



**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 VI. Provisional Payment, Paragraph is amended to read as follows:**

VI. Combined Cost Reimbursement and Fee for Service Provisional Payment

### **Cost Reimbursement Provision:**

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 payments to

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

- B. County's adjustments to provisional 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 fiscal review and approval of the billing or invoice, County shall provisionally 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, edits, and future settlement and audit processes.
  2. Reimbursement for Outreach, Education and Support services (Modes 45 and 60) provided by Contractor will be at net cost.
  3. Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902 of the WIC, Institutions for Mental Diseases (IMD), which are licensed by the DHCS, will be reimbursed at the rate(s) established by DHCS.
  4. Reimbursement for mental health services claimed and billed through the DBH treatment claims processing information system will utilize provisional rates.
  5. It is the responsibility of Contractor to access MyAvatar reports and make any necessary corrections to the denied Medi-Cal services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.
  6. In the event that the denied claims cannot be corrected, and therefore DHCS will not adjudicate and approve the denied claims, Contractor is required to follow DBH's Overpayment Policy COM0954, which has been provided or will be provided to Contractor at its request.
- D. 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. 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, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted.
1. For each fiscal year period (FYs \_\_\_\_\_), no single monthly payment for any mode of service shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service. Each claim shall reflect the actual costs expended by the Contractor subject to the limitations and conditions specified in this Agreement.

- E. Monthly payments for Short-Doyle Medi-Cal (SD/MC) 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 the State times the provisional rates in the DBH claiming system, and non-billable mode of services, 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 **NAME OF SERVICES** 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.) The provisional rates will be reviewed at least once a year throughout the life of the Contract and shall closely approximate final actual cost per unit rates for allowable costs. All approved provisional rates will be superseded by actual cost per unit rate.
1. In accordance with WIC 14705 (c) Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement.
- F. Contractor shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services [42 C.F.R. § 438.608(c)(3)].
- G. All approved provisional rates, including new fiscal year rates and mid-year rate changes, will only be effective upon Fiscal Designee approval.
- H. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the following: Contractor's published charges and Contractor's actual cost.
- I. Contractor shall maximize the Federal Financial Participation reimbursement by claiming all possible SD/MC Medi-Cal services and correcting denied services for resubmission, if applicable.
- J. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary settlement within one hundred twenty (120) days of the fiscal year or upon termination of this Agreement.
- K. Contractor shall input Charge Data Invoices (CDI's) or equivalent into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's Medi-Cal based services. Contractor will be paid based on 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.
- L. 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.
- M. 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.
- N. 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.

- O. 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).
- P. 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.
- Q. 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.
- R. As applicable, for Federal Funded Program, Contractor shall charge the County program a de Minimis fifteen percent (15%) 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 costs instead of estimated costs.

- S. 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.

T. 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.

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

- U. Monthly payments for SD/MC 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 **NAME OF SERVICES** shall not exceed Contracted amount or County's Maximum Obligation.
- V. 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.
- W. 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.
- X. 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.
- Y. 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.
- Z. 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.

- AA. 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).
- BB. 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.
- CC. 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 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.
- DD. 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 ## - CalAIM Payment Reform Rate Schedule reimbursement rate 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

\_\_\_\_\_  
*(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 \_\_\_\_\_  
\_\_\_\_\_


\_\_\_\_\_  
Georgina Yoshioka, Director


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

**APPROVED AS TO LEGAL FORM  
COUNTY COUNSEL**

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

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 \_\_\_\_\_  
Dawn Martin, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
 \_\_\_\_\_  
Date \_\_\_\_\_


Reviewed/Approved by Department  
 \_\_\_\_\_  
Date \_\_\_\_\_

EXHIBIT XXXX

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

Individual

Percentage of DHCS Rate:		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	

Percentage of DHCS Rate:		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	