

4951-PT-2023-SK-AM1
Inter-Member Transfers (a.k.a Presumptive Transfer)
Siskiyou County
March 14, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT NO. 1
Inter-Member Transfers (a.k.a Presumptive Transfer) ("Program")

This Agreement Amendment No. 1 ("Amendment No. 1") amends Agreement No. 4951-PT-2023-SK ("Agreement"), a contract executed by and between the California Mental Health Service Authority ("CalMHSA") and Siskiyou County ("Participant") on September 18, 2024. This Amendment shall be effective upon execution by both parties.

Modified Program Term: This Amendment No. 1 modifies the Program Term end date from June 30, 2025, to June 30, 2027.

Modified Exhibit A. Section II. Program Overview: This Amendment No. 1 modifies Exhibit A, Section II, Program Overview, to incorporate additional information pertaining to Assembly Bill ("AB") 1051.

AB 1051 promotes timely access to Specialty Mental Health Services ("SMHS") for foster youth placed in out-of-county residential settings. Effective July 1, 2024, the county of original jurisdiction retains responsibility for SMHS in Community Treatment Facilities ("CTFs"), Group Homes ("GHs"), Short-Term Residential Therapeutic Programs ("STRTPs"), and Children's Crisis Residential Programs ("CCRP") unless specific conditions warrant exception. To facilitate timely provider payment, AB 1051 allows the use of existing contracts or new agreements between counties.

CalMHSA has been contracted to act as a fiscal agent to enable fund transfers on behalf of counties to allow Foster Children who are placed outside of their county of original jurisdiction ("Sending County") to access SMHS in a timely manner. The defined process is "presumptive transfer," which means a prompt transfer of the responsibility for the provision of or arranging and payment for SMHS from the Sending County to the county in which the Foster Child resides ("Receiving County"), as provided for by Welfare and Institution Code § 14717.1.

The implementation of this statute requires the establishment and operation of a mechanism to facilitate the timely remittance of payments between counties. Subject to mutual agreement between the Sending County and the Receiving County, claims related to SMHS for Foster Children placed in out-of-county residential settings, including but not limited to STRTPs, CTFs, GHs, and CCRPs, may be processed through the CalMHSA Presumptive Transfer Portal. This arrangement is intended to facilitate timely payment to service providers while ensuring continuity of care. Such agreements shall be documented in writing and comply with all applicable state regulations and Department of Health Care Services ("DHCS") guidelines.

CalMHSA operates a fund pool financed by all participants to facilitate timely, efficient, and accountable fund transfers between counties' accounts ("Funding Pool"). Each participating member county has a separate financial ledger account and will receive periodic statements of year-to-date balance, payments to other counties, payments from other counties, administration costs and interest earned.

CalMHSA has developed the CalMHSA Presumptive Transfer Portal which allows counties to transact through issuing invoices and requesting payments for fund transfers for services rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments ("Member Portal").

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Portal Support: CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: support@calmhsa-members.org. The Portal may occasionally become temporarily unavailable for maintenance purposes. CalMHSA will make best efforts to minimize any such unavailability.

All other terms or provisions in the Agreement, not amended by this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment No. 1 by causing their duly authorized officers or representatives to execute this Amendment No. 1 as set out below.

PARTICIPANT: SISKIYOU COUNTY


Signed: _____ Name (Printed): Nancy Ogren

Title: Chair, Board of Supervisors Date: _____

Signed: _____ Name (Printed): Dr. Sarah Collard, Ph.D.

Title: Director of Behavioral Health Date: _____

CalMHSA

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

Title: Executive Director Date: 5/1/2025

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IN WITNESS WHEREOF, County and Contractor have executed this 1st addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

NANCY OGREN, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: California Mental Health Services
Authority

Date: _____

DocuSigned by:
Amie Miller

Dr. Amie Miller, Psy.D., MFT
Executive Director

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

TAXPAYER I.D.: On File

COUNTY ACCOUNTING:

Fund	Organization	Account	Activity Code
2122	401030	109010	
2122	401030	530100	
2122	401030	723000	
2122	401030	740000	
2129	401031	109010	163A
2129	401031	530100	163A
2129	401031	723000	163A
2129	401031	740000	163A

FY23/24 \$0.01 (Rate) FY24/25 \$0.01 (Rate) FY25/26 \$0.01 (Rate) FY26/27 \$0.01 (Rate)

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: Rate.

Insurance Requirements

CalMHSA shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the Participant's Risk Manager in writing prior to the execution of this Agreement

1. **Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work.** Without limiting the Participant's right to obtain indemnification from CalMHSA or any third parties, prior to the commencement of work or execution of this Agreement, CalMHSA shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. CalMHSA shall provide an Endorsed Additional Insured page from CalMHSA's Insurance Carrier to the Participant's Risk Manager guaranteeing such coverage to the Participant prior to the execution of this Agreement. CalMHSA shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the Participant may have under the law.
2. **Additional Named Insured:** All certificates of insurance except for workers' compensation and professional liability shall contain additional endorsements naming Participant as Certificate Holder, County of Siskiyou, Health and Human Services, 2060 Campus Drive, Yreka, California 96097. Siskiyou County and its officers, agents and employees respectively shall be made Additional insured except for workers' compensation and professional liability.
3. **Waiver of Subrogation Rights against the County:** To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.
4. **Workers' Compensation and Employer's Liability:** As required by any applicable State or Federal law or regulation and Section 3700 of the Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, CalMHSA will comply with a program of Workers' Compensation Insurance or a state-approved self-insurance program.
5. **Commercial General Liability Insurance:** Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. Professional Liability with \$1,000,000 minimum limit within the umbrella of general liability aggregate, as appropriately relates to services rendered including coverage for medical malpractice and/or errors and omissions.

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6. **Cyber Liability:** Includes liability for: (a) data security breaches (including, without limitation, unauthorized access, use or theft of personally identifiable information (“PII”), protected health information (“PHI”) or CalMHSA Confidential Information or Participant Confidential Information); (b) violation of Laws relating to the care, custody, control or use of PII or CalMHSA Confidential Information or Participant Confidential Information or the privacy or security of such information; (c) data damage, destruction or corruption; or (d) any act, omission or failure to act that results in a failure of network security (including unauthorized access to, unauthorized use of, a denial of service attack by a third party against, or transmission of a virus or other type of malicious code to CalMHSA’ s or Participants’ computer systems).with limits not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.
7. **Rating of Insurers:** Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the Participant’s Risk Manager.
8. **Notice of Cancellation to the County and Payment of Premiums.** CalMHSA shall cause each of the above insurance policies to be endorsed to provide the Participant with thirty (30) days’ prior written notice of cancellation. The Participant is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the CalMHSA to furnish insurance during the term of this Agreement.