

4607-SHB-2023-EDC-AM1
State Hospital Beds Program
El Dorado County #8132 AI
April 1, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT #8132
AMENDMENT I
State Hospital Beds Program ("Program")

This First Amendment to Agreement No. 4607-SHB-2023-EDC (#8132) executed December 19, 2023 (hereinafter referred to as "Agreement"), is made and entered into by and between the California Mental Health Service Authority (hereinafter referred to as "CalMHSA") and El Dorado County Health and Human Services Agency (HHS) on behalf of its Behavioral Health Division (hereinafter referred to as "Participant").

Whereas, the parties hereto desire to amend the Agreement to modify the Program Term end date from June 30, 2025 to June 30, 2026, thereby modifying Exhibit A marked "Program Description and Funding" II. Term of Program and Exhibit B marked "General Terms and Conditions" III. Duration, Term and Amendment, A.

Whereas, the parties hereto desire to amend the Agreement to modify Program Funding by adding \$1,402 in funding for the Modified Program Term, thereby amending Exhibit A, IV. Fees; Exhibit B, V. Fiscal Provisions, B. Payment Terms; and Exhibit C marked "County Specific Funding".

Whereas, the parties hereto desire to amend the Agreement to update contract provisions included in Exhibit B, amending VII. Notice and adding VIII. Additional Terms and Conditions.

All other terms or provisions in the Agreement not amended by this First Amendment shall remain in full force and effect.

Modifications to the Agreement:

- 1) **II. Term of Program**, included in Exhibit A, is amended in its entirety to read as follows:

II. Term of Program: July 1, 2023 – June 30, 2026

- 2) **IV. Fees**, included in Exhibit A, is amended in its entirety to read as follows:

IV. Fees:

The program fee for the State Hospital Program is \$1,402 per bed allocation per county (bed allocation determined by the Department of State Hospitals (DSH). Each county must pay a minimum fee of \$1,402 per bed per fiscal year even if the annual bed allocation is zero (0). Based on June 2023 data provided by DSH, El Dorado County is currently allocated an annual bed number of zero (0) beds, therefore the fee, is \$1,402 for fiscal year 2023-2024, \$1,402 for fiscal year 2024-2025, and \$1,402 for fiscal year 2025-2026 for a total of \$4,206. The first installment of \$1,402 for FY 23/24 is due to CalMHSA upon execution of this Agreement. The second installment of \$1,402 for the FY 24/25 is due on July 1, 2024. The third installment of \$1,402 for the FY 25/26 will be invoiced by CalMHSA on July 1, 2025 and due within 30 days of receipt of invoice.

- 3) **III. Duration, Term, and Amendment, subsection A.**, included in Exhibit B, is amended in its entirety to read as follows:

A. The term of the Program is for 36 months.

- 4) **V. Fiscal Provisions, B. Payment Terms**, included in Exhibit B, is amended in its entirety to read as follows:

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- B. Payment Terms – Participant shall issue payment to CalMHSA within 30 days upon execution of the initial Agreement for fiscal year 2023-2024, on July 1 for fiscal year 2024-2025, and within 30 days of receipt of invoice for fiscal year 2025-2026.

- 5) **VII. Notice**, included in Exhibit B, is amended in its entirety to read as follows:

VII. Notice

All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to Participant shall be addressed as follows: with a copy to:

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

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the Participant directs.

Notices to CalMHSA shall be addressed as follows:

CalMHSA
1610 Arden Way, Suite 175
Sacramento, CA 95815
ATTN: Brandon Connors, Legal Counsel & Privacy Officer
contracts@calmhsa.org
CC: Randall Keen, Manatt RKeen@manatt.com

or to such other location or email as CalMHSA directs.

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

- 6) **VIII. Additional Terms and Conditions** is added to Exhibit B to read as follows:

VIII. Additional Terms and Conditions

- A. **Contract Administrator:** The County of El Dorado ("County") Officer or employee with responsibility for administering this Agreement is Christianne Kernes, Deputy Director, Behavioral Health, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the

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primary Contract Administrator of this Agreement and HHSA Administration shall provide CalMHSA with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

- B. **Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

- 7) **I. Funding Allocation**, included in Exhibit C, is amended in its entirety to read as follows:

I. Funding Allocation

RATE	Beds Per Year	FY 2023-26	TOTAL
Yr 1 \$1,402	0	\$1,402	\$1,402
Yr 2 \$1,402	0	\$1,402	\$1,402
Yr 3 \$1,402	0	\$1,402	\$1,402
			\$4,206

Note:

- County's bed allocation per year is based on bed count data as of June 26, 2023 provided by DSH.

All other terms or provisions in the Agreement No. 4607-SHB-2023-EDC (#8132) not amended by this First Amendment shall remain in full force and effect.

Requesting Contract Administrator Concurrence:

Signed:  Name (Printed): Christianne Kernes
Christianne Kernes (May 9, 2025 13:04 PDT)
 Title: Deputy Director of Behavioral Health Date: 05/09/2025

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IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this First Amendment to Agreement No. 4607-SHB-2023-EDC (#8132) by causing their duly authorized officers or representatives to execute this First Amendment as set out below.

PARTICIPANT: County of El Dorado

Signed: _____ Name (Printed): George Turnboo

Title: Chair, Board of Supervisors Date: _____

ATTEST:

Kim Dawson

Clerk of the Board of Supervisors

Signed: _____ Name (Printed): Kyra Scharffenberg

Title: Deputy Clerk Date: _____

CalMHSA

DocuSigned by:

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Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: 4/23/2025