


CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

- 1.e El Dorado County ("Participant") desires to participate in the Program identified below.e
Name of Program: **State Hospital Program**
- 2.e 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 ("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 and Funding
 - Exhibit B General Terms and Conditions
 - Exhibit C County Specific Funding
- 3.e The maximum amount payable under this Agreement per annum is \$2,804e
- 4.e The first installment for FY23/24 in the amount of \$1,402 is due by Participant upon execution of this Agreement.
- 5.e Funds payable under this Agreement are not subject to reversion.e
- 6.e The term of the Program is July 1, 2023, through June 30, 2025e
- 7.e Authorized Signatures:e

CalMHSA

DocuSigned by:
 Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
 Title: Executive Director Date: 12/19/2023

Participant: El Dorado County

Signed:  Name (Printed): Wendy Thomas
 Title: Chair, Board of Supervisors Date: 12/12/23

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

- I. Name of Program: State Hospital Program**
- II. Term of Program: July 1, 2023- June 30, 2025**
- III. Program Objective and Overview:**

Objective:

The State Hospital Program is focused on streamlining administration and contracting between the Department of State Hospitals and Counties/Cities. In the past, each County was required to negotiate bed rates individually. In addition, due to an ongoing patient waitlist, CalMHSA and Members are interested in exploring facilities to provide alternative placement opportunities.

Overview:

CalMHSA, on behalf of the Members including the above-signed, will function as the main point of contact and the lead in negotiations of a Memorandum of Understanding for terms and rates for psychiatric bed utilization at the Department of State Hospitals. In addition, CalMHSA shall work with the Members to explore and determine the feasibility of local infrastructure projects to serve as alternative facilities to Department of State Hospitals.

- 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. Based on June 2023 data provided by DSH, El Dorado County is currently allocated an annual bed number of 0 beds, therefore the fee, is \$1,402 for fiscal year 2023-2024 and \$1,402 for fiscal year 2024-2025 for a total of \$2,804. 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.

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 State Hospitals (DSH) – Manages the California state hospital system, and provides mental health services to patients admitted into DSH facilities. Facilities overseen by DSH include Atascadero, Coalinga, Metropolitan, Napa, and Patton.
- 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.t Responsibilities of CalMHSA:t
 - 1.t Negotiate Memorandum of Understanding with Department of State Hospitals.t
 - 2.t Act as the administrative agent for the Program.t
 - 3.t Manage funds received consistent with the requirements of any applicable laws,t regulations, guidelines and/or contractual obligations.t
 - 4.t Provide regular fiscal reports, as requested, to Participant and/or other public agencies with a right to such reports.t
 - 5.t Comply with CalMHSA’s Joint Powers Agreement and Bylaws.t
- B.t Responsibilities of Participant:t
 - 1.t Timely transfer of full funding amount for the Program as specified in Exhibit A,t Program Description and Funding, including administrative fee.t
 - 2.t Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.t
 - 3.t Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.t

- 4.e Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.e
- 5.e Provide feedback on Program performance.e
- 6.e Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.e

III. Duration, Term, and Amendment

- A.e The term of the Program is for 24 months.e
- B.e This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.e

IV. Withdrawal, Cancellation, and Termination

- A.e Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.e
- B.e The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contribution of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation. All funds set forth in this contract shall be deemed to have been earned on the date payment is due in accordance with the provisions hereof and shall be non-refundable in whole or in part under any circumstances (exclusive of overpayments and other manifest errors).e

V. Fiscal Provisions

- A.e Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.e
- B.e Payment Terms – Participant shall issue payment to CalMHSA by the first day of each fiscal year; on July 1 for fiscal years 2024-2025, and within thirty days upon execution of this agreement for the fiscal year 2023-2024.e
- C.e In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.e

VI. Limitation of Liability and Indemnification

- A.e CalMHSA is responsible only for funds as instructed and authorized by participants. Without Participant's instructions and authorization, CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement.e
- B.e 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

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State Hospital Program
Date: 9/1/2023

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: Peggy Quarenghi Position: Sr. Corporate Counsel
Address: 1601 Arden Way, Suite 175, Sacramento, CA 95815
Email: contracts@calmhsa.org Telephone: (916) 956-8632
CC Email to Name: Randall Keen, Manatt Email: RKeen@manatt.com

If to Participant: El Dorado County

Name: _____ Position: _____
Address: _____
Email: _____ Telephone: _____
CC Email to Name: _____ Email: _____



Participation Agreement for Department of State Hospital Program
EXHIBIT C – COUNTY SPECIFIC FUNDING

I. Funding Allocation

RATE	Beds Per Year	FY 2023-25	TOTAL
Yr 1 \$1,402	0	\$1,402	\$1,402
Yr 2 \$1,402	0	\$1,402	\$1,402
			\$2,804

Note:

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

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:

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

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

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

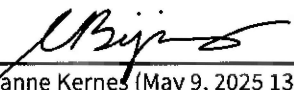
RATE	Beds Per Year	FY 2023-26	TOTAL
Yr 1 \$1,402	0	\$1,402	\$1,402
Yr 2 \$1,402	0	\$1,402	\$1,402
Yr 3 \$1,402	0	\$1,402	\$1,402
			\$4,206

Note:

1. 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.

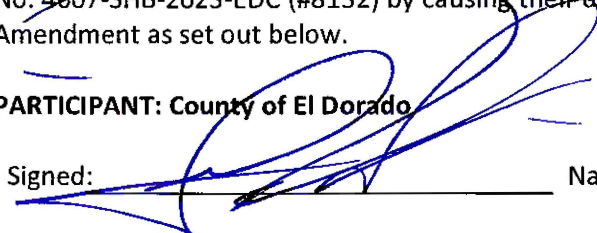
Requesting Contract Administrator Concurrence:

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

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

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 Turnbo

Title: Chair, Board of Supervisors Date: 6/24/2025

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors



Signed: _____ Name (Printed): ~~Kyra Scharffenberg~~ Tyler Hartsell

Title: Deputy Clerk Date: 6/24/2025

CalMHSA

DocuSigned by:
Amie Miller
62E9EFDAB7CC446...

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

Title: Executive Director Date: 4/23/2025