

**AMENDMENT #1 TO THE CONTRACT WITH
COMMON GOALS, INC. (RESO 15-365)**

THIS AMENDMENT is dated this 9th day of May, 2016 by and between COMMON GOALS, INC. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Personal Services Contract executed on August 11, 2015 per Resolution No. 15-365.

WHEREAS, the parties desire to amend their Agreement to 1) increase the maximum contract price from \$146,748 to \$168,748 (an increase of \$22,000) due to an unanticipated increase in services; 2) amend Exhibit "B" to reflect this increase in maximum obligation; and 3) update the Drug Medi-cal Rates on Exhibit "B".

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of May 1, 2016.
2. That section (§2) Maximum Contract Price, shall be changed to the following: \$168,748.
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.

COUNTY OF NEVADA

CONTRACTOR:

By: _____
Honorable Dan Miller
Chair, Board of Supervisors

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

ATTEST:

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

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

The maximum payments from County to Contractor during the term of this Contract shall not exceed \$168,748. 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:

Drug Medi-Cal Substance Abuse Program	\$157,748
Drug Testing	\$11,000
Total maximum compensation	\$168,748

Drug Medi-Cal and Drug Testing Services may not exceed the above- stated amounts for those services.

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 outpatient drug free treatment 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 2015/16. If the DMC rates for fiscal year 2015/16 are changed and County is notified of these changes the County shall adjust the DMC.

The current DMC Rates are:

<u>Service Function</u>	<u>Drug Medi- Cal Rate per Unit of Service</u>
Outpatient drug free treatment services (ODF), face-to-face individual counseling session, per person	\$66.93



ODF, face-to-face group counseling session, per person	\$27.14
--	---------

- B) The DMC rate for counseling sessions for outpatient drug free services shall be prorated as follows:
1. The DMC for an individual counseling session shall be prorated using the percentage computed by dividing the total actual time for all counseling sessions by the total time which would have been spent if all counseling sessions were 50 minutes in duration. This percentage (not to exceed 100 percent) shall be applied to the DMC to determine the maximum reimbursement rate.

Example: $\text{Total Session Time} / (50 \text{ minutes} \times \text{Number of Sessions}) \times \text{DMC} = \text{Prorated DMC}$.
 2. The DMC for a group counseling session shall be prorated using the percentage computed by dividing the total actual time for all counseling sessions by the total time which would have been spent if all counseling sessions were 90 minutes in duration. This percentage (not to exceed 100 percent) shall be applied to the DMC per person to determine the maximum reimbursement rate.

Example: $\text{Total Session Time} / (90 \text{ minutes} \times \text{Number of Sessions}) \times \text{DMC} = \text{Prorated DMC}$.
 3. To qualify as a group counseling session there shall be at least two Medi-Cal beneficiary in a group of no less than four and no more than twelve individuals.
- C) Drug-Medi-Cal 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 will provide Contractor with the amount of denials received for prior months' services, as identified on documents received from the State. Contractor will make adjustment for denials on their next submitted invoice.

Drug Testing Compensation:

The rate charged for clients under this Agreement shall per \$20 per test each standard test will include screening for:

1. THC;
2. Amphetamines and Methamphetamines;
3. Cocaine;
4. Morphine and Morphine based drugs, this include adulteration screening.

\$5 per additional substance tested for or substituted for another of the base 4 above.

\$20 per test for ETG (72 hr Alcohol) test

\$20 Breath Alcohol Testing- by DOT approved device and certified Technician

Drug testing services will be funded by SAPT Discretionary funds and are not to exceed a total of **\$11,000**.

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. 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 monthly invoices for services to:

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

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a horizontal line.