

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT #8132
AMENDMENT II
State Hospital Beds Program (“Program”)**

This Second Amendment to Agreement No. 4607-SHB-2023-EDC (#8132) executed December 19, 2023, and First Amendment to Agreement No. 4607-SHB-2023-EDC (#8132) executed June 24, 2025 (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”).

RECITALS

Whereas, the parties hereto desire to amend the Agreement to modify the Program Term end date from June 30, 2026 to June 30, 2027, 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 VIII. Additional Terms and Conditions, adding C. Insurance – Additional Insured Requirement.

All other terms or provisions in the Agreement not amended by this Second 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, 2027

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, \$1,402 for fiscal year 2025-2026, and \$1,402 for fiscal year 2026-2027, for a total of \$5,608. 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 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 thirty (30) days of receipt of invoice. The fourth installment of \$1,402 for FY 26/27 will be invoiced by CalMHSA on July 1, 2026 and due within forty-five (45) days of receipt of invoice.

- 3) **III. Duration, Term, and Amendment, A.** included in Exhibit B is amended in its entirety to read as follows:
 A. The term of the Program is for 48 months.
- 4) **V. Fiscal Provisions, B. Payment Terms**, included in Exhibit B, is amended in its entirety to read as follows:
 B. Payment Terms – Participant shall issue payment to CalMHSA within thirty (30) days upon execution of the initial Agreement for fiscal year 2023-2024, on July 1 for fiscal year 2024-2025, within thirty (30) days of receipt of invoice for fiscal year 2025-2026, and within forty-five (45) days of receipt of invoice for fiscal year 2026-2027.

- 5) **VIII. Additional Terms and Conditions**, included in Exhibit B, is amended in its entirety 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, 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 HHS 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.
- C. **Insurance – Additional Insured Requirement.** CalMHSA shall name Participant, its officers, officials, employees, and volunteers, as additional insureds under CalMHSA’s liability insurance policy with respect to work or services performed under this Agreement.

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

| Fiscal Year (FY) | Beds Per FY | Rate |
|-------------------------|--------------------|----------------|
| FY 2023-24 | 0 | \$1,402 |
| FY 2024-25 | 0 | \$1,402 |
| FY 2025-26 | 0 | \$1,402 |
| FY 2026-27 | 0 | \$1,402 |

The total funding allocation for FY 2023–27 is \$5,608.

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 Second Amendment shall remain in full force and effect.

Requesting Contract Administrator Concurrence:

Signed: _____ Name (Printed): Christianne Kernes

Title: Deputy Director of Behavioral Health Date: _____

Requesting Department Head Concurrence:

Signed: _____ Name (Printed): Olivia Byron-Cooper, MPH

Title: Director of HHSA Date: _____

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

PARTICIPANT: County of El Dorado

Signed: _____ Name (Printed): Brooke Laine

Title: Chair, Board of Supervisors Date: _____

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

Signed: _____ Name (Printed): _____

Title: Deputy Clerk Date: _____

CaMHSA

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

Title: Executive Director Date: _____