



RESOLUTION No. 23-126

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT 1 TO THE CONTRACT WITH COMMON PURPOSE FOR THE PROVISION OF RECOVERY RESIDENCE SERVICES FOR NEVADA COUNTY MEDICAL BENEFICIARIES TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$161,428 TO \$194,400 (AN INCREASE OF \$33,472), AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE AND DIRECTS THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH BUDGET FOR FISCAL YEAR 2022/23 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on June 28, 2022, per Resolution 22-300, the Nevada County Board of Supervisors approved execution of the Professional Services Contract with Common Purpose to provide recovery residence services; and

WHEREAS, the Contractor provides education, treatment services, and Recovery Residences for persons affected by substance use disorders; and

WHEREAS, under this Agreement, Contractor will provide Recovery Residences and Interim Services for Nevada County beneficiaries as authorized by the County and this amendment will increase Common Purposes' capacity to provide recovery residence services due to growing need.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment to the Professional Services Contract by and between County and Common Purpose, pertaining to the provision of outpatient rehabilitative treatment services for the recovery and treatment of alcohol/drug dependency for the contract term of July 1, 2022 through June 30, 2023, in the maximum amount of \$194,900 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to release fund balance in Fund 1481 and amend the Behavioral Health Department's budget for the Fiscal Year 22/23 as follows:

Fiscal Year 2022/23

Revenue	1589-40105-493-7831 / 474004	\$33,472
Expenditure	1589-40105-493-7831 / 521520	\$33,472
	1481 40130 493 5700 / 550704	\$33,472

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of March, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

3/28/2023 cc: BH*
AC*

**AMENDMENT #1 TO THE CONTRACT WITH
COMMON PURPOSE (Res 22-300)**

THIS AMENDMENT is executed this 28th day of March 2023, by and between **COMMON PURPOSE**, hereinafter referred to as “Contractor” and **COUNTY OF NEVADA**, hereinafter referred to as “County.” Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on June 28, 2022 per Resolution RES 22-300; and

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

WHEREAS, there has been a growing need for more recovery residence services and this amendment will increase Common Purposes’ capacity to provide recovery residence services; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$161,428 to \$194,900 (an increase of \$33,472), and amend Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract amount.


NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of May 1, 2023.
2. That Maximum Contract Price, shall be amended to the following:
\$194,900
3. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: 
Ed Scofield (Mar 28, 2023 13:09 PDT)
Edward Scofield
Chair of the Board of Supervisors

CONTRACTOR:

By: 
Joseph J. Festersen (Mar 29, 2023 11:58 PDT)
Common Purpose
256 Buena Vista Street, Ste 100
Grass Valley, CA 95945

ATTEST:

By: 
Julie Patterson-Hunter
Clerk of the Board

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMON PURPOSE

The maximum payments from County to Contractor shall not exceed \$194,900 for the term of July 1, 2022 through June 30, 2023.

Recovery Residences Services:

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

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

BILLING AND PAYMENT:

Contractor shall submit to County, for services rendered in the prior month, and in accordance with the reimbursement rate, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20th of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s). Payment of approved billing shall be made within thirty (30) days of receipt of a complete, correct and approved billing

County shall not be responsible for reimbursement of invoices submitted by Contractor that do not meet State and/or Federal submission timeliness requirements. Contractor shall prepare, in the form and manner required by County and the State Department of Health Care Services, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract no later than 60 days following the termination or expiration of this Contract, whichever comes first.

Contractor will be subject to DHCS or County Fiscal or Quality Assurance audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual SDHCS/Federal Audit may not occur until five years after the close of the fiscal year and not be settled until all Audit appeals are completed/closed. Final Audit findings must be paid by County or Contractor within 60 days of final Audit report or as otherwise agreed.

Contractor shall submit quarterly fiscal reports, including detailed list of costs for the prior quarter and cumulatively during the contract period.

Contractor shall submit monthly invoices for services to:

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

NON-PROFIT SUPPLEMENTAL AUDIT PROVISIONS:

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

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