



Contract Number

23-1360 A-1

SAP Number

4400023905

Department of Behavioral Health

Department Contract Representative Telephone Number	<u>Nathaniel Rodriguez</u> <u>(909) 388-0861</u>
Contractor	<u>West Coast Health Care Services, Inc. dba Colton Clinical Services</u>
Contractor Representative Telephone Number	<u>Mindy Hammond</u> <u>(615) 861-6000</u>
Contract Term	<u>January 1, 2024 through December 31, 2027</u>
Original Contract Amount	<u>\$11,918,046</u>
Amendment Amount	<u>\$1,680,970</u>
Total Contract Amount	<u>\$13,599,016</u>
Cost Center	<u></u>
Grant Number (if applicable)	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:

San Bernardino County (County) and West Coast Health Care Services, Inc. dba Colton Clinical Services (Contractor) hereby agree to amend Contract No. 23-1360 as follows:

I. ARTICLE IV PERFORMANCE, paragraph C is hereby amended to read as follows:

C. Data Collection and Performance Outcome Requirements

Contractor shall maintain compliance with all applicable federal, state, and county laws, regulations, policies, and guidance, including but not limited to requirements issued by DBH and DHCS, including Behavioral Health Services Act (BHSA) requirements. Such requirements may be issued in draft or final form and may be updated or modified during the term of this Agreement. Contractor shall implement applicable changes within timeframes established by DBH.

Contractor shall comply with all requests regarding local, State and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement processes as requested.

MHSOAC, DHCS, OSHPD, DBH and other oversight agencies or their representatives have specific accountability and outcome requirements. Timely reporting is essential for meeting those expectations.

II. ARTICLE V FUNDING, paragraph H is hereby amended to read as follows:

H. The maximum financial obligation under this contract shall not exceed \$13,599,016 for the contract term.

III. ARTICLE VII 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 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 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 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.
- 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.

IV. ARTICLE XVIII PERSONNEL, paragraph K is hereby amended to read as follows:

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

Contractor has disclosed to the County using Attachment IV – Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

V. ARTICLE XIX LICENSING AND CERTIFICATION, paragraph E.4 is hereby amended to read as follows:

E.4 Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is “excluded” or “suspended” from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**ATTACHMENT II**) at time of the initial contract execution and annually thereafter. Contractor shall not certify or attest any excluded person working/contracting for its agency and acknowledges that the County shall not pay the Contractor for any excluded person. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

DBH Office of Compliance
550 Hospitality Way, 1st Floor
San Bernardino, CA 92415-0075

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

VI. ARTICLE XXI LAWS AND REGULATIONS, paragraph E.2.b.ii and E.2.c.i are hereby amended to read as follows:

E.2.b.ii Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH’s Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

DBH Office of Compliance
550 Hospitality Way, 1st Floor
San Bernardino, CA 92415-0075

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

E.2.c.i Should the Contractor develop its own Code of Conduct, Contractor shall submit the Code prior to implementation to the following DBH Program for review and approval:

DBH Office of Compliance
550 Hospitality Way, 1st Floor
San Bernardino, CA 92415-0075

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

VII. **ATTACHMENTS:**

ADDENDUM I AGREEMENT FOR NARCOTIC TREATMENT PROGRAM is hereby replaced with ADDENDUM I AGREEMENT FOR NARCOTIC TREATMENT PROGRAM as attached.

SCHEDULE A Planning Estimates are hereby added.

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

EXHIBIT I CalAIM Payment Reform Rate Schedule is hereby added.

VIII. 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, the San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

West Coast Health Care Services, Inc. dba Colton
Clinical Services

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

►

Dawn Rowe, Chair, Board of Supervisors

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

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

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____

Dated: _____

Deputy

Address _____
4020 Aspen Grove Drive, Suite 900

Franklin, TN 37067

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►
Dawn Martin, Deputy County Counsel

►
Michael Shin, Administrative Manager

►
Joshua Dugas, Acting Director

Date _____

Date _____

Date _____

**AGREEMENT FOR THE PROVISION OF
SUBSTANCE USE DISORDER SERVICES
NARCOTIC TREATMENT PROGRAM SERVICES**

CONTRACTOR NAME: West Coast Health Care Services, Inc. dba Colton Clinical Services

A. Contractor shall provide Narcotic Treatment Program services as defined herein to San Bernardino County residents.

B. SERVICE DESCRIPTION:

Contractor shall provide Substance Use Disorder Services Narcotic Treatment Program services in accordance with the following description:

1. Contractor shall provide Narcotic Treatment Program Services in compliance with Title 9, the California Code of Regulations, Chapter 4, and Title 22 of the California Code of Regulations, along with related directives as they apply to Medi-Cal. Opioid (Narcotic) Treatment Program (ASAM OTP/NTP Level I) services will be delivered in NTP licensed facilities. Medically necessary services will be provided following an individualized Care Plan determined by a licensed physician or licensed prescriber and authorized as per the State of California requirements. NTPs/OTPs must offer and prescribe medications to patients covered under the DMC-ODS formulary, including methadone, buprenorphine, naloxone, and disulfiram.

A. Patients must receive a minimum of forty-five (45) minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, with the provision for additional services based on medical necessity. An annual medical exam is required, and clients are expected to be drug tested a minimum of eight (8) times per year.

B. The components of Opioid (Narcotic) Treatment Programs include:

- i. Intake: The process of determining if a beneficiary meets the medical necessity criteria and is admitted into a substance use disorder treatment program. Intake encompasses the evaluation and analysis of substance use disorders, their diagnosis, and the assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for substance use disorder treatment.
- ii. Individual: Contacts between a beneficiary and a therapist or counselor.
- iii. Group Counseling: Face-to-face sessions in which one or more therapists or counselors treat two or more clients simultaneously, with a maximum of 12 in the group, focusing on the needs of the individuals served.
- iv. Patient Education: Provision of research-based education on addiction, treatment, recovery, and associated health risks.
- v. Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure. Clients

are required to take medication as prescribed. Clients are allowed to take medication home if criteria is met and at the discretion of the medical director, program physician, or physician extender.

- vi. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focusing on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals who have a personal, not official, or professional, relationship with the beneficiary.
 - vii. Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis, focusing on alleviating crisis problems. "Crisis" refers to an actual relapse or an unforeseen event or circumstance posing an imminent threat of relapse to the beneficiary. Crisis intervention services are limited to stabilizing the beneficiary's emergency.
 - viii. Care Plan: The provider shall prepare an individualized written Care Plan based on information obtained during the intake and assessment process. The Care Plan will be completed upon intake and updated every subsequent 90 days unless there is a change in treatment modality or a significant event requiring a new Care Plan. The Care Plan shall include:
 - a. A statement of problems to be addressed,
 - b. Goals to be reached which address each problem
 - c. Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
 - d. Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
 - e. Care Plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
 - f. The Care Plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
 - g. The Care Plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.
 - ix. Medical Psychotherapy: Type of counseling services consisting of a face- to- face discussion conducted by the Medical Director of the NTP/OTP on a one- on-one basis with the patient.
 - x. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services. Discharges can only be completed after a minimum of thirty (30) days.
2. It shall be the duty of the Contractor to notify the Director or designee by telephone immediately, with written report to following within forty-eight (48) hours, of the following situations:

- A. In the event the Contractor gets approval of a take-home dosage in excess of 100 milligrams, the Contractor must report to DBH within 48 hours of any exception to 9 CCR §10370 (c).
 - B. A robbery of the narcotic treatment facility.
 - C. A death of a narcotic treatment client currently enrolled in the narcotic treatment program. The verbal and written reports shall contain the name of the deceased client, the date of death, the name(s) of Contractor's officer(s) or employee(s) with knowledge of the event and a summary of the circumstances surrounding the death.
3. CONTRACTOR agrees to provide the following services to any adolescent client who meets medical necessity for OTP/NTP services:
- A. Each case will be considered on a case-by-case basis.
 - B. Any consideration of adolescent OTP/NTP service delivery must comply with Title 9 of the CA Health and Safety Code allowing adolescents to receive MAT in Opioid Treatment Programs. Per the Rehabilitation and Developmental Services Division 4, Alcohol and Drug Programs, Chapter 4, Narcotic Treatment programs, section 10270 – Criteria for Patient Selection, Section d.2 requirements, patients under the age of 18 years, must have a documented history of two unsuccessful attempts at short-term detoxification or drug-free treatment within a 12-month period. The methods to confirm this history and the types of documentation to be maintained in the patient's record shall be stated in the protocol. Patients under the age of 18 years shall also have the written consent of their parent(s) or guardian prior to admission, which COUNTY shall procure.
 - C. CONTRACTOR will comply with providing the Federal Drug Administration (FDA) approved medications listed in DHCS Information Notice No. 21-024 DMC-ODS – Expanding Access to MAT.
 - D. Any adolescent client considered for OTP/NTP treatment services will be assessed, triaged and provided a full multidimensional ASAM by COUNTY SUS staff.
 - E. Any adolescent client considered for OTP/NTP treatment services must be oriented to and agree to OTP/NTP services.
 - F. Evidenced-based-practices will usually indicate buprenorphine as the most appropriate medication for adolescents within an OTP/NTP, but this does not preclude the need for the other FDA approved medications if indicated.
 - G. Because it is clinically contraindicated to mix adult and adolescent clients for long term care within an OTP/NTP, CONTRACTOR will provide initial assessment, medical clearance, induction services (if buprenorphine is used), initial and ongoing medication prescription and medical management of the medications.
 - H. All adolescents receiving OTP/NTP treatment services will receive behavioral SUD treatment at COUNTY.
4. Individual care coordination services will be provided by COUNTY staff to all adolescents receiving OTP/NTP services with CONTRACTOR to ensure seamless integration between COUNTY and CONTRACTOR for client TX/Recovery success.

5. A unit of service may include any one or a combination of the following services: examination, laboratory work, urinalysis, counseling, dispensing of medication and/or other service which Contractor may provide to determine the need for and appropriateness of treatment services.

C. SERVICE COORDINATION AND QUALITY ASSURANCE

DBH-SUDRS Administration shall monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information made available through the computerized management information system. Contractor shall ensure that each client receives service at the appropriate ASAM Criteria level of care as determined by the comprehensive biopsychosocial assessment and continued evaluation of the individual client's needs. Contractor may appeal any recommended level of care through DBH-SUDRS Administration.

---END OF ADDENDUM---

Budget Sheet

WCHS Narcotic Treatment Program Rate Sheet

Term: January 1, 2024 through December 31, 2027

Maximum Obligation: Total Annual Maximum Obligation: \$4,100,158

Payment method: Fee – For – Service

Services Provided:

Type of Service	Non-Perinatal NTP and MAT Service Rates	Perinatal NTP and MAT Service Rates
Methadone	Agreed Rate	Agreed Rate
Buprenorphine-Naloxone Combo Film	Agreed Rate	Agreed Rate
Buprenorphine-Naloxone Combo Tablets	Agreed Rate	Agreed Rate
Buprenorphine Mono	Agreed Rate	Agreed Rate
Disulfiram	Agreed Rate	Agreed Rate
Buprenorphine Injectable (Sublocade)	Agreed Rate	Agreed Rate
Naltrexone Injectable (Vivitrol)	Agreed Rate	Agreed Rate
Naloxone HCL – 2 Pack (Generic)	Agreed Rate	Agreed Rate
Naloxone HCL – 2 Pack (Narcan)	Agreed Rate	Agreed Rate

Budget Sheet

NTP Stand Alone & Counseling Service Rate Sheet

Payment Method: Fee – For – Service (Standalone Services & Counseling)


*Hourly Rate Payment Category 1

Stand Alone Service Categories
Medication Assisted Treatment (MAT)- Non NTP Service
Peer Support Services
Care Coordination
Recovery Services

Individual		
DHCS Equivalent	Percentage of DHCS Rate:	
	70%	75%
	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	\$ 598.92	\$ 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%	
	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		

Budget Sheet

APPROVED BY:

<u>Mindy Hammond</u> Mindy Hammond (Jun 4, 2026 14:04:37 MDT)	Mindy Hammond	06/04/26
PROVIDER AUTHORIZED SIGNATURE	PRINTED NAME	DATE
<u>Ann Chestnut</u>	Ann Chestnut	06/04/26
DBH PROVIDER SUPPORT AUTHORIZED SIGNATURE	PRINTED NAME	DATE
<u> PM II</u>	Metra Jaber	6/4/26
DBH PROGRAM MANAGER or DESIGNEE SIGNATURE	PRINTED NAME	DATE



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: West Coast Health Care Services, Inc. dba Colton Clinical Services

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
Acadia Healthcare Company, Inc.	Parent organization / controlling company

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 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: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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.

CaAIM PAYMENT REFORM RATE SCHEDULE

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%	
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