RESOLUTION No. 24-595

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL CONTRACT WITH COMMON PURPOSE FOR THE PROVISION OF OUTPATIENT, INTENSIVE OUTPATIENT, RECOVERY RESIDENCE, AND CONTINGENCY MANAGEMENT SERVICES FOR THE TREATMENT OF SUBSTANCE USE DISORDERS FOR DRUG MEDI-CAL MEMBERS, TO INCREASE THE MAXIMUM CONTRACT PRICE FROM $2,268,439 TO $3,557,598 (AN INCREASE OF $1,289,159), REVISE EXHIBIT "A", SCHEDULE OF SERVICES TO REFLECT THE ADDITION OF RESIDENTIAL AND WITHDRAWAL MANAGEMENT SERVICES AT BOST HOUSE, AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE IN THE MAXIMUM AMOUNT OF $3,557,598 FOR FISCAL YEAR 2024/25 (RES. 24-361)

WHEREAS, On July 9, 2024, per Resolution 24-361 the Nevada County Board of Supervisors approved execution of the Professional Services Contract with Common Purpose for education and treatment services to persons affected by Substance Use Disorders; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from $2,268,439 to $3,557,598 (an increase of $1,289,159), revise Exhibit "A" Schedule of Services to incorporate residential and withdrawal management services and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price; and

WHEREAS, this amendment expands Nevada County's SUD treatment network to more adequately serve the needs of our members by adding residential and withdrawal management levels of care.

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 Professional Services Contract by and between County and Common Purpose pertaining to the provision of outpatient, intensive outpatient, recovery residence, contingency management, residential, and withdrawal management rehabilitative treatment services for the recovery and treatment of substance use disorders for the contract term of July 1, 2024 through July 1, 2025, in the maximum amount of $3,557,598 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 to be disbursed from account: 1589-40105-493-7831/521520; 1589-40105-493-7831/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of November 2024, by the following vote of said Board:

Ayes:	Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, and Susan Hoek.
Noes:	None.
Absent:	Hardy Bullock.
Abstain:	None.
Recuse:	None.

ATTEST:

TINE MATHIASEN
Chief Deputy Clerk of the Board of Supervisors

By: _____

_____
Heidi Hall, Vice Chair

AMENDMENT #1 TO THE CONTRACT WITH COMMON PURPOSE (RES 24-361)

THIS AMENDMENT is executed this November 26, 2024, 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 July 9, 2024, per Resolution 24-361; and

WHEREAS, the Contractor operates outpatient, intensive outpatient, recovery residence, and contingency management services for the treatment of substance use disorders for Drug Medi-Cal members; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from $2,268,439 to $3,557,598 (an increase of $1,289,159), revise Exhibit "A" Schedule of Services to incorporate residential and withdrawal management services at the county owned Bost House and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price and rates for the additional levels of care.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of November 1, 2024.
2. That Maximum Contract Price, shall be amended to the following: $3,557,598
3. That the Schedule of Services, Exhibit "A" is amended to the revised Exhibit "A" attached hereto and incorporated herein.
4. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" 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: H.S. Bullock

Chair of the Board of Supervisors

ATTEST:

By: Trie Ll

Clerk of the Board

CONTRACTOR:
By: John C Duff III
John C Duff III (Dec 19, 2024 11:49 PST)

Common Purpose
John C Duff III
256 Buena Vista Street, Suite 100
Grass Valley, CA 95945

EXHIBIT A
SCHEDULE OF SERVICES
COMMON PURPOSE

Common Purpose, 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 substance use disorders 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).

- Outpatient Services (Exhibit A-1)
- Residential Treatment ASAM Level 3.1 and 3.5, Withdrawal Management ASAM Level 3.2 Programs (Exhibit A-2)
- Maintenance and Repairs- Bost House (Exhibit A-3)
- Recovery Services (Exhibit A-4)
- Recovery Incentives Program (Exhibit A-5)
- Recovery Residences (Exhibit A-6)

1) Contractor Responsibilities
    a. Program Statement
        i. Common Purpose provides education and treatment services to persons affected by substance use disorders. The treatment programs provided by Common Purpose 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.
    b. Diversity, Equity, Inclusion
        i. Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.
        ii. We encourage our contractors to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractors will be expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractors should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Please dialog with contract manager about proposed metrics to track.
        iii. Services should be designed to meet clients' diverse needs. Contractors will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

SUB-EXHIBIT A-1
OUTPATIENT SERVICES
COMMON PURPOSE

1) Program Overview
The purpose of assessing a participant is to determine an appropriate current Diagnostic and Statistical Manual of Mental Disorders (DSM) 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 an appropriate level of individual counseling. ASAM data shall be recorded in the client's Electronic Health Record (EHR) 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 Substance Use Disorder (SUD). The adolescent individual shall also meet the ASAM adolescent criteria.
2) Contractor Responsibilities
    a. Outpatient Treatment Services (ASAM Level 1)
        i. Counseling services provided to members (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 problem list (or care coordination when applicable). ASAM level 1 Youth treatment services will be provided following the current Youth Treatment Guidelines issued by the Department of Health Care Services (DHCS).
    b. Intensive Outpatient Treatment (IOT) (ASAM Level 2.1)
        i. 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 client problem list (or care coordination when applicable).
    c. Services Offered
        i. Services consist of intake, individual and/or group counseling, patient education, family therapy, medication services, collateral services, crisis intervention, care coordination, 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).
        ii. For group counseling in ODF and IOT, one or more therapists/Counselor(s) treat two or more clients at the same time with a maximum of 12 clients 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).
        iii. Individual counseling and care coordination services may be provided in person, via telehealth or via telephone. Group counseling service may be provided in person or via telehealth.
    d. Outpatient and Intensive Outpatient Program Treatment Services shall include but not be limited to the following:
        i. Substance abuse counseling and education

ii. Individual, group, and family counseling
iii. Sexual and physical abuse counseling that is trauma informed
iv. Education on HIV/AIDS transmission and access to testing
v. Education on Tuberculosis (TB) and Hepatitis C and access to testing
vi. Coordination of ancillary services (i.e. assistance in accessing and completing dental services, social services, community services, educational/vocational training) and referral to pertinent community services according to client treatment/discharge plans
vii. Substance use treatment to include trauma informed approaches
viii. Sufficient care coordination to ensure that beneficiaries have access to primary medical care, primary pediatric care, gender specific substance use recovery and treatment, and other needed services.

e. Care Coordination

This is a service to assist members in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Care coordination 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 care coordination include:

i. Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of care coordination (how is determination documented?)
ii. Transition to a higher or lower level of SUD care
iii. Development and periodic revision of a client problem list
iv. Communication, coordination, referral, and related activities
v. Monitoring service delivery to ensure beneficiary access to service and the service delivery system
vi. Monitoring the beneficiary's progress
vii. Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services

f. Continuing Services for Members

On a continual or as clinically appropriate basis, a counselor shall review the process and LOC of the member to ensure appropriate placement and services.

c. Deliverables

i. Drug Medi-Cal Organized Delivery System:
TIMELINESS and ASAM data (for Youth and Adult Services) Contractor will track timely access data, including date of initial contact, date of first offered appointment and date of scheduled assessment.

1. Performance Standard:
   a. First face-to-face, telephone, or telehealth appointment shall occur no later than 10 business days of initial contact.
   b. First face-to-face (including telehealth) Medication Assisted Treatment appointment for beneficiaries with alcohol or opioid disorders shall occur no later than 5 business days.
   c. ASAM Level of Care data for initial full assessments and follow up assessment; record ASAM level of care data in SmartCare. The Adolescent ASAM screening tool should be used for adolescents.
   d. No shows for assessment appointments shall be collected and reported.
   e. No show data for ongoing treatment appointments, including individual and group counselling, shall be included in the quarterly report.

ii. Treatment Perception Survey

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

1. Unless otherwise directed by performance standards, at least 75% of beneficiaries completing the Treatment Perceptions Survey will report being satisfied (3.5 out of 5.0) with the location and time of services.
2. Performance Standards:
   a. At least 80% of members will report an overall satisfaction score of at least 3.5 or higher on the Treatment Perceptions Survey.
   b. At least 80% of members completing the Treatment Perceptions Survey will report that they were involved in choosing their own treatment goals (overall score of 3.5+ out of 5.0).
   c. Contractor will implement with fidelity at least two approved EBPs.
   d. 100% of members will participate in an assessment using ASAM dimensions and will be provided with a recommendation regarding ASAM level of care.
   e. At least 70% of members admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment.
   f. At least 80% of members are reassessed within 90 days of the initial assessment.

iii. Delivery of Individualized and Quality Care

1. Member 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.
2. 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 Psychoeducation.
3. ASAM Level of Care (LOC): 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 EHR. All ASAM LOC assessments that were performed when opening or closing a client to a LOC will be documented in Streamline along with the CalOMS opening and closings.
4. Performance Standards:
   a. At least 80% of member will report an overall satisfaction score of at least 3.5 or higher on the Treatment Perceptions Survey.
   b. At least 80% of members 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).
   c. Contractor will implement with fidelity at least two approved EBPs.
   d. 100% of members participated in an assessment using ASAM dimensions and are provided with a recommendation regarding ASAM level of care.
   e. At least 70% of members admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment.
   f. At least 80% of members are reassessed within 90 days of the initial assessment.

d. Quarterly Reports

The Quarterly Report, based on the Fiscal Year, are due October 31st for 1st quarter, January 31st for 2nd quarter, May 31st for 3rd quarter and August 30th for 4th quarter. Send quarterly reports to the Program Manager and the Quality Assurance Manager. Quarterly Reports shall include the following information:

i. Average length of stay of program participants for each program (ASAM Level 1 average length of stay, ASAM Level 2.1, ASAM Level 3.1, 3.2, 3.5, Recovery Services and Recovery Residences.
ii. No show data for treatment appointments to including individual counseling and group counseling to reporting as a percentage per month; ideally the Contractor will have the ability to review no show data at the staff, client, and program level to utilize for system improvement activities.
iii. Percentage of unplanned exits for each level of care.
iv. Number of successful "graduations" for each level of care; 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
v. # of clients that are linked to a primary medical care appointment and dental appointment and location of primary care. At least 80% of clients will be linked to at least an initial 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
vi. # of clients with Alcohol Use Disorder as a primary diagnosis linked to MAT
vii. # of clients with Opioid Use Disorder as a primary diagnosis linked to MAT
viii. # of Ancillary Services provided to participants
ix. Number of Youth enrolled in outpatient services

e. Quarterly Quality Assurance Activities Report

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
vii. Groups:
viii. Total number of groups facilitated
ix. Total number of group progress notes reviewed with corresponding sign-in sheets as verification of attendance
x. Percentage of group notes that met attendance documentation requirements

f. Staff

i. Contractor Medical Director must meet the following requirements:
    1. Enrolled with DHCS under applicable state regulations.
    2. Screened as a "limited" categorical risk within a year prior to serving as a Medical Director.
    3. Signed a Medicaid provider agreement with DHCS.
ii. 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.

g. 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 Contract.

h. Interim Services and Gaps in Eligibility
   i. 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 has a high share of cost.
   ii. Gap Services must be pre-approved by the county and the Contractor must provide documentation that an inter-county transfer or Medi-Cal application has been submitted.

i. Contractor agrees to abide by the provisions of Attachment 1 hereto attached and incorporated herein as required of "contractors" and "subcontractors" under the State Department of Health Care Services (DHCS) Standard Agreement Number 14-90076 by and between DHCS and the County.

j. Administrative
   i. Treatment providers that receive state or federal funding through the County must send DATAR information to the Department of Health Care Services (DHCS) each month. This has information on the program's capacity to provide different types of AOD treatment to clients 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.

      Contractor shall also cooperate with County Behavioral Health Department and County Probation Department for collection of any other data of informational reports as may be needed pertaining to services rendered under this Agreement.

SUB-EXHIBIT A-2
RESIDENTIAL AND WITHDRAWAL MANAGEMENT PROGRAM
COMMON PURPOSE

1) Program Overview
    a. Residential and Withdrawal Management Program
        i. RESIDENTIAL LEVEL 3.1– Clinically Managed Low Intensity
        Provides 24-hour structure with available trained personnel and at least 5 hours of clinical service per week of low-intensity treatment of substance use related disorders and preparation for outpatient treatment. Treatment is characterized by services such as individual, group, and family counseling and psychoeducation. These services facilitate the application of recovery skills, relapse prevention, and emotional coping strategies.
        ii. RESIDENTIAL LEVEL 3.5– Clinically Managed High-Intensity
        Provides 24-hour care with trained counselors to stabilize multidimensional imminent danger and preparation for outpatient treatment. Services include at least 20 hours of clinical service per week designed to assist clients whose addiction is so out of control that they need a 24-hour high intensity, supportive treatment environment.
        iii. WITHDRAWAL MANAGEMENT LEVEL 3.2- Clinically Managed Residential Withdrawal Management, sometimes referred to as "social setting detoxification."
2) Residential and Withdrawal Management Program Location
    a. Common Purpose operates a licensed facility for residential treatment and withdrawal management services:
        i. Bost House is located at 145 Bost Avenue, Nevada City, CA 95959.
        ii. Bost House is a residential and withdrawal management program for all genders over 18 years old, with the capacity to serve 27 individuals.
        iii. As a new program, Bost House is in the process of being licensed by the Department of Alcohol and Drug Programs (ADP).
        iv. Contractor will contribute towards the maintenance and repair of the facility, as outlined in Exhibit A-3 of this contract.
        v. Contractor shall provide County with weekly census of clients receiving treatment at Bost House.
3) Residential Treatment Referral and Authorizations
    a. Clients may be referred to Contractor through an authorized County agency or may be self-referred. County will conduct initial screening to make an initial level of care determination and pre-authorize residential treatment and/or withdrawal management.
        i. Self-referred clients may be screened by Contractor for eligibility; the screening shall be sent to the county for pre-authorization and placement on the referral list.
        ii. Clients that do not meet the criteria for residential placement will be referred to an outpatient substance use treatment program or other appropriate level of care.
        iii. The client's Electronic Health Record (EHR) will contain the clinical documentation needed to support the level of care the client is receiving.
        iv. Contractor will not be required to request treatment extensions from the county but the documentation supporting the need for extended treatment shall be contained in the EHR and will be periodically reviewed by the County.
4) Residential Treatment Services Elements
    a. Intake: The process of determining that a member meets the medical necessity criteria and admitting the member into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders;

and the assessment of treatment needs to provide medically necessary services. Contractor will screen for cooccurring disorders. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment

b. Individual and Group Counseling: Contacts between a member and a therapist or counselor.
c. Patient Education: Provide research-based education on substance use disorders, treatment, recovery, and associated health risks.
d. Family Therapy: The effects of substance use disorders are far-reaching, and client's family members and loved ones are also affected by the disorder. By including family members in the treatment process, education about factors that are important to the client's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
e. Safeguarding Medications: Facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.
f. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the member, focused on the treatment needs of the member in terms of supporting the achievement of the member's goals. Significant persons are individuals that have a personal, not an official or professional, relationship with the member.
g. Crisis Intervention Services: Contact between a therapist or counselor and a member in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the members emergency.
h. Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed within ten (10) days of admittance to the program. On a continual or as clinically appropriate basis, a counselor shall review the process and LOC of the member to ensure appropriate placement and services. At a minimum the Treatment Plan will be written to address these seven (7) domains:
    i. Substance Use and/or Withdrawal Potential
    ii. Biomedical/Behavioral Conditions and Complications (physical health)
    iii. Emotional/Behavioral Conditions and Complications (mental health)
    iv. Treatment Acceptance/Resistance/Readiness to Change
    v. Relapse/Continued Use Potential
    vi. Recovery Environment (Family, Social, Educational, Vocations)
    vii. Discharge Planning (plan for reintegration into community after discharge, including permanent housing and support)
i. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment.
j. Care Coordination: Services to assist members in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Care coordination can be face-to-face or over the telephone and shall be consistent with and shall not violate confidentiality of alcohol or drug clients as set forth in 42 CFR Part 2, and California law. The components of care coordination include:
    i. Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of care coordination
    ii. Transition to a higher or lower level of SUD care
    iii. Development and periodic revision of a client plan that includes service activities
    iv. Communication, coordination, referral, and related activities

v. Monitoring service delivery to ensure member access to service and the service delivery system
vi. Monitoring the member's progress
vii. Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services

k. Clinical Consultation: Not a direct service to the member. Clinical Consultation Services include Contractor Clinical staff consulting with addiction medicine physician specialist, addiction psychiatrists or clinical pharmacists. Clinical consultation services are not with the client; rather, they are designed to assist DMC clinicians and/or 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. The contracted clinician available for consult in Nevada County is Dr. Alinea Stevens of Chapa De Indian Health.

l. Discharge Services: The process to prepare the member for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing, and human services.

m. Community Outreach and Issue Resolution at Bost House: Contractor to conduct community outreach, liaise with service groups, and resolve issues with neighbors that may arise.

5) Withdrawal Management

a. Contractor's withdrawal management services shall be in full compliance with all applicable county, state, and federal laws, ordinances, rules, and regulations, and shall remain in full compliance during the term of any contract with the County.

b. Contractor shall maintain at all times trained, skilled, paid staff on every shift that have been trained in CPR, Life Support and Withdrawal Management.

c. Withdrawal Management is considered to be a minimum of 72 hours but is not to exceed 30 days.

d. Contractor shall maintain policies and procedures that include under what conditions nursing and physician care is warranted and/or when transfers to a medically monitored facility or an acute care hospital are necessary.

e. Contractor shall maintain policies and procedures that include under what conditions a client is accepted into the residential program who receives Medication Assisted Treatment (MAT) through another provider in the community.

f. Contractor will partner with the County to develop an appropriate aftercare plan for each person referred under the terms of the contract.

g. Contractor will provide care coordination services and seek physician consultation when appropriate.

6) Contractor Responsibilities

a. Contractor shall utilize evidence-based practices (EBPs) and curricula throughout residential treatment. The practices must have efficacy as referenced in literature and be identified as a best practice at the SAMHSA website (http://www.samhsa.gov). Overviews of these practices are as follows:

i. Motivational Interviewing: A member-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem-solving or solution-focused strategies that build on past successes.

ii. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

iii. Relapse Prevention: A behavioral self-control program that teaches individuals with SUD how to anticipate and cope with the potential for relapse. Relapse

prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial SUD treatment.

iv. Trauma-Informed Treatment: Services must consider an understanding of trauma, and place priority on trauma survivors' safety, choice, and control.

v. Psychoeducation: Psychoeducational groups are designed to educate members about substance use related behaviors and consequences. Psychoeducational groups provide information designed to have a direct application to members lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist members in recovery, develop an understanding of the process of recovery, and prompt people using substances to act on their own behalf.

vi. DMC-ODS Counties shall ensure providers have implemented EBPs and are delivering the practices to fidelity.

b. Special Issues Addressed

i. Contractor's residential program shall have comprehensive policies and procedures to work with specific populations such as:

a. Women's and men's issues
b. Clients with trauma and sexual assault issues
c. Clients with co-occurring disorders
d. Clients with literacy issues

ii. County reserves the right to visit the residential program and to walk through the facility without any prior notice. County staff will be courteous and non-disruptive to the ongoing treatment program when performing this function. The County further reserves the right for county department staff to participate in any of the treatment groups with reasonable prior notification to the Contractor.

c. Relapse Prevention and Community Integration

i. Contractor's residential program prioritizes transition planning, beginning at intake to support successful reintegration. Contractor's programs include the following components:

a. Family Team Meetings: A key strategy to support successful reintegration through engaging the participant and the identified support system to collectively support the client's plan.

b. Contractor agrees to develop and implement a method in which to measure client success after completion of program. This method shall track follow-up care and participation in treatment following discharge.

c. Care Coordination: Strength-based care coordination to identify appropriate resources and plans with respect to housing, employment, education, medical services, and support clients to achieve other milestones toward greater self-sufficiency (e.g. childcare enrollment; obtaining and improving credit scores, etc.).

d. Transition Plan: A written transition plan is prepared when a person is transferred to another level of care, an aftercare program, or prepares for discharge. In addition to resources, the plan will identify the person's current progress in his/her own recovery and movement toward wellbeing; need for support systems; as well as information on medications, when applicable; referral source information; and communication on options available should symptoms recur.

e. Relapse: Contractor will not automatically discharge a member 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 member will receive an

individual counseling session, to determine what triggered the use and may be reassessed to a different level of care when appropriate with a concurrent adjustment to the treatment plan. A face-to-face meeting with the County care coordinator and/or probation officer (if applicable) is also highly recommended.

d. Discharge
    i. Contractor will report to the County the date of discharge, whether voluntary or involuntary, within one business day. Contractor can confirm successful planned discharge via email to the designated County contact but needs to call the designated contact prior to any unplanned termination, i.e. discharges that occur against staff advice or "ASA's." If it is a weekend, a voicemail message will be left with the County contact in addition to all regular discharge communications and processes.
    ii. All policies and procedures for refusal to admit an individual, or for terminating an individual from a program will be subject to County review. All terminations will be reported as soon as the decision is in process and no later than the actual termination date.

e. Statham (Fund 1144) Funded Program Services
    i. Statham funds are fines imposed for violations of the Vehicle Code, Sections 23103, 23104, 23152, or 23153. Statham funds are to be used exclusively for treatment of Alcohol Use Disorder or a Substance Use Disorder that includes Alcohol Use Disorder. Contractor agrees to provide residential treatment services for individuals referred from the County and as authorized for Statham Services under this Agreement.

SUB-EXHIBIT A-3
MAINTENANCE AND REPAIRS-LOVETT RECOVERY CENTER AT BOST HOUSE
COMMON PURPOSE

1) Program Overview
   Contractor will contribute toward the maintenance and repair of Bost House facility located at 145 Bost Avenue, Nevada City CA 95959.
   a. Contractor will not be charged rent for the use of the facility but will be required to contribute $1,800 per month towards maintenance and repair of the facility.
   b. Utilizing these funds, the County will provide the following types of facility maintenance and repairs:
      i. Parking lot, plumbing (excluding drain cleaning), heating, air conditioning and water heater, tree trimming, electrical, exterior painting, decks and stairs, and roof repair.
2) Contractor is responsible for:
   a. All utilities including telephone, internet, and cable services
   b. Drain cleaning, trash removal
   c. Cleaning floors
      i. Carpet cleaning
      ii. Vacuum carpets at least weekly of more depending on usage
      iii. Clean vinyl floors according to manufacturer instructions
   d. Snow clearing
      i. Spreading sand or salt as appropriate for safety
   e. Pest control
      i. Reasonable measures to prevent outbreaks of bedbugs and other common pests.
      ii. Contractor shall be responsible for eradicating any pest infestation should it occur.
   f. Contractor will be responsible for repair or replacement (if repair is not feasible) of the following: interior painting, sheetrock, plaster, flooring, doors, windows, door and window screens, landscaping, and décor
   g. Except for any landscaping performed by residents under staff supervision, all maintenance and repairs by the provider must be performed by licensed and insured contractors
   h. Contractor will be responsible for installation and maintenance of security cameras
   i. Contractor will be responsible for repair or replacement (if repair is not feasible) of the following items, including but not limited to:
      i. sheets, bedspreads, blankets, mattress
      ii. pillow protectors, pillows
      iii. desk chair, file cabinet, computer workstation/printer, office supplies
      iv. small appliances (toaster, microwave, coffee maker, blender, vacuum cleaner)
      v. dishes, pots, pans, utensils
      vi. hangers, towels, bathmats, interior and exterior trash cans
      vii. light bulbs, cleaning supplies, outside furniture
      viii. electronics (television, stereo, phones)
      ix. mattresses & frames, bedroom furnishings
      x. kitchen table and chairs, coffee table, living room chairs, group room chairs
      xi. major appliances (stove, refrigerator, washer and dryer)
      xii. window coverings, fire extinguishers and alarms
      xiii. light fixtures, bookshelves, décor

Furnishing Startup Funds for Bost House Facility:

Contractor shall direct purchase furnishings for the Bost House facility. This will include procurement of furnishings for but not limited to bedrooms, bathrooms, group room, kitchen, dining room, office, conference room and med room.

When making deciding on purchases for furniture, fixtures and materials, design factors such as function, infection control, ADA and life safety requirements, user needs, energy use, building codes, durability, and aesthetics will be considered as will prudent cost saving principles.

SUB-EXHIBIT A-4
RECOVERY SERVICES
COMMON PURPOSE

1) Program Overview
Recovery Services are made available to eligible beneficiaries traditionally after they complete their course of treatment or sometimes as a preventative measure to avoid relapse after a period of sobriety. 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 or registered and certified substance use treatment counselor.
2) Contractor Responsibilities
    g. Recovery Services shall include:
        i. 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")
        ii. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet. (Billed as Recovery Monitoring/Substance Use Assistance)
        iii. Substance Use Assistance: Peer-to-peer services and relapse prevention. (Billed as Recovery Monitoring/Substance Use Assistance)
        iv. Education and Job Skills: Linkages to life skills, employment services, job training, and education services. (Billed as Care Coordination)
        v. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education. (Billed as Care Coordination)
        vi. Support Groups: Linkages to self-help and support, spiritual and faith- based support. (Billed as Care Coordination)
        vii. Ancillary Services: Linkages to housing assistance, transportation, care coordination, or individual services coordination. (Billed as Care Coordination).
    h. Additionally, Contractor shall:
        i. Provide Recovery Services to beneficiaries as medically necessary.
        ii. Provide beneficiaries with access to Recovery Services after completing their course of treatment.
        iii. Provide Recovery Services either face-to-face, by telephone, or by telehealth, and in any appropriate setting in the community with the beneficiary.
    i. Requirements
        i. A Recovery Services plan is required for all clients in Recovery Services. It is due within 30 days of the day of admission to Recovery Services.
        ii. Services should be provided in the context of an individualized problem list 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.
        iii. Services provided by peers will be allowed after the County submits a SUD Peer Support Training Plan to DHCS and receives approval.

SUB-EXHIBIT A-5
RECOVERY INCENTIVES PROGRAM
COMMON PURPOSE

1) Program Overview
The Recovery Incentives Program, a new treatment program being piloted by the Department of Health Care Services (DHCS), is now available to eligible Nevada County Medi-Cal beneficiaries with Stimulant Use Disorder (StimUD). The Recovery Incentives Program, otherwise referred to as Contingency Management (CM), is one of the only evidenced-based behavioral interventions effective in treatment of StimUD and is based on psychological principles of positive reinforcement. In CM, an individual receives a reward (gift cards delivered via the DHCS Incentive Manager) immediately following a positive behavior that has been established as a goal, in this case—not using stimulants.
2) Contractor Responsibilities
    a. Establishing Beneficiary Eligibility for CM Services
        i. The Recovery Incentives Program is only available to Medi-Cal beneficiaries who meet the following conditions:
            1. Are enrolled in Medi-Cal and meet criteria for a comprehensive, individualized course of SUD treatment. (Medi-Cal enrollment must be confirmed prior to initiating services through the Recovery Incentives Program.)
            2. Reside in Nevada County.
            3. Receive services in a non-residential level of care operated by a DMC ODS provider participating in the Recovery Incentives Program and offering CM in accordance with DMC ODS policies and procedures.
        ii. CM services delivered under the Recovery Incentives Program are only covered when medically necessary and appropriate as determined by an initial SUD assessment consistent with DMC ODS Intergovernmental Agreement (IA) showing:
            1. Moderate or severe StimUD as defined by the clinical criteria in DSM;
            2. Clinical determination that outpatient is appropriate per the American Society of Addiction Medicine (ASAM) criteria; and
            3. That the CM benefit is medically necessary and appropriate based on the fidelity of treatment to the evidenced based practice.
        iii. The presence of additional SUDs and/or diagnoses does not disqualify an individual from receiving CM services.
        iv. Beneficiaries may access CM when transitioning from residential treatment or incarceration to outpatient treatment settings, including services initiated on the day of admission to the outpatient program and discharge or release from residential care or incarceration.
        v. Beneficiaries transitioning to outpatient treatment from a controlled environment such as residential treatment or incarceration who have not used a stimulant in more than three months (i.e., no longer have a current Stimulant Use Disorder) are still eligible for the Recovery Incentives Program as long as all other eligibility requirements are met.
        vi. CM should never be used in place of medications for addiction treatment (MAT). CM may be offered in addition to MAT for people with co-occurring stimulant and alcohol or opioid use disorders.
        vii. Eligible Medi-Cal beneficiaries shall be referred to, and admitted into, treatment through a participating site's routine beneficiary admission process.

viii. Consistent with other DMC ODS programs, there is no minimum age limit for an individual to receive CM services if they meet all eligibility criteria.

ix. In addition, pregnant and parenting people with Stimulant Use Disorder are eligible to receive CM services if they meet all eligibility criteria.

b. DHCS Guidelines for Contractor

i. Establish a Positive Relationship: Always keep the interaction pleasant and nonconfrontational. The positive nature of CM allows for an opportunity to strengthen the therapeutic alliance. Your positive attention is also reinforcing to most beneficiaries.

ii. Assessment: Assessment consists of activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Beneficiaries must have an ASAM multidimensional assessment completed within 30 days following the first visit with a LPHA or registered/certified counselor for beneficiaries 21 and older, that indicates they can be treated appropriately in an outpatient treatment setting or within 60 days if under 21 years of age or experiencing homelessness.

iii. Initial Visit: During the beneficiary's first visit, the CM Coordinator (or Back-up CM Coordinator or CM Supervisor) at the site will confirm the beneficiary's current Medi-Cal eligibility. The CM Coordinator, Back-up CM Coordinator, or CM Supervisor shall provide a thorough orientation with the beneficiary including the following elements:

1. Review the consent form for the Recovery Incentives Program with the beneficiary and program agreements.
2. Review the days/times that the beneficiary must visit the facility in order to be eligible for the incentives (twice weekly visits during weeks 1-12 and once weekly visits during weeks 13-24).
3. Review the method of incentive delivery as well as how and where incentives can be redeemed, including the prohibition of using incentives to purchase alcohol, cannabis, tobacco, firearms, lottery tickets, or for any form of gambling.
4. The availability of incentives and ongoing program participation when a beneficiary lapses or relapses and seeks readmission and the process for a beneficiary to seek readmission.
5. The site's Urine Drug Testing (UDT) procedures and an explanation and review of medication/substances that may result in false positive UDTs.
6. The rules governing when an incentive will be provided, including an explanation that incentives are contingent on the absence of evidence of stimulant use on a UDT (e.g., cocaine, amphetamine, methamphetamine).
7. An explanation that all positive tests will be treated the same even if they result from the use of one of the medications/substances known to provide false positive UDT results.
8. An explanation regarding the amount of the initial incentive and how the value increases with consecutive stimulant-free UDTs and how the value will be reset to the initial $10 in the case of a positive test or unexcused absence and that the increase will be recovered on the submission of two consecutive stimulant negative UDTs.

iv. Use of the Incentive Manager (IM Portal): The CM Coordinator will complete a beneficiary profile to enroll the beneficiary into the web-based IM Portal that will keep track of UDT results and incentive gift cards distributed.

v. Ongoing CM Visits:

1. The CM Coordinator will engage the beneficiary and initiate the visit, will review their progress in the program (e.g., weeks completed out of 24), log in to the IM Portal and locate the beneficiary's record, administer UDT and process the results in real time, log the results in the IM Portal, discuss the results with the beneficiary and offer additional services as appropriate which could include celebration/congratulations, brief encouragement, motivational interviewing, referral to outpatient treatment groups and counseling.
2. The CM Coordinator will engage the beneficiary and initiate the visit, will review their progress in the program (e.g., weeks completed out of 24), log in to the IM Portal and locate the beneficiary's record, administer UDT and process the results in real time, log the results in the IM Portal, discuss the results with the beneficiary and offer additional services as appropriate which could include celebration/congratulations, brief encouragement, motivational interviewing, referral to outpatient treatment groups and counseling.
3. The CM Coordinator will disburse incentives consistent with the Incentive Delivery section of the Recovery Incentives Program Manual. If the UDT result entered is negative for stimulants, the IM will disburse the incentive generated by the IM consistent with the incentive delivery schedule outlined in the program manual. If the UDT result entered is positive for stimulants, the IM will not disburse an incentive.
4. Refer to the DHCS approved program manual: https://uclaisap.org/recoveryincentives/docs/training/Program-Manual-with-Appendices-2023-04-27.pdf.

vi. Positive Opiate and/or Oxycodone UDT Results
If the UDT results are positive for opiates and/or oxycodone, the CM Coordinator will document these results in the clinical chart, reinforce the risk of overdose, ensure the beneficiary has naloxone, and offer other treatment services as appropriate including a referral for MAT if the beneficiary has a co-occurring alcohol or opioid use disorders.

vii. Tracking UDT Results and Reward
Tracking and monitoring of beneficiaries will be done electronically through the IM Portal. Carefully tracking and documenting UDT results and incentives earned and disbursed is essential to making sure your site is compliant with specific rules pertaining to providing CM as a Medi-Cal benefit. Entering data into the IM Portal accurately will help ensure that the Recovery Incentives Program is compliant with state and federal laws, regulations, and DHCS program requirements.

viii. Plan for Next Appointment
The CM Coordinator will remind the beneficiary of their next scheduled appointment day and time.

ix. Documentation
The CM Coordinator shall document the visit in the beneficiary's clinical chart. The CM Coordinator shall document Stimulant Use Disorder on the problem list within the beneficiary's clinical share. Consistent with best clinical documentation practices, the CM Coordinator shall describe all interventions utilized with the beneficiary as part of their progress notes for each service to include CM in addition to any other outpatient services, such as motivational interviewing, cognitive behavioral therapy, or Community Reinforcement Approach. CM should not be offered to a beneficiary as a stand-alone treatment, but rather as one component of an individualized treatment plan. However, if a beneficiary chooses to participate only in selected services (e.g., they only participate in CM services and not in other aspects of

treatment), they shall not be penalized, chastised, criticized, or discharged from the program for declining to participate in any treatment or recovery services or for failure to participate in all recommended treatment services. Beneficiaries needing or utilizing CM must be served and cannot be denied CM or be required to participate in other aspects for a SUD treatment program as a condition of entering or remaining in the Recovery Incentives Program. If the beneficiary does not attend a scheduled visit, the CM Coordinator shall document the absence and any extenuating circumstances in the beneficiary's clinical chart and in the IM Portal.

x. Billing

The CM Coordinator shall complete claims documentation to bill the DMC-ODS county for the services using as many units of the 15-minute code H0050 as appropriate, given the length of the visit, and using one of two required ICD 10 diagnoses in addition to any other relevant codes for the visit. For example, the primary diagnosis may be for stimulant use disorder with the appropriate codes below used as a secondary diagnosis:

1. R82.998: Positive urine test for stimulants
2. Z71.51: Negative urine test for stimulants

c. Recovery Incentives Program Training, Fidelity, and Evaluation

i. The Contractor shall ensure that all CM staff complete the self-paced CM Overview Training and the two-part live virtual CM Implementation Training, and successfully complete the two-part Readiness Assessment Process prior to initiating CM services. Information regarding the required training can be found on the UCLA ISAP's Recovery Incentives Website: https://uclaisap.org/recoveryincentives/.

ii. The contractor shall conduct fidelity reviews and participate in ongoing evaluation of its CM program as designated in the Recovery Incentives Program Manual. https://uclaisap.org/recoveryincentives/docs/training/Program-Manual-with-Appendices-2023-04-27.pdf

SUB-EXHIBIT A-6
RECOVERY RESIDENCE
COMMON PURPOSE

1) Program Overview
   Recovery Residences are critical assets in supporting individuals in their recovery. These safe environments are associated with a variety of positive outcomes for residents including decreased likelihood of returning to using substances, lower rates of incarceration, higher income, increased employment, and improved family relationships. Recovery Residence housing is affordable, alcohol and drug free, and allows the house members or residents to continue to develop their individual recovery plan and to become self-supporting.
2) Contractor Responsibilities
   a. Recovery Residences
      i. Contractor shall provide Recovery Residence services to Nevada County beneficiaries authorized by the County Behavioral Health Department. Contractor currently maintains three Recovery Residences. Participants often access this resource after completion of residential treatment, as the environment provides an affordable and substance free supported living space, aside from prescribed medication, while individuals work towards obtaining their own housing and employment resources.
      ii. Individuals are required to participate in ongoing Outpatient Treatment or Recovery Services while they live in the Recovery Residences program, to be working on recovery goals, 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.
      iii. Contractor will collaborate with the County SUD Care Coordination Team, AMI housing coordinator, and the Housing Resource Team to ensure that individuals transition successfully from Recovery Residences to permanent housing. Housing goals should be established upon entry to Recovery Residences.
      iv. 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 reassessed to a different level of care when appropriate with a concurrent adjustment to the treatment plan. A face-to-face meeting with the County care coordinator and/or probation officer (if applicable) is also recommended.
      v. Contractor shall follow the Nevada County Recovery Residences guidelines provided by the County and have policies and procedures in place that reflect the County Recovery Residence guidelines.
      vi. 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 the 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 costs such that the participant is now responsible for 50%. In Level III, the County will fund 25% of the cost. In level IV, the County will fund 10% 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 the 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.

vii. Contractor will follow the Recovery Residences Guidelines established by the County and comply with all requirements of the Substance Use Block Grant.
    1. Contractor agrees to report all significant events pertaining to Behavioral Health or Alternative Treatment Court participants such as unusual incidents, complaints, or pending participant discharge to County's Behavioral Health SUD Program Manager. Contractor shall inform Alcohol and Drug Administrator of any changes in programs such as length or groups per week.
    2. Contractor shall ensure the confidentiality of participants and their records, including but not limited to substance use 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.

b. Tuberculosis
    i. 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.
        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.

c. Culturally Competent Services
    i. Contractors are responsible for providing 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:
        1. 100% of beneficiaries that speak a threshold language are provided services in their preferred language.
        2. At least 80% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5+ out of 5.0) with cultural sensitivity of services.

d. Additional Contractor Responsibilities
    i. 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.
    ii. Contractor shall follow all Medi-Cal Final Rule (CFR 438) requirements, as applicable.
    iii. 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 complies with reporting requirements. County shall not be responsible for reimbursement of invoices submitted by contractor that do not have proper authorizations in place.

e. Locations of Recovery Residence Services
    i. 10838 Ridge Rd., Nevada City, CA. 95959
    ii. 11684 Tammy Way, Grass Valley, CA. 95949
    iii. 14377 Falling Star Ln., Grass Valley, CA. 95949
    iv. 11099 Norager Way, Grass Valley, CA. 95949

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
COMMON PURPOSE

The maximum payments from County to Contractor shall not exceed $3,557,598 for the term of July 1, 2024 through June 30, 2025.

Projected Summary of Compensation:

Program	Contract Maximum
DMC-ODS Residential Services	$ 1,214,159
Outpatient Substance Use Disorder Services Including Drug Medi-Cal (for BH, Probation and DSS referred participants)	$ 1,858,439
Performance Incentives	$ 60,000
Probation Referred Participants (Non-DMC)	$ 50,000
Recovery Residences	$ 300,000
Bost House Startup Funds	$ 75,000
Total	**$ 3,557,598**

Direct Service Staff By Discipline	Hourly Rate	Average Productivity
Physicians Assistant	$ 389.00	40%
Nurse Practitioner	$ 431.30	40%
RN	$ 352.31	40%
MD (typically in SUD system of Care)	$ 604.60	50%
Psychologist/Pre-licensed Psychologist	$ 348.82	40%
LPHA/Intern or Waivered LPHA (MFT, LCSW, LPCC)	$ 312.41	40%
Alcohol and Drug Counselor	$ 231.57	50%
Peer Recovery Specialist	$ 242.60	35%

Drug Medi-Cal ODS Residential Services $1,214,159:

Residential Services - Bost House	Rate
Withdrawal Management 3.2 (Includes Room & Board amount of $36.75 per day)	$255.36
Residential Services 3.1 (Includes Room & Board amount of $36.75 per day)	$177.81
Residential Services 3.5 (Includes Room & Board amount of $36.75 per day)	$213.38

Probation Referred Participants $50,000:
Assessment and Outpatient Treatment services provided to participants referred from County Probation Department and funded through this contract are not to exceed $50,000. 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)	450
Concerned Party Interview (as part of assessment)	$50
Therapy (Marriage & Family Therapist) (1 hour)	$125
Anger Management Assessment (written)	$ 250
Anger Management (Adult Men, Adult Women):	
3 month program	$ 400
6 month program	$ 820
12 month program	$ 1600

Recovery Residences

Level 1	$34.39 daily
Level 2	$17.20 daily
Level 3	$8.59 daily
Level 4	$3.44 daily

Contractor shall be reimbursed based at the rates above 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.

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	$34.39
Level 2	$17.2
Level 3	$8.59
Level 4	$3.44

Bost House Facility Furnishings $75,000:
Contractor shall direct purchase furnishings for the Bost House facility. This will include procurement of furnishings for but not limited to bedrooms, bathrooms, group room, kitchen, dining room, office, conference room and med room.

When making deciding on purchases for furniture, fixtures and materials, design factors such as function, infection control, ADA and life safety requirements, user needs, energy use, building codes, durability, and aesthetics will be considered as will prudent cost saving principles.

Contractor shall bill County monthly and shall be reimbursed for actual costs incurred. Invoice submission shall include detailed receipts of items purchased.

Maintenance and Repairs-Lovett Recovery Center at 145 Bost Avenue, Nevada City, CA 95959: $12,600
Contractor will not be charged rent for the use of the facility, but will be required to contribute
$1,800 per month towards maintenance and repair of the facility starting January 2025.

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, 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

FINANCIAL TERMS
1. CLAIMING

A. Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, as from time to time amended.

B. Claims shall be complete and accurate and must include all required information regarding the claimed services.

C. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

2. INVOICING

A. Contractor shall invoice County for services monthly, in arrears, in the format directed by County. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.

B. Invoices shall be provided to County after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.

C. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the applicable service rates.

D. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6.

E. Contractor shall submit invoices and reports to:

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

3. ADDITIONAL FINANCIAL REQUIREMENTS

A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the US DHHS may specify.

C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.

D. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. § 1396b(i)(2)).

E. 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 may 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.

4. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS
   A. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through mutual agreement.
   B. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

5. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES
   A. If County determines that Contractor is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
   B. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
   C. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
   D. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

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.

Performance Incentive Payments

Upon completion of the following activities, contractor may submit an invoice for the amount associated, which will be processed and paid per the process outlined in this Exhibit. If Contractor does not submit the required documentation for the individual activity, no incentive payment will be made.

Incentive #1: Send non billable time study results by August 1st. $20,000

Incentive #2: Produce a productivity improvement plan with at least 3 concrete strategies supported by data (i.e. non-billable time study, demographics, productivity report) by September 30th. $20,000

Incentive #3: For Quarter 2 of FY 24/25, demonstrate either 3% increase in overall/average productivity over baseline of FY 23/24 or achieve average productivity target % across all disciplines as outlined in Productivity by Discipline table in Exhibit B. $20,000