

**Attachment B –
Recover Medical Group
FY 2023-27 Board Contract
First Amendment**



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

May 13, 2025

Present: 4 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, and Supervisor Nelson
Absent: 1 - Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 25-00379

RE: Consider recommendations regarding a First Amendment to the Services Agreement (Board Contract (BC) No. 23-026) with Recover Medical Group, P.C. for Drug Medi-Cal Organized Delivery System Outpatient Treatment Services for Fiscal Years (FY) 2023-2024 through 2026-2027, as follows:

a) Approve, ratify, and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor (BC No. 23-026) with Recover Medical Group, P.C. (not a local vendor) to update certain standard terms and service codes in compliance with State and Federal requirements, by deleting and replacing Exhibit B-1 (Schedule of Rates and Contract Maximum) FYs 2023-2027, by adding Exhibit B-1 (Schedule of Rates and Contract Maximum) FY 2023-2024 and FYs 2024-2027, by deleting and replacing Exhibit B-3 (Schedule of Codes, Outpatient Non-Medical Direct Services), by deleting and replacing Exhibit B-3 (Schedule of Codes, Outpatient Medical Prescriber Services) and increase the contract amount by \$62,700.00 for a revised, total maximum contract amount not to exceed \$3,194,700.00, with no change to the contract term of July 1, 2023 through June 30, 2027; and

b) Determine that the above-recommended action is not a project that is subject to environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15378(b)(4), finding that the actions are governmental funding mechanisms and/or fiscal activities that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Hartmann, seconded by Supervisor Lee, that this matter be acted on as follows:

a) Approved, ratified and authorized; Chair to execute; and

b) Approved.

The motion carried by the following vote:

Ayes: 4 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, and Supervisor Nelson

Absent: 1 - Supervisor Lavagnino



BOARD OF SUPERVISORS AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Submitted on:
(COB Stamp)

Department Name: Behavioral Wellness
Department No.: 043
Agenda Date: May 13, 2025
Placement: Administrative Agenda
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Director(s): Antonette Navarro, LMFT, Director
Department of Behavioral Wellness
Contact Info: Melissa Wilkins, MPH, CADC-II, CCPS, Branch Chief
Department of Behavioral Wellness
SUBJECT: **First Amendment to the Services Agreement (BC #23-026) with Recover Medical Group, P.C. for Drug Medi-Cal Organized Delivery System Outpatient Treatment Services for Fiscal Years 2023-24 through 2026-27**

DS
AN

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve, ratify, and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor (BC #23-026) with **Recover Medical Group, P.C.** (not a local vendor) to update certain standard terms and service codes in compliance with State and federal requirements, by deleting and replacing Exhibit B-1 (Schedule of Rates and Contract Maximum) FY 2023-27, by adding Exhibit B-1 (Schedule of Rates and Contract Maximum) FY 2023-24 and FY 2024-27, by deleting and replacing Exhibit B-3 (Schedule of Codes, Outpatient Non-Medical Direct Services), by deleting and replacing Exhibit B-3 (Schedule of Codes, Outpatient Medical Prescriber Services) and increase the contract amount by \$62,700 for a revised, total maximum contract amount not to exceed **\$3,194,700**, with no change to the contract term of July 1, 2023 through June 30, 2027; and
- b) Determine that the above-recommended action is not a project that is subject to environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15378(b)(4), finding that the actions are governmental funding mechanisms and/or fiscal activities that will not result in direct or indirect physical changes in the environment.

Summary Text:

The above-referenced item is on the agenda for the Board of Supervisors to approve, ratify, and authorize the Chair to execute the First Amendment to the Agreement for Services with Recover Medical Group P.C. (Recover) to update certain standard terms in compliance with State and federal requirements, to update the Schedule of Rates and Contract Maximum, the Schedule of Service Codes and Schedule of Rates for Outpatient Medical and Non-Medical Direct Services and to increase the contract maximum amount by \$62,700 for a revised total maximum contract amount of \$3,194,700, inclusive of \$783,000 for FY 2023-24 and \$803,900 for each FY 2024-25, 2025-26, and 2026-27, with no change to the term of July 1, 2023 through June 30, 2027. Approval of the recommended actions will allow the Behavioral Wellness Department (BWell) to continue to fund these Drug Medi-Cal Organized Delivery System (DMS-ODS) Outpatient Treatment Services.

Background:

On October 4, 2022, the Santa Barbara County Department of Behavioral Wellness (BWell) released a Request for Proposal (RFP) for Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Treatment Services. Outpatient Treatment Services related in the RFP were as follows: Level 0.5 Early Intervention Services for Adolescents, Level 1.0 Outpatient Services for Adults (Perinatal and non-Perinatal), and Level 2.1 Intensive Outpatient Services for Adults (Perinatal and non-Perinatal). Recover was selected to provide these services.

Recover's Outpatient Treatment Services Level 0.5 Early Intervention Services for Adolescents program include three main treatment modalities: 1) individual/group counseling and therapy, 2) care coordination, and 3) Medication-Assisted Treatment (MAT) and psychiatric care for mild to moderate co-occurring conditions.

Recover also provides Level 1.0 and 2.1 to adult perinatal clients according to California Department of Health Care Services (DHCS) guidelines regarding capacity management, referrals, and interim services for all perinatal clients. Recover also provides Levels 1.0 and 2.1 to adult non-perinatal clients. All Outpatient Treatment Services are provided via a Telehealth Platform.

Treatment services include assessment, care coordination, clinical consultation, counseling (group and individual), family therapy, and medication services, including: Medications for Addiction Treatment (MAT) for Opioid Use Disorder (OUD), MAT for Alcohol Use Disorder (AUD) and non-opioid Substance Use Disorder (SUDs), patient education, recovery services, and peer support, as applicable and in accordance with State and federal regulations and requirements Drug Medi-Cal Organized Delivery Systems (DMC-ODS).

BWell now requests to amend this Agreement to update federal and State terms, the Schedule of Rates, the Schedule of Codes, and to increase the contract amount by \$62,700 for a new contract total of \$3,194,700 for FY 2023-27.

Performance Measures:

The Agreement with Recover contains performance measures to monitor program implementation and improve Drug Medi-Cal Organized Delivery system efficiency. Exhibit E - Program Goals, Outcomes and Measures of the Agreement details the performance expectations for the Contractor.

Performance Outcomes:

Recover provides comprehensive Alcohol Drug Program (ADP) Early Intervention Services, Outpatient Treatment Services, and Intensive Outpatient Treatment Services. Program goals include the following:

- A. Provide individualized outpatient treatment services to support Santa Barbara County residents with successful treatment and recovery from their substance use disorders;
- B. Introduce participants to an ongoing process of recovery designed to reduce harm and/or achieve total abstinence from substance misuse;
- C. Promote self-sufficiency and empower individuals with substance use disorders to become productive and responsible members of the community; and
- D. Reduce recidivism and increase community safety.

Data for FY 2024-25 - Q1, Q2, and Q3 averaged:

Youth – Outpatient Level 1.0

Served an average of 1 client with an average of 0.3 discharged.

Goals Met:

100% of clients initiated treatment with a goal of 80%.

0% of clients immediately dropped out of treatment with a goal of less than 6%.

100% of clients engaged in treatment with a goal of 75%.

Youth – Outpatient Level 2.1

Served an average of 0.3 clients with 0 discharged.

Goals met:

100% of clients initiated treatment with a goal of 80%.

0% of clients immediately dropped out of treatment with a goal of less than 6%.

100% of clients engaged in treatment with a goal of 75%.

Youth – Early Intervention Level 0.5

Served an average of 0 clients.

Goals Not Applicable:

Clients initiated treatment with a goal of 80%.

Clients immediately dropped out of treatment with a goal of less than 6%.

Clients engaged in treatment with a goal of 75%.

Adult – Outpatient Level 1.0

Served an average of 26.3 clients with an average of 3.3 discharged.

Goals Met:

81% of clients initiated treatment with a goal of 80%.

Goals Unmet:

26% of clients immediately dropped out of treatment with a goal of less than 6%.

74% of clients engaged in treatment with a goal of 75%.

Adult – Outpatient Level 2.1

Served an average of 0.3 clients with an average of 0 discharged.

Goals Met:

100% of clients initiated treatment with a goal of 80%.

0% of clients immediately dropped out of treatment with a goal of less than 6%.

100% of clients engaged in treatment with a goal of 60%.

Perinatal

Served 0 clients with 0 discharged.

*Data for number of clients retained in treatment and successfully completed treatment is not yet available.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Funding Sources	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total FY 2023-27
General Fund					\$ -
State	\$ 30,200	\$ 31,000	\$ 31,000	\$ 31,000	\$ 123,200
Federal					\$ -
Fees					\$ -
Other: Medi-Cal Patient Revenue	\$ 752,800	\$ 772,900	\$ 772,900	\$ 772,900	\$ 3,071,500
Total	\$ 783,000	\$ 803,900	\$ 803,900	\$ 803,900	\$ 3,194,700

The above-referenced Agreement is funded with a combination of State and federal funds. With the transition to CalAIM Payment Reform, the fee-for-service portion of the contract will be funded with Medi-Cal Patient Revenue which primarily consists of federal funds. The amount of federal funds is contingent on the client's aid code and the State-issued rate for the service. The non-Medi-Cal portion of the contract is funded with Realignment funding. Funding was included in the Adopted Budgets for FY 2023-24 and FY 2024-25. Funding is included in BWell's Recommended Budget for FY 2025-26 and will be included in the proposed FY 2026-27 budget, contingent on the Board of Supervisors' approval.

Special Instructions:

Please email one (1) complete, executed copy of the above amendment and one (1) Minute Order to msimongersuk@sbcbswell.org and to bwellcontractstaff@sbcbswell.org.

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Attachments:

Attachment A – Recover Medical Group BC 23-026 FY 23-27, AM 1

Attachment B – Recover Medical Group BC 23-026 FY 23-27, Executed

Authored by:

Katherine Weiss

Contracts Analyst

bwellcontractsstaff@sbcbswell.org

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

BETWEEN

COUNTY OF SANTA BARBARA

AND

RECOVER MEDICAL GROUP, P.C.

FOR

ALCOHOL AND DRUG PROGRAMS

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #23-026**, is made by and between the **County of Santa Barbara** (County or Department), a political subdivision of the State of California and **Recover Medical Group, P.C.**, (Contractor), a California Professional Corporation with a principal address at 120 Birmingham Drive, Ste 240A, Cardiff By The Sea, CA 92007, for the continued provision of services specified herein (hereafter First Amendment).

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

WHEREAS, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor with Recover Medical Group, P.C. on June 27, 2023, referred to as BC #23-026, (hereafter Agreement) for the provision of early intervention services for adolescents (under the age of 21 years old), outpatient treatment services, and intensive outpatient services for adults (age 18 and older) to assist clients obtain sobriety for a total maximum contract amount not to exceed **\$3,132,000**, inclusive of \$783,000 per fiscal year, for the period of July 1, 2023, through June 30, 2027; and

WHEREAS, the parties now wish to make certain changes to the Agreement through this First Amendment to update certain standard terms and service codes in compliance with state and federal requirements, by deleting and replacing Exhibit B-1 (Schedule of Rates and Contract Maximum) FY 2023-27, by adding Exhibit B-1 (Schedule of Rates and Contract Maximum) FY 2024-27, by deleting and replacing Exhibit B-3 (Schedule of Codes, Outpatient Non-Medical Direct Services), by deleting and replacing Exhibit B-3 (Schedule of Codes, Outpatient Medical Prescriber Services) and increase the contract amount by \$62,700 for a revised, total maximum contract amount not to exceed **\$3,194,700**, with no change to the contract term of July 1, 2023, through June 30, 2027.

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: MHS 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 36, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, of the Standard Terms and Conditions of the Agreement and replace it with the following:

36. 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.

IV. Delete Section 37, Mandatory Disclosure, Section A, Prohibited Affiliations, Subsection 2; Subsection B, Written Disclosures and 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:

37. 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, 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. section 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.

V. Delete Section 38, Procurement of Recovered Materials, of the Standard Terms and Conditions of the Agreement and replace it with the following:

38. 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.

VI. Delete Section 39, Domestic Preferences for Procurements, Subsection A of the Standard Terms and Conditions of the Agreement and replace it with the following:

39. 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.

VII. Delete Section 40, Clean Air Act and Federal Water Pollution Control Act, of the Standard Terms and Conditions of the Agreement and replace it with the following:

40. 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.

VIII. Delete Section 41, 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:

41. 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.

IX. Add Section 42, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, to the Standard Terms and Conditions of the Agreement as follows:

42. 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.

X. Delete Exhibit A-1. PERFORMANCE, Subsection C. Compliance with Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements, of the General Provisions – ADP, and replace it with the following:

C. Compliance with Drug Medical Organized Delivery System (DMC-ODS) Requirements

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 <http://www.countyofsb.org/behavioral-wellness/asset.c/5808>. Contractor shall comply with Intergovernmental Agreement Number 24-40145, which is incorporated by this reference.

XI. Delete Exhibit B – FINANCIAL PROVISIONS – ADP, Section II. MAXIMUM CONTRACT AMOUNT and replace it with the following:

II. MAXIMUM Contract AMOUNT

The Maximum Contract Amount of this Agreement shall not exceed **\$3,194,700** inclusive of **\$3,194,700** in Alcohol and Drug Program funding, FY 2023-24 for \$783,000 and FY 2024-25, FY 2025-26, and FY 2026-27 for \$803,000 each fiscal year, 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) in its entirety and replace it with the following:

*Section intentionally left blank
Exhibit B-1 follows on next page.*

EXHIBIT B-1-ADP

SCHEDULE OF RATES AND CONTRACT MAXIMUM (Applicable to programs described in Exhibit A-2.)

EXHIBIT B-1 ADP DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM							
CONTRACTOR NAME: <u>Recover Medical Group</u>				FISCAL YEAR: <u>2023-2024</u>			
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	Outpatient Services Fee-For-Service	Prescriber	Physician	0.05	\$762.49	52	\$39,700
			Physicians Assistant	0.00	\$405.75	0	\$0
			Nurse Practitioner (& Cert Nurse Spec.)	0.06	\$448.87	62	\$28,100
		Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$362.62	0	\$0
			LPHA / Assoc. LPHA	1.00	\$246.98	1,040	\$256,900
			Certified Peer Recovery Specialist	0.00	\$196.00	0	\$0
			Alcohol and Drug Counselor	2.00	\$205.81	2,080	\$428,100
				3.11		3,234	\$752,800
Contracted Service	Service Type	Reimbursement Method				Non-Medi-Cal Contract Allocation	
Non-Medi-Cal Billable Services	Quality Management (1)	Incentive				\$ 15,100	
	Utilization Management (1)	Incentive				\$ 15,100	
							\$30,200
Total Contract Maximum Per Fiscal Year							\$783,000
Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (2)	Outpatient Treatment Program	PROGRAM(S)					
Medi-Cal Patient Revenue (3)	\$ 752,800						\$ 752,800
Realignment Quality Assurance Incentive (1)	\$ 15,100						\$ 15,100
Realignment Utilization Review Incentive (1)	\$ 15,100						\$ 15,100
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL CONTRACT PAYABLE FY 23-24:	\$ 783,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 783,000
CONTRACTOR SIGNATURE:		DocuSigned by:					
<u>Mick Gulino</u>		<u>Christie Boyer</u>					
FISCAL SERVICES SIGNATURE:							
<u>AF5D49FD306C47F...</u>		<u>96D40AB0C0AD408...</u>					
(1) Quality & Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section XX of the agreement for required deliverables. (2) 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. (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, General Fund, Grants, Other Departmental Funds.							

EXHIBIT B-1-ADP**SCHEDULE OF RATES AND CONTRACT MAXIMUM**

(Applicable to programs described in Exhibit A-2.)

EXHIBIT B-1 ADP DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM							
CONTRACTOR NAME:		Recover Medical Group				FISCAL YEAR: 2024-2027	
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	Outpatient Services Fee-For-Service	Prescriber	Physician	0.05	\$781.78	52	\$40,700
			Physicians Assistant	0.03	\$438.28	31	\$13,700
			Nurse Practitioner (& Cert Nurse Spec.)	0.03	\$485.95	31	\$15,200
		Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$393.01	0	\$0
			LPHA / Assoc. LPHA	1.00	\$254.33	1,040	\$264,500
			Certified Peer Recovery Specialist	0.00	\$200.92	0	\$0
			Alcohol and Drug Counselor	2.00	\$210.96	2,080	\$438,800
				3.11		3,234	\$772,900
Contracted Service	Service Type	Reimbursement Method				Non-Medi-Cal Contract Allocation	
Non-Medi-Cal Billable Services	Quality Management (1)	Incentive				\$ 15,500	
	Utilization Management (1)	Incentive				\$ 15,500	
							\$31,000
Total Contract Maximum Per Fiscal Year							\$803,900
Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (2)	Outpatient Treatment Program	PROGRAM(S)					
Medi-Cal Patient Revenue (3)	\$ 772,900						\$ 772,900
Realignment Quality Assurance Incentive (1)	\$ 15,500						\$ 15,500
Realignment Utilization Review Incentive (1)	\$ 15,500						\$ 15,500
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL CONTRACT PAYABLE FY 24-25	\$ 803,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 803,900
TOTAL CONTRACT PAYABLE FY 25-26	\$ 803,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 803,900
TOTAL CONTRACT PAYABLE FY 26-27	\$ 803,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 803,900
CONTRACTOR SIGNATURE:		Nick Gulino		DocuSigned by:		Christie Boyer	
FISCAL SERVICES SIGNATURE:		AF5D49FD306C47F...		96D40AB0C0AD408...			
(1) Quality & Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section XX of the agreement for required deliverables. (2) 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. (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, General Fund, Grants, Other Departmental Funds.							

XIII. Delete Exhibit B-3 Entity Rates and Codes by Service Type in its entirety and replace it with the following:

**EXHIBIT B-3 ADP
ENTITY RATES AND CODES BY SERVICE TYPE
SCHEDULE OF CODES
OUTPATIENT NON-MEDICAL DIRECT SERVICES**

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,	
LCSW		106E, 104I	
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 Service	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 Service	15
96170	Health behavior intervention, family (without the patient present), face-to-face. 16-30 minutes	Supplemental Service	30
96171	Health behavior intervention, family (without the patient present), face-to-face. Each additional 15 minutes.	Supplemental Service	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service	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.			

EXHIBIT B-3 ADP
ENTITY RATES AND CODES BY SERVICE TYPE
SCHEDULE OF CODES
OUTPATIENT MEDICAL PRESCRIBER SERVICES

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

EXHIBIT B-3

OUTPATIENT MEDICAL PRESCRIBER SERVICES (continued)

EXHIBIT B-3 ADP			
DEPARTMENT OF BEHAVIORAL WELLNESS			
SCHEDULE OF CODES			
Outpatient Medical Prescriber Services			
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
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
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
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
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
G2212	Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	Medication Services	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Services	15
H0034	Medication Training and Support, per 15 Minutes	Medication Services	15
H0008	Alcohol and/or drug services: (hospital inpatient) Subacute detoxification	Recovery Services	15
H0009	Alcohol and/or drug services: (hospital inpatient) Acute detoxification	Recovery Services	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 (patient not present), face-to-face. 16-30 Min.	Supplemental Services	30
96171	Health behavior intervention, family (patient not present), face-to-face. Each add'l.15 Min.	Supplemental Services	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Services	15
H2014	Skills training and development, per 15 minutes. (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.			

XIV. Effectiveness. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by the First Amendment, 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.

XV. Execution of Counterparts. This First Amendment 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.

SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Recover Medical Group, P.C.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:


LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

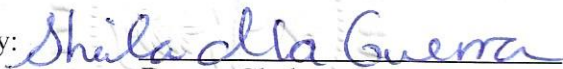
Date:

5-13-25

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:


Deputy Clerk

Date:

5-13-25

CONTRACTOR:

Recover Medical Group, P.C.

By:

Signed by:

AF5D49FD306C47F...
Authorized Representative
Nick Gulino

Name:

Title:

Is authorized to sign on behalf of chairman

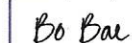
Date:

4/30/2025

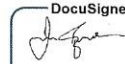
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:

Signed by:

40A252DEFFD3466...
Deputy County Counsel

By:

DocuSigned by:

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Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, DIRECTOR
DEPARTMENT OF BEHAVIORALWELLNESS

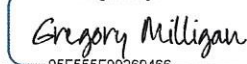
By:

DocuSigned by:
Antonette Navarro
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

DocuSigned by:

06F666F00260466...
Risk Manager