

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**

21-473 A-3

**SAP Number**

4400017984

**Department of Behavioral Health**

<b>Department Contract Representative</b>	Shane Hibbard-Miller
<b>Telephone Number</b>	(909) 386-8264
<b>Contractor</b>	Pacific Clinics
<b>Contractor Representative</b>	Maria Murillo, Regional Executive Director
<b>Telephone Number</b>	(909) 266-2713
<b>Contract Term</b>	July 1, 2021 through December 31, 2026
<b>Original Contract Amount</b>	\$7,150,000
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$7,150,000
<b>Cost Center</b>	9206302200
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 3**

**WITNESSETH:**

IN THAT CERTAIN **Contract No. 21-473 A-2** by and between the San Bernardino County, hereinafter called the County and Pacific Clinics referenced above, hereinafter called Contractor, the following changes are hereby made and agreed to:

**Section VI. Provisional Payment, Paragraphs U through DD, are hereby added to read as follows:**

**VI. Provisional Payment**

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

- U. 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 **Therapeutic Behavioral Services** 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.)

- 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.
  - 1. 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 Youth Collaborative 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.

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, Paragraphs A through G, are hereby deleted.**

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

Signed by: Joshua Dugas  
5A92D558 Joshua Dugas, Acting Director

Dated: 6/1/2026

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

Signed by: Kim M. Wells  
5A92D558 Authorized signature - sign in blue ink

Name Kim M. Wells  
*(Print or type name of person signing contract)*

Title Chief Legal Officer  
*(Print or Type)*

Dated: 5/29/2026

Address 499 Loma Alta Avenue  
Los Gatos, CA 95030

**APPROVED AS TO LEGAL FORM  
COUNTY COUNSEL**

Signed by: Dawn Martin  
8F4A9933 Dawn Martin, Deputy County Counsel

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
Signed by: Dawn Martin  
Dawn Martin, Deputy County Counsel  
Date 6/1/2026

Reviewed for Contract Compliance  
Signed by: Michael Shin  
Michael Shin, Administrative Manager  
Date 6/1/2026

Reviewed/Approved by Department  
Signed by: Joshua Dugas  
Joshua Dugas, Acting Director  
Date 6/1/2026

## CaAIM PAYMENT REFORM RATE SCHEDULE

EXHIBIT 1

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

Individual		
	Percentage of DHCS Rate:	
	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

  

	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



San Bernardino County

DELEGATED AUTHORITY – DOCUMENT REVIEW FORM
Department Signature

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors' action to execute agreements, amendments to agreements or grant applications/awards, on their behalf. All documents to be executed under such delegated authority must be routed for County Council review (and Clerk of the Board as needed) prior to signature by designee. For detailed instructions on delegated authority, reference Section 7.2 of the Board Agenda Item Guidelines.

Department/Agency/Entity: Department Behavioral Health Due Back to Department By (Date):

Contact Name: Shane Hibbard-Miller Telephone: (909) 386-8264

Agreement No.: 21-473 Amendment No.: 3 Date of Board Item: 12/16/25 Board Item No.: 29

Name of Contract Entity/Project Name: Therapeutic Behavioral Services

Include information from the Board Agenda Item that delegates authority, a justification for approval by the specified authority and how it connects to the original recommendation. Also include a brief background on the request, including details as to what program is being served, documents that require signature, and any other pertinent information, such as dollar amounts, date changes and details that summarize the action requested. If additional space is needed, please attach a separate page.

Contract No. 21-473 (Item 26) was approved by the Board of Supervisors (BOS) on 6/22/21 with Uplift Family Services for Therapeutic Behavioral Services. Contract Amendment No. 1 to Contract No. 21-473 (Item 23) was approved by the Board of Supervisors (BOS) on 11/14/23, updating the contractor's name from Uplift Family Services to Pacific Clinics. Contract Amendment No. 2 to Contract No. 21-473 A-1 (Item 16) was approved by the Board of Supervisors (BOS) on 3/10/26 with Pacific Clinics for Therapeutic Behavioral Services.

On 12/16/2025, the BOS approved Item 29, approving contract amendment templates to update the provisional payment language in contracts with providers of specialty mental health and/or substance use disorder and recovery services. These amendments are required due to the Department of Health Care Services' (DHCS) Behavioral Health Payment Reform, which transitioned the Medi-Cal reimbursement from DHCS to the department. As a result, the department must revise Contract No. 21-473 A-3 to align with the new payment methodology.

Item 29 also authorized the department's Assistant Executive Officer, Deputy Executive Officer, or Director to execute this amendment, including non-substantive changes, using the approved amendment templates, as this initiative impacts dozens of providers and hundreds of contracts and is the most efficient process to amend the contracts on a flow basis.

Select the document proposed for signature, which must be submitted with this request:

- Standard County Contract Signed Coversheet and Non-Standard County Contract
Grant Application Other: A-3 to Contract No. 21-473

Attach the Board Agenda Item that delegated the authority, copies of the initial document (agreement, grant award, etc.) and all subsequent amendments. Note: If there are numerous amendments, please contact the assigned County Counsel to determine if all amendments need to be attached.

Table with 3 columns: Department Routed to County Counsel, County Council Name (Dawn Martin), Date Sent (5/1/26), Reviewing County Counsel Use Only, Review Date (5/4/26), Signature, Determination (Within Scope of Delegated Authority).

If the Board Agenda Item requires the document be returned to the Clerk of the Board, County Council will route the approved form and submission documents to COB-Delegated Authority with a cc to the department contact. Clerk of the Board will verify it meets the submission requirements and notify the department to transmit the executed hard copies within 30 days of execution. If the Board Agenda item does not require the document be returned to the Clerk of the Board, County Council will route the signed form back to the department.

Note: This process should NOT be used to execute documents under a master agreement or template, construction contract change orders, or approval of documents under County Policies 11-15 and 11-16. Contact your assigned County Counsel for instructions related to review of these documents.