


CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. El Dorado County ("Participant") desires to participate in the Program identified below.
Name of Program: Psychiatric Inpatient Concurrent Review
2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
 - Exhibit A Program Description
 - Exhibit B General Terms and Conditions
 - Exhibit C County Specific Funding
3. The first installment of \$6,876.80 is due by Participant within 30 days of execution of this Agreement.
4. Funds payable under this agreement are subject to reversion:
 - Yes: Reversion Date _____
 - No.
5. The term of the Program is upon Final Execution, through December 31, 2024.
6. Authorized Signatures:

CalMHSA


Signed: 
Amie Miller (Sep 17, 2022 21:05 PDT)

Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director

Date: 09/17/2022

Participant: El Dorado County

Signed: 

Name (Printed): Lori Parlin

Title: Chair, Board of Supervisors

Date: 9/20/22

Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Department of Health Care Services (DHCS) – A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.
- C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- E. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- F. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- G. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the Fiscal and Administrative agent for the Program.
 - 2. Invoice and collect funds from Participant for the Program.
 - 3. Provide quarterly utilization reports to Participant.
 - 4. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 5. Work closely with the Contractor to coordinate on implementation and onboarding of participating MHPs.
 - 6. Monitor and administer the Services Agreement on behalf of Participants.
 - 7. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 8. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:

- c. The First Installment in the amount of \$6,876.80 is due by Participant to CalMHSA within 30 days of execution of this Participation Agreement.
- C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

VII. Notice

All notices under this Participation Agreement shall be provided 1) by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Laura Li Position: Chief Administrative Officer
Address: 1601 Arden Way, Suite 175, Sacramento, CA 95815
Email: laura.li@calmhsa.org Telephone: (279) 234-0700

CC Email to Name: Randall Keen, Manatt Email: RKeen@manatt.com

If to Participant:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
HSA-Contracts@edcgov.us