



Contract Number

SAP Number

Department of Behavioral Health

Department Contract Representative Telephone Number Marianna Martinez
(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. Provisional Payment

Fee-For-Service Provision:

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 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.)

- 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 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.
- 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.

Section IX. Cost Report Settlement Paragraph is hereby deleted.

Exhibit ## - 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

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	Reviewed for Contract Compliance	Reviewed/Approved by Department
 Dawn Martin, Deputy County Counsel		
Date _____	Date _____	Date _____

CaAIM PAYMENT REFORM RATE SCHEDULE

EXHIBIT XXXX

San Bernardino County Department of Behavioral Health
 CaAIM 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%	
	Per Occurrence Payment Rate	
Service Description		
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	