



RESOLUTION No. 23-344

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

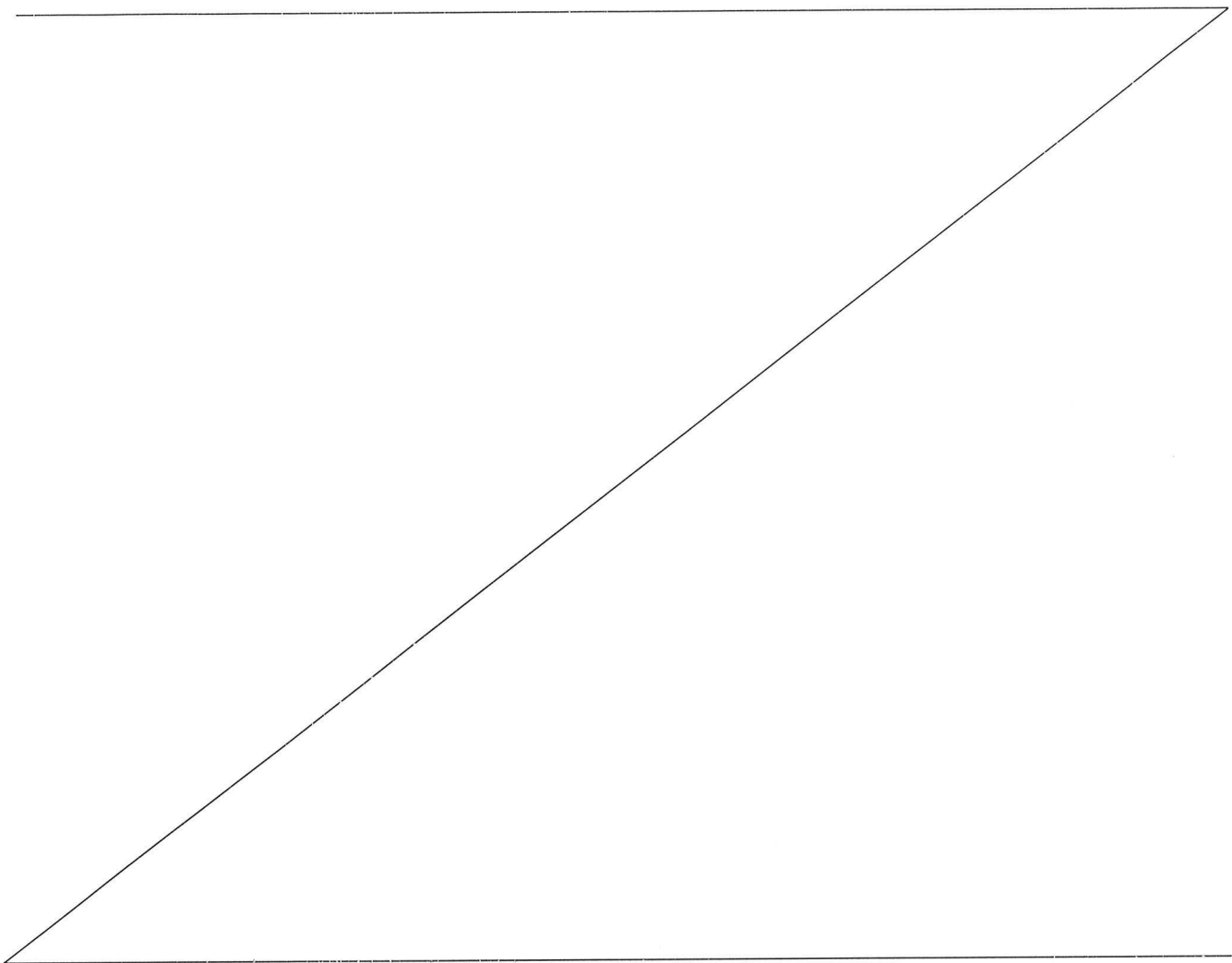
RESOLUTION APPROVING AMENDMENT NO. 2 TO THE CONTRACT WITH COMMON PURPOSE FOR THE PROVISION OF RECOVERY RESIDENCE SERVICES FOR NEVADA COUNTY MEDI-CAL BENEFICIARIES TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$194,400 TO \$204,400 (AN INCREASE OF \$10,000), AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE (RES 22-300, RES 23-126)

WHEREAS, on June 28, 2022, per Resolution 22-300, the Nevada County Board of Supervisors approved execution of the Professional Services Contract with Common Purpose to provide recovery residence services; subsequently amended on March 28, 2023 per Resolution 23-126.

WHEREAS, the contractor provides education, treatment services, and recovery residences for persons affected by substance use disorders; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$194,400 to \$204,400 (an increase of \$10,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract amount.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 2 to the Professional Services Contract by and between County and Common Purpose pertaining to the provision of outpatient rehabilitative treatment services for the recovery and treatment of alcohol/drug dependency for the contract term of July 1, 2022 through June 30, 2023, in the maximum amount of \$204,400 be and hereby is approved, and that the Chair of the Board of Supervisors is authorized to execute the amendment on behalf of the County.



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 July, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Lisa Swarhout,
Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: Julie H Hunter

Edward C. Scofield
Edward Scofield, Chair

**AMENDMENT #2 TO THE CONTRACT WITH
COMMON PURPOSE (Res 22-300, RES 23-126)**

THIS AMENDMENT is executed this 11th day of July, by and between COMMON PURPOSE, 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 June 28, 2022 per Resolution RES 22-300, subsequently amended on March 28, 2023 per Resolution 23-126; and

WHEREAS, the Contractor provides a provision of recovery residence services for the treatment of substance use disorders for Drug Medi-Cal beneficiaries; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$194,400 to \$204,400 (an increase of \$10,000), and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract amount.


NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of June 1, 2023.
2. That Maximum Contract Price, shall be amended to the following:
\$204,400
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: 
Edward Scofield
Chair of the Board of Supervisors

CONTRACTOR:

By: 
John C. Duff III (Jun 28, 2023 14:30 PDT)
Common Purpose
256 Buena Vista Street, Ste 100
Grass Valley, CA 95945

ATTEST:

By: 
Julie Patterson-Hunter
Clerk of the Board

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMON PURPOSE

The maximum payments from County to Contractor shall not exceed \$204,400 for the term of July 1, 2022 through June 30, 2023.

Recovery Residences Services:

Contractor shall be reimbursed based at the rates below for each authorized individual. There rates include room and board and all utilities. County shall be billed only for those days the County authorized client was a resident in said program.

Funding Step Down	Daily Rate
Level 1	\$ 30.33
Level 2	\$ 15.17
Level 3	\$ 7.58
Level 4	\$ 3.03

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

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 will be subject to DHCS 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

NON-PROFIT SUPPLEMENTAL AUDIT PROVISIONS:

(i) Contractor shall have on file with the County at all times their most recent reviewed or audited financial statements including the review or opinion letter issued by an independent Certified Public Accountant. The financial statement package is due to the County within one hundred eighty (180) days of the end of the Contractor's fiscal year. Contractor may request in writing an extension of due date for good cause – at its discretion, County shall provide written approval or denial of request.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$750,000 or more in Federal awards during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in the "Notification" section of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.