

RESOLUTION No. 21 7

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE 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 INCREASING THE MAXIMUM CONTRACT AMOUNT TO \$545,000 (AN INCREASE OF \$145,250) FOR FY 2020/21 AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH DEPARTMENT'S BUDGET FOR FISCAL YEAR 20/21 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on August 28, 2020, per Resolution 20-216, the Nevada County Board of Supervisors authorized the execution of the renewal Professional Services Agreement 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; and

WHEREAS, due to the increased outreach and engagement efforts around Substance Use Disorders and available services, the number of Nevada County beneficiaries needing services has increased; and

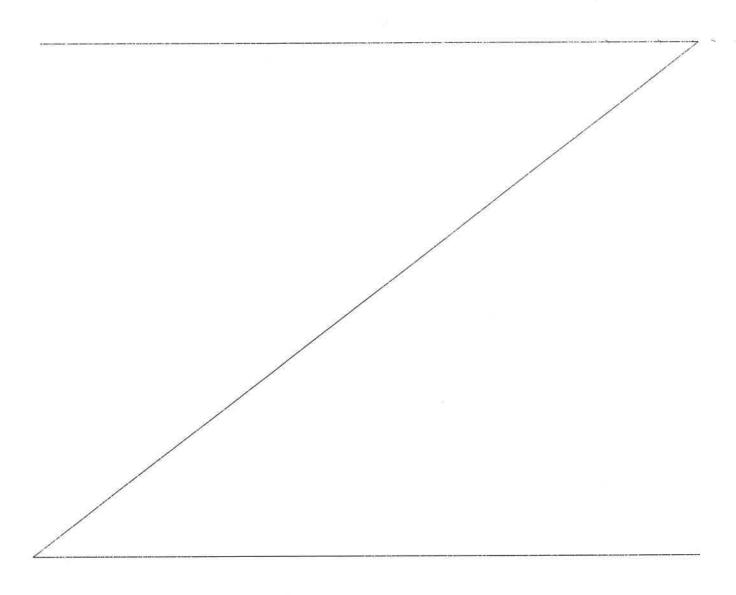
WHEREAS, the parties desire to amend their Agreement to increase the Maximum Contract Price from \$399,750 to \$545,000 (an increase of \$145,250) and revise the Exhibit "B" "Schedule of Charges and Payments" to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 to the Professional Services Agreement by and between County of Nevada and 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, increasing the maximum amount to \$545,000 for the contract term of July 1, 2020 through June 30, 2021, 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 Contract on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to release \$4,357 fund balance in Fund 1481 and amend the Behavioral Health Department's Budget for the Fiscal Year 2020/21 as follows:

Fiscal Year 2020/21

Revenue	1589-40105-493-7831 / 446250 1589-40105-493-7831 / 474004	\$ 140,893 \$ 4,357
Expenditure	1589-40105-493-7831 / 521520 1481-40130-493-5700 / 550704	\$ 145,250 \$ 4,357



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of April, 2021, by the following vote of said Board:

Ayes:

Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan

K. Hoek and Hardy Bullock.

Noes:

None.

Absent:

None.

Abstain:

None.

ATTEST:

JULIE PATTERSON HUNTER Clerk of the Board of Supervisors

4/13/2021 cc:

BH* (hold) AC* ATC, LLC* Dan Miller, Chair

4/16/2021 cc:

BH* AC* (Release) ATC, LLC*

AMENDMENT #1 TO THE AGREEMENT WITH THE AGEIS TREATMENT CENTERS LLC (RES 20-216)

THIS AMENDMENT is executed this 13th day of April, 2021 by and between AGEIS TREATMENT CENTERS LLC, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will amend the prior contract between the parties entitled Professional Services Agreement, executed on August 28, 2020 per Resolution 20-216; and

WHEREAS, Contractor provides Narcotic Treatment Program and Medication Assisted Treatment services to Nevada County beneficiaries with an identified Substance Use Disorder; and

WHEREAS, the parties desire to amend their Agreement to increase the contract amount from \$399,750 to \$ 545,000 (an increase of \$145,250) and revise Exhibit "B" Schedule of Changes and Payments to reflect the increase in the maximum contract price and rates.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. That Amendment #1 shall be effective as of March 1, 2021.
- 2. That the maximum Agreement price shall be increased from \$ 399,750 to \$545,000 (an increase of \$145,250).
- 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 except as amended herein.

CONTRACTOR:

Canoga Park, California 91303

Pay Dan Miller (Apr 15, 2021 15:33 PDT)	By: Susan D. Hoeflich Susan D. Hoeflich (Apr 14, 2021 12:11 EDT)	
Dan Miller	Aegis Treatment Centers, LLC	
Chair of the Board of Supervisors	7246 Remmet Avenue	

Chair of the Board of Supervisors
County of Nevada

ATTEST:

Julie Patterson-Hunter

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COUNTY OF NEVADA:

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 \$545,000 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: \$14.20 per daily dose

NTP Individual Counseling: \$16.65 per 10-minute increment NTP Group Counseling: \$3.80 per 10-minute increment

NTP Buprenorphine-Generic: \$31.03 per daily dose

Perinatal

NTP Methadone: \$15.29 per daily dose

NTP Individual Counseling: \$23.84 per 10-minute increment NTP Group Counseling: \$6.09 per 10-minute increment NTP Buprenorphine-Generic: \$36.33 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