

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
BEHAVIORAL HEALTH FISCAL EMPOWERMENT  
PARTICIPATION AGREEMENT  
COVER SHEET

Siskiyou County (“Participant”) desires to participate in the Behavioral Health Fiscal Empowerment Program (“Program”) offered by the California Mental Health Services Authority (“CalMHSA”) on the terms provided in this Participation Agreement (“Agreement”). Participant acknowledges that the Program also will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws. The Agreement shall be effective upon execution and will continue through June 30, 2027 (“Term”). The following exhibits are attached and form part of this Agreement:

- Exhibit A            Program Scope of Work
- Exhibit B            General Terms and Conditions

1. **Summary of Program:** CalMHSA will provide specialized fiscal technical assistance, training, and analytic decision support informed by CalMHSA’s routine statewide forums and direct engagement with the Department of Health Care Services and other state partners. Support will translate emerging policy direction, implementation expectations, and audit/compliance nuances into practical, county-ready guidance, tools, and recommendations. CalMHSA’s services draw on the collective expertise of a multidisciplinary team, combining finance, policy, analytics, and implementation experience, to deliver integrated support. This approach strengthens Participant’s ability to plan and respond effectively across the evolving behavioral health fiscal and reform landscape.

In Process

2. **Funding:** The maximum funding amount required of Participant for this Agreement is not to exceed \$157,550.00. This total maximum funding amount is comprised as follows:

	FY2025/26	FY2026/27	Total
Program Funding	\$23,000.00	\$114,000.00	\$137,000.00
Program Management Fee	\$3,450.00	\$17,100.00	\$20,550.00
<b>Total</b>	<b>\$26,450.00</b>	<b>\$131,100.00</b>	<b>\$157,550.00</b>

3. Authorized Signatures:

**CalMHSA**

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

Title: Executive Director Date: \_\_\_\_\_

**Participant:**

Signed: \_\_\_\_\_ Name (Printed): Ray A. Haupt

Title: Chair, Board of Supervisors Date: \_\_\_\_\_

DocuSigned by:  
Signed: *Dr. Sarah Collard* Name (Printed): Dr. Sarah Collard, Ph.D.  
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Title: Director of Behavioral Health Date: 4/20/2026

**In Process**

**(SIGNATURES TO FOLLOW)**

IN WITNESS WHEREOF, County and Contractor have executed this agreement 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: \_\_\_\_\_

\_\_\_\_\_  
RAY A. HAUPT, 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: \_\_\_\_\_

\_\_\_\_\_  
Dr. Amie Miller, Psy.D., MFT

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

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	FY25/26	FY26/27	Total
2122	401030	723000	\$26,450.00	\$131,100.00	\$157,550.00

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$157,550.00.

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*

**Participation Agreement**  
**EXHIBIT A – Program Scope of Work**

**Program Scope of Work (SOW).** CalMHSA will provide Participant with the following:

CalMHSA will provide Participant with specialized, policy-informed behavioral health fiscal advisory, training, and analytical support designed to strengthen local decision-making and readiness amid ongoing state and federal financing reforms. Services will be delivered through standing virtual consultation sessions (including a mutually scheduled Fiscal Round Table cadence), targeted training, and custom analyses that translate emerging Department of Health Care Services (DHCS) guidance, including implementation nuances, audit and reporting expectations, and special compliance considerations, into practical decision-support for Participant. CalMHSA will leverage its statewide positioning and regular engagement with DHCS (including the Local Government Financing Division) and other relevant partners to provide timely insights on policy direction and operational implications, develop reusable tools and templates, and provide recommendations that Participant may adapt for local use. Support may address, as needed, provider fiscal oversight and contract management strategy, productivity and utilization management, revenue and fund tracking (e.g., Medi-Cal, IGT/CFA, realignment, and grant funding), BHS planning, cost-report readiness, payment reform strategy, and fiscal narratives/budgeting for time-limited initiatives.

CalMHSA Obligations:

1. Provide specialized, policy-informed consultation and technical guidance that reflects CalMHSA's ongoing statewide engagement, including routine participation in DHCS fiscal and implementation forums. CalMHSA will respond to Participant inquiries within a reasonable timeframe, synthesize emerging guidance and expectations into actionable options, and, upon request, participate in collaborative discussions with Participant's external professional service providers solely in an advisory capacity (not as an agent or representative of Participant).
2. Deliver advanced fiscal analytics and decision-support products that are tailored to Participant's stated needs and informed by current state policy and oversight practices. For analytic requests, CalMHSA will clarify objectives and scope, identify data or information reasonably necessary to perform the work, document key assumptions or limitations, and provide results in the form of models, tools, templates, and/or written recommendations, together with interpretive briefings to support appropriate local application.
3. Provide capacity-building support through targeted training, resource development, and knowledge transfer so Participant can effectively use and maintain the work products over time. CalMHSA shall perform its obligations under this Agreement in a manner intended to support Participant-led work and shall not replace or supplant Participant staff functions.

Participant Obligations:

1. Participant shall designate points of contact with authority to coordinate requests, consolidate internal input, and receive communications.
2. Upon request, provide CalMHSA with any timely information and assistance that is reasonably necessary to fulfill its obligations. Participant shall designate points of contact with authority to coordinate requests, consolidate internal input, and receive communications.
3. The Participant remains responsible for internal operations, professional development and supervision of its employees.

4. Participant shall make appropriate staff available for training, walkthroughs, and working sessions and ensure continuity to support knowledge transfer.
5. Participant acknowledges that CalMHSa deliverables may be informed by evolving DHCS guidance and oversight expectations; changes in policy, data availability, or Participant priorities may require updates or re-scoping.

In Process

**Participation Agreement**  
**EXHIBIT B - General Terms and Conditions**

**I. Definitions**

The following words, as used throughout this 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. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- D. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

**II. Responsibilities****B. Responsibilities of CalMHSA:**

1. Provide the Program as described in the Agreement.
2. Act as the Fiscal and Administrative agent for the Program.
3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

**C. Responsibilities of Participant:**

1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
4. Provide feedback on Program performance.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

- III. Amendment.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. Member Cost Sharing. 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 share of unavoidable expenses and liabilities arising during their participation period.
- C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- 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 any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by 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 required from Participant will not exceed the amount stated on the Cover Sheet, above.
- B. CalMHSA shall provide the services described in this Agreement at the following hourly rates:

CalMHSA Team Member	FY2025/26	FY2026/27
Finance Associate	\$115	\$119
Sr. Finance Associate	\$130	\$135
Finance Project Manager	\$150	\$155
Medicaid Actuarial Advisor	\$275	\$275

These rates constitute full compensation for all services and deliverables provided under this Agreement, and include all expenses associated with performance of the work, excluding travel.

- C. For services requiring travel at the Participant's request, travel time will be billed at the applicable hourly rate identified above, unless the parties mutually agree in writing to an alternative arrangement. Any additional travel-related expenses must be pre-approved in writing by the Participant.
- D. Payment Terms. CalMHSA will issue monthly invoices to Participant for services rendered in the prior month.

**VI. Limitation of Liability and Indemnification.**

- A. **Indemnification.** CalMHSA is providing advice and recommendations through the services performed under this Agreement and does not assume responsibility for any decisions made by the Participant. 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 conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the 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.
- B. **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.

**VII. 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.

- A. **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.
- B. **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.
- C. **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.

- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **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.