



Contract Number

SAP Number

Department of Behavioral Health

Department Contract Representative Marianna Martinez
Telephone Number (909) 388-0863

Contractor _____
Contractor Representative _____
Telephone Number _____
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____
Grant Number (if applicable) _____

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. X

WITNESSETH:

IN THAT CERTAIN **Contract No. XX-XXX** by and between the San Bernardino County, hereinafter called the County, and (insert contractor's name here) referenced above, hereinafter called Contractor, the following changes are hereby made and agreed to:

Section VII. Provisional Payment, Paragraph is amended to read as follows:

VII. Combined Cost Reimbursement and Fee for Service Provisional Payment

Cost Reimbursement:

- A. During the term of this Agreement, the County shall reimburse Contractor in arrears for eligible expenditures provided under this Agreement and in accordance with the terms. County reimbursements

to Contractor for performance of eligible expenditures hereunder are provisional until the completion of all settlement activities.

- B. County's adjustments to reimbursements to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement. State adjudication of Medi-Cal claims, audits, as such payments, are subject to future County, State and/or Federal adjustments.
- C. All expenses claimed to DBH must be specifically related to the contract. After DBH's review and approval of the billing or invoice, County shall reimburse Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:
 - 1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments.
 - 2. Reimbursement during the fiscal year for SUD services claimed and billed through the DBH treatment claims processing information system will utilize interim rates, actual cost, and funding budgets.
 - 3. Year-end cost settlement will be based on actual allowable cost, not to exceed to the contract maximum.
 - 4. Contractor shall pull a revenue report monthly from the DBH billing and transactional database system and reconcile their denied claims. It is the responsibility of Contractor to make any necessary corrections to the denied services and notify DBH SUDRS Administration the County will resubmit the corrected services to DHCS for adjudication.
 - 5. In the event that the denied claims cannot be corrected, and therefore the State DHCS will not approve the denied claims, the County may recover the paid funds from Contractor's current invoice payment.
- D. Contractor shall bill the County monthly in arrears after the month of services has ended, for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' Profit and Loss Statement with each monthly claim. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period. Payment, for any service covered hereunder, shall be limited as noted.
- E. In order for the County to properly report accurate expenditures to the State at the end of the fiscal year, Contractor must have the final Claim for Reimbursement Report to the County within 30 (thirty) days following the end of the fiscal year, which is June 30.
- F. Contractor shall ensure that the proposed interim reimbursement rates do not exceed the Contractor's actual cost.
- G. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.
- H. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the

Contractor. In no instance will the Contractor be reimbursed more than the actual net cost of delivering services under this Contract.

- I. Contractor shall input Charge Data Invoices (CDI's) into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's services. Contractor will be paid based on Drug Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to the State until they are input into the County's billing and transactional database system..
 1. In order to properly reimburse Contractor for eligible monthly services, service data entry must be entered in the month of service. Failure to enter current data may result in delay of payment or non-payment.
- J. Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
- K. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 USC 1396(a) (68)], set forth in that subsection and as the federal Secretary of the United States Department of Health and Human Services may specify.
- L. Contractor agrees that no part of any federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <http://www.opm.gov> (U.S. Office of Personnel Management).
- M. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- N. Contractor shall have a written policy and procedures which outline the allocation of direct and indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost and contractor must notify DBH SUDRS Administration in writing if the indirect cost rate changes.
- O. As applicable, for Federal Funded Programs, Contractor shall charge the County program the applicable UGG de Minimis rate of the Modified Total Direct Cost (MTDC) as indirect cost unless Contractor has obtained a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rate for non-profit organizations on behalf of all Federal agencies. Contractor's total non-Federal indirect cost shall be capped at 15% of the Modified Total Direct Cost (MTDC) unless, Contractor obtained a "Federal Agency Acceptance of Negotiated Indirect Cost Rates Agreement", then total indirect cost capped will be based on the Federally Negotiated Indirect Cost Rate. Indirect cost allocation method must be in compliance with Code of Federal Regulations (eCFR) Title 2 Chapter II Part 200 Subpart E: Cost Principles.

The total cost of the program must be composed of the total allowable direct cost and allocable indirect cost less applicable credits. Cost must be consistently charged as either indirect or direct costs but, may not be double charged or inconsistently charged as both, reference Title II Code of Federal Regulations (CFR) §200.414 Indirect (F&A) costs. All costs must be based on actual costs, instead of estimated costs.

P. Contractor shall not request additional payments and acknowledges payment for services covered under this contract can only be made to the Contractor, no other network provider or agency.

Q. Prohibited Payments

1. County shall make no payment to Contractor other than payment for services covered under this Contract.
2. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].
3. In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:
 - a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
 - b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
 - c. Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.
 - d. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

Fee-For-Service (FFS):

S. Monthly payments for Substance Use Disorder & Recovery Services providing billable outpatient Drug Medical Organized Delivery System (DMC-ODS) services will be based on actual units of service reported on Charge Data Invoices claimed to and reimbursed by the State, and services deemed by the State to be DBH responsibility at the rates specified on the referenced agreed upon **FFS reimbursement rates** for of this agreement, and non-billable outpatient DMC-ODS services will be based on cost reimbursement, provided that the total of all payments to Contractor [and all other contract providers if applicable for an aggregate] shall not exceed Contracted amount or County's Maximum Obligation. (The current CalAIM Payment Reform Rate Schedule is set forth in Exhibit XX attached hereto.)

T. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the

services for which claims are made. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period.

1. For the period of January 1, 2026 through May 31, 2026, DBH will reconcile monthly payments for billable outpatient DMC-ODS services to ensure provider payments are made at a minimum of 1/12th of the maximum allocations for the billable outpatient DMC-ODS services.
- U. The Parties acknowledge that each party is solely responsible for any tax obligations it may incur as a result of the payment or receipt of the Settlement Amount, as applicable.
- V. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- W. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.
- X. As this contract may be funded in whole or in part with Mental Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing MHSA funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSA. Contractor will be required to reimburse funds to the County.
- Y. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <http://www.opm.gov/> (U.S. Office of Personnel Management).
- Z. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- AA. The Fee-For-Service reimbursement rates are established by DBH for San Bernardino County. DBH will take into consideration requests for changes to Contract funding as applicable and appropriate. All requests for changes must be submitted in writing by Contractor to the DBH Deputy Director of NAME of program, or designee. Any modification must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract.
- BB. If DHCS or the County determines there is a credible allegation of fraud, waste or abuse against government funds, the County shall suspend payments to the Contractor.
- CC. Contractor may contact DBH Quality Management directly with questions pertaining to appropriate and compliant documentation via telephone at (909) 386-8227, or via email at DBH-QualityManagementDivision@dbh.sbcounty.gov so that DBH QM may respond or direct questions to a designee for response.

Section IX. Cost Report Settlement Paragraph is hereby deleted.

Exhibit ## - CalAIM Payment Reform Rate Schedule is hereby added (Attached).

All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request:

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

(Print or type name of corporation, company, contractor, etc.)

By  _____
(Authorized signature - sign in blue ink)

Director

Dated: _____

Name _____
(Print or type name of person signing contract)

**APPROVED AS TO LEGAL FORM
COUNTY COUNSEL**

Title _____
(Print or Type)

By _____
Dawn Martin, Deputy County Counsel

Dated: _____


Address _____


FOR COUNTY USE ONLY


Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

 _____
Dawn Martin, Deputy County Counsel

 _____

 _____

Date _____

Date _____

Date _____

EXHIBIT XXXX

San Bernardino County Department of Behavioral Health
CalAIM Payment Reform Rate Schedule
Effective January 1, 2026

Individual		
<i>Percentage of DHCS Rate:</i>		
	70%	75%
DHCS Equivalent	Hourly Payment Rate	
	Contracted Program Category 1	Contracted Program Category 2
Certified AOD Counselor	\$ 257.82	\$ 276.24
Mental Health Rehabilitation Specialist	\$ 233.86	\$ 250.56
Other Qualified Practitioner	\$ 233.86	\$ 250.56
Peer Support Specialists	\$ 245.55	\$ 263.09
Community Health Worker	\$ 239.70	\$ 256.82
LCSW (Licensed, Waivered or Registered)	\$ 310.83	\$ 333.03
MFT/LPCC (Licensed, Waivered or Registered)	\$ 310.83	\$ 333.03
Licensed Psychiatric Technician	\$ 218.48	\$ 234.08
Psychologist (Licensed or Waivered)	\$ 480.32	\$ 514.63
Licensed Vocational Nurse	\$ 254.85	\$ 273.05
Medical Assistant	\$ 175.19	\$ 187.70
Licensed Physician	\$ 1,194.33	\$ 1,279.64
Nurse Practitioner	\$ 593.92	\$ 636.34
Occupational Therapist	\$ 413.76	\$ 443.32
Physician Assistant	\$ 535.65	\$ 573.92
Registered Nurse	\$ 485.12	\$ 519.77

<i>Percentage of DHCS Rate:</i>		
	70%	
Service Description	Per Occurrence Payment Rate	
Interactive Complexity	13.22	
Interpretive Services	22.32	

Contracted Program Category 1	
All other Specialty Mental Health Services	
All Substance Use Disorder & Recovery Services providing outpatient DMC-ODS	

Contracted Program Category 2	
All Full Service Partnerships	
Therapeutic Behavioral Services	
Children's Residential Intensive Services	