

**AMENDMENT #2 TO THE CONTRACT WITH
AEGIS TREATMENT CENTERS, LLC (RES. 23-389)
(RES. 24-001)**

THIS AMENDMENT is executed this August 20, 2024 by and between AEGIS TREATMENT CENTERS, LLC, 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 August 8, 2023 per Resolution 23-389 and subsequently amended this item on January 9, 2024 per Resolution 24-001; and

WHEREAS, the Contractor provides Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for referred clients of the Nevada County Behavioral Health Department; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$826,000 to \$851,000 (an increase of \$25,000), and amend Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #2 shall be effective as of June 1, 2024.
2. That Maximum Contract Price, shall be amended to the following: \$851,000.
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: _____

Chair of the Board of Supervisors

ATTEST:

By: _____

Clerk of the Board

CONTRACTOR:

By: _____

Aegis Treatment Centers, LLC
1317 Route 73 North, STE 200
Mount Laurel, NJ 08054

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
AEGIS TREATMENT CENTERS, LLC.

Subject to the satisfactory performance of services required of Contractor pursuant to this Contract, and the terms and conditions set forth, the maximum obligation of this Agreement shall not exceed \$851,000 for the contract term. Only services for Nevada County Medi-Cal beneficiaries who maintain residency in Nevada County shall be billed through this Agreement.

Medication	Non-Peri	Peri
Methadone	\$ 19.19	\$ 29.47
Buprenorphine-Naloxone Combo Film	\$ 28.68	\$ 39.89
Buprenorphine-Naloxone Combo Tablets	\$ 32.55	\$ 43.86
Buprenorphine Mono	\$ 32.06	\$ 43.38
Disulfiram	\$ 11.45	\$ 11.62
Buprenorphine Injectable (Sublocade)	\$ 1,996.21	\$ 1,996.21
Naltrexone Injectable (Vivitrol)	\$ 2,180.41	\$ 2,180.41
Naloxone HCL- 2 pack (Generic)	\$ 106.07	\$ 106.07
Naloxone HCL- 2 pack (Narcan)	\$ 144.96	\$ 144.96

Direct Service Staff By Discipline	Hourly Rate
Physicians Assistant	\$ 415.69
Nurse Practitioner	\$ 460.90
RN	\$ 376.48
MD (typically in SUD system of Care)	\$ 926.86
LPHA/Intern or Waivered LPHA (MFT, LCSW, LPCC)	\$ 241.22
Alcohol and Drug Counselor	\$ 200.08
Peer Recovery Specialist	\$ 190.55

FINANCIAL TERMS

1. CLAIMING
2. Contractor shall submit to County, for services rendered in the prior month, and in accordance with CPT format requirements, a statement of services rendered to County that includes documentation to support all fees claimed by the 10th of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of services is being questioned. Contractor has the option of delaying the entire claim pending resolution of the service(s).
 - A. Claims shall be complete and accurate and must include all required information regarding the claimed services.
 - B. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

3. INVOICING

- A. Contractor shall invoice County for services monthly, in arrears, in the format directed by County. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.
- B. Invoices shall be provided to County after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.
 - a. If County is unable to make timely payment due to SmartCare Electronic Health Record (her) software conversion/go live, County will issue interim payment(s) at the average of May and June, 2023 services or 1/12th of the contract amount, whichever is lower. A true up will be completed on the first invoice once services and reports are available in the EHR.
- C. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the service rates in Exhibit B-2.
- D. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6.
- E. Contractor shall submit invoices to:
Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

4. ADDITIONAL FINANCIAL REQUIREMENTS

- A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
- B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the US DHHS may specify.
- C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the

Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.

- D. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. § 1396b(i)(2)).
 - E. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the County. Payment of invoices may be held until Contractor is in compliance with reporting requirements. County shall not be responsible for reimbursement of invoices submitted by Contractor that do not have proper authorizations in place.
5. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES
- A. If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
 - B. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
 - C. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
 - D. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.