



Contract Number

22-472 A-5

SAP Number

4400019558 – Total Contract

4400025546 – CFS Aggregate

Department of Behavioral Health

Department Contract Representative	<u>Nathaniel Rodriguez</u>
Telephone Number	<u>(909) 388-0861</u>
Contractor	<u>Inland Behavioral and Health Services, Inc.</u>
Contractor Representative	<u>Dr. Christine Bierdrager-Salley</u>
Telephone Number	<u>(909) 881-0111</u>
Contract Term	<u>July 1, 2022 through June 30, 2027</u>
Original Contract Amount	<u>\$1,685,950</u>
Amendment Amount	<u>\$233,898</u>
Total Contract Amount	<u>\$1,919,848</u>
Total Aggregate Contract Term	<u>July 1, 2022 through June 30, 2027</u>
Total Aggregate Amount – For Clients referred by CFS	<u>\$4,000,000</u>
Cost Center	<u>1018501000</u>
Grant Number (if applicable)	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 5:

San Bernardino County (County) and Inland Behavioral and Health Services, Inc. (Contractor) hereby agree to amend Contract No. 22-472 as follows:

I. ARTICLE V FUNDING, paragraph K and L are hereby amended to read as follows:

K. The maximum financial obligation under this contract shall not exceed \$1,919,848 for the contract term.

Separately, the contract amendment amount of \$800,000 shall increase the total additional aggregate funding amount from \$3,200,000 to \$4,000,000 that may be applied (but not necessarily ensured) for any client referred from San Bernardino County Children and Family Services for fiscal years 2022-23, 2023-24, 2024-25, 2025-26, and 2026-27.

L. This amendment hereby adds Schedules A for FY 2025-26 and FY 2026-27. All previously approved schedules remain in effect.

II. ARTICLE VII PROVISIONAL PAYMENT, is hereby amended to read as follows:

- A. Monthly payments for Substance Use Disorder & Recovery Services providing billable outpatient Drug Medi-Cal 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 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 I attached hereto.)
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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).

- H. 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.
- I. 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 SUDRS, or designee. Any modification must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract.
- J. 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.
- K. 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.
- L. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- M. 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. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.
- N. As applicable, for Federal Funded Program, Contractor shall charge the County program a de Minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost. If Contractor has obtained a "Federal Agency Acceptance of Negotiated Indirect Cost Rates", the contractor must also obtain concurrence in writing from DBH of such rate.

For non-Federal funded programs, indirect cost rate claimed to DBH contracts cannot exceed fifteen percent (15%) of the MTDC of the program unless pre-approved in writing by DBH or Contractor has a "Federal Agency Acceptance of Negotiated Indirect Rates."

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 costs. All cost must be based on actual instead of estimated costs.

O. Prohibited Payments

County shall make no payment to Contractor other than payment for services covered under this Contract.

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)].

In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:

- i. 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.
- ii. 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).
- iii. 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.
- iv. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

P. 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.

III. ARTICLE IX COST REPORT SETTLEMENT is hereby amended to read as follows:

RESERVED

IV. **ATTACHMENTS:**

SCHEDULE A Planning Estimates and Schedule B Program Budget FY 2025-26 and FY 2026-27 are hereby removed and SCHEDULE A Planning Estimates FY 2025-26 and FY 2026-27 are hereby added.

ATTACHMENT V LEVINE ACT – CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as Senate Bill 1439) is hereby replaced with ATTACHMENT V LEVINE ACT – CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as Senate Bill 1439) as attached.

EXHIBIT I CalAIM Payment Reform Rate Schedule is hereby added.

V. 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 Contract. 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.

IN WITNESS WHEREOF, San Bernardino County and Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Inland Behavioral and Health Services, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Dr. Temetry Lindsey
(Print or type name of person signing contract)

Title CEO/President
(Print or Type)

Dated: _____

Address 1693 North E Street
San Bernardino, CA 92405

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 _____

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
Substance Use Disorder and Recovery Services - Outpatient Contract
SCHEDULE A - Proposed Budget**

BUDGET PERIOD: July 1, 2025 - June 30, 2026

Contractor Name: Inland Behavioral and Health Services, Inc.
 Facility Address: 1963 North E Street
San Bernardino, CA 92405
 Provider Number (36xx/86xx): 3666
 Maximum Annual Obligation: \$ 475,678

Prepared by: Peter De Mel
 Title: CFO
 Date Prepared: 5/19/2026

FUNDING SOURCE	Medi-Cal	Block Grant	Realignment	Youth/SUBG	AB109	CFS	CalWORKs	TOTAL
Level of Care								
Outpatient Drug Free (ODF)	\$ 310,418	\$ 31,500	\$ -	\$ 1,960	\$ 435	\$ 49,204	\$ 435	\$ 393,952
Intensive Outpatient Treatment (IOT)	\$ 1,552	\$ 63	\$ -		\$ -	\$ 221	\$ -	\$ 1,837
Stand Alone Services								
Medications for Addiction Treatment (MAT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Care Coordination	\$ 23,240	\$ 252	\$ -	\$ 157	\$ 33	\$ 3,715	\$ 33	\$ 27,429
Peer Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recovery Services	\$ 40,354	\$ 4,725	\$ -		\$ -	\$ 7,381	\$ -	\$ 52,460
SUMMARY OF ALL SERVICES								
Total Cost of Services	\$ 375,565	\$ 36,540	\$ -	\$ 2,116	\$ 467	\$ 60,521	\$ 467	\$ 475,678

* Round Costs to nearest dollar

APPROVED BY:			
<u>Dr. Temetry A. Lindsey</u> <small>Dr. Temetry A. Lindsey (May 21, 2026 17:30:33 PDT)</small>	Dr. Temetry A. Lindsey	05/21/26	
PROVIDER AUTHORIZED SIGNATURE	PRINTED NAME		DATE
<u>Ann Chestnut</u>	Ann Chestnut	05/26/26	
DBH PROVIDER SUPPORT AUTHORIZED SIGNATURE	PRINTED NAME		DATE
<u>Metra Jaber</u> <small>Metra Jaber (May 26, 2026 09:03:30 PDT)</small>	Metra Jaber	05/26/26	
DBH PROGRAM MANAGER or DESIGNEE SIGNATURE	PRINTED NAME		DATE

CFDA Title	CFDA No.	Award Name	Federal Agency	Pass-through Agency
Substance Abuse Prevention & Treatment Block Grant	93.959	SABG	SAMHSA	State DHCS
Medi-Cal Assistance Program	93.778	DMC-ODS	DHHS	State DHCS

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
Substance Use Disorder and Recovery Services - Outpatient Contract
SCHEDULE A - Proposed Budget**

BUDGET PERIOD: July 1, 2026 - June 30, 2027

Contractor Name: Inland Behavioral and Health Services, Inc.	Prepared by: Peter De Mel
Facility Address: 1963 North E Street	Title: CFO
San Bernardino, CA 92405	Date Prepared: 5/19/2026
Provider Number (36xx/86xx): 3666	
Maximum Annual Obligation: \$ 553,644	

FUNDING SOURCE	Medi-Cal	Block Grant	Realignment	Youth/SUBG	AB109	CFS	CalWORKs	TOTAL
Level of Care								
Outpatient Drug Free (ODF)	\$ 368,986	\$ 40,000	\$ -	\$ 4,104	\$ 435	\$ 49,204	\$ 435	\$ 463,164
Intensive Outpatient Treatment (IOT)	\$ 553	\$ 68	\$ -		\$ -	\$ 221	\$ -	\$ 843
Stand Alone Services								
Medications for Addiction Treatment (MAT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Care Coordination	\$ 26,150	\$ 2,920	\$ -	\$ 328	\$ 33	\$ 3,715	\$ 33	\$ 33,178
Peer Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recovery Services	\$ 44,278	\$ 4,800	\$ -		\$ -	\$ 7,381	\$ -	\$ 56,459
SUMMARY OF ALL SERVICES								
Total Cost of Services	\$ 439,967	\$ 47,788	\$ -	\$ 4,432	\$ 467	\$ 60,521	\$ 467	\$ 553,644

* Round Costs to nearest dollar

APPROVED BY:		
<i>Dr. Temetry A. Lindsey</i> <small>Dr. Temetry A. Lindsey (May 21, 2026 12:32:38 PDT)</small>	Dr. Temetry A. Lindsey	05/21/26
PROVIDER AUTHORIZED SIGNATURE	PRINTED NAME	DATE
<i>Ann Chestnut</i>	Ann Chestnut	05/26/26
DBH PROVIDER SUPPORT AUTHORIZED SIGNATURE	PRINTED NAME	DATE
<i>Metra Jabori</i> <small>Metra Jabori (May 25, 2026 09:59:18 PDT)</small>	Metra Jabori	05/26/26
DBH PROGRAM MANAGER or DESIGNEE SIGNATURE	PRINTED NAME	DATE

Federal funds include:	CFDA Title	CFDA No.	Award Name	Federal Agency	Pass-through Agency
	Substance Abuse Prevention & Treatment Block Grant	93.959	SABG	SAMHSA	State DHCS
	Medi-Cal Assistance Program	93.778	DMC-ODS	DHHS	State DHCS



Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Inland Behavioral and Health Services, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.

CalAIM PAYMENT REFORM RATE SCHEDULE

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%
	Hourly Payment Rate	
DHCS Equivalent	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