

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT #1
INTER-MEMBER TRANSFERS (A.K.A PRESUMPTIVE TRANSFER) PROGRAM**

This First Amendment to the Participation Agreement (No. 4948-PT-2023-SB) ("First Amendment") is entered into by and between the County of Santa Barbara ("Participant"), a political subdivision of the State of California, and California Mental Health Services Authority ("CalMHSA"), a Joint Powers Authority, for the continued provision of services specified herein. This First Amendment shall be effective as of the date executed by Participant.

RECITALS

With reference to the following:

WHEREAS, through the CalMHSA Inter-Member Transfers (a.k.a. Presumptive Transfer) Program ("Program"), CalMHSA performs fund transfers on behalf of counties to allow foster children who are placed outside of their county of original jurisdiction to access specialty mental health services ("SMHS") in a timely manner;

WHEREAS, on April 23, 2024, Participant executed a Participation Agreement ("Agreement") with CalMHSA for the provision of Inter-Member Transfers Program services (No. 4948-PT-2023-SB) for the total maximum contract amount not to exceed \$20,000, inclusive of administrative fees consisting of portal fees (\$4,000 annually) and transaction fees (5% of annual transfer-out payments), for the period of July 1, 2023, to June 30, 2025; and

WHEREAS, the parties wish to extend the term of the Agreement from June 30, 2025, to June 30, 2027, replace Exhibit A, Section II, Program Overview, to incorporate additional information pertaining to Assembly Bill ("AB") 1051, and replenish \$200,000 to the Initial Funding Deposit ("IFD") for a revised total maximum contract amount not to exceed \$250,000 for the revised period of July 1, 2023, to June 30, 2027.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, the parties agree as follows:

- I. Delete Item 3. Term of Services of the Cover Sheet of the Agreement and replace with the following:
3. Term of Services: July 1, 2023, to June 30, 2027.
- II. Delete Item 4. C. Replenishment of IFD of the Cover Sheet of the Agreement and replace with the following:
C. Replenishment of IFD: Funding due by Participant at the start of FY 25-26 is \$200,000.
- III. Add Item 4. F to the Cover Sheet of the Agreement as follows:
F. The maximum amount payable under this Agreement is not to exceed \$250,000.
- IV. Delete Exhibit A Program Description, Section II. Program Overview in its entirety and replace with the following:

The process that supports timely access to SMHS for foster youth placed outside their county of original jurisdiction is known as presumptive transfer, as established under AB 1299 and codified in Welfare and Institutions Code § 14717.1. Presumptive transfer refers to the prompt transfer of responsibility for arranging and paying for SMHS from the county of original jurisdiction ("Sending County") to the county in which the foster child resides ("Receiving County") when a foster child is placed outside their county of original jurisdiction.

CalMHSA has been contracted to act as a fiscal agent to enable fund transfers on behalf of counties, ensuring that foster youth placed outside their county of original jurisdiction can access SMHS in a timely manner through this presumptive transfer process. CalMHSA operates a fund pool financed by all participants to facilitate timely, efficient, and accountable transfers between counties' accounts ("Funding Pool").

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 through a mechanism to facilitate the ("Funding Pool"), in addition to reviewing and verifying requests for transfer to allow for timely payments ("Member Portal"). Each participating member county has a separate financial ledger account and will receive periodic statements of monthly and year-to-date balance. Additionally, counties can request reports on payments to other counties, payments from other counties, and interest earned.

Effective July 1, 2024, AB 1051 promotes timely access to SMHS specifically for foster youth placed in out-of-county residential settings. Under AB 1051, the Sending County 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 an exception. To facilitate timely provider payment, AB 1051 allows the use of existing contracts or new agreements between counties.

Subject to mutual agreement between the Sending County and the Receiving County, claims related to SMHS for foster children placed in or admitted to out-of-county residential settings, inclusive of but not limited to, CTFs, GHs, STRTPs, and CCRPs, may be processed through the CalMHSA Presumptive Transfer Portal. Such agreements shall be documented in writing and comply with all applicable state regulations and Department of Health Care Services (DHCS) guidelines. This arrangement is intended to ensure timely payment to providers and maintain continuity of care.

Placement Descriptions:

- When a foster child is placed out of county in a CTF, GH, STRTP, or admitted to a CCRP the Sending County retains responsibility, including financial responsibility, for SMHS, unless either of the following circumstances exist (as outlined in Behavioral Health Information Notice No.: 24-025):
 - The child or youth's case place specifies that the child or youth will transition to a less restrictive placement in the same county as the facility in which the child has been placed or admitted; or

- The placing agency determines, as informed by the Child and Family Team (CFT), that the child or youth will be negatively impacted if responsibility for providing or arranging for SMHS is not transferred to the same county as the facility in which the child has been placed or admitted. The placing agency shall document the basis for making this determination in the case record.

If either circumstance described above exists at any time during a child or youth's placement in out-of-county CTF, GH, STRTP, or admission to a CCRP, the process for presumptive transfer set forth in Welfare and Institutions Code § 14717.1 shall apply, and the responsibility to arrange and provide SMHS will transfer to the MHP in the county of residence.

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 reasonable efforts to minimize any such unavailability.

- V. Effectiveness. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement. The terms and provisions of the original Agreement, except as expressly modified and superseded by this First Amendment, is ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- VI. Execution of Counterparts. This First Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE

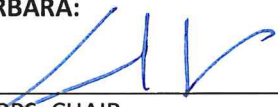
First Amendment to the Participation Agreement between the **County of Santa Barbara** and the **California Mental Health Services Authority**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the date executed by Participant.

PARTICIPANT: COUNTY OF SANTA BARBARA

COUNTY OF SANTA BARBARA:

By:



LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date:

5/20/2025

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:



Deputy Clerk

Date:

5/20/2025

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:

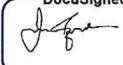
Signed by:


OFF9498BF6794A8...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

By:

DocuSigned by:


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Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT DIRECTOR,
DEPARTMENT OF BEHAVIORAL WELLNESS

By:

DocuSigned by:


2095G5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:

Signed by:


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Risk Manager

Agreement No. 4948-PT-2023-SB-AM1
Inter-Member Transfers (a.k.a Presumptive Transfer) Program
Santa Barbara County
Page 5 of 5
May 8, 2025

California Mental Health Services Authority:

Signed: _____ Name (printed): Dr. Amie Miller, Psy.D., LMFT
Title: Executive Director Date: _____

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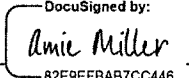
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Inter-Member Transfers (a.k.a Presumptive Transfer) Program
Santa Barbara County
Page 5 of 5
May 8, 2025

California Mental Health Services Authority:

Signed:  Name (printed): Dr. Amie Miller, Psy.D., LMFT
Title: Executive Director Date: 5/9/2025