

**AMENDMENT NO. 2 TO THE RENEWAL CONTRACT WITH  
COMMON GOALS, INC. (RES 19-305; RES 19-611)**

**THIS AMENDMENT** No. 2 is dated this 28<sup>th</sup> day of April 2020 by and between COMMON GOALS, INC. and COUNTY OF NEVADA. Said Amendment No. 2 will amend the prior agreement between the parties entitled Personal Services Contract executed on June 25, 2019 per Resolution No. 19-305 and subsequently amended on December 17, 2019, per Resolution No. 19-611.

**WHEREAS**, the parties desire to amend their Agreement to add an alternate payment mechanism for services provided March through June 2020 due to impacts of the Coronavirus and amend Exhibit “B” Schedule of Charges and Payments, to reflect the alternate payment mechanism.

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

1. That Amendment No. 2 shall be effective as of March 1, 2020.
2. That Exhibit “B”, Schedule of Charges and Payments, shall be revised to the amended Exhibit “B” as attached hereto and incorporated herein.
3. 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**

**CONTRACTOR:**

By: \_\_\_\_\_  
Honorable Heidi Hall  
Chair of the Board of Supervisors

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

**ATTEST:**

By: \_\_\_\_\_  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

**EXHIBIT “B”  
SCHEDULE OF CHARGES AND PAYMENTS  
COMMON GOALS, INC.**

The maximum payments from County to Contractor shall not exceed \$713,526 for the term of July 1, 2019 through June 30, 2020. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

**Summary of Compensation:**

Outpatient Substance Use Disorder Services Including Drug Medi-Cal (for BH and DSS referred participants)	\$338,000
Drug Testing, Interim Services and Recovery Residences	\$195,000
Probation Referred Participants (including DMC)	\$80,000
Recovery Residence & Jail Counselor MAT funded only	\$96,526
Electronic Health Record Training	\$4,000
Total maximum compensation	\$713,526

**Medi-Cal Compensation:**

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

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

- A) Reimbursement for Drug Medi-Cal Substance Abuse services shall be based on the lowest of the following:
- 1) The Contractor’s usual and customary charge to the general public for the same or similar services;
  - 2) The Contractor’s allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
  - 3) The Drug Medi-Cal (DMC) Rate for Fiscal Year 2019/20.

The current DMC Rates are:

Service	Drug Medi- Cal Rate per Unit of Service (1 UOS = 1 minute)
Outpatient Drug Free (ODF)	\$ 1.66 (\$24.89 per 15 minutes)
Case Management & Recovery Services	\$ 1.27 (\$19.11 per 15 minutes)

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

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

**Drug Testing Compensation:**

The rate charged for participants under this Agreement shall be per \$20 per test. Each standard test shall include screening for:

1. THC;
2. Amphetamines and Methamphetamines;
3. Cocaine;
4. Morphine and Morphine based drugs, this include adulteration screening.

\$5 per additional substance tested for or substituted for another of the base 4 above.

\$20 per test for ETG (72 hr Alcohol) test

\$20 Breath Alcohol Testing- by DOT approved device and certified Technician

Drug testing services will be funded by SAPT Discretionary funds and are not to exceed a total of **\$15,000**.

**Interim Services and Gaps in Eligibility:**

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

**Recovery Residences Services:**

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

**Probation Referred Participants \$80,000:**

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

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

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

**Recovery Residence & Jail Counselor \$96,526:**

Contractor shall be reimbursed for actual salary/benefits and project. Contractor shall bill County monthly, and each invoice shall state the amount of personnel hours/benefits and reimbursement expenses being claimed by funding source. Contractor agrees to be responsible for the validity of all invoices.

Salary & Benefits CDAC Counselor	\$13,405
Mileage	\$400-
Recovery Residence	\$79,550
Indirect	\$3,171
<b>Total</b>	<b>\$96,526</b>

**Electronic Health Record Training \$4,000:**

Contractor shall be reimbursed \$4,000 for staff attending Electronic Health Record training on October 23, 2019 and October 25, 2019. Contractor shall submit an invoice upon completion of training for \$4,000 listing which staff attended.

**BILLING AND PAYMENT:**

For the period of July 1, 2019 through February 29<sup>th</sup>, 2020: 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.

For the period of March 1, 2020 through June 30<sup>th</sup>, 2020 Contractor shall submit a monthly invoice in arrears at the provisional amount of \$28,167 for Drug Medi-Cal services for satisfactorily providing services as outlined in Exhibit “A”. All payments are interim payments only and subject to final settlement in accordance with the Cost Settlement section below. Contractor shall submit an invoice by the 15th of the month following the month of service, and the Behavioral Health Department will process and make payment

within 30 days of receipt of the invoice. The Behavioral Health Director may approve an increase over the monthly 1/12th reimbursement rate for project expenditures if justified. Contractor should continue efforts to provide critical services and communicate progress weekly with County Contract Manager. Additionally, Contractor is encouraged to avoid any unnecessary expenditures to maximize County's funding streams.

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