



# **RESOLUTION No. 17-113**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL PERSONAL SERVICES CONTRACT WITH COMMUNITY RECOVERY RESOURCES (CoRR) (RESOLUTION 15-380)**

WHEREAS, per Resolution 15-380, the Board approved the renewal Contract with Community Recovery Resources (CoRR) to provide a full range of alcohol/drug treatment and drug testing services for referred clients of Child Protective Services (CPS); and

WHEREAS, drug treatment and drug testing services are offered as part of a Court order/ and or voluntary case plan designed to keep children safely at home, and services may include substance abuse assessments, inpatient drug treatment, transitional sober living services, outpatient drug treatment programs, and testing for drug/alcohol use; and

WHEREAS, the parties desire to amend the Agreement to increase the contract maximum to match the level of utilization of services needed to match clients' needs during Fiscal Year 2016/17.

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 Personal Services Contract by and between the County and Community Recovery Resources pertaining to increasing the maximum amount from \$160,000 to \$190,000 (an increase of \$30,000) for Fiscal Year 2016/17 for a revised total contract maximum of \$350,000 for the contract term of July 1, 2015 through June 30, 2017 for the provision of a comprehensive array of alcohol/drug treatment and testing services for referred clients of Child Protective Services, be and hereby is approved, 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 in the amount of \$190,000 to be encumbered for Fiscal Year 2016/17.

Funds to be disbursed from account: 1589-50104-494-3101/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of March, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:  Deputy

  
Hank Weston, Chair

3/14/2017 cc:

DSS\*  
AC\*  
CORR

**AMENDMENT #1 TO THE CONTRACT WITH COMMUNITY RECOVERY  
RESOURCES (CoRR) (RESO 15-380)**

**THIS AMENDMENT** is dated this 1<sup>st</sup> day of February, 2017 by and between COMMUNITY RECOVERY RESOURCES (CoRR) and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Personal Services Contract executed on August 11, 2015 by Resolution No. 15-380.


**WHEREAS**, the Contractor provides a full range of alcohol/drug treatment and drug testing services for referred clients of Child Protective Services (CPS) with a two-year contract term of July 1, 2015 through June 30, 2017; and

**WHEREAS**, the parties desire to amend their agreement to: 1) increase the contract maximum for fiscal year 2016/17 from \$160,000 to \$190,000 (an increase of \$30,000) due to an unanticipated increase in services; and 2) to revise Exhibit "B", Schedule of Charges and Payments to reflect this increase in the total maximum contract price.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. This amendment shall be effective as of February 1, 2017.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$350,000
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:

By:   
Warren Daniels, Executive Director  
Community Recovery Resources  
180 Sierra College Drive  
Grass Valley, CA 95945

COUNTY OF NEVADA:

By:   
Honorable Hank Weston  
Chair of the Board of Supervisors

ATTEST:

By:   
Julie Patterson Hunter  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**COMMUNITY RECOVERY RESOURCES**

County shall reimburse Contractor for services as described in Exhibit "A". The maximum compensation to Contractor for satisfactorily performing services under this Agreement shall not exceed \$350,000 for the entire contract term of July 1, 2015 through June 30, 2017. The contract amount shall not exceed \$160,000 for Fiscal Year 2015/16; and \$190,000 for Fiscal Year 2016/17. The maximum obligation of this Contract is contingent and dependent upon final approval of the State budget and the County's receipt of anticipated allocations to support these services for each fiscal year of services covered under this Agreement. Monthly invoicing for payment under this Agreement shall be based on funding of last resort. All other sources of funding shall be pursued prior to submission of invoices to the County.

Contractor shall be responsible for UMDAP (Uniform Method for Determining Ability to Pay) for assessing clients' ability to pay for services, and for subsequent collection of clients' fees. Clients' co-payment fees will be deducted from monthly invoice to County for services.

For Mothers' in Recovery (MIR) Perinatal Services, Contractor shall bill the County's Behavioral Health Contract prior to submission of invoice under this contract.

The following fees for services will be applicable:

- **Outpatient:** \$66.53 for one-on-one individual sessions; \$27.04 group
- **Perinatal:** (MIR) \$96.66 for one-on-one individual sessions; \$74.14 DCR Group; \$55.95 ODF Group
- **Residential:** \$80 per night, with an additional \$30 for the 1st child, & \$20 for the 2<sup>nd</sup> child.
- **Detoxification:** \$80 per night
- **Transitional/Supportive Housing:** \$600 per month (\$19.73 daily)
- **Assessments:** \$125
- **Ancillary Services:** Vary; as charged to public. Typical fees are:
- **Smoking Cessation Classes:** \$100 class fee due at time of enrollment; Sliding scale available; free for current clients
- **Lifeskills & Literacy:** Sliding fee scale.
- **DUI:** State established fees \$250 to \$1700 depending on required program

**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.

- Contractor shall submit monthly billings to County for State Medi-Cal billing purposes on disk format by the 5<sup>th</sup> working day of each month for all Medi-Cal services provided in the prior month for County to submit to State.

- Contractor shall submit monthly invoice for all Medi-Cal services provided identifying total number of individual sessions and total cost and total group sessions and total cost which shall match the State Medi-Cal and State match.

**Reimbursement Rates for Drug Medi-Cal Substance Abuse Program Services:**

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 Contract’s allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
3. The County Maximum Rate (CMR), defined as the statewide maximum allowances (SMAs) for Fiscal Year 2015/16 and 2016/17 minus allowable County Administrative costs. If the SMAs for fiscal year 2015/16 and 2016/17 are changed and County is notified of these changes the County shall pay the adjusted CMR. The current CMRs are:

Service Function	Regular DMC		
	SMA	8%	CMR
Outpatient Drug Free (ODF) Individual Counseling	72.31	(5.78)	66.53
ODF Group Counseling	29.39	(2.35)	27.04

Service Function	Perinatal DMC		
	SMA	8%	CMR
Outpatient Drug Free (ODF) Individual Counseling	103.52	(8.28)	95.24
ODF Group Counseling	62.24	(4.98)	57.26

The CMR for counseling sessions for outpatient drug free services shall be prorated as follows:

1. The CMR 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 CMR to determine the maximum reimbursement rate.

Example: Total Session Time (50 minutes x Number of Sessions) x CMR = Prorated CMR

2. The CMR 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 CMR per person to determine the maximum reimbursement rate.

Example: Total Session Time (90 minutes x Number of Sessions) x CMR = Prorated CMR



3. To qualify as a group counseling session there shall be at least one (1) Medi-Cal beneficiary in a group of no less than four (4) and no more than ten (10) individuals.

### **Drug Testing Costs:**

1. All four panel drug tests (THC, Amphetamines, Cocaine and Morphine) will be performed for a cost of \$20.00 per test. SAMHSA cut off levels will be adhered to unless a customized request is received in writing from the CPS Unit. All tests include 2 additional panels of Specific Gravity and Creatinine to detect adulteration.
2. The addition of another drug panel to the test or the removal of one of the four drugs "normally" tested for will be done for a cost of \$10 for each occurrence.
3. ETG (80hr) Alcohol test provided for a cost of \$20 each.
4. BAC (Breath Alcohol Concentration) testing (with print-out) performed by a Certified Technician for recent alcohol consumption (24hrs) provided for a cost of \$15 each.

Contractor shall submit itemized monthly billing which identifies client, test performance, date of test, and cost of test.

### **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/costs claimed by the 20<sup>th</sup> 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 either removing the questioned cost or delaying the entire claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

All billing/invoices should be sent to:

Nevada County Department of Social Services  
Attn: Fiscal Unit  
P.O. Box 1210  
Nevada City, California 95949-1210

### **BILLING PROCESS EXCEPTION**

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.