

ATTACHMENT

PROJECT DESCRIPTION

The proceeds of the grant will be used by the County of Alameda as follows:

Crisis Residential Treatment Program

The County of Alameda (the “County”) plans to develop a new 14-bed Crisis Residential Treatment (“CRT”) Program. The CRT Program will provide community-based, unlocked, voluntary psychiatric programs that will serve adults 18 and older with serious mental illnesses to stabilize their mental health symptoms and develop effective self-reliance skills in a home-like environment. The CRT Program will operate 24 hours per day, seven days per week and is expected to provide services for more than 600 stays per year while serving about 400 unique individuals. Grant funds will be used for construction or renovation, the purchase of furnishings and equipment, information technology costs, and for three months of program startup or expansion costs.

Crisis Stabilization Program

The County plans to develop a new 12-bed Crisis Stabilization (“CS”) Program. The CS Program expects to provide services to at least 1,300 individuals annually and will provide intake and assessment capacity 24 hours a day with the ability to accept persons with high levels of acuity. Grant funds will be used for construction or renovation, the purchase of furnishings and equipment, information technology costs, and for three months of program startup or expansion costs.

Summary of Amounts:

Program	Approved Grant Amount
Crisis Residential Treatment	\$ 1,729,558.00
Crisis Stabilization	\$ 2,183,118.00
Total	\$ <u>3,912,676.00</u>

Exhibit B

RESOLUTION

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

RESOLUTION NO. MH 2015-06

**A RESOLUTION OF THE CALIFORNIA HEALTH
FACILITIES FINANCING AUTHORITY APPROVING
EXECUTION AND DELIVERY OF GRANT FUNDING UNDER
THE INVESTMENT IN MENTAL HEALTH WELLNESS GRANT PROGRAM
TO THE COUNTY OF ALAMEDA**

WHEREAS, The California Health Facilities Financing Authority (the “Authority”), a public instrumentality of the State of California, is authorized by the Investment in Mental Health Wellness Act of 2013 (Welfare and Institutions Code Section 5848.5, the “Act”) and implementing regulations (California Code of Regulations Title 4, Division 10, Chapter 5 (commencing with Section 7113)) to award grants for capital funding and personnel funding to finance eligible projects; and

WHEREAS, Authority staff reviewed the application submitted by County of Alameda (“Grantee”) against the eligibility requirements of the Act and implementing regulations and, pursuant to the Act and implementing regulations, recommends approval of a grant in an amount not to exceed \$3,912,676.00 for the eligible project (the “Project”), which consists of no more than \$1,729,558.00 for crisis residential treatment capital costs and no more than \$2,183,118.00 for crisis stabilization capital costs;

NOW THEREFORE BE IT RESOLVED by the California Health Facilities Financing Authority, as follows:

Section 1. The Authority hereby approves a grant in a total amount not to exceed \$3,912,676.00 to complete the Project as described in the Grantee’s application and as more particularly described in Exhibit A to this Resolution (Exhibit A is hereby incorporated by reference) within a project period that ends on June 30, 2017.

Section 2. The Executive Director is hereby authorized, for and on behalf of the Authority to approve any minor, non-material changes in the Project described in the application submitted to the Authority and extend the project period completion date identified in Section 1 as authorized under the Act and implementing regulations. Nothing in this Resolution shall be construed to require the Authority to provide any additional funding, even if more grants are approved than there is available funding. Any notice to the Grantee shall indicate that the Authority shall not be liable to the Grantee in any manner whatsoever should such funding not be completed for any reason whatsoever.

Section 3. The Executive Director is hereby authorized and directed, for and on behalf of the Authority, to disburse funds not to exceed those amounts approved by the Authority for the Grantee. The Executive Director is further authorized and directed, for and on behalf of the Authority, to execute and deliver to the Grantee any and all documents necessary to complete the disbursement of funds that are consistent with the Act and implementing regulations.

Section 4. The Executive Director of the Authority is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which the Executive Director deems necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby.

Section 5. This Resolution expires June 30, 2017.

Date Approved: December 3, 2015

EXHIBIT A

PROJECT DESCRIPTION

The proceeds of the grant will be used by the County of Alameda as follows:

Crisis Residential Treatment Program

The County of Alameda (the “County”) plans to develop a new 14-bed Crisis Residential Treatment (“CRT”) Program. The CRT Program will provide community-based, unlocked, voluntary psychiatric programs that will serve adults 18 and older with serious mental illnesses to stabilize their mental health symptoms and develop effective self-reliance skills in a home-like environment. The CRT Program will operate 24 hours per day, seven days per week and is expected to provide services for more than 600 stays per year while serving about 400 unique individuals. Grant funds will be used for construction or renovation, the purchase of furnishings and equipment, information technology costs, and for three months of program startup or expansion costs.

Crisis Stabilization Program

The County plans to develop a new 12-bed Crisis Stabilization (“CS”) Program. The CS Program expects to provide services to at least 1,300 individuals annually and will provide intake and assessment capacity 24 hours a day with the ability to accept persons with high levels of acuity. Grant funds will be used for construction or renovation, the purchase of furnishings and equipment, information technology costs, and for three months of program startup or expansion costs.

Summary of Amounts:

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Crisis Stabilization	\$ 2,183,118.00
Total	\$ 3,912,676.00

Exhibit C

RESOLUTION OF GRANTEE'S GOVERNING BOARD

Tab 4

**Exhibit C
Resolution of Grantee's Governing Board**

Please replace this page with the approved / adopted Resolution of Grantee's Governing Board

**Grantee to insert
Approved Resolution**

Exhibit D

PROJECT DESCRIPTION

The Project Description, as described in Exhibit A to the Authority’s December 3, 2015 Resolution No. MH 2015-06 is as follows:

The proceeds of the grant will be used by the County of Alameda as follows:

Crisis Residential Treatment Program

The County of Alameda (the “County”) plans to develop a new 14-bed Crisis Residential Treatment (“CRT”) Program. The CRT Program will provide community-based, unlocked, voluntary psychiatric programs that will serve adults 18 and older with serious mental illnesses to stabilize their mental health symptoms and develop effective self-reliance skills in a home-like environment. The CRT Program will operate 24 hours per day, seven days per week and is expected to provide services for more than 600 stays per year while serving about 400 unique individuals. Grant funds will be used for construction or renovation, the purchase of furnishings and equipment, information technology costs, and for three months of program startup or expansion costs.

Crisis Stabilization Program

The County plans to develop a new 12-bed Crisis Stabilization (“CS”) Program. The CS Program expects to provide services to at least 1,300 individuals annually and will provide intake and assessment capacity 24 hours a day with the ability to accept persons with high levels of acuity. Grant funds will be used for construction or renovation, the purchase of furnishings and equipment, information technology costs, and for three months of program startup or expansion costs.

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