



RESOLUTION No. 23-146

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE CONTRACT WITH RECOVER MEDICAL GROUP P.C. FOR SERVICES INCLUDING OUTPATIENT REHABILITATIVE TREATMENT FOR MEDI-CAL BENEFICIARIES TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$35,000 TO \$62,000 (AN INCREASE OF \$27,000) AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE CONTRACT TERM OF APRIL 1, 2022 THROUGH JUNE 30, 2023 AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH DEPARTMENT'S BUDGET FOR FISCAL YEAR 2022/23. (4/5 AFFIRMATIVE VOTE REQUIRED) (PESP4458)

WHEREAS, on May 26, 2022 per Purchase Order PESP4458, the Nevada County Purchasing Agent approved execution of the Professional Services Contract with Recover Medical Group P.C for services including outpatient rehabilitative treatment services for Medi-Cal beneficiaries; and

WHEREAS, the mission of Recover Medical Group is to provide access to outpatient treatment or recovery services for individuals struggling with Substance Use Disorders, without exception or compromise; and

WHEREAS, under this contract, the contractor shall provide outpatient treatment services American Society of Addiction Medicine (ASAM) Level 1.0, Intensive Outpatient Services ASAM Level 2.1, and Recovery Services for Medi-Cal Beneficiaries for the recovery and treatment of alcohol/drug dependency for the Nevada County Department of Behavioral Health, hereinafter referred to as "County"; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$35,000 to \$62,000 (an increase of \$27,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price for the contract term of April 1, 2022 through June 30, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to that contract by and between the County and Recover Medical Group P.C , with a contract term April 1, 2022 through June 30, 2023 in the maximum amount of \$62,000, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Behavioral Health Department's Budget for the Fiscal Year 2022/23 as follows:

Fiscal Year 2022/23

Revenue	1589-40105-493-7831 / 446250	\$ 20,520
Expenditure	1589-40105-493-7831 / 521520	\$ 27,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 18th day of April, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

4/18/2023 cc: BH⁶
AC^{*}

**AMENDMENT #1 TO THE CONTRACT WITH
RECOVER MEDICAL GROUP P.C. (PESP4458)**

THIS AMENDMENT is executed this 18th day of April 2023, by and between RECOVER MEDICAL GROUP P.C., hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on May 26, 2022 per Purchase Order No. PESP4458; and

WHEREAS, the Contractor provides provision of outpatient rehabilitative treatment services for Medi-Cal beneficiaries for the recovery and treatment of alcohol/drug dependency; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$35,000 to \$62,000 (an increase of \$27,000) and amend Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract for the term of April 1, 2022 through June 30, 2023.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of February 1, 2023.
2. That Maximum Contract Price, shall be amended to the following:
\$62,000
3. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: *Ed Scofield*
Ed Scofield (Apr 19, 2023 10:10 PDT)
Edward Scofield
Chair of the Board of Supervisors

CONTRACTOR:

By: *Daniel Duel*
Daniel Duel (Apr 8, 2023 17:40 PDT)
Recover Medical Group P.C.
120 Birmingham DR. Ste. 240A
Cardiff, CA 92007

ATTEST:

By: *Julie Patterson-Hunter*
Julie Patterson-Hunter
Clerk of the Board

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
RECOVER MEDICAL GROUP P.C.

The maximum payments from County to Contractor shall not exceed \$62,000 for the term of April 1, 2022 through June 30, 2023. The contract amount shall not exceed \$10,000 for Fiscal Year 2021/22 and \$52,000 for Fiscal Year 2022/23. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

Medi-Cal Compensation:

Except where Share of Cost as defined in Section 50090 of Title 22, California Code of Regulations is applicable, Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Contractor shall not charge fees to beneficiaries for access to, or admission to Contractor's Drug Medi-Cal Treatment slot.

Reimbursement Rates for Drug Medi-Cal Substance Abuse Program Services:

- A) Reimbursement for Drug Medi-Cal Substance Abuse services shall be based on the lowest of the following:
- 1) The Contractor's usual and customary charge to the general public for the same or similar services;
 - 2) The Contractor's allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
 - 3) The Drug Medi-Cal (DMC) Rate:

Recover Medical SUD Services	
Calculation of Estimated Units	
Service and Rate Table	
Type of Service	Interim Rate
Outpatient Drug Free	3.00
Case Management Services	3.00
Recovery Services	3.00

- B) Drug-Medi-Cal payments shall be made in the amount of the total Contractor's claim minus amount of denied services that are not Drug Medi-Cal eligible. County shall provide Contractor with the amount of denials received for prior months' services, as identified on documents received from the State. Contractor shall make adjustment for denials on their next submitted invoice.

BILLING AND PAYMENT:

Contractor shall submit to County, for services rendered in the prior month, and in accordance with the reimbursement rate, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20th of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the

cost(s). Payment of approved billing shall be made within thirty (30) days of receipt of a complete, correct and approved billing. Payments shall be made in the amount of the total Contractor's claim minus amount of denied services that are not Drug Medi-Cal eligible.

County shall not be responsible for reimbursement of invoices submitted by Contractor that do not meet State and/or Federal submission timeliness requirements. Contractor shall prepare, in the form and manner required by County and the State Department of Health Care Services, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract no later than 60 days following the termination or expiration of this Contract, whichever comes first.

A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on a comparison of the allowed Medi-Cal reimbursement or other authorized non-billable services per unit in the Cost Report compared to the payment per unit paid by the County. Payment will be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

Contractor will be subject to Medi-Cal or County Fiscal or Quality Assurance audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual SDHCS/Federal Audit may not occur until five years after the close of the fiscal year and not be settled until all Audit appeals are completed/closed. Final Audit findings must be paid by County or Contractor within 60 days of final Audit report or as otherwise agreed.

Contractor shall submit quarterly fiscal reports, including detailed list of costs for the prior quarter and cumulatively during the contract period.

Contractor shall submit monthly invoices for services to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120 Grass
Valley, CA 95945