



Contract Number

SAP Number

## Department of Behavioral Health

|                                    |                                                                  |
|------------------------------------|------------------------------------------------------------------|
| Department Contract Representative | Vanessa Esparza                                                  |
| Telephone Number                   | (909) 388-0858                                                   |
| Contractor                         |                                                                  |
| Contractor Representative          |                                                                  |
| Telephone Number                   |                                                                  |
| Contract Term                      | July 1, 2024, or youth placement date, through December 31, 2026 |
| Original Contract Amount           | \$72,200,000                                                     |
| Amendment Amount                   | N/A                                                              |
| Total Contract Amount              | \$72,200,000                                                     |
| Cost Center                        |                                                                  |
| Grant Number (if applicable)       | N/A                                                              |

IT IS HEREBY AGREED AS FOLLOWS:

### AMENDMENT NO. 1

WITNESSETH:

IN THAT CERTAIN **Contract No.** \_\_\_\_\_ by and between the San Bernardino County, hereinafter called the County and \_\_\_\_\_ referenced above, hereinafter called Contractor, the following changes are hereby made and agreed to:

**Section VI. Provisional Payment, Paragraph V through EE are added to read as follows:**

#### **VI. Provisional Payment**

##### **Fee-For-Service (FFS) Provision:**

- V. Monthly payments for billable mode of services, mode 5, 10 and/or 15, 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 mode of service, mode 45 and 60, 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] for Children Residential Intensive Services (ChRIS) shall not exceed Contracted amount or County's Maximum Obligation. (The current CalAIM Payment Reform Rate Schedule is set forth in Exhibit 1 attached hereto.)

- W. 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.
- a. For the period of January 1, 2026 through May 31, 2026, DBH will reconcile monthly payments for SD/MC billable mode of services, mode 5, 10 and/or 15, to ensure provider payments are made at a minimum of 1/12th of the maximum allocations for the Medi-Cal billable services.
- X. 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.
- Y. 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.
- Z. 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.
- AA. As this contract may be funded in whole or in part with Mental/Behavioral Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing Mental/Behavioral Health Services Act 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 Mental/Behavioral Health Services Act. Contractor will be required to reimburse funds to the County.
- BB. 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).
- CC. 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.
- DD. The FFS 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 Youth Collaborative and Justice Involved Services, or designee. Any modification must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract.
- EE. 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](mailto:DBH-QualityManagementDivision@dbh.sbcounty.gov) so that DBH QM may respond or direct questions to a designee for response.

**Section VIII. Annual Cost Report Settlement Paragraph is hereby deleted.**

**Exhibit 1 - CalAIM Payment Reform Rate Schedule is hereby added.**

**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

\_\_\_\_\_  
Joshua Dugas, Acting Director

Dated: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM  
COUNTY COUNSEL**

By \_\_\_\_\_  
Dawn Martin, Deputy County Counsel

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

By  \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

 \_\_\_\_\_  
Dawn Martin, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

 \_\_\_\_\_  
Michael Shin, Administrative Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

 \_\_\_\_\_  
Joshua Dugas, Acting Director

Date \_\_\_\_\_

## EXHIBIT 1

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

| <b>Individual</b>                           |                                      |                                      |
|---------------------------------------------|--------------------------------------|--------------------------------------|
| <i>Percentage of DHCS Rate:</i>             |                                      |                                      |
|                                             | <b>70%</b>                           | <b>75%</b>                           |
| <b>DHCS Equivalent</b>                      | <b>Hourly Payment Rate</b>           |                                      |
|                                             | <b>Contracted Program Category 1</b> | <b>Contracted Program Category 2</b> |
| 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> |                                    |
|---------------------------------|------------------------------------|
|                                 | <b>70%</b>                         |
| <b>Service Description</b>      | <b>Per Occurrence Payment Rate</b> |
| Interactive Complexity          | 13.22                              |
| Interpretive Services           | 22.32                              |

  

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

  

| <b>Contracted Program Category 2</b>      |
|-------------------------------------------|
| All Full Service Partnerships             |
| Therapeutic Behavioral Services           |
| Children's Residential Intensive Services |