



# **RESOLUTION No. 22-240**

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

**RESOLUTION APPROVING EXECUTION OF AMENDMENT 1 TO THE CONTRACT WITH COMMON GOALS, INC. FOR THE PROVISION OF OUTPATIENT REHABILITATIVE TREATMENT SERVICES FOR THE RECOVERY AND TREATMENT OF ALCOHOL/DRUG DEPENDENCY TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$686,591 TO \$841,591 (AN INCREASE OF \$155,000) TO REFLECT THE INCREASE IN THE AMOUNT OF SERVICES THAT WILL BE PROVIDED DURING FISCAL YEAR 2021/22, 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 2021/22 (4/5 AFFIRMATIVE VOTE REQUIRED) (RES 21-319)**

WHEREAS, on July 27, 2021, per Resolution 21-319, the Nevada County Board of Supervisors authorized the execution of the Professional Services Contract between the County of Nevada and Common Goals, Inc. pertaining to the provision of outpatient rehabilitative treatment services for Medi-Cal beneficiaries for the recovery and treatment of alcohol/drug dependency; and

WHEREAS, Nevada County Medi-Cal beneficiaries are choosing this Contractor for their medically necessary substance use disorder treatment services at a higher rate than was anticipated and the Behavioral Health Department cannot impose prior authorization requirements on these services nor can the department place restrictions on the beneficiary's choice of providers; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$686,591 to \$841,591 (an increase of \$155,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment 1 to the Professional Services Contract by and between County and Common Goals, Inc. pertaining to the provision of outpatient rehabilitative treatment services for the recovery and treatment of alcohol/drug dependency for the contract term of July 1, 2021 through June 30, 2022, in the maximum amount of \$841,591 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 \$18,600 fund balance in fund 1481 and amend the Behavioral Health Department's Budget for the Fiscal Year 21/22 as follows:

Fiscal Year 2021/22

Revenue	1589-40105-493-7831 / 446250	\$136,400
	1589-40105-493-7831 / 474004	\$ 18,600
Expenditure	1589-40105-493-7831 / 521520	\$155,000
	1481-40130-493-5700 / 550704	\$ 18,600

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 June, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

6/14/2022 cc: BH\*  
AC\*  
CG, Inc.\*

**AMENDMENT #1 TO THE CONTRACT WITH  
COMMON GOALS, INC. (RES 21-319)**

**THIS AMENDMENT** is executed this 14<sup>th</sup> day of June 2022 by and between COMMON GOALS INC., 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 27, 2021 per Resolution RES 21-319; and

**WHEREAS**, the Contractor operates outpatient rehabilitative treatment services for Medi-Cal beneficiaries for the recovery and treatment of alcohol/drug dependency; and

**WHEREAS**, the parties desire to amend their Agreement to increase the contract price from \$686,591 to \$841,591 (an increase of \$155,000), and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

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

1. That Amendment #1 shall be effective as of May 1, 2022.
2. That Maximum Contract Price, shall be amended to the following:  
\$841,591
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: *Susan Hoek*  
Susan Hoek (Jun 14, 2022 14:21 PDT)  
Susan Hoek  
Chair of the Board of Supervisors

CONTRACTOR:

By: *Joseph J Festersen*  
Joseph J Festersen (Jun 6, 2022 16:51 PDT)  
Common Goals, Inc.  
256 Buena Vista Street, Suite 100  
Grass Valley, CA 95945

ATTEST:

By: *Julie Patterson-Hunter*  
Julie Patterson-Hunter  
Clerk of the Board

**EXHIBIT "B"**

**SCHEDULE OF CHARGES AND PAYMENTS  
COMMON GOALS, INC.**

The maximum payments from County to Contractor shall not exceed \$841,591 for the term of July 1, 2021 through June 30, 2022. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

**Summary of Compensation:**

Outpatient Substance Use Disorder Services Including Drug Medi-Cal (for BH, Probation and DSS referred participants)	\$767,591
Interim Services	\$24,000
Probation Referred Participants (Non-DMC)	\$50,000
Total maximum compensation	\$841,591

**Medi-Cal Compensation:**

Except where Share of Cost as defined in Section 50090 of Title 22, California Code of Regulations is applicable, Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Contractor shall not charge fees to beneficiaries for access to, or admission to Contractor's Drug Medi-Cal Treatment slot.

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

A) Reimbursement for Drug Medi-Cal Substance Abuse services shall be based on the lowest of the following:

- 1) The Contractor's usual and customary charge to the general public for the same or similar services;
- 2) The Contractor's allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
- 3) The Drug Medi-Cal (DMC) Rate for Fiscal Year 21/22:

**Common Goals SUD Services  
Calculation of Estimated Units**

<b>Service and Rate Table</b>	
<b>Type of Service</b>	<b>Interim Rate</b>
Outpatient Drug Free	2.83
Intensive Outpatient (IOT)	2.83
Recovery and Case Management Services	2.83
Physician Consultation	5.13
Target Annual Billable Svc \$	612,591
Target Annual Billable Units	216,463

Target Monthly Billable Svc \$	51,049
Target Monthly Billable Units	18,039
<b>Total Contract Amount</b>	<b>612,591</b>

B) Drug-Medi-Cal payments shall be made in the amount of the total Contractor's claim minus amount of denied services that are not Drug Medi-Cal eligible. County shall provide Contractor with the amount of denials received for prior months' services, as identified on documents received from the State. Contractor shall make adjustment for denials on their next submitted invoice.

C) Drug-Medi-Cal reimbursement is based on this estimated project budget

<b>Outpatient DMC Services</b>	
<b>Budget FY 21/22</b>	
<b>PERSONNEL COSTS</b>	<b>BUDGET</b>
Program Director	35,400
Program Manager	74,082
Counselors	287,394
LPHA	
Medical Director	10,080
Administrative Support	78,367
Benefits	14,260
<b>Total Personnel Expenses</b>	<b>499,582</b>
<b>Operating Expenses</b>	
Travel/Mileage	1,860
Phone/Internet	8,535
Computer/Teleconferencing Equipment	
Office Supplies	16,500
Rent	40,600
Utilities	4,737
Facilities Maintenance	7,200
Licensing Certification Fees	568
Insurance	13,808
Interest Bank Fees	9,000
Accounting Fees	1,400
Training	4,000
Miscellaneous	4,800
<b>Total Operating Expenses</b>	<b>113,008</b>
<b>Total All Expenses</b>	<b>612,591</b>

Interim Services and Gaps in Eligibility:

To be reimbursed at the above-mentioned reimbursement rates for Drug Medi-Cal Substance Abuse Program Services, not to exceed \$24,000.

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

3 month program	\$ 250
6 month program	\$ 500
12 month program	\$ 1,000

Recovery Residences

Level 1	\$27.87 daily
Level 2	\$13.94 daily
Level 3	\$6.97 daily
Level 4	\$2.79 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.

**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 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 delaying the entire claim pending resolution of the cost(s). Payment of approved billing shall be made within thirty (30) days of receipt of a complete, correct and approved billing. Payments shall be made in the amount of the total Contractor's claim minus amount of denied services that are not Drug Medi-Cal eligible.

County shall not be responsible for reimbursement of invoices submitted by Contractor that do not meet State and/or Federal submission timeliness requirements. Contractor shall prepare, in the form and manner required by County and the State Department of Health Care Services, a financial statement and a cost report verifying the total number of service units actually provided and

covering the costs that are actually incurred in the provision of services under this Contract no later than 60 days following the termination or expiration of this Contract, whichever comes first.

A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on a comparison of the allowed Medi-Cal reimbursement or other authorized non-billable services per unit in the Cost Report compared to the payment per unit paid by the County. Payment will be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

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

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

Contractor shall submit monthly invoices for services to:

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