



RESOLUTION No. 20-351

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 3 TO THE PERSONAL SERVICES CONTRACT WITH AEGIS TREATMENT CENTERS, LLC. FOR THE PROVISION OF A DRUG MEDI-CAL (DMC) OUTPATIENT NARCOTIC TREATMENT PROGRAM (NTP) FOR REFERRED CLIENTS OF THE NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$367,000 TO \$393,661 (AN INCREASE OF \$26,661) FOR FISCAL YEAR 2019/20 (RES. 19-472; RES. 19-610; RES. 20-131)

WHEREAS, opioid abuse is a significant challenge for our community, with the rate of opioid prescriptions as well as opioid overdose emergency department visits exceeding the state rate significantly; and

WHEREAS, contractor has locations in Marysville and Roseville where Nevada County Drug Medi-Cal (DMC) beneficiaries receive Opioid Use Disorder medication assisted treatment and counselling at both sites; and

WHEREAS, Nevada County has opted into the Drug Medi-Cal Organized Delivery System (DMC-ODS) with the Department of Health Care Services as of July 1, 2018; and

WHEREAS, pursuant to DMC-ODS, Nevada County is required to contract with an organization that provides a Narcotic Treatment Program; and

WHEREAS, the contractor opened a medication unit in Grass Valley in May 2018 that provides a Narcotic Treatment Program; and

WHEREAS, on August 27, 2019, per Resolution 19-472, the Nevada County Board of Supervisors authorized the execution of the renewal Personal Services Contract between the County and Aegis Treatment Centers, LLC. for Nevada County DMC beneficiaries to receive Narcotic Treatment Program services locally and in neighboring counties and enable Nevada County to be compliant with DMC-ODS requirements for the contract term July 1, 2019 through June 30, 2020. Subsequently, the Board approved Amendment No. 1 on December 17, 2019, per Resolution 19-610 which added language and increased the maximum contract price from \$138,437 to \$300,000. Subsequently, the Board approved Amendment No. 2 on April 28, 2020, per Resolution 20-131, which increased the maximum contract price from \$300,00 to \$367,000; and

WHEREAS, the parties desire to amend their agreement to increase the Maximum Contract Price from \$367,000 to \$393,661 (an increase of \$26,661) and revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 3 to the Personal Services Contract by and between Aegis Treatment Centers, LLC., for the provision of a Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for referred clients of the Nevada County Behavioral Health Department for the contract term of July 1, 2019 through June 30, 2020, in the maximum amount of \$393,661 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment No. 3 on behalf of the County of Nevada

Funds to be disbursed from account: 1589-40105-493-7831/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of August, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

8/11/2020 cc: BH*
AC*
ATC, LLC

**AMENDMENT #3 TO THE RENEWAL CONTRACT WITH
AEGIS TREATMENT CENTERS, LLC. (RES. 19-472; RES. 19-610; RES. 20-131)**

THIS AMENDMENT is dated this 11th day of August 2020 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 Personal Services Contract, as approved on August 27, 2019, per Resolution No. 19-472, and subsequently amended on December 17, 2019, per Resolution No. 19-610, and subsequently amended again on April 28, 2020, per Resolution No. 20-131.

WHEREAS, the County has contracted with Contractor to provide Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for referred clients of the Nevada County Behavioral Health Department, for the contract term of July 1, 2019 through June 30, 2020; and

WHEREAS, the parties desire to amend their agreement to increase the maximum contract price from \$367,000 to \$393,661 (an increase of \$26,661) for an unexpected increase in services; 2) and revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of June 1, 2020.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$393,661 due to an unexpected increase in services.
3. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
4. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

Heidi Hall
By: Heidi Hall (Aug 11, 2020 12:58 PDT)
Heidi Hall
Chair of the Board of Supervisors

CONTRACTOR:

Joe Pritchard
By: Joe Pritchard
Joe Pritchard
CEO
7246 Remmet Avenue
Canoga Park, California 91303

ATTEST:

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

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 \$393,6610 for the contract term. The payment obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses. Only services for Nevada County Medi-Cal beneficiaries who maintain residency in Nevada County shall be billed through this Agreement.

Rates:

Urinalysis (UA) testing: \$15 for each specimen collection. Requires prior approval from County Program Manager or designee.

Medi-Cal Rates for Services: (*)

Non Perinatal

- NTP Methadone: \$13.93 per daily dose
- NTP Individual Counseling: \$15.74 per 10-minute increment
- NTP Group Counseling: \$3.36 per 10-minute increment
- NTP Buprenorphine-Generic: \$21.65 per daily dose

Perinatal

- NTP Methadone: \$15.00 per daily dose
- NTP Individual Counseling: \$23.39 per 10-minute increment
- NTP Group Counseling: \$5.37 per 10-minute increment
- NTP Buprenorphine-Generic: \$26.57 per daily dose

(*) Rates in effect at the time this Agreement were developed, subject to periodic revision by Medi-Cal.

BILLING AND PAYMENT

To expedite payment, Contractor shall reference on their invoice the County Purchase Order or Resolution Number, which has been assigned to their approved contract. 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.

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

Contractor shall submit invoices to:

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