

Board Contract # \_\_\_\_\_

**SECOND AMENDMENT TO THE AGREEMENT  
FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

**BETWEEN**

**COUNTY OF SANTA BARBARA**

**AND**

**AEGIS TREATMENT CENTERS, LLC**

## SECOND AMENDMENT

### TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS SECOND AMENDMENT** to the Agreement for Services of Independent Contractor, referenced as **BC 23-074**, (hereafter Second Amended Agreement) is made by and between the County of Santa Barbara (County or Department) and **Aegis Treatment Centers, LLC** (Contractor) for the continued provision of services specified herein.

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

**WHEREAS**, on July 18, 2023, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 23-074, (Agreement) for the provision of substance use disorder services, for a total maximum contract amount not to exceed **\$20,073,600**, inclusive of \$5,018,400 per fiscal year, for the period of July 1, 2023, through June 30, 2027;

**WHEREAS**, on December 3, 2024, the County Board of Supervisors authorized the County to enter into a First Amendment of the Agreement for Services of Independent Contractor, referred to as BC 23-074, (First Amendment) to increase the contract amount by **\$1,629,000** for revised total maximum contract amount not to exceed **\$21,702,600**, inclusive of \$5,325,900 for FY2023-24 and \$5,458,900 thereafter for the period of FY2024-25, FY2025-26, and FY2026-27, with no change to the contract term; and

**WHEREAS**, the parties wish to enter into this Second Amended Agreement to update certain standard terms and service codes in compliance with state and federal requirements and, increase the contract amount by \$2,873,100 for a revised total contract maximum amount not to exceed **\$24,575,700**, inclusive of \$5,325,900 for FY2023-24 and \$6,416,600 thereafter for the period of FY2024-25, FY2025-26, and FY2026-27, with no change to the contract term.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein, the parties agree as follows:

**I. Delete Section 8, Debarment and Suspension, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

**8. DEBARMENT AND SUSPENSION.**

- A.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B.** This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of

Health Care Services and County, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.

- C. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. Contractor must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. Contractor shall also comply with the debarment and suspension provision set forth in EXHIBIT A-1 General Provisions: ADP SAPT/SAPG to this Agreement.

**II. Delete Section 10, Conflict of Interest, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

**10. CONFLICT OF INTEREST.**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges and agrees to comply with state laws on conflict of interest in the performance of this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

**III. Delete Section 14, Records, Audit, and Review, Section A of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

- A. Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as "Records"), at any time by County, Department of Health Care Services (DHCS), Centers for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS), Substance Abuse and Mental health Services Administrations (SAMSHA), Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees ("Authorized Representative") (hereinafter referred to as "Audit").

**IV. Delete Section 28, Compliance with Law, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

**28. COMPLIANCE WITH LAW.**

Contractor shall, at its sole cost and expense, comply with all County, state and federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; procedures; directives; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, procedure, directive, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

**V. Delete Section 36, Mandatory Disclosure, Subsection A, Prohibited Affiliations, Subsection 2; Subsection B, Written Disclosures, Subsection 5, Crimes, i, Violations of Criminal Law; and Subsection C, Lobbying, Paragraph 1 of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

**36. MANDATORY DISCLOSURES.**

**A. Prohibited Affiliations.**

2. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

**B. Written Disclosures.**

**5. Crimes.**

**i Violations of Criminal Law.** Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, SAMHSA, Health and Human Services Office of Inspector General, and DHCS. Contractor is also required to report matters related to County, State, or Federal agency's integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

- C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in EXHIBIT D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in EXHIBIT D, Attachment 2, attached hereto and incorporated herein by reference.

**VI. Delete Section 37, Procurement of Recovered Materials, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

**37. PROCUREMENT OF RECOVERED MATERIALS.**

- A. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

**VII. Delete Section 38, Domestic Preferences for Procurements, Subsection A of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

**38. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- A. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

**VIII. Delete Section 39, Clean Air Act and Federal Water Pollution Control Act, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

**39. CLEAN AIR ACT.**

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. Contractor agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency

will, in turn, report each violation as required to assure notification to the County, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**IX. Delete Section 40, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

**40. FEDERAL WATER POLLUTION CONTROL ACT.**

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- B. Contractor agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the County, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**X. Add Section 41, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, to the Standard Terms and Conditions of the Agreement as follows:**

**41. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
  - 1. Procure or obtain covered telecommunications equipment or services;
  - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
  - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by

Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. See Public Law 115-232, section 889 for additional information and 2 C.F.R. section 200.471.

**XI. Add Section 42, Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards, to the Standard Terms and Conditions of the Agreement as follows:**

**42. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.**

Contractor shall comply with the requirements of 2 C.F.R. parts 200 and 300 and 45 C.F.R. part 75, which are incorporated herein by reference.

**XII. Delete Section 1, Performance, Subsection C, of Exhibit A-1 Compliance with County, State and Federal Requirements General Provisions and replace it with the following:**

**C. Compliance with Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements.**

1. In the performance of this Agreement, Contractor shall abide by all applicable State Program Certification standards and regulations, and all applicable Medi-Cal contract provisions including the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, of the Intergovernmental Agreement, Number 24-40145, available at [County of Santa Barbara - File #: 25-00016](#). Contractor shall comply with Intergovernmental Agreement Number 24-40145, which is incorporated by this reference.

**XIII. Delete Section II, Maximum Contract Amount, of Exhibit B Financial Provisions – ADP, and replace it with the following:**

**II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount of this Agreement shall not exceed **\$24,575,700**, inclusive of **\$5,325,900** for the period of July 1, 2023 through June 30, 2024, and **\$6,416,600** per fiscal year thereafter for the period of July 1, 2024 through June 30, 2027, and shall consist of State and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

**XII. Delete Exhibit B-1- ADP Schedule of Rates and Contract Maximum for Fiscal Year 2024- 2027, and replace it with the following:**

THIS SECTION LEFT BLANK INTENTIONALLY



EXHIBIT B-1 ADP DEPARTMENT OF  
BEHAVIORAL WELLNESS  
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Aegis Treatment Centers, LLC

FISCAL  
2024-2027  
YEAR:

| Contracted Service         | Service Type                        | Provider Group                        | Practitioner Type                      | Full Time Equivalent Staffing | Hourly Rate (Avg. Direct Bill rate) | Medi-Cal Target | Medi-Cal Contract Allocation |
|----------------------------|-------------------------------------|---------------------------------------|--|-------------------------------|-------------------------------------|-----------------|------------------------------|
| Medi-Cal Billable Services | MAT / NTP                           | Non-Perinatal                         | Methadone                              | Daily                         | \$18.18                             | 159,000         | \$2,891,200                  |
|                            |                                     |                                       | Buprenorphine - Naloxone Combo Film    | Daily                         | \$30.00                             | 0               | \$0                          |
|                            |                                     |                                       | Buprenorphine - Naloxone Combo Tablets | Daily                         | \$33.70                             | 16,500          | \$556,100                    |
|                            |                                     |                                       | Buprenorphine Mono                     | Daily                         | \$33.19                             | 1,000           | \$33,200                     |
|                            |                                     |                                       | Disulfiram                             | Daily                         | \$11.98                             | 0               | \$0                          |
|                            | MAT / NTP                           | Perinatal                             | Methadone                              | Daily                         | \$22.36                             | 1,000           | \$22,400                     |
|                            |                                     |                                       | Buprenorphine - Naloxone Combo Film    | Daily                         | \$41.72                             | 0               | \$0                          |
|                            |                                     |                                       | Buprenorphine - Naloxone Combo Tablets | Daily                         | \$45.41                             | 500             | \$22,800                     |
|                            |                                     |                                       | Buprenorphine Mono                     | Daily                         | \$44.91                             | 500             | \$22,500                     |
|                            |                                     |                                       | Disulfiram                             | Daily                         | \$12.16                             | 0               | \$0                          |
|                            | Outpatient Services Fee-For Service | Prescriber Behavioral Health Provider | Physician                              | 0.10                          | \$833.90                            | 83              | \$69,400                     |
|                            |                                     |                                       | Alcohol and Drug Counselor             | 14.95                         | \$225.02                            | 12,438          | \$2,799,000                  |
|                            |                                     |                                       |  | 15.05                         |                                     | 191,022         | \$6,416,600                  |

| Contract Maximum by Program & Estimated Funding Sources |                            |      |      |      |      |      | Total        |
|---|----------------------------|------|------|------|------|------|--------------|
| Funding Sources (1)                                     | PROGRAM(S)                 |      |      |      |      |      |              |
|   | Narcotic Treatment Program |      |      |      |      |      |              |
| Medi-Cal Patient Revenue (2)                            | \$ 6,416,600               |      |      |      |      |      | \$ 6,416,600 |
|   |                            |      |      |      |      |      | \$ -         |
|   |                            |      |      |      |      |      | \$ -         |
|   |                            |      |      |      |      |      | \$ -         |
|   |                            |      |      |      |      |      | \$ -         |
|   |                            |      |      |      |      |      | \$ -         |
|   |                            |      |      |      |      |      | \$ -         |
|   |                            |      |      |      |      |      | \$ -         |
|   |                            |      |      |      |      |      | \$ -         |
|   |                            |      |      |      |      |      | \$ -         |
| TOTAL CONTRACT PAYABLE FY 24-25:                        | \$ 6,416,600               | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,416,600 |
| TOTAL CONTRACT PAYABLE FY 25-26:                        | \$ 6,416,600               | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,416,600 |
| TOTAL CONTRACT PAYABLE FY 26-27:                        | \$ 6,416,600               | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,416,600 |

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

Signed by:

CS018C2081616494

98D40AB0C0AD408...

Karen Sherrick, Senior Vice President, Payer Relations

Christie Boyer

(1) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(2) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, General Fund, Grants, Other Departmental Funds.

(3) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

XIV. Delete Exhibit B-3 ADP - Schedule of Codes Outpatient Non-Medical Direct Services in its entirety, and replace it with the following:

**EXHIBIT B-3 ADP**  
**DEPARTMENT OF BEHAVIORAL WELLNESS**  
**SCHEDULE OF CODES**  
**Outpatient Non-Medical Direct Services**

| Provider type  |  | Taxonomy Codes                                       |  |
|--|--|--|--|
| Psychologist/ Pre-licensed Psychologist                          |  | 102L, 103G, 103T                                     |  |
| LPHA   |  | 1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 2256 |  |
| LCSW   |  | 106E, 1041   |  |
| Peer Recovery Specialist   |  | 175T   |  |
| Other Qualified Providers (including Alcohol and Drug Counselor) |  | 171R, 172V, 3726, 373H, 374U, 376J                   |  |

| Code  | Code Description   | Code Type               | Time Associated with Code (Mins) for Purposes of Rate |
|-------|--|-------------------------|---|
| 90785 | Interactive Complexity   | Supplemental Services   | Occurrence  |
| 90791 | Psychiatric Diagnostic Evaluation, 15 Minutes  | Assessment              | 15  |
| 90885 | Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes          | Assessment              | 15  |
| 96130 | Psychological Testing Evaluation, First Hour   | Assessment              | 60  |
| 96131 | Psychological Testing Evaluation, Each Additional Hour   | Assessment              | 60  |
| 98966 | Telephone Assessment and Management Service, 5-10 Minutes  | Assessment              | 8   |
| 98967 | Telephone Assessment and Management Service, 11-20 Minutes   | Assessment              | 16  |
| 98968 | Telephone Assessment and Management Service, 21-30 Minutes   | Assessment              | 26  |
| G0396 | Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).                          | Assessment              | 23  |
| G0397 | Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).                            | Assessment              | 60  |
| G2011 | Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).                               | Assessment              | 10  |
| H0001 | Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)  | Assessment              | 15  |
| H0049 | Alcohol and/or drug screening  | Assessment              | 15  |
| 90882 | Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.  | Care Coordination       | 15  |
| 90889 | Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries. | Care Coordination       | 15  |
| 96160 | Administration of patient-focused health risk assessment instrument.   | Care Coordination       | 15  |
| 99368 | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More                     | Care Coordination       | 60  |
| H1000 | Prenatal Care, at risk assessment.   | Care Coordination       | 15  |
| T1017 | Targeted Case Management, Each 15 Minutes  | Care Coordination       | 15  |
| 99496 | Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 7 calendar days.   | Discharge Services      | 15  |
| T1007 | Alcohol and/or substance abuse services, treatment plan development and/or modification.   | Discharge Services      | 15  |
| 90846 | Family Psychotherapy (Without the Patient Present), 26-50 minutes  | Family Therapy          | 38  |
| 90847 | Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes  | Family Therapy          | 38  |
| 90849 | Multiple-Family Group Psychotherapy, 15 Minutes  | Family Therapy          | 15  |
| H0005 | Alcohol and/or drug services; group counseling by a clinician, 15 minutes.   | Group Counseling        | 15  |
| H0004 | Behavioral health counseling and therapy, 15 minutes.  | Individual Counseling   | 15  |
| H0050 | Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)  | Individual Counseling   | 15  |
| T1006 | Alcohol and/or substance abuse services, family/couple counseling  | Individual Counseling   | 15  |
| H0025 | Behavioral Health Prevention Education service, delivery of service with target population to affect knowledge, attitude, and/or behavior.   | Peer Support Service    | 15  |
| H0038 | Self-help/peer services, per 15 minutes  | Peer Support Service    | 15  |
| H2015 | Comprehensive community support services, per 15 minutes   | Recovery Services       | 15  |
| H2017 | Psychosocial Rehabilitation, per 15 Minutes  | Recovery Services       | 15  |
| H2035 | Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.                                       | Recovery Services       | 60  |
| H0007 | Alcohol and/or drug services; crisis intervention (outpatient),  | SUD Crisis Intervention | 15  |
| 90887 | Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes   | Supplemental Services   | 15  |
| 96170 | Health behavior intervention, family (without the patient present), face-to-face. 16-30 minutes  | Supplemental Services   | 30  |
| 96171 | Health behavior intervention, family (without the patient present), face-to-face. Each additional 15 minutes.  | Supplemental Services   | 15  |
| T1013 | Sign Language or Oral Interpretive Services, 15 Minutes  | Supplemental Services   | 15  |
| H2014 | Skills training and development, per 15 minutes. (Use this code to submit claims for Patient Education Services).  | Treatment Planning      | 15  |
| H2021 | Community-Based Wrap-Around Services, per 15 Minutes   | Treatment Planning      | 15  |
| H2027 | Psychoeducational Service, per 15 minutes  | Treatment Planning      | 15  |

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

**XV. Delete Exhibit B-3 ADP - Schedule of Codes Outpatient Medical Prescriber Services in its entirety, and replace it with the following:**

| EXHIBIT B-3 ADP                        |  |  |   |
|--|--|--|---|
| DEPARTMENT OF BEHAVIORAL WELLNESS      |  |  |   |
| SCHEDULE OF CODES                      |  |  |   |
| Outpatient Medical Prescriber Services |  |  |   |
| Provider type                          |  | Taxonomy Codes   |   |
| Physician (including Psychiatrist)     |  | 202C, 202D, 202K, 204C, 204D, 204E, 204F, 204R, 207K, 207L, 207N, 207P, 207Q, 207R, 207S, 207T, 207U, 207V, 207W, 207X, 207Y, 207Z, 2080, 2081, 2082, 2083, 2084, 2085, 208C, 208D, 208G, 208M, 208U, 208V, 2098, 2086, 2087, 2088 |   |
| Nurse Practitioner                     |  | 363L   |   |
| Physician's Assistant                  |  | 363A   |   |
| Code                                   | Code Description   | Code Type  | Time Associated with Code (Mins) for Purposes of Rate |
| 90785                                  | Interactive Complexity   | Supplemental Services  | Occurrence  |
| 90791                                  | Psychiatric Diagnostic Evaluation, 15 Minutes  | Assessment   | 15  |
| 90792                                  | Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes  | Assessment   | 15  |
| 90865                                  | Nacrosynthesis for Psychiatric Diagnostic and Therapeutic Purposes, 15 Minutes   | Assessment   | 15  |
| 90885                                  | Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes          | Assessment   | 15  |
| 98966                                  | Telephone Assessment and Management Service, 5-10 Minutes  | Assessment   | 8   |
| 98967                                  | Telephone Assessment and Management Service, 11-20 Minutes   | Assessment   | 16  |
| 98968                                  | Telephone Assessment and Management Service, 21-30 Minutes   | Assessment   | 26  |
| 99202                                  | Office or Other Outpatient Visit of New Patient, 15-29 Minutes   | Assessment   | 22  |
| 99203                                  | Office or Other Outpatient Visit of a New patient, 30- 44 Minutes  | Assessment   | 37  |
| 99204                                  | Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes  | Assessment   | 52  |
| 99205                                  | Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes  | Assessment   | 67  |
| 99212                                  | Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes  | Assessment   | 15  |
| 99213                                  | Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes  | Assessment   | 25  |
| 99214                                  | Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes  | Assessment   | 35  |
| 99215                                  | Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes  | Assessment   | 47  |
| 99441                                  | Telephone Evaluation and Management Service, 5-10 Minutes  | Assessment   | 8   |
| 99442                                  | Telephone Evaluation and Management Service, 11-20 Minutes   | Assessment   | 16  |
| 99443                                  | Telephone Evaluation and Management Service, 21-30 Minutes   | Assessment   | 26  |
| G0396                                  | Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).                          | Assessment   | 23  |
| G0397                                  | Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).                            | Assessment   | 60  |
| G2011                                  | Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).                               | Assessment   | 10  |
| H0001                                  | Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)  | Assessment   | 15  |
| H0003                                  | Alcohol and/or drug screening. Laboratory analysis   | Assessment   | 15  |
| H0048                                  | Alcohol and/or other drug testing. (Note: Use this code to submit claims for point of care tests)  | Assessment   | 15  |
| H0049                                  | Alcohol and/or drug screening  | Assessment   | 15  |
| 90882                                  | Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.  | Care Coordination  | 15  |
| 90889                                  | Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries. | Care Coordination  | 15  |
| 96160                                  | Administration of patient-focused health risk assessment instrument.   | Care Coordination  | 15  |
| 99367                                  | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Physician. Patient and/or Family not Present. 30 Minutes or More                          | Care Coordination  | 60  |
| 99368                                  | Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More                     | Care Coordination  | 60  |
| 99451                                  | Inter-Professional Telephone/Internet/ Electronic Health Record Assessment Provided by a Consultative Physician, 5- 15 Minutes   | Care Coordination  | 17  |
| H1000                                  | Prenatal Care, at risk assessment.   | Care Coordination  | 15  |
| T1017                                  | Targeted Case Management, Each 15 Minutes  | Care Coordination  | 15  |
| 99495                                  | Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 14 calendar days.  | Discharge Services   | 15  |
| 99496                                  | Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 7 calendar days.   | Discharge Services   | 15  |
| T1007                                  | Alcohol and/or substance abuse services, treatment plan development and/or modification.   | Discharge Services   | 15  |

|    |       |   |                         |    |
|----|-------|---|-------------------------|----|
| 38 | 90846 | Family Psychotherapy (Without the Patient Present), 26-50 minutes   | Family Therapy          | 38 |
| 39 | 90847 | Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes   | Family Therapy          | 38 |
| 40 | 90849 | Multiple-Family Group Psychotherapy, 15 Minutes   | Family Therapy          | 15 |
| 41 | H0005 | Alcohol and/or drug services; group counseling by a clinician, 15 minutes.  | Group Counseling        | 15 |
| 42 | 99408 | Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SBI) services. 15-30 minutes.           | Individual Counseling   | 23 |
| 43 | 99409 | Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SBI) services. Greater than 30 minutes. | Individual Counseling   | 60 |
| 44 | H0004 | Behavioral health counseling and therapy, 15 minutes.   | Individual Counseling   | 15 |
| 45 | H0050 | Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)                         | Individual Counseling   | 15 |
| 46 | T1006 | Alcohol and/or substance abuse services, family/couple counseling   | Individual Counseling   | 15 |
| 47 | G2212 | Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes                                 | Medication Services     | 15 |
| 48 | H0033 | Oral Medication Administration, Direct Observation, 15 Minutes  | Medication Services     | 15 |
| 49 | H0034 | Medication Training and Support, per 15 Minutes   | Medication Services     | 15 |
| 50 | H0008 | Alcohol and/or drug services: (hospital inpatient) Subacute detoxification  | Recovery Services       | 15 |
| 51 | H0009 | Alcohol and/or drug services: (hospital inpatient) Acute detoxification   | Recovery Services       | 15 |
| 52 | H2015 | Comprehensive community support services, per 15 minutes  | Recovery Services       | 15 |
| 53 | H2017 | Psychosocial Rehabilitation, per 15 Minutes   | Recovery Services       | 15 |
| 54 | H2035 | Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.        | Recovery Services       | 60 |
| 55 | H0007 | Alcohol and/or drug services; crisis intervention (outpatient),   | SUD Crisis Intervention | 15 |
| 56 | 90887 | Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes                        | Supplemental Services   | 15 |
| 57 | 96170 | Health behavior intervention, family (patient not present), face-to-face. 16-30 Min.  | Supplemental Services   | 30 |
| 58 | 96171 | Health behavior intervention, family (patient not present), face-to-face. Each add'l. 15 Min.   | Supplemental Services   | 15 |
| 59 | T1013 | Sign Language or Oral Interpretive Services, 15 Minutes   | Supplemental Services   | 15 |
| 60 | H2014 | Skills training and development, per 15 minutes. (Patient Education Services).  | Treatment Planning      | 15 |
| 61 | H2021 | Community-Based Wrap-Around Services, per 15 Minutes  | Treatment Planning      | 15 |
| 62 | H2027 | Psychoeducational Service, per 15 minutes   | Treatment Planning      | 15 |

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

**XVI. Effectiveness.** The terms and provisions set forth in this Second Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement and the First Amendment. The terms and provisions of the original Agreement and the First Amendment, except as expressly modified and superseded by the Second Amended Agreement, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

**XVII. Execution of Counterparts.** This Second Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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**SIGNATURE PAGE**

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Aegis Treatment Centers, LLC**.

**IN WITNESS WHEREOF**, the parties have executed this Second Amended Agreement to be effective as of the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
LAURA CAPPS, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**CONTRACTOR:**

**AEGIS TREATMENT CENTERS, LLC**

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Authorized Representative


Name: \_\_\_\_\_  
Koren Sherrick, Senior Vice President

Title: \_\_\_\_\_  
Senior Vice President

Date: \_\_\_\_\_  
5/23/2025

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

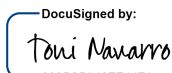
**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLE

By:  \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

By:  \_\_\_\_\_  
Director

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By:  \_\_\_\_\_  
Risk Manager

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