CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT #10153
PSYCHIATRIC INPATIENT CONCURRENT REVIEW PROGRAM

This **PARTICIPATION AGREEMENT** is made and entered into by and between County of El Dorado, a political subdivision of the state of California (hereinafter referred to as "Participant") and California Mental Health Services Authority (hereinafter referred to as "CalMHSA") on the terms provided in this Participation Agreement ("Agreement').

1. **Purpose:** Participant desires to participate in the Psychiatric Inpatient Concurrent Review Program (hereinafter referred to as "PICR" and "Program") offered by CalMHSA in accordance with the terms provided in this Agreement and as outlined in Exhibit A marked, "Program Description, Funding and Fees" and Exhibit B marked "General Terms and Conditions," incorporated herein and made by reference a part hereof.

2. Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The parties acknowledge that the HIPAA Business Associate Agreement linked online at https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources, also applies to this Participation Agreement. Participant shall notify CalMHSA in writing, including via electronic communication, if the link to the HIPAA Business Associate Agreement changes or moves.

3. The following exhibits and attachment are attached and form part of this Agreement:
   - ☑ Exhibit A Program Description, Funding and Fees
   - ☑ Exhibit B General Terms and Conditions

4. **Program Name:** Psychiatric Inpatient Concurrent Review

5. **Program Description:** The Program is being administered by CalMHSA on behalf of Participants with the primary purpose of conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California county Mental Health Plans ("MHPs").

6. **Term of Services:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period set forth in Exhibit B, Section III, "Duration, Term, and Amendment."

7. **Service Fee**: The fees payable under this Agreement are set forth in Exhibit A, Section III and IV, incorporated herein and made by reference a part hereof. Upon execution of this Agreement, Participant will be invoiced the fees at the end of each month which are payable within 45 days from the date of invoice.

8. **Maximum Funding:** The maximum funding amount payable under this Agreement shall not exceed the amount set forth in Exhibit A, Section IV, "Program Funding" for the stated services during the term of the Agreement. Participant and CalMHSA acknowledge that an amendment to this Agreement would be required to increase the not-to-exceed amount set forth in Exhibit A, Section IV, "Program Funding."

El Dorado County Health and Human Services Agency (HHSA)

Contract Administrator

Signed: Keary L Mason
Keary L Mason (Apr 14, 2026 10:07:44 PDT)

Name (Printed): Keary Mason

Title: Manager of Mental Health Programs

Date: 04/14/2026

Director Concurrence

Signed: Olivia Byron-Cooper (Apr 14, 2026 10:37:28 PDT)

Name (Printed): Olivia Byron-Cooper, MPH

Title: Director of HHSA

Date: 04/14/2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Authorized Signatures:

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"

Signed: DocuSigned by: Dr. Amie Miller
82E9EFBAB7CC446...

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

Title: Executive Director

Date: 4/14/2026

COUNTY OF EL DORADO
"Participant"

Signed:

Name (Printed): Brooke Laine

Title: Chair, Board of Supervisors

Date: 6/9/26

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

Signed: Kyra Scharffenberg

Name (Printed): Kyra Scharffenberg

Title: Deputy Clerk

Date: 6/9/26

EXHIBIT A – PROGRAM DESCRIPTION, FUNDING AND FEES

I. **Name of Program:** Psychiatric Inpatient Concurrent Review ("PICR")

II. **Program Overview:**

Objective

CalMHSA shall administer this Program to assist participating counties in conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

Per the Department of Health Care Services ("DHCS") Behavioral Health Information Notice ("BHIN") 19-026 and BHIN 22-017, MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. These BHINs outline policy changes implemented to ensure an MHPs' compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, section 438.910).

By utilizing a technology-assisted concurrent review process, a consistent and efficient review process will support MHP compliance with BHINs 19-026, 22-017, 26-001, 26-002 (and any additional or superseding BHIN), and the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, section 438.910).

Services

CalMHSA has entered into a services contract ("Service Agreement") with Acentra Health, LLC (formerly known as Kepro/Keystone Peer Review Organization, Inc. ("Contractor")) to provide participating counties a web-enabled utilization review platform and clinical services to carry out psychiatric inpatient concurrent review and authorization services on behalf of multiple California County MHPs.

CalMHSA shall work closely with Contractor to coordinate implementation and onboarding of participating counties. Participants shall submit their Monthly Medi-Cal Eligibility Determination System (MEDS) Extract File ("MMEF") to Contractor via secure transfer utilizing Dropbox or a successor application, as determined by CalMHSA. For Participants utilizing the SmartCare electronic health record, Participant authorizes CalMHSA to import Participant's MMEF data from Participant's CalMHSA SmartCare instance, or any other data sources as otherwise agreed upon between CalMHSA and Participant, directly to Dropbox.

MHPs delegating concurrent review and authorization services to Contractor will range in size from small/rural to large counties and will be located throughout California. Although the review and authorization requirements are uniform, the communication practices may vary, as agreed upon, to accommodate the operational needs of the participating counties or inpatient psychiatric hospitals where county beneficiaries are hospitalized.

CalMHSA shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. CalMHSA, and all CalMHSA's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than in the performance of this

Agreement. The parties acknowledge that each party is a public agency subject to the California Public Records Act (Government Code section 6250 et seq.) ("CPRA"), and that records related to this Agreement may be requested by third parties and may be required to be disclosed pursuant to the CPRA unless an exemption applies. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

CalMHSA has executed a HIPAA Business Associate Agreement with the County (Agreement #6554), which shall apply to the services as set forth herein, incorporated herein and made by reference a part hereof.

III. Service Fee:

Participant agrees to pay the following Service Fee for each completed Treatment Authorization Request ("TAR") conducted on behalf of Participant:

Table A.

Applicable Period	Service Fee Per Review
07/01/2026 – 06/30/2028	$168

Notes:

Service Fee refers to the cost to complete each TAR and is inclusive of all costs and fees. Participant will be invoiced at the end of each month based on Participants' actual utilization of the services according to the rate set forth in Table A above for each TAR completed.

IV. Program Funding

Maximum program funding under this Agreement shall not exceed the Not to Exceed ("NTE") amount set forth below for all the stated services during the term of the Agreement:

Table B.

Applicable Period	Not to Exceed ("NTE")
07/01/2026 – 06/30/2028	$148,176

Notes:

The NTE is generally determined based on the county's highest annual utilization over the past three fiscal years, with an additional 25% allowance to accommodate potential increases in utilization over the term of this 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 (now the California Behavioral 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. Participant – Any County participating in the Program either as member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
E. 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. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
4. Upon request, provide fiscal reports to Participant and/or other public agencies with a right to such reports.
5. Upon request, provide utilization reports to Participant and, as applicable, guide Participant to access such reports through the Atrezzo platform.
6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
7. Work closely with the Contractor to coordinate on implementation and onboarding of participating MHPs.
8. Monitor and administer the Services Agreement on behalf of Participants.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as described in section V Fiscal Provisions.
2. Provide CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
3. Participant is responsible for tracking its own utilization and must request a contract maximum increase, if needed.
4. Any changes to the funding restrictions set out in the cover page will be communicated to CalMHSA within thirty (30) calendar days of any such changes made to Participant.

5. Provide feedback on Program performance, which shall include completing Acentra's Annual MHP Survey.
6. Participant shall timely notify CalMHSA of any staffing or contact changes that impact program communications, including changes to designated points of contact or key program staff, to ensure appropriate stakeholders receive all program-related updates.
7. Participant acknowledges that, in addition to CalMHSA's monthly vendor audits, the DHCS contracts with behavioral health plans ("BHPs") requires Participant to conduct independent monitoring of vendor activities. Participant shall maintain written policies and procedures describing its monitoring process, consistent with DHCS requirements, which require that a monitoring process be in place but do not prescribe a specific monitoring methodology.
8. Comply with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA's JPA Agreement and Bylaws.

III. Duration, Term and Amendment

A. This Agreement shall become effective upon final execution by both parties hereto and shall cover the period from July 1, 2026, and continue through June 30, 2028, unless earlier terminated or extended as provided below.
B. 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.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate this Agreement upon six (6) months' written notice.
B. 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 contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
C. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other issues. CalMHSA will use best efforts to provide advance written notice to Participant under the circumstances.
D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws. Unused funds that were paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions

A. Funding amount shall not exceed the amount stated in Exhibit A. Section IV. "Program Funding".

B. Payment Terms

1. The fees payable by Participant under this Agreement are set forth in Exhibit A. Section III "Service Fee."
2. Participant will be invoiced monthly by CalMHSA, and Participant will issue payment amount within forty-five (45) days of invoicing.
3. Each monthly invoice shall be based on the total number of Treatment Authorization Requests ("TARs") completed during that month.
4. The Participant's per TAR fee shall accrue from the actual utilization commencement date of Participant. The Participant shall not be invoiced until the client is discharged and a fully processed TAR is completed.

C. 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 Fees.

VI. Uptime and Support

A. Contractor's help desk is available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: CAReviews@Acentra.com.
B. The platform services may occasionally be temporarily unavailable due to maintenance or factors beyond the Contractor's control. The Contractor will make every effort to minimize downtime and will provide timely communication regarding any disruptions.

VII. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful misconduct in the performance of its obligations under this Agreement, including the performance of the indemnifying party's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the sole negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VIII. 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.

IX. No Responsibility for Mental Health Services. 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 pursuant to this Agreement.

X. Contract Administrator. The County of El Dorado Officer ("County") or employee with responsibility for administering this Agreement is Keary Mason, Manager of Mental Health Programs, Behavioral Health Division, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County

and a successor is pending, or HHSA 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 the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice" herein.

XI. **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.

XII. **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:

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

with a copy to:

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 Participant directs.

Notices to CalMHSA shall be addressed as follows:

CalMHSA
1610 Arden Way, Suite 175
Sacramento, CA 95815
ATTN: Brandon Connors, Director of Contract Management & Legal Counsel
brandon.connors@calmhsa.org
Telephone: (888) 210-2515
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.

XIII. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT #10153
PSYCHIATRIC INPATIENT CONCURRENT REVIEW PROGRAM

This **PARTICIPATION AGREEMENT** is made and entered into by and between County of El Dorado, a political subdivision of the state of California (hereinafter referred to as "Participant") and California Mental Health Services Authority (hereinafter referred to as "CalMHSA") on the terms provided in this Participation Agreement ("Agreement').

1. **Purpose:** Participant desires to participate in the Psychiatric Inpatient Concurrent Review Program (hereinafter referred to as "PICR" and "Program") offered by CalMHSA in accordance with the terms provided in this Agreement and as outlined in Exhibit A marked, "Program Description, Funding and Fees" and Exhibit B marked "General Terms and Conditions," incorporated herein and made by reference a part hereof.

2. Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The parties acknowledge that the HIPAA Business Associate Agreement linked online at https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources, also applies to this Participation Agreement. Participant shall notify CalMHSA in writing, including via electronic communication, if the link to the HIPAA Business Associate Agreement changes or moves.

3. The following exhibits and attachment are attached and form part of this Agreement:
   - ☑ Exhibit A Program Description, Funding and Fees
   - ☑ Exhibit B General Terms and Conditions

4. **Program Name:** Psychiatric Inpatient Concurrent Review

5. **Program Description:** The Program is being administered by CalMHSA on behalf of Participants with the primary purpose of conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California county Mental Health Plans ("MHPs").

6. **Term of Services:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period set forth in Exhibit B, Section III, "Duration, Term, and Amendment."

7. **Service Fee**: The fees payable under this Agreement are set forth in Exhibit A, Section III and IV, incorporated herein and made by reference a part hereof. Upon execution of this Agreement, Participant will be invoiced the fees at the end of each month which are payable within 45 days from the date of invoice.

8. **Maximum Funding:** The maximum funding amount payable under this Agreement shall not exceed the amount set forth in Exhibit A, Section IV, "Program Funding" for the stated services during the term of the Agreement. Participant and CalMHSA acknowledge that an amendment to this Agreement would be required to increase the not-to-exceed amount set forth in Exhibit A, Section IV, "Program Funding."

El Dorado County Health and Human Services Agency (HHSA)

Contract Administrator

Signed:_____ Name (Printed): Keary Mason

Title: Manager of Mental Health Programs Date:_____

Director Concurrence

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

Title: Director of HHSA Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Authorized Signatures:

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"

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

Title: Executive Director Date:_____

COUNTY OF EL DORADO
"Participant"

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:_____

EXHIBIT A – PROGRAM DESCRIPTION, FUNDING AND FEES

I. **Name of Program:** Psychiatric Inpatient Concurrent Review ("PICR")

II. **Program Overview:**

Objective

CalMHSA shall administer this Program to assist participating counties in conducting concurrent review and authorization for all psychiatric inpatient hospital and psychiatric health facility services on behalf of participating California County Mental Health Plans ("MHPs").

Per the Department of Health Care Services ("DHCS") Behavioral Health Information Notice ("BHIN") 19-026 and BHIN 22-017, MHPs are required to conduct concurrent review and authorization for all psychiatric inpatient hospital services and psychiatric health facility services. These BHINs outline policy changes implemented to ensure an MHPs' compliance with the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the CFR, section 438.910).

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CalMHSA has entered into a services contract ("Service Agreement") with Acentra Health, LLC (formerly known as Kepro/Keystone Peer Review Organization, Inc. ("Contractor")) to provide participating counties a web-enabled utilization review platform and clinical services to carry out psychiatric inpatient concurrent review and authorization services on behalf of multiple California County MHPs.

CalMHSA shall work closely with Contractor to coordinate implementation and onboarding of participating counties. Participants shall submit their Monthly Medi-Cal Eligibility Determination System (MEDS) Extract File ("MMEF") to Contractor via secure transfer utilizing Dropbox or a successor application, as determined by CalMHSA. For Participants utilizing the SmartCare electronic health record, Participant authorizes CalMHSA to import Participant's MMEF data from Participant's CalMHSA SmartCare instance, or any other data sources as otherwise agreed upon between CalMHSA and Participant, directly to Dropbox.

MHPs delegating concurrent review and authorization services to Contractor will range in size from small/rural to large counties and will be located throughout California. Although the review and authorization requirements are uniform, the communication practices may vary, as agreed upon, to accommodate the operational needs of the participating counties or inpatient psychiatric hospitals where county beneficiaries are hospitalized.

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Agreement. The parties acknowledge that each party is a public agency subject to the California Public Records Act (Government Code section 6250 et seq.) ("CPRA"), and that records related to this Agreement may be requested by third parties and may be required to be disclosed pursuant to the CPRA unless an exemption applies. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

CalMHSA has executed a HIPAA Business Associate Agreement with the County (Agreement #6554), which shall apply to the services as set forth herein, incorporated herein and made by reference a part hereof.

III. Service Fee:

Participant agrees to pay the following Service Fee for each completed Treatment Authorization Request ("TAR") conducted on behalf of Participant:

Table A.

Applicable Period	Service Fee Per Review
07/01/2026 – 06/30/2028	$168

Notes:

Service Fee refers to the cost to complete each TAR and is inclusive of all costs and fees. Participant will be invoiced at the end of each month based on Participants' actual utilization of the services according to the rate set forth in Table A above for each TAR completed.

IV. Program Funding

Maximum program funding under this Agreement shall not exceed the Not to Exceed ("NTE") amount set forth below for all the stated services during the term of the Agreement:

Table B.

Applicable Period	Not to Exceed ("NTE")
07/01/2026 – 06/30/2028	$148,176

Notes:

The NTE is generally determined based on the county's highest annual utilization over the past three fiscal years, with an additional 25% allowance to accommodate potential increases in utilization over the term of this 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:

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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.
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D. Participant – Any County participating in the Program either as member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
E. 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. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
4. Upon request, provide fiscal reports to Participant and/or other public agencies with a right to such reports.
5. Upon request, provide utilization reports to Participant and, as applicable, guide Participant to access such reports through the Atrezzo platform.
6. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
7. Work closely with the Contractor to coordinate on implementation and onboarding of participating MHPs.
8. Monitor and administer the Services Agreement on behalf of Participants.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as described in section V Fiscal Provisions.
2. Provide CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
3. Participant is responsible for tracking its own utilization and must request a contract maximum increase, if needed.
4. Any changes to the funding restrictions set out in the cover page will be communicated to CalMHSA within thirty (30) calendar days of any such changes made to Participant.

5. Provide feedback on Program performance, which shall include completing Acentra's Annual MHP Survey.
6. Participant shall timely notify CalMHSA of any staffing or contact changes that impact program communications, including changes to designated points of contact or key program staff, to ensure appropriate stakeholders receive all program-related updates.
7. Participant acknowledges that, in addition to CalMHSA's monthly vendor audits, the DHCS contracts with behavioral health plans ("BHPs") requires Participant to conduct independent monitoring of vendor activities. Participant shall maintain written policies and procedures describing its monitoring process, consistent with DHCS requirements, which require that a monitoring process be in place but do not prescribe a specific monitoring methodology.
8. Comply with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA's JPA Agreement and Bylaws.

III. Duration, Term and Amendment

A. This Agreement shall become effective upon final execution by both parties hereto and shall cover the period from July 1, 2026, and continue through June 30, 2028, unless earlier terminated or extended as provided below.
B. 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.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate this Agreement upon six (6) months' written notice.
B. 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 contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
C. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other issues. CalMHSA will use best efforts to provide advance written notice to Participant under the circumstances.
D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws. Unused funds that were paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions

A. Funding amount shall not exceed the amount stated in Exhibit A. Section IV. "Program Funding".

B. Payment Terms

1. The fees payable by Participant under this Agreement are set forth in Exhibit A. Section III "Service Fee."
2. Participant will be invoiced monthly by CalMHSA, and Participant will issue payment amount within forty-five (45) days of invoicing.
3. Each monthly invoice shall be based on the total number of Treatment Authorization Requests ("TARs") completed during that month.
4. The Participant's per TAR fee shall accrue from the actual utilization commencement date of Participant. The Participant shall not be invoiced until the client is discharged and a fully processed TAR is completed.

C. 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 Fees.

VI. Uptime and Support

A. Contractor's help desk is available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: CAReviews@Acentra.com.
B. The platform services may occasionally be temporarily unavailable due to maintenance or factors beyond the Contractor's control. The Contractor will make every effort to minimize downtime and will provide timely communication regarding any disruptions.

VII. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful misconduct in the performance of its obligations under this Agreement, including the performance of the indemnifying party's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the sole negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VIII. 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.

IX. No Responsibility for Mental Health Services. 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 pursuant to this Agreement.

X. Contract Administrator. The County of El Dorado Officer ("County") or employee with responsibility for administering this Agreement is Keary Mason, Manager of Mental Health Programs, Behavioral Health Division, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County

and a successor is pending, or HHSA 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 the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice" herein.

XI. **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.

XII. **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:
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

with a copy to:
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 Participant directs.

Notices to CalMHSA shall be addressed as follows:

CalMHSA
1610 Arden Way, Suite 175
Sacramento, CA 95815
ATTN: Brandon Connors, Director of Contract Management & Legal Counsel
brandon.connors@calmhsa.org
Telephone: (888) 210-2515
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.

XIII. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Date Received

CHIEF ADMINISTRATIVE OFFICE
Procurement and Contracts Division

NON-COMPETITIVE PURCHASE REQUEST JUSTIFICATION

Required for all (non-emergency) sole source acquisitions in excess of $5,000.00 and sole source service requests in excess of $100,000.00.

This justification document consists of three (3) pages. All information must be provided and all questions must be answered. **Department Head approval is required.**

Requesting Department Information

Department: 53-Behavioral Health

Org Code: 5310

Contact Name: Meredith Zanardi

Subobject:

User Code:

Telephone: (530) 621-6340

Fax:

Required Supplier / Vendor Information

Vendor / Supplier Name: CalMHSA

Vendor / Supplier Address: 1610 Arden Way, Suite 175, Sacramento CA 95815

Contact Name: Anna Allard

Estimated Purchase Price/Contract Amount: $148,176

Vendor / Supplier Email Address: anna.allard@calmhsa.org

Telephone: (209)843-4447

Fax:

Provide a brief description of the request, including all goods and/or services the vendor/supplier will provide and supporting exemption reference from Board Policy C-17 - Procurement Policy:

CalMHSA has been providing county behavioral health jurisdictions throughout the State with immediate solutions to help counties address consistent and cost-efficient concurrent review process that meets all legal and regulatory requirements through its Psychiatric Inpatient Concurrent Reviews (PICR) Participation Program. Through HHSAs participation in this CalMHSA Program through Participation Agreement (PA)10153, the agency is able to ensure that concurrent reviews are conducted timely on all admissions to the County PHF. in accordance with Procurement Policy C-17 Section 3.4 (3) HHSA seeks to exempt the competitive bidding process because "competitive bidding would produce no economic benefit to the County"

Department Head: _____
Signature Olivia Byron-Cooper (Apr 30, 2026 13:57:29 PDT)

Purchasing Agent: _____
Signature Michele Weimer (May 1, 2026 09:08:16 PDT)

Board of Supervisors:
Date: 06/09/26
Item: 26-0431

P&C Assignment:
Assigned To: _____
Date: _____

A. The good/service requested is restricted to one supplier for the reason stated below:

1. Why is the acquisition restricted to this goods/services supplier? (Explain why the acquisition cannot be competitively sourced. Explain how the supplier is the only source for the acquisition.)

This PA allows HHSA to participate in CalMHSA's PICR Program which has expanded to 26 counties since its inception These type of services are only being offered to county behavioral health agencies that are a part of the CalMHSA Joint Powers Association, therefore this is only provider that offers these unique services and competitively bidding would produce no benefit to the County.

2. Provide the background of events leading to this acquisition.

On May 13, 2019, the Department of Health Care Services (DHCS) released a Behavioral Health Information Notice (BHIN) to inform all County Mental Health Plans (MHPs) that they must develop a concurrent review and authorization process for all psychiatric inpatient hospital services, to be enforced on July 1, 2022. As HHSA contracts with DHCS to serve as the MHP for El Dorado County (County), as the MHP, HHSA is required to conduct concurrent review of all treatment authorization requests (TARs) for the County Psychiatric Health Facility (PHF) services beginning on the first day of a client's admission.

3. Describe the uniqueness of the acquisition. (Why was the goods/services supplier chosen?)

CalMHSA developed a program that allows county clinical staff to dedicate more time to direct care by delegating the process of concurrent review and authorization for psychiatric inpatient hospital and psychiatric health facility (PHF) services. Since 2022, the County has delegated this function to CalMHSA, which serves as the administrative entity responsible for conducting Psychiatric Inpatient Concurrent Reviews (PICR) reviews on all County PHF admissions.

4. What are the consequences of not purchasing the goods/services or contracting with the proposed supplier?

Participation in CalMHSA's PICR program ensures a consistent and cost-efficient concurrent review process that meets all legal and regulatory requirements. This proposed Participation Agreement with CalMHSA is a renewal of Participation Agreement 9677, which was approved by the Board on September 16, 2025 (Legistar file 25-1072). Approval of the proposed Participation Agreement 10153 would ensure the continued provision of PICR services. Should HHSA not enter into this PA Agreement, HHSA BHD's internal Quality Management (QM) team would be required to conduct concurrent review on all admissions to the County PHF, a significant administrative burden which threatens other critical QM functions. Additionally, not conducting the required concurrent reviews would put the County out of compliance with DHCS BHIN 19-026, BHIN 22-017, and the Parity in Mental Health and Substance Use Disorder Services Final Rule (Parity Rule; Title 42 of the California Code of Federal Regulations, part 438.910).

5. What market research was conducted to substantiate no competition, including the evaluation of other items or service providers? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The name and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

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B. Price Analysis:

1. How was the price offered determined to be fair and reasonable? (Explain what basis was used for comparison and include cost analysis as applicable.)

As the County's JPA, CalMHSA has been proven at offering effective and reasonable programs through its connection with behavioral health providers and county behavioral health jurisdictions.

2. Describe any cost savings or avoidance realized (one-time or ongoing) by acquiring the goods/services from this supplier.

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Department Head: _____
Signature

Purchasing Agent: _____
Signature

Board of Supervisors:
Date:
Item:

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