

**Attachment B –
CalMHSA FY 2023-25
IMT Program
Participation Agreement
No. 4948-PT-2023-SB
executed**



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

April 23, 2024

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 24-00353

RE: Consider recommendations regarding the California Mental Health Services Authority (CalMHSA) Fiscal Years (FYs) 2023-2025 Participation Agreement No. 4948-PT-2023-SB for Inter-Member Transfer (a.k.a. Presumptive Transfer) Program for Foster Children, as follows:

- a) Adopt a Resolution authorizing the County of Santa Barbara to continue participation in the CalMHSA Inter-Member Transfer Program for the prompt transfer of the responsibility for the provision of or arranging and payment for specialty mental health services from Santa Barbara County (original jurisdiction or sending county) to the county in which a Foster Child requiring services resides (receiving county);
- b) Approve, ratify, and authorize the Chair to execute the CalMHSA Inter-Member Transfer Program Participation Agreement (No. 4948-PT-2023-SB) for participation in the Inter-Member Transfer Program and administrative fees in the amount of \$20,000.00 (inclusive of \$10,000.00 per FY) for the period of July 1, 2023 through June 30, 2025; and
- c) Determine that the above action is a government funding mechanism or other government fiscal activity which does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA Guidelines.

A motion was made by Supervisor Hartmann, seconded by Supervisor Nelson, that this matter be acted on as follows:

a) Adopted;

RESOLUTION NO. 24-84

b) Approved, ratified and authorized; Chair to execute; and

c) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

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**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

1. Santa Barbara County ("Participant") desires to participate in the Program identified below.

Program: Inter-Member Transfers (a.k.a Presumptive Transfer)

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement (JPA) and its Bylaws, and by this Participation Agreement (Agreement). The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.

- | | | |
|-------------------------------------|-----------|--|
| <input checked="" type="checkbox"/> | Exhibit A | Program Description |
| <input checked="" type="checkbox"/> | Exhibit B | General Terms and Conditions |
| <input type="checkbox"/> | Exhibit C | Business Associate Agreement (if Participant has not signed a JPA) |

3. **Term of Services:** July 1, 2023, to June 30, 2025.

4. The funding and fees payable under this Agreement are as set out and more fully described in Exhibit B - Section V herein. Upon execution of this Agreement, Participant will be invoiced the following amounts set forth in item C (if applicable) and D below which are payable within 30 days from the date of invoice:


- A. **Initial Funding Deposit ("IFD"):** Participant's Calculated IFD for FY 23-24 is \$33,290.71
- B. **Participant's Portal Account Balance:** As of June 30, 2023 is \$161,565.64
- C. **Replenishment of IFD:** Funding due by Participant at the start of FY 23-24 is \$0
- D. **Annual Portal Fees:** Participant will pay an annual Portal Fee at the start of each fiscal year. The Portal Fee for FY23-24 is \$4,000
- E. **Transaction Fee:** Participant will be charged a Transaction Fee of 5% against all transfer out payments made by Participant. This Transaction Fee will be invoiced annually at the end of each fiscal year.

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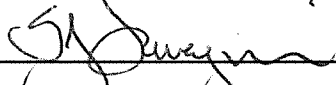

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6. Authorized Signatures:

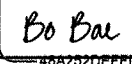
CalMHSA

DocuSigned by:
Signed:  Name (Printed): Amie Miller, Psy.D., LMFT
82E9EFBAB7CC446...
Title: Executive Director Date: 5/1/2024

Participant: Santa Barbara County

Signed:  Name (Printed): Steve Lavagnino
Title: Chair, Board of Supervisors Date: April 23, 2024
DocuSigned by:
Signed:  Name (Printed): Antonette Navarro, LMFT,
2095C6A18FE1474...
Title: Director, Department of Behavioral Wellness Date: April 23, 2024

Approved as to form:

DocuSigned by:
Signed:  Name (Printed): Rachel Van Mullem
46A252DEFFD3466...
Title: County Counsel – County of Santa Barbara Date: April 23, 2024

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EXHIBIT A PROGRAM DESCRIPTION

- I. Name of Program – Inter-Member Transfers (a.k.a Presumptive Transfer)**
- II. Program Overview**

CalMHSA has been contracted to act as a fiscal agent to perform 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. The Program 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 county of original jurisdiction (Sending County) to the county in which the foster child resides (Receiving County), as provided for by Welfare and Institution Code § 14717.1.

Implementation of this statute requires a system for counties to make prompt payments to each other. In June 2018 County Behavioral Health Directors Association of California (“CBHDA”) approved CalMHSA as the vehicle for performing presumptive fund transfers. Under this Program, CalMHSA acts as a fiscal agent for participating counties to make and receive transfer payments.

CalMHSA operates a banking pool funded by all participants to facilitate timely, efficient, and accountable fund transfers between counties (“Banking 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 a member portal (“Member Portal”) allowing counties to issue requests for fund transfers for SMHS rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments.

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.

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EXHIBIT B**GENERAL TERMS AND CONDITIONS****I. Definitions**

The following words as used throughout this Participation Agreement ("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 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. Foster Child/Children:** Foster children and youth under 21 years of age who have been placed into foster care by a county child welfare agency or a county probation department and are receiving specialty mental health services.
- D. HIPAA:** the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").
- E. Member:** A county, city, or JPA of two or more counties, that has joined CalMHSA and executed the CalMHSA JPA.
- F. Participant:** Any county participating in the Program either as a member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- G. Receiving County:** A Receiving County is one in which a Foster Child is being placed in a facility located within their county jurisdiction.
- H. Sending County:** A Sending County is one that is transferring a Foster Child to a facility located outside of its jurisdiction.

II. Responsibilities

To fulfill the Participant's obligations under Welfare and Institution Code § 14717.1, the parties will undertake the following responsibilities:

- A. Responsibilities of CalMHSA:**
 - 1. Act solely as the fiscal agent to facilitate transfer of funds between Participants in compliance with instructions from and authorization by Participants, without any responsibility for validation or control over the funded services or activities.
 - 2. CalMHSA will open and operate a special custodian bank account for pooled funds and will maintain an accounting ledger for each participating county that identifies and tracks all transactions.

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3. Manage a Banking Pool that includes an interest-bearing account for Participant. Any interest accrued will be credited to the Participant. Information on all transactions in and out of the account will be provided regularly to Participant.
4. CalMHSA reimburses Receiving County with non-FFP match from Sending County funds for specialty mental health services ("SMHS") rendered.
5. Establish written internal control procedures to ensure understanding and sound accounting controls, including items such as defining a trigger for a transaction, the rate of payment, timing of payment, depositing of funds and reporting.
6. Management of and accounting for funds received is consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
7. Keep all necessary records and provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.
8. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.
9. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Agreement, CalMHSA shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2, etc.

B. Responsibilities of Participant

1. Provide instructions and authorization for transfers allowing CalMHSA to make fund transfers on behalf of Participant.
2. Identification of a representative authorized to act for Participant and receive notices on behalf of Participant with regard to the Program.
3. Participants provide CalMHSA, the non-Federal Financial Participation (non-FFP) portion of cost of services anticipated for SMHS, for their children in foster care outside of their county. Transfer of funds for the Program shall be in accordance with respective provisions of this contract. Participants are required to provide timely and continuous funding to replenish their bank account based on actual transactions to comply with their contractual obligations. Due to the nature of the Program and the specialty of services being provided to children, requests for funding are due upon receipt from date of notice to replenish.
4. The Member Portal and Participants role described below may be subject to variations, modifications, updates or changes made from time to time:
 - A. Request for Fund Transfer: Receiving County submits a request for a fund transfer via the Member Portal.
 - B. Verification: After Receiving County submits a fund transfer request for services rendered, Sending County conducts a review and verifies the Foster Child via the Member Portal.
 - C. Approval for Fund Transfer: After Foster Child is verified and upon receipt of approval from Sending County with proof of services billed (Form 835), CalMHSA proceeds with

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the non-FFP fund transfer from Sending County account to Receiving County account at CalMHSA.

5. Cooperate by providing CalMHSA and the other Participants (and any other parties deemed necessary) with requested information and assistance to fulfill the purpose of the Program.
6. Participant to confirm if funds payable to CalMHSA under this agreement for FY's 23-25 are:

From a federal source or program (explain below)	Amount \$ __ No _____
Restricted (explain below):	Amount \$ __ No _____
Contingent (explain below):	Amount \$ __ No _____

Explanation of Restriction(s):

*Participant confirms that aside from the above, there are no other funding restrictions. Any changes to the funding restrictions above will be communicated to CalMHSA within 30 days of any such changes made by Participant.

7. Any and all assessments, creation of individual case plans, and providing or arranging services.
8. Compliance with applicable laws, regulations, guidelines, contractual agreements, CalMHSA's JPA, this Agreement, and Bylaws.
9. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Agreement, Participant shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2, etc.

III. Duration, Term and Amendment

- A. This Agreement covers the period from July 1, 2023 to June 30, 2025.
- B. All previous Inter Member Transfer Program agreements, if any, made between Participant and CalMHSA, are hereby terminated and superseded by this Agreement effective July 1, 2023 (except as they may relate to the past transaction levels relevant to the initial funding calculations set out in this Agreement and relating to funding provided by a county that has a remaining funding balance as of the date of this Participation Agreement).
- C. For purposes of any months not directly covered by any previous Participation Agreement between Participant and CalMHSA, the terms and conditions and applicable fees and expenses pursuant to such prior Participation Agreement shall continue to apply until June 30, 2023. The funding and fees agreed upon herein have an effective date of July 1, 2023.

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- D. 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.
- E. Any Participant may withdraw from the Program upon six (6) months' written notice. Notice shall be deemed served on the date such notice is received.

IV. Withdrawal, Cancellation and Termination

- A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses 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.
- B. 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 restrictions.
- C. Upon cancellation, termination or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed back to the participating counties proportionally based on the amount by which deposits made to the account of the Participant exceed the payments disbursed from the account of the 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.
- D. All fees and expenses set forth in this Agreement shall be deemed to have been earned on the date it is incurred in accordance with the provisions hereof and shall be non-refundable in whole or in part (exclusive of overpayments and other manifest errors).

V. Fiscal Provisions

A. Funding: Initial Funding Deposit ("IFD") and Replenishment of IFD:

- 1. Participants' Initial Funding Deposits ("IFD") for each year will be calculated based on the previous two years' Average Transactional Volume ("ATV"). ATV is the average amount a Participant spends annually for the last two years on transferring a Foster Child to a facility located outside of its jurisdiction. Participants' IFD will be set annually at 50% of such ATV. If at the beginning of each year, a participant's existing Program funding balance is greater or equal to the IFD amount, such participant will not be invoiced for the IFD for that year. If a participant's existing Inter-Member Transfer funding balance is lower than the IFD amount, such participant will be invoiced for the amount to match the Participant's calculated IFD for that year payable within 30 days of date of the invoice. IFD related Invoices shall be issued at the beginning of each year. For FY 23-24 invoices will be issued upon execution of the Agreement.
- 2. Replenishment of IFD during Fiscal Year: CalMHSA will notify and invoice any participant if and when their account falls below 20% of the IFD during the fiscal year to match Participant's calculated IFD. Invoices are due upon receipt.

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B. CalMHSA Fees

1. Participant will pay a Portal Fee annually at the start of each year.
2. In addition, counties that transfer patients out of their jurisdiction will be charged a Transaction Fee of 5% paid annually against all transfer out payments made during such year. The Transaction Fee will be invoiced at the end of each fiscal year.

C. Invoicing

1. Unless provided otherwise herein, invoices are due by Participant within 30 days from the date of the invoice.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for transfer of funds between county accounts as instructed and authorized by Participants. CalMHSA is not liable for any damages (direct or consequential) beyond the amount of any funds which it transfers.
- B. 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"). 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 other's negligence 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.

VII. Notice

All notices under this Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Peggy Quarenghi

Position: Sr. Corporate Counsel

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815

Telephone: (888) 210-2515

Email: contracts@calmhsa.org

CC Email to Name: Randall Keen, Manatt

Email: RKeen@manatt.com

If to Participant: Santa Barbara County

Santa Barbara County Participation Agreement – Exhibit B – General Terms and Conditions

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Name: Antonette Navarro, LMFT

Position: Director, Department of Behavioral
Wellness

Address: 300 N. San Antonio Road, Santa Barbara, CA 93110

Telephone: (805) 681-5220

Email: anavarro@sbcbswell.org

CC Email to Name: Chris Ribeiro, CFO

Email: cribeiro@sbcbswell.org

CC Email to Name: BWell Contracts Division

Email: bwellcontractsstaff@sbcbswell.org

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EXHIBIT C

BUSINESS ASSOCIATES AGREEMENT

UNDER THE HEALTH INSURANCE PORTABILITY

AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Please refer to Agreement No.1327-BAA-2022-SB

**RESOLUTION OF THE
BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

IN THE MATTER OF THE COUNTY'S
PARTICIPATION IN AN INTER-
MEMBER TRANSFER PROGRAM
FOR FOSTER PLACEMENTS

RESOLUTION NO. 24-84

WHEREAS, on May 8, 2018, the Board of Supervisor adopted the Resolution No. 18-103 authorizing:

1. The County to participate in the California Mental Health Services Authority (CalMHSA) Inter-Member Transfer program for the prompt transfer of funds related to specialty mental health services provided or arranged for foster children placed outside of the county's jurisdiction, in order comply with Welfare and Institutions (W & I) Code §14717.1;
2. The transfer of funds to CalMHSA pursuant to the Inter-Member Transfer Program Participation Agreement (Participation Agreement), in the initial amount of \$59,689, and with funding thereafter in the amounts approved by the Board of Supervisors after assessment of actual service costs to the County as a Receiving and/or Sending County;
3. The Director of the Department of Behavioral Wellness to sign the Participation Agreement on behalf of the County up to the initial deposit amount of \$59.689; and
4. CalMHSA to act on behalf of County to transfer funds to a receiving county, consistent with the provisions of the Participation Agreement and W & I Code § 14717.1;

WHEREAS, on August 14, 2018, the Board of Supervisors approved and authorized the Director of Behavioral Wellness to sign the Participation Agreement on behalf of the County in the amount of \$59,689.29 to establish the initial banking pool funding amount and pay the 5% administration fee of \$2,984.46 for a total contract amount of \$62,673.75;

WHEREAS, on February 25, 2020, the Board of Supervisors approved and authorized the execution of the First Amendment to the Participation Agreement to extend the term through June 30, 2020, and authorized payment of the annual administration fee of \$2,984.46 for the extended term;

WHEREAS, on, September 22, 2020, the Board of Supervisors approved and authorized the execution of the Second Amendment to the Inter-Member Transfer Program Participation Agreement to extend the term through June 30, 2021 and authorized payment of the annual administration fee of \$2,984.46 for the extended term;

WHEREAS, on September 14, 2021, the Board of Supervisors approved and authorized the execution of the Third Amendment to the Inter-Member Transfer Program Participation Agreement to rescinded Resolution No 18-103, to extend the term through June 30, 2024, to transfer additional funds to CalMHSA for Fiscal Years 21-24 (July 1, 2021 through June 30, 2024) as needed for specialty mental health services provided to foster youth placed out of county, in an amount not to exceed

\$200,000, for a total pool bank of \$262,673.46 inclusive of the \$59,689.75 initial banking pool funding and initial 5% administration fee of \$2,984.46, and thereafter pay the annual 5% administrative fee based on the County's total deposits into the banking pool through the Purchase Order Process, and with funding thereafter increased in amounts approved by the Board of Supervisors after assessment of actual service costs to the County as a Receiving and/or Sending County; and

NOW, THEREFORE, THE COUNTY OF SANTA BARBARA RESOLVES that the Board of Supervisor adopt the Resolution No. 24-XXX authorizing:

1. The County of Santa Barbara to participate in the California Mental Health Services Authority (CalMHSA) Inter-Member Transfer Program for the "presumptive transfer," prompt transfer of the responsibility for the provision of or arranging and payment for specialty mental health services (SMHS) from the county of original jurisdiction (Sending County) to the county in which the Foster Child resides (Receiving County), as provided for by Welfare and Institution Code § 14717.1. for FY 23-25;
2. The Director of the Department of Behavioral Wellness to sign the CalMHSA Inter-Member Transfer Program Participation Agreement for FY 23-25; and
3. The Department of Behavioral Wellness to pay an annual Portal Fee of \$4,000 at the start of the Fiscal Year plus a Transaction Fee of 5% against all transfer-out payments made on behalf of Santa Barbara County at the end of the Fiscal Year, for a combined budget of \$10,000 per year to be paid by a Purchase Order in the maximum amount of \$20,000.
4. Authorize the transfer of funds to CalMHSA as called for by the Inter-Member Transfer Program Participation Agreement, as approved by the Board of Supervisors after assessment of actual service costs to the County as a Receiving and/or Sending County; and
5. Authorize CalMHSA to act on behalf of County to transfer funds to a receiving county, consistent with the provisions of the Participation Agreement and W & I Code § 14717.1.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 23th day of April, 2024, by the following vote:

AYES: Supervisors Williams, Capps, Hartmann, Nelson and Lavagnino

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:


CLERK OF THE BOARD

By: 

MONA MIYASATO

CHIEF EXECUTIVE OFFICER

BOARD OF SUPERVISORS

By: 

STEVE LAVAGNINO, CHAIR

COUNTY OF SANTA BARBARA

APPROVED AS TO FORM

COUNTY COUNSEL

By: 

RACHEL VAN MULLEM

Deputy County Counsel

APPROVED AS TO ACCOUNTING

FORM:

AUDITOR-CONTROLLER

By: 

BETSY M. SCHAFFER, CPA

AUDITOR-CONTROLLER