



RESOLUTION No. 20-137

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE RENEWAL PERSONAL SERVICES CONTRACT WITH COMMON GOALS, INC. FOR THE PROVISION OF OUTPATIENT REHABILITATIVE TREATMENT SERVICES FOR THE RECOVERY AND TREATMENT OF ALCOHOL/DRUG DEPENDENCY TO ADD AN ALTERNATE PAYMENT MECHANISM FOR SERVICES PROVIDED MARCH THROUGH JUNE 2020 DUE TO IMPACTS OF THE CORONAVIRUS AND AMEND EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE ALTERNATE PAYMENT MECHANISM FOR THE CONTRACT TERM OF JULY 1, 2019 THROUGH JUNE 30, 2020 (RES. 19-305; RES 19-611)

WHEREAS, the Contractor provides education, treatment services, and Recovery Residences for persons affected by the disease of alcoholism and/or drug addiction; and

WHEREAS, on June 25, 2019, per Resolution 19-305, the Nevada County Board of Supervisors authorized the execution of the Renewal Personal Services Contract between the County of Nevada and Common Goals, Inc. to provide outpatient individual and group rehabilitation services in the community, individual and group services in the jail, and Recovery Residences for authorized county clients. Subsequently, the Board approved Amendment No. 1 on December 17, 2019 per Resolution 19-611 which added language and increased the maximum contract price; and

WHEREAS, the Parties desire to amend their prior Agreement to add an alternate payment mechanism for services provided March through June 2020 due to impacts of the Coronavirus and amend Exhibit "B" Schedule of Charges and Payments, to reflect the alternate payment mechanism.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 2 by and between the County and Common Goals, Inc. amending Exhibit "B" Schedule of Charges and Payments for the term of July 1, 2019 through June 30, 2020 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment No. 2. on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40105-493-7831/521525 and 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 28th day of April, 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

4/28/20 cc: B.Health**
A-C*
CGoals

**AMENDMENT NO. 2 TO THE RENEWAL CONTRACT WITH
COMMON GOALS, INC. (RES 19-305; RES 19-611)**

THIS AMENDMENT No. 2 is dated this 28th day of April 2020 by and between COMMON GOALS, INC. and COUNTY OF NEVADA. Said Amendment No. 2 will amend the prior agreement between the parties entitled Personal Services Contract executed on June 25, 2019 per Resolution No. 19-305 and subsequently amended on December 17, 2019, per Resolution No. 19-611.

WHEREAS, the parties desire to amend their Agreement to add an alternate payment mechanism for services provided March through June 2020 due to impacts of the Coronavirus and amend Exhibit "B" Schedule of Charges and Payments, to reflect the alternate payment mechanism.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment No. 2 shall be effective as of March 1, 2020.
2. That Exhibit "B", Schedule of Charges and Payments, shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
3. 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: Heidi Hall
Honorable Heidi Hall
Chair of the Board of Supervisors

CONTRACTOR:

By: Joseph J. Festeren
Joseph J. Festeren, Administrator
256 Buena Vista Street, Suite 100
Grass Valley, California 95945

ATTEST:

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

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EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMON GOALS, INC.

The maximum payments from County to Contractor shall not exceed \$713,526 for the term of July 1, 2019 through June 30, 2020. 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.

Summary of Compensation:

Outpatient Substance Use Disorder Services Including Drug Medi-Cal (for BH and DSS referred participants)	\$338,000
Drug Testing, Interim Services and Recovery Residences	\$195,000
Probation Referred Participants (including DMC)	\$80,000
Recovery Residence & Jail Counselor MAT funded only	\$96,526
Electronic Health Record Training	\$4,000
Total maximum compensation	\$713,526

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 for Fiscal Year 2019/20.

The current DMC Rates are:

Service	Drug Medi- Cal Rate per Unit of Service (1 UOS = 1 minute)
Outpatient Drug Free (ODF)	\$ 1.66 (\$24.89 per 15 minutes)
Case Management & Recovery Services	\$ 1.27 (\$19.11 per 15 minutes)

3 month program	\$ 250
6 month program	\$ 500
12 month program	\$ 1,000

Recovery Residence & Jail Counselor \$96,526:

Contractor shall be reimbursed for actual salary/benefits and project. Contractor shall bill County monthly, and each invoice shall state the amount of personnel hours/benefits and reimbursement expenses being claimed by funding source. Contractor agrees to be responsible for the validity of all invoices.

Salary & Benefits CDAC Counselor	\$13,405
Mileage	\$400-
Recovery Residence	\$79,550
Indirect	\$3,171
Total	\$96,526

Electronic Health Record Training \$4,000:

Contractor shall be reimbursed \$4,000 for staff attending Electronic Health Record training on October 23, 2019 and October 25, 2019. Contractor shall submit an invoice upon completion of training for \$4,000 listing which staff attended.

BILLING AND PAYMENT:

For the period of July 1, 2019 through February 29th, 2020: 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.

For the period of March 1, 2020 through June 30th, 2020 Contractor shall submit a monthly invoice in arrears at the provisional amount of \$28,167 for Drug Medi-Cal services for satisfactorily providing services as outlined in Exhibit “A”. All payments are interim payments only and subject to final settlement in accordance with the Cost Settlement section below. Contractor shall submit an invoice by the 15th of the month following the month of service, and the Behavioral Health Department will process and make payment



within 30 days of receipt of the invoice. The Behavioral Health Director may approve an increase over the monthly 1/12th reimbursement rate for project expenditures if justified. Contractor should continue efforts to provide critical services and communicate progress weekly with County Contract Manager. Additionally, Contractor is encouraged to avoid any unnecessary expenditures to maximize County's funding streams.

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

