

RESOLUTION No. 19-611

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL CONTRACT WITH COMMON GOALS, INC. FOR THE PROVISION OF OUTPATIENT REHABILITATIVE TREATMENT SERVICES FOR THE RECOVERY AND TREATMENT OF ALCOHOL/DRUG DEPENDENCY TO 1) INCREASE THE MAXIMUM CONTRACT PRICE FROM \$510,688 TO \$713,526 (AN INCREASE OF \$202,838); 2) REVISE EXHIBIT "A" SCHEDULE OF SERVICES TO REFLECT AN INCREASE IN RECOVERY RESIDENCES SERVICE AND THE ADDITION OF INTERIM SERVICES, AND 3) REVISE EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2020 (RES. 19-305)

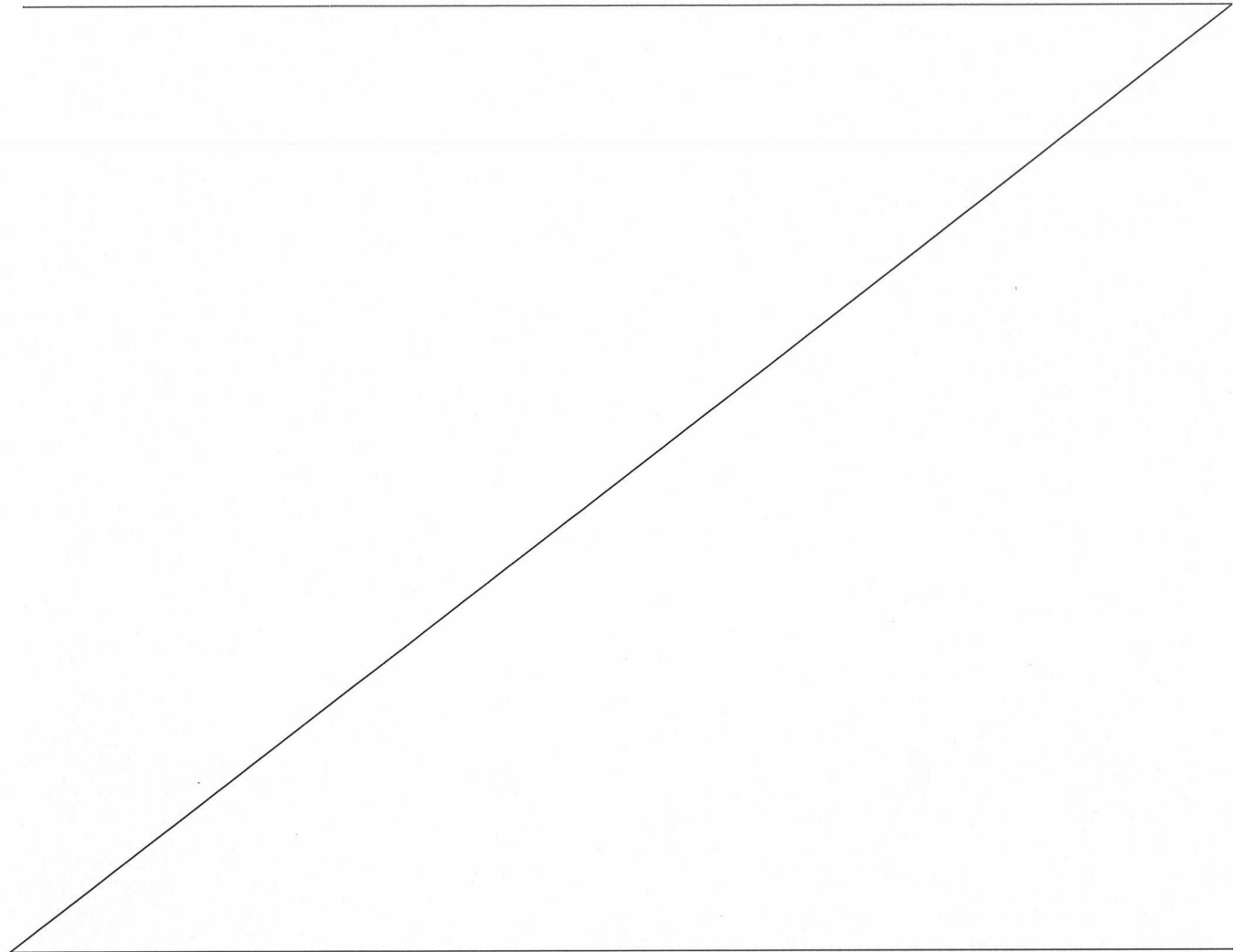
WHEREAS, the Contractor provides education, treatment services, and Recovery Residences for persons affected by the disease of alcoholism and/or drug addiction; and

WHEREAS, on June 25, 2019, per Resolution No 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 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; and

WHEREAS, the parties desire to amend their agreement to: 1) increase the Maximum Contract Price from \$510,688 to \$713,526 (an increase of \$202,838) due to an unanticipated increase in services; 2) revise Exhibit "A" Schedule of Services to incorporate additional funding for Recovery Residences and interim services for individuals with lapses in insurance coverage, and 3) 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 the Amendment No. 1 to the Personal Services Contract by and between County and Common Goals, Inc. pertaining to the provision of outpatient rehabilitative treatment services for the recovery and treatment of alcohol/drug dependency increasing the maximum amount of the Contract to \$713,526 (an increase of \$202,838) and amending the Exhibit "A" Schedule of Services, and Exhibit "B" Schedule of Charges, for the term of July 1, 2019 through June 30, 2020, 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 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 special meeting of said Board, held on the 17th day of December, 2019, 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: 



Richard Anderson, Chair

12/17/2019 cc: BH*
AC*

**AMENDMENT #1 TO THE CONTRACT WITH
COMMON GOALS, INC. (RESO 19-305)**

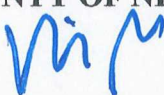
THIS AMENDMENT is dated this 17th day of December, 2019 by and between COMMON GOALS, INC. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Personal Services Contract executed on June 25, 2019 per Resolution No. 19-305.

WHEREAS, the parties desire to amend their Agreement to 1) increase the maximum contract price from \$510,688 to \$713,526 (an increase of \$202,838) due to an unanticipated increase in services; 2) revise Exhibit "A" Schedule of Services to reflect an increase in funding for Recovery Residences and add services for individuals with lapses in insurance coverage and 3) 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 July 1, 2019.
2. That section (§2) Maximum Contract Price, shall be changed to the following: \$713,526.
3. The Exhibit "A", Schedule of Services, shall be revised to the amended Exhibit "A" as attached hereto and incorporated herein.
4. That Exhibit "B", Schedule of Charges and Payments, shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
5. 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: 

Honorable Richard Anderson
Chair, Board of Supervisors

CONTRACTOR:

By: 

Joseph J. Festersen, Administrator
256 Buena Vista Street, Suite 100
Grass Valley, California 95945

ATTEST:

By: 

Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT "A"
SCHEDULE OF SERVICES
COMMON GOALS, INC.

Common Goals, Inc., hereinafter referred to as "Contractor", shall provide outpatient treatment services American Society of Addiction Medicine (ASAM) Level 1.0, Intensive Outpatient Services ASAM Level 2.1, and Recovery Services for Medi-Cal Beneficiaries for the recovery and treatment of alcohol/drug dependency for the Nevada County Department of Behavioral Health, hereinafter referred to as "County". The service program will be for adults (over the age of 21) both male and female; and adolescents both male and female (under age 21). Contractor shall also provide Recovery residences for Adult Drug Court (ADC) participants.

Program Statement:

Common Goals, Inc. provides education and treatment services to persons affected by the disease of alcoholism and/or other drug addictions. The treatment programs provided by Common Goals are designed to help individuals and families achieve and maintain healthy and rewarding lifestyles free from illicit and non-prescribed drugs and medications, leading to long-term self-sufficiency and the restoration of family systems.

A. OUTPATIENT SERVICES:

Outpatient Drug Free (ODF) services (ASAM Level 1) are counseling services provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts (LPHA) to be medically necessary and in accordance with an individualized client plan. ASAM level 1 Youth treatment services will be provided following the current Youth Treatment Guidelines issued by the Department of Health Care Services (DHCS).

Intensive Outpatient Treatment (IOT) (ASAM Level 2.1) are structured programming services provided to beneficiaries a minimum of nine (9) hours with a maximum of nineteen (19) hours a week for adults, and a minimum of six (6) hours with a maximum of nineteen (19) hours a week for adolescents, when determined by a Medical Director or LPHA to be medically necessary and in accordance with the individual treatment plan. Services consist of intake, individual and/or group counseling, patient education, family therapy, medication services, collateral services, crisis intervention, treatment planning, and discharge services. ASAM level 2.1 Youth treatment services will be provided following the current Youth Treatment Guidelines issued by the Department of Health Care Services (DHCS).

For group counseling in ODF and IOT, one or more therapists treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. At least one participant in the group session must be Drug Medi-cal (DMC) eligible to claim DMC reimbursement for the group session. (Title 22 §51341.1).



ODF and IOT Program Treatment Services:

Services shall include but not necessarily be limited to the following:

- Substance abuse counseling and education;
- Individual, group, and family counseling;
- Sexual and physical abuse counseling;
- Parenting education; mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792);
- Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant;
- Education on HIV/AIDS transmission and access to testing;
- Education on Tuberculosis (TB) and Hepatitis C and access to testing;
- Coordination of ancillary services (i.e. assistance in accessing and completing dental services, social services, community services, educational/vocational training, and other services which are medically necessary to prevent risk to fetus or infant); referral to pertinent community services according to client treatment/discharge plans;
- Gender specific substance abuse treatment and other therapeutic interventions for women which addressing issues of relationships, sexual and physical abuse, and parenting;
- Sufficient case management to ensure that women and their children have access to primary medical care, primary pediatric care, gender specific substance abuse recovery and treatment, and other needed services.

Case Management: This is a service to assist beneficiaries in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management can be face-to-face or over the telephone and shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 Code of Federal Regulations (CFR) Part 2, and California law. The components of case management include:

1. Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of case management;
2. Transition to a higher or lower level of Substance Use Disorder (SUD) care;
3. Development and periodic revision of a client plan that includes service activities;
4. Communication, coordination, referral, and related activities;
5. Monitoring service delivery to ensure beneficiary access to service and the service delivery system;
6. Monitoring the beneficiary's progress; and
7. Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

Physician Consultation: Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with the client; rather, they are designed to assist DMC



physicians with seeking expert advice on designing treatment plans for specific clients, and to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

Assessments: Assessments shall be face-to-face and performed by qualified staffing. If the face-to-face assessment is provided by a certified counselor, face-to-face interaction must take place, at minimum, between the certified counselor who has completed the assessment for the beneficiary and the Medical Director, licensed physician, or LPHA. This interaction also must be documented appropriately in the medical record to establish the determination of medical necessity for the beneficiary. The purpose of assessing a participant is to determine an appropriate current Diagnostic and Statistical Manual of Mental Disorders (DSM) Axis I diagnosis of a substance-related disorder, to establish medical necessity, and to arrive at the appropriate level of care. The level of care entails both the number of contacts per week the participant is expected to make during treatment, the expected level of time that the participant will remain in the program and the Urine Analysis (UA) testing schedule. Each participant will be assigned to an appropriate group and primary counselor, as determined by the Contractor's Program Director or Assistant Program Director. Each program includes appropriate individual counseling. ASAM level of care data shall be recorded in the client chart and reported to the county for each assessment. The Youth ASAM tool shall be used for Youth (age 13-17). Medical necessity for an adolescent individual shall be assessed to be at risk of developing a SUD. The adolescent individual shall also meet the ASAM adolescent criteria.

Participants referred and authorized for services by the Nevada County Probation Department will have been administered the following assessments instruments:

- SASSI-3 (Substance Abuse Subtle Screening Inventory)
- Full ASAM assessment
- MAST (Michigan Alcohol Screening Test)
- Beck Depression Inventory
- Anger Management Assessment - a 105 question Anger Management Map developed by Oakwood Solutions to determine stress levels, aggression, assertiveness, deference, empathy and personal change orientation.

Re-Assessments: Re-assessments shall occur a minimum of every 90 days, unless there are significant changes warranting more frequent re-assessments. ASAM Level of Care data shall be entered into the client's medical record for each assessment and re-assessment.

Individualized Plan: Contractor shall be responsible for developing an individualized written treatment plan for each participant within 30 days of intake. The individualized plan is developed between the participant and the counselor and/or therapists. The Medical Director or LPHA will determine whether treatment services are medically necessary and approve the treatment plan within 15 days of signature from counselor and/or therapist. The plan shall be reviewed and updated at minimum every 90 days. The purpose of the treatment plan is to allow the program and the participant to track the participant's progress in a measurable manner through setting goals for recovery and documenting their progress. A treatment plan appointment will be scheduled within 30



days of the intake appointment. Each treatment plan is individualized to each participant. The purpose of the treatment plan is to identify the participant's problem areas in the following categories:

1. Drug use
2. Medical
3. Legal
4. Psychosocial
5. Education
6. Employment/Vocational
7. Financial
8. Discharge

These problem areas can be reflected on the treatment plan by using the six dimensions of the ASAM criteria.

At a minimum the plan will include the following:

- Statement of problems to be addressed while in treatment.
- Statement of goals to be reached which address each problem.
- Action steps to be taken by the participant and/or the program target dates for the accomplishment of the action steps and/or goals or, whenever possible, resolution of the problem.
- Target dates for the accomplishment of action steps and goals.
- A description of the services including the type of counseling to be provided and the frequency thereof.
- The assignment of a primary counselor.
- Diagnosis with DSM code(s)

Outpatient substance abuse services to authorized participants of Nevada County shall also include the following:

- Drug testing (Substance Abuse Prevention and Treatment [SAPT] Discretionary funds)
- Referral to continuing self-help/support groups
- Prop 36 court support services
- PC1000 – Deferred Entry of Judgment Court ordered Drug Diversion programs
- Adult Drug Court & AB109 Outpatient Treatment Services

Program requirements:

1. Contractor is responsible for verifying participant's Medi-Cal eligibility status.
2. Services provided shall be in compliance with all state guidelines pertaining to DMC services; such as but not necessarily limited to the following:
 - A. Individuals who are DMC eligible are not placed on waiting lists due to budgetary constraints.
 - B. Services provided to DMC beneficiaries are equivalent to services provided to non-DMC participants.

- C. No fees are charged to Medi-Cal beneficiaries for access to DMC services or for admission to a DMC treatment program. (exception - Share of Cost Medi-Cal beneficiaries)
- D. Program complies with participant fair hearings, audit process, and DMC Provider Administrative Appeals.
- E. Termination of participant attending DMC services occurs only when the participant:
 - 1) Fails to return to the program
 - 2) Transfers to another program
 - 3) Meets program discharge criteria

3. Admission Criteria & Procedures for Outpatient Drug Treatment, Contractor shall perform all of the following:

- A. Develop and use criteria and procedures for the admission of beneficiaries to treatment.
 - 1) Complete a personal medical and substance abuse history for each beneficiary upon admission to treatment.
 - 2) Complete an assessment of the physical condition of the beneficiary within 30 days of the admission to treatment date. The assessment shall be completed by either a physician, registered nurse practitioner, or physician assistant authorized by state law to perform the prescribed procedures. The physical exam requirements can be met by either:
 - a) A physical examination of the beneficiary.
 - b) A review of documentation of the beneficiary's physical examination that has been completed within the last 12 months.
 - c) If the physician has not reviewed or conducted a physical exam, the provider shall document the goal of obtaining a physical exam on the initial and updated treatment plans until the goal of obtaining a physical exam has been met.

4. Treatment Plan

- A. Contractor shall ensure that the initial treatment plan meets the following requirements:
 - 1) The counselor shall complete, type or legibly print name and sign within 30 calendar days of the admission date.
 - 2) The beneficiary shall review and approve the treatment plan within 30 days. In the case that the beneficiary refuses to sign the treatment plan the provider documents the reason for the refusal to sign and a strategy to engage the beneficiary to participate
 - 3) The physician or LPHA shall review, type or legibly print name and sign within 15 calendar days of signature by the counselor.



- B. Contractor shall ensure that the treatment plan is reviewed and updated as follows:
- 1) The counselor shall review and sign the updated treatment plan no later than 90 calendar days after signing the initial treatment plan and no later than every 90 calendar days thereafter or when a change in problem identification or focus of treatment occurs, whichever comes first.
 - 2) Within 15 calendar days of signature by the counselor, the physician or LPHA shall review, approve and sign all updated treatment plans. If the physician has not prescribed medication, a psychologist licensed by the State of California Board of Psychology may sign an updated treatment plan.

5. Progress notes shall be legible and completed as follows:

- A. The counselor shall record a progress note for each beneficiary participating in an individual or group counseling session. Progress notes are individual summaries and shall include:
- 1) A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives and / or referrals.
 - 2) Information on a beneficiary's attendance including the date (month, day, year) and duration in minutes of each individual or group counseling session.

7. Continuing Services for Beneficiaries

- A. Continuing services shall be justified as follows:
- 1) No sooner than 5 months and no later than 6 months from the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the counselor shall review the progress and eligibility of the beneficiary to receive treatment services.
 - 2) If the counselor recommends that the beneficiary requires further treatment, the physician or LPHA shall determine the need to continue services based on the following:
 - a) Medical necessity of continuing treatment.
 - b) The prognosis.
 - c) The counselor's recommendation for the beneficiary to continue.
 - 3) The Contractor shall discharge the beneficiary if the physician determines there is no medical necessity to continue treatment.

8. Discharge of a beneficiary may occur on a voluntary or involuntary basis. In addition to the following requirements on an involuntary discharge, Contractor must comply with:



- A. The Discharge Summary shall include:
- 1) The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.
 - 2) The reason for discharge.
 - 3) A narrative summary of the treatment episode.
 - 4) Beneficiary's prognosis.

9. Denial of Service, Involuntary Discharge from Service, or Reduction of Service

- A. Contractor shall inform all beneficiaries of their right to a Fair Hearing related to denial, involuntary discharge, or reduction in Drug Medi-Cal substance abuse services as it relates to their eligibility or benefits.
- 1) Contractor shall advise beneficiaries in writing at least 10 days prior to the effective date of the intended action to deny, reduce or terminate services. The written notice shall include:
 - a) Statement of Action the Contractor intends to take.
 - b) Reason for intended action.
 - c) A citation of the specific regulation(s) supporting intended action.
 - d) Explanation of beneficiary's right to a Fair Hearing for the purpose of appealing intended action.
 - e) An explanation that the beneficiary may request a Fair Hearing by submitting a written request to:

California Department of Social Service
State Hearings Division
P.O. Box 944243, MS 9-17-37
Sacramento, CA 94244-2430
Telephone: 1-800-952-5253
T.D.: 1-800-952-8349

- f) An explanation that the Contractor shall continue treatment services pending a Fair Hearing decision only if the beneficiary appeals in writing to the Department of Social Services for a hearing within 10 calendar days of the mailing or personal delivery of the notice of intended action.

B. RECOVERY SERVICES

Program Overview:

Recovery services are made available to eligible beneficiaries after they complete their course of treatment. Recovery Services are designed to emphasize the client's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients. Services are available to beneficiaries whether they are triggered, have relapsed,



or as a preventative measure to prevent relapse. Recovery services may be provided by a LPHA, registered and certified substance use treatment counselor.

Recovery Services shall include:

- **Outpatient counseling services**: in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care. (Billed as "Individual Counseling" or "Group Counseling")
- **Recovery Monitoring**: Recovery coaching, monitoring via telephone and internet. (Billed as Recovery Monitoring/Substance Use Assistance)
- **Substance Abuse Assistance**: Peer-to-peer services and relapse prevention. (Billed as Recovery Monitoring/Substance Use Assistance)
- **Education and Job Skills**: Linkages to life skills, employment services, job training, and education services. (Billed as Case Management)
- **Family Support**: Linkages to childcare, parent education, child development support services, family/marriage education. (Billed as Case Management)
- **Support Groups**: Linkages to self-help and support, spiritual and faith-based support. (Billed as Case Management)
- **Ancillary Services**: Linkages to housing assistance, transportation, case management, individual services coordination. (Billed as Case Management)

Additionally, the Contractor shall:

1. Provide Recovery Services to beneficiaries as medically necessary.
2. Provide beneficiaries with access to recovery services after completing their course of treatment.
3. Provide recovery services either face-to-face, by telephone, or by telehealth, and in any appropriate setting in the community with the beneficiary.

Requirements

A recovery services plan is required for all clients in recovery services. It is due within 30 days of day of admission to Recovery Services.

Services should be provided in the context of an individualized client plan that includes specific goals. This may include the plan for ongoing recovery and relapse prevention that was developed during discharge planning when treatment was completed.

Services provided by peers will be allowed after the County submitted a SUD Peer Support Training Plan to DHCS and received approval.



C. INTERIM SERVICES AND GAPS IN ELIGIBILITY

Contractor to provide interim outpatient substance use services to eligible participants when a waitlist prevents regular admission activities within 14 days. Interim groups and counseling can be provided for a maximum of 30 days. These services must be authorized in advance by the county and the county shall be provided a timeline for when these participants may be admitted to the program

Contractor to provide medically necessary outpatient substance use services and/or intensive outpatient services to eligible beneficiaries when there are gaps in coverage, for example, would a beneficiary experience a gap in eligibility while his or her initial DMC is pending authorization or when a beneficiary moves from another DMC ODS County and his or her pending.

D. RECOVERY RESIDENCES:

An additional element in Common Goals' system of care that supports participants discharge planning is the availability of Recovery residences services. Contractor will provide Recovery residences for participants authorized by the county. Contractor maintains two transitional homes for men and one for women. Participants in residential treatment often access this resource as a lower level of care that still provides an affordable clean and sober supported living environment, free from any illicit drug and non-prescribed medication, while individuals rebuild their own housing and employment resources.

Through grant funding from the Department of Health Care Services (DHCS) Expanding Medication Assisted Treatment (MAT) in County Criminal Justice Settings, Contractor will master lease and operate one additional Recovery Residence to accommodate a minimum of six (6) participants. Contractor operates Recovery Residences in accordance with all applicable zoning. This award may be used for associated start-up costs including deposits, furnishings, appliances, etc... MAT funding can also be used for ongoing room and board for authorized participants as well as Substance Abuse Block Grant funding.

Individuals are required to participate in ongoing outpatient treatment or recovery services while they live in the recovery residences program, to remain clean and sober, illicit drug free, and are expected to be active in developing the assets for self-sufficiency such as job skills, continued education, receiving medical attention for chronic issues, and attaining permanent and safe housing. In addition to maintaining abstinence from drugs and alcohol, the explicit goal of transitional living is for individuals to use the time to build a solid foundation for self-sufficiency.

Contractor will not automatically discharge a participant who has tested positive on a urine analysis unless it is determined that they are an imminent risk to themselves or other clients. Instead, the beneficiary will receive an individual counseling session, to determine what triggered the use and may be re-assessed to a different level of care when

appropriate with a concurrent adjustment to the treatment plan. A face-to-face meeting with the county case manager and/or probation officer (if applicable) is recommended as well.

All participants that will be funded for recovery residences with County funds must have prior written authorization from Nevada County Behavioral Health Department. In order to support goal of self-sufficiency, the County will use a level system for authorizing participants. In Level 1, the county will pay 100% room and board costs. In Level II, the county will fund 50% of the room and board cost such that the participant is now responsible for 50%. In Level III, the County will fund 25% of the cost. The authorization will specify the level of funding and the number of days. Participants are limited to 24 months of continuous funding and must continue to meet medical necessity requirement for outpatient treatment or Recovery Services. Contractor shall not be reimbursed by County for housing unless a written authorization is on file. Contractor will submit a request for re-authorization in writing to the County Department which funds the client's housing no later than five (5) business days prior to expiration date of the current authorization period.

Contractor will follow the Recovery Residences Guidelines established by the County and comply with SABG inspection requirements.

Substance Use Disorder Counselor to be co-located at the Wayne Brown Correctional Facility

Contractor will provide staffing of a 1.0 FTE Substance Use Disorder (SUD) Counselor who will provide jail-based services and linkages to individuals with substance use disorders who are incarcerated. Services and care coordination will help build an infrastructure such that individuals released from Wayne Brown will be connected to needed treatment for opioid use disorders, including Medication Assisted Treatment (MAT) when appropriate. The SUD Counselor will need to complete any clearances deemed necessary by the Nevada County Sheriff's Office to provide services in the jail. Services provided by the SUD Counselor may include, but are not limited to:

- Substance use disorder counseling and education in jail;
- ASAM brief screen and intake;
- Education and linkage to Medication Assisted Treatment Program;
- Individual and group counseling;
- Linkage to community based treatment programs according to the appropriate ASAM level of care;
- Linkage to Recovery Residences or other clean and sober living situation;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure beneficiary access to services;
- Monitor beneficiary progress;
- Patient advocacy, linkages to physical health care, mental health care and other needed services including coordination of MAT maintenance in jail where appropriate;
- Coordination of SUD data collection and SUD screening tools and processes with jail staff and jail medical staff;



- Transportation of clients as needed;
- Education and distribution of Naloxone

Contractor's Responsibilities:

1. Contractor shall maintain at all times a trained, skilled staff in adherence with all state licensing/certification requirements to provide Drug/Alcohol services, which understands and maintains confidentiality of participants and records. Anonymity of participants is maintained by staff. In-service training shall be provided at least monthly for staff in order to maintain a well-trained staff. Contractor shall maintain qualified staff.
2. Contractor shall maintain certification by the State Department of Health Care Services to provide services to Nevada County's Medi-Cal Beneficiaries. These services shall be provided in accordance to Title 22 - Drug/Medi-Cal Section 513241.1 through 51516.1, Code of Regulations for Drug Medi-Cal Substance Abuse Services.
3. Contractor shall ensure all records and documentation meets Medi-Cal standards. Contractor shall comply with findings and recommendations of any audits; certification process and / or state reviews.
4. Contractor agrees to inform County of the progress being made by those persons receiving services under the terms of this Agreement as outlined in Outcome Measures and make ready copies of records as requested by the County.
5. Contractor shall report all significant events such as positive drug test(s), changes in medication or pending client discharge to the County Contact.
6. Contractor will inform the County Contact of any significant changes in programs such as length or groups per week.
7. California Outcomes Measurement System (CalOMS)
Contractor agrees to cooperate with the County for the collection of data for the CalOMS, a statewide client-based data compilation and outcomes measurement system, as related to services rendered under this Agreement or as may be needed for completion of state report(s). Contractor shall collect and report data for the CalOMS, pursuant to state regulations and county protocols. This includes the ASAM criteria determined Level of Care (LOC) data collected when opening or closing a client to a LOC.

CalOMS forms must be submitted within two (2) weeks of opening the participant to the facility. When a participant has completed treatment with the Contractor, CalOMS closing will be completed and sent to Behavioral Health within two weeks.



All new Contractor staff involved in completing and/or submitting CalOMS forms to County will complete a six (6) hour web based training and present a Certificate of Completion to County AOD (Alcohol and Other Drugs) Program Manager or Designee for the CalOMS web-based training prior to completing and/or submitting CalOMS forms to County.

8. Outcome Measures and Reports:

In addition to the regular CalOMS data submission, a Quarterly Report will be submitted to the County AOD Administrator. Quarterly reports are based on the fiscal year and are due by the last day of the month in October, January, April and July.

Contractor shall submit weekly written reports to the Quality Assurance Manager or designee by 12:00 p.m. every Friday and report on

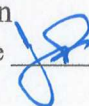
- a) Timeliness of access to services data (Timeliness Data Spreadsheet—including Youth Data)
- b) ASAM screening data for request for services contacts
- c) Youth ASAM for youth treatment
- c) Follow-up ASAM criteria data and follow up Youth ASAM data

Contractor shall submit quarterly reports on;

- a) Number of Drug Medi-Cal beneficiaries participating in out-patient treatment
- b) Number of participants in:
 - i. PC1000
 - ii. Teen Intervention Program (TIP)
 - iii. CWS authorized
 - iv. Probation authorized
 - v. Length of stay for said individuals enrolled in program.
 - vi. Average length of stay of program participants.
 - vii. Number of unplanned exits (Usually drinking, using drugs, or non-compliant).
 - viii. Number of participants that stay until they assess to move to step down services.
 - ix. Number of successful graduations; at least 80% of clients will show successful completion or satisfactory progress on treatment goals; only clients who have engaged in treatment services for at minimum 10 days from day of episode opening will be included in this measure
 - x. At least 80% of clients will be linked to at least a preliminary primary care medical and dental appointment if they have not had one within a year. In the latter case Contractor will confirm and document that they are under the care of a doctor and/or dentist
 - xi. The ancillary services provided to the participants.

c) Quality Assurance activities:

- i. Total number of charts reviewed within 30 days of admin
- ii. Total number of charts reviewed within 90 days of admin



- iii. Percentage of records reviewed meeting medical necessity criteria
 - iv. Percentage of assessments in charts reviewed with appropriate staff signature and ASAM LOC
 - v. Percentage of client plans completed on time with all required signatures
 - vi. Percentage of progress notes reviewed that had all required elements
- d) Groups:
- i. Total number of groups facilitated
 - ii. Total number of group progress notes reviewed with corresponding sign-in sheets as verification of attendance (including both printed and signed name of the client and staff)
 - iii. Percentage of group notes that met attendance documentation requirements
- e) Staff Trainings:
- i. Submit titles of trainings, training dates, and the number of staff in attendance
 - ii. A brief description of the training
 - iii. Specific trainings on culturally specific and supported practices
 - iv. Specific trainings on recovery model, evidence-based practices, and family engagement efforts

9. Drug and Alcohol Treatment Access Report (DATAR)

Treatment providers that receive state or federal funding through the County must send the Drug and Alcohol Treatment Access Report (DATAR) information to the State Department of Health Care Services each month. This has information on the program's capacity to provide different types of AOD treatment to participants and how much of the capacity was utilized that month. If the provider has a waiting list for publicly-funded AOD treatment services, DATAR includes summary information about the people on the waiting list. Contractor agrees to comply with this requirement.

10. Contractor agrees to report all significant events pertaining to Behavioral Health or Alternative Treatment Court participants such as positive drug test(s) or pending participant discharge to County's Behavioral Health Alcohol/Drug Therapist. Contractor shall inform Alcohol and Drug Administrator of any changes in programs such as length or groups per week.

11. Contractor shall ensure the confidentiality of participants and their records, including but not limited to substance abuse treatment records, medical records, and behavioral health records, in accordance with federal and state law. Further, Contractor shall comply with the provisions of HIPAA and the HiTECH Act, as more fully set forth in Exhibit D, which is attached hereto and incorporate herein by reference.

Direction and Supervision:

Contractor shall maintain communication and coordination with the Director of the Department of Behavioral Health (hereinafter referred to as "Director") and/or his/her



designee and meet with the Director and/or his/her designee as needed regarding alcohol/drug treatment services or for any problem solving sessions as needed.

Eligibility:

Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, age, ancestry, medical condition, marital status, gender, sexual orientation, HIV status or condition of eligibility and Contractor shall comply with all fair employment practice requirements of Federal and State laws and Nevada County ordinances.

Locations:

Contractor shall provide services at the following locations:
256 Buena Vista Street, Suite 100
Grass Valley, CA 95945

Said facilities and programs are in full compliance with all applicable county, state, federal laws, ordinances, rules and regulations and will remain in full compliance during the term this contract is in effect.

Drug Testing:

Contractor shall provide Drug Testing Services. Drug testing for participants is done in collaboration with the Courts, Probation, and Behavioral Health. Participants in treatment shall be given an entrance drug screen to determine either the absences of substances or a baseline of current substances used.

The base line drugs to be tested for are:

- THC;
- Amphetamines and Methamphetamines;
- Cocaine;
- Opiates,
- Metabolites of Alcohol (ETOH), (ETG).

\$5 per additional substance tested for or substituted for one 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

Participants who have tested positive for any of the above-listed substances will be re-tested within a two (2) week period.

All testing would include online access to testing results (if County requests), positive notification, clinical intervention with all positives (and documented), reporting as reasonably expected to courts and participant case manager, and expert witness testimony in the event of court disputed results.

Tuberculosis (TB):



Contractor shall ensure the following related to tuberculosis (TB)

- 1) Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
- 2) Reduce barriers to participants' accepting TB treatment'; and
- 3) Develop strategies to improve follow-up monitoring, particularly after participants leave treatment, by disseminating information through educational bulletins and technical assistance. (per state contract)
- 4)

D. ELECTRONIC HEALTH RECORD TRAINING:

Contractor shall make available applicable staff whom shall attend trainings provided by the County for Contractor implementation of Cerner Behavioral Health solution. The department's Electronic Health Record System.

CERNER BEHAVIORAL HEALTH SOLUTION:

As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement and will be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

DRUG MEDICAL ORGANIZED DELIVERY SYSTEM:

I. TIMELINESS

Contractor will track Timely access data, including date of initial contact, date of first offered appointment and date of scheduled assessment.

Performance Standard:

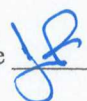
- a. First face-to-face appointment shall occur no later than 10 business days of initial contact.
- b. Timely access data will be submitted to the Quality Assurance Manager or designee weekly by 12:00 p.m. every Friday.

II. TREATMENT PERCEPTION SURVEY

Contractor shall participate in the annual Treatment Perception Survey (TPS) as directed by County and DHCS.

- a. At least 75% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5 out of 5.0) with the location and time of services

II. TRANSITION BETWEEN LEVELS OF CARE



Appropriate Case managers/clinicians from both the discharging and admitting provider agencies shall be responsible to facilitate the transition between levels of care, including assisting in scheduling an intake appointment, ensuring a minimal delay between discharge and admission at the next level of care, providing transportation as needed, and documenting all information in the client's medical record.

Performance Standard:

- a. Transitions between levels of care shall occur within five (5) and no later than 10 business days from the time of re-assessment indicating the need for a different level of care.

III. CULTURALLY COMPETENT SERVICES

Contractors are responsible to provide culturally competent services. Contractors must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation and oral interpreter services must be available for beneficiaries, as needed and at no cost to the beneficiary.

Performance Standard:

- a. 100% of beneficiaries that speak a threshold language are provided services in their preferred language.
- b. At least 80% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5+ out of 5.0) with cultural sensitivity of services

IV. DELIVERY OF INDIVIDUALIZED AND QUALITY CARE

- a. Beneficiary Satisfaction: DMC-ODS Providers (serving adults 18+) shall participate in the annual statewide Treatment Perceptions Survey (administration period to be determined by DHCS). Upon review of Provider-specific results, Contractor shall select a minimum of one quality improvement initiative to implement annually.
- b. Evidence-Based Practices (EBPs): Contractors will implement—and assess fidelity to—at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.
- c. ASAM Level of Care: All beneficiaries participate in an assessment using ASAM dimensions. The assessed and actual level of care (and justification if the levels differ) shall be recorded in the client's medical record. All ASAM LOC data, including Brief Screening, will be submitted to the county weekly.

Performance Standards:

1. At least 80% of beneficiaries will report an overall satisfaction score of at least 3.5 or higher on the Treatment Perceptions Survey
2. At least 80% of beneficiaries completing the Treatment Perceptions Survey reported that they were involved in choosing their own treatment goals (overall score of 3.5+ out of 5.0)
3. Contractor will implement with fidelity at least two approved EBPs
4. 100% of beneficiaries participated in an assessment using ASAM dimensions and are provided with a recommendation regarding ASAM level of care



5. At least 70% of beneficiaries admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment
6. At least 80% of beneficiaries are re-assessed within 90 days of the initial assessment

V. BENEFICIARY INFORMING MATERIALS

- a. Contractor shall make available at initial contact and shall notify beneficiaries of their right to request and obtain at least once a year and thereafter upon request, the following materials: DMC-ODS Beneficiary Booklet and Provider Directory.
- b. Contractor shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The County will produce required beneficiary informing materials in English and Spanish. Contractor shall request materials from the County, as needed. Refer to 42 CFR 438.10(g)(2)(xi) for additional information about the grievance and appeal system.
- c. Notice of Adverse Benefit Determination (NOABD)

Contractor shall have written procedures to ensure compliance with the following:

- Contractor shall immediately notify the County in writing of any actions that may require a NOABD be issued, including, but not limited to:
 - 1) not meeting timely access standards
 - 2) not meeting medical necessity for any substance use disorder treatment services
 - 3) terminating or reducing authorized covered services.

VI. TRAINING

Applicable staff are required to participate in the following training:

- a. Drug Medi-Cal Organized Delivery system overview and documentation training (At least annually)
- b. Information Privacy and Security (At least annually)
- c. ASAM E-modules 1 and 2
All direct treatment staff will complete the ASAM E-modules 1 and 2 upon hire and prior to delivering services. All service providers using the ASAM criteria to determine Level of Care will complete an annual refresher.
- d. Cultural Competency (At least annually)
- e. All LPHA staff is required to complete a minimum of five (5) hours of continuing education related to addiction medicine each year.
- f. All direct treatment staff will attend at least two of the following Evidence-Based Practices (EBPs) each year:
 - i. Motivational Interviewing
 - ii. Relapse Prevention
 - iii. Trauma Focused Care
 - iv. Seeking Safety
 - v. Cognitive Behavioral Therapy



vi. Matrix Model

The Parties hereby acknowledge and agree that in the event of changes to the Drug Medi-Cal Organized Delivery System which County determines will constitute a material change to rights and obligations set forth in this Agreement, the County has, at its option, the right to re-open and renegotiate this Agreement upon thirty (30) days written notice to Contractor.

Additional Contractor Responsibilities:

Contractor agrees to abide by the provisions of Attachment 1 hereto attached and incorporated herein as required of “contractors” and “subcontractors” under the current State Department of Health Care Services (DHCS) Standard Agreement by and between DHCS and the County.

Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the County. Payment of invoices can be held until contractor is in compliance with reporting requirements. County shall not be responsible for reimbursement of invoices submitted by contractor that do not have proper authorizations in place.

ADDITIONAL SERVICES PROVIDED TO PARTICIPANTS REFERRED THROUGH THE NEVADA COUNTY PROBATION DEPARTMENT:

- 1) Exit Services - Contractor shall facilitate exit planning strategies for participants in collaboration with the Probation Department. Contractor shall transport participants to Probation/Social Services/CalWORKs/One Stop Career Center/Treatment Facility/Residence upon participant’s release from WBCF. Contractor shall inspect the living conditions and report to the Probation Department.
- 2) Risk Needs Responsivity - Contractor shall participate in Risk Needs Responsivity practices as determined by County.
- 3) Marriage & Family Therapy – 1 hour sessions
- 5) Anger Management Assessment (Written) – conducted by face-to-face interview and administration of the following assessment instruments:
 - A 105 question Anger Management Map developed by Oakwood Solutions to determine stress levels, aggression, assertiveness, deference, empathy and personal change orientation.

Written assessment shall include recommendations for duration of treatment



(3 month, 6 month, or 12 month).

Duration of face-to-face interview and assessment administration will be approximately 1 hour.

- 6) Anger Management Treatment (Adult Men, Adult Women)
Primary curriculum - Anderson & Anderson, Gaining Control of Ourselves;
Oakwood Solutions - The Anger Management Program and;
“Anger Management for Substance Abuse and Mental Health Clients” made
available through SAMHSA.

Treatment will be offered in 3 month, 6 month, and 12 month programs.

Anger Management Program is to be conducted by a certified Anger Management Facilitator. Program is presented on a rotating basis allowing client to enter at any time.

Documentation for Probation Referred Clients:

Contractor shall provide monthly documentation supporting all expenses billed for services provided to Nevada County Probation Department. Documentation shall include client names, services and dates of service provided by Contractor.

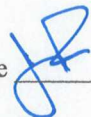


EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMON GOALS, INC.

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)

Intensive Outpatient Treatment (IOT)	\$ 1.74 (\$26.14 per 15 minutes)
Recovery and Case Management Services	\$ 1.27 (\$19.11 per 15 minutes)
Physician Consultation	\$ 5.13 (\$77.02 per 15 minutes)

B) 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 shall provide Contractor with the amount of denials received for prior months' services, as identified on documents received from the State. Contractor shall make adjustment for denials on their next submitted invoice.

Drug Testing Compensation:

The rate charged for participants under this Agreement shall be per \$20 per test. Each standard test shall 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 \$15,000.

Interim Services and Gaps in Eligibility:

To be reimbursed at the above mentioned reimbursement rates for Drug Medi-Cal Substance Abuse Program Services, not to exceed \$30,000.

Recovery Residences Services:

Contractor shall be reimbursed at the rate of \$27.87 per day or \$850.00 per month which include room and board and all utilities.

Probation Referred Participants \$80,000:

Assessment and Outpatient Treatment services provided to participants referred from County Probation Department and funded through this contract are not to exceed \$80,000. Rates for services will be the same for Probation and Behavioral Health authorized clients. See rates listed above for Outpatient Treatment programs. In addition, the services and rates listed below apply to Probation authorized clients only:

Substance Abuse Assessment Only (Written)		\$ 250
Concerned Party Interview (as part of assessment)	Add	\$ 30
Therapy (Marriage & Family Therapist) (1 hour)		\$ 75
Anger Management Assessment (written)		\$ 120
Anger Management (Adult Men, Adult Women):		

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:

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.

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

