



RESOLUTION No. 26-003

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 SUBSTANCE USE DISORDER TREATMENT SERVICES AND RECOVERY RESIDENCE SERVICES FOR NEVADA COUNTY MEDI-CAL MEMBERS, TO REVISE EXHIBIT "A-5" SCHEDULE OF SERVICES TO REFLECT AN ADDITIONAL RECOVERY RESIDENCE AND INCREASE THE MAXIMUM CONTRACT PRICE FROM \$4,330,533 TO \$4,467,533 (AN INCREASE OF \$137,000), REVISE EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE TERM OF JULY 1, 2025, THROUGH JUNE 30, 2026, AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH DEPARTMENT BUDGET FOR FISCAL YEAR 2025/26 (4/5 AFFIRMATIVE VOTE REQUIRED) (RES. 25-346)

WHEREAS, on July 8, 2025, per Resolution 25-346, the Nevada County Board of Supervisors approved execution of the Professional Services Contract with Common Purpose to provide Outpatient Drug Free (ODF); Intensive Outpatient Treatment (IOT); Residential Treatment; Withdrawal Management, Recovery Services; Recovery Residences, and the Recovery Incentives Program for the recovery of substance use disorders to residents of Nevada County; and

WHEREAS, this amendment seeks to adjust the outpatient and residential services budgets to better support Nevada County residents in accessing this critical level of care. In addition, the amendment provides funding to support an additional Recovery Residence for individuals participating in outpatient treatment; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$4,330,533 to \$4,467,533 (an increase of \$137,000), 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 the Amendment No. 1 to the Professional Services Contract by and between the County and Common Purpose for the provision of ODF; IOT; Residential Treatment; Withdrawal Management; Recovery Services; Recovery Residences; and the Recovery Incentives Program for substance use disorder treatment to residents of Nevada County, with a maximum contract price of \$4,467,533 for Fiscal Year 2025/26 be and hereby is approved in substantially the form attached hereto and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Behavioral Health Department's Budget (4/5 affirmative vote required) for the Fiscal Year 2025/26 as follows:

Fiscal Year 2025/26

Expenditure
\$137,000

FD1589-CC40105-PG4937831 SC21520 / 521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of January 2026, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Lisa Swarthout, Chair

**AMENDMENT NO. 1 TO THE CONTRACT WITH
COMMON PURPOSE (RES. 25-346)**

THIS AMENDMENT is executed this January 13, 2026, 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 8, 2025 per Resolution 25-346; and

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

WHEREAS, the parties desire to amend their Agreement to revise Exhibit “A-5”, Schedule of Services to reflect an additional recovery residence and increase the contract price from \$4,330,533 to \$4,467,533 (an increase of \$137,000) 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 January 13, 2026.
2. That Maximum Contract Price, shall be amended to the following:
\$4,467,533.
3. That the Schedule of Services, Exhibit “A-5” is amended to the revised Exhibit “A-5” 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: *Lisa Swarthout*
Lisa Swarthout (01/19/2026 14:10:18 PST)
Chair of the Board of Supervisors

ATTEST:

By: *Lauriana Cecchi*
Clerk of the Board

CONTRACTOR:

By: *John C Duff III*
John C Duff III (01/07/2026 22:01:35 PST)
Common Purpose
256 Buena Vista Street Ste 100
Grass Valley CA 95945

EXHIBIT A-5
RECOVERY RESIDENCE
COMMON PURPOSE

- 1) Program Overview
 - a. Contractor will provide Recovery Residences for County SUD clients, including those participating in Adult Drug Court or other collaborative courts. Contractor currently maintains five Recovery Residences, 50 beds total; separated for men, for women; and for women with children. Participants in residential treatment often access this resource as a lower level of care that still provides an affordable supported living environment, free from any illicit drug and non-prescribed medication, while individuals rebuild their own housing and employment resources. Clients qualify for entry into Recovery Residences after being substance free for a period of 30 days and can remain housed in these environments for up to one year or longer, depending on client needs or circumstances.
- 2) Contractor Responsibilities
 - a. Contractor to provide Recovery Residences to participants through grant funding from SUBG. Funds may be used to fund Recovery Residences for participants approved by the County. Contractor operates Recovery Residences in accordance with all applicable zoning.
 - b. Individuals are required to participate in ongoing outpatient treatment or Recovery Services while they live in the Recovery Residences program, to remain illicit substance free, 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 substances, the explicit goal of transitional living is for individuals to use the time to build a solid foundation for self-sufficiency.
 - c. Contractor will collaborate with the County SUD Care Coordination Team 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.
 - d. 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.
- 3) Funding
 - a. All participants that are funded for Recovery Residences with County funds must have prior authorization from Nevada County Behavioral Health Department. County will issue an authorization according to a level system:
 - i. Level 1- The County will pay 100% of the Recovery Residence cost for up to three months, depending on client need and circumstances. County payment is considered payment in full. No supplemental billing permitted of client.
 - ii. Level 2- The County will pay 50% of the Recovery Residence cost and the client will pay the remaining 50%, for up to three months, depending on client need and circumstances. No supplemental billing permitted of client above client's 50% share of Level 2 rate.
 - iii. Level 3- The County will pay 25% of the Recovery Residence cost, and the client will pay 75%, for up to three months, depending on client need and circumstances. No supplemental billing permitted of client above client's 75% share of Level 3 rate.
 - iv. Level 4- The County will pay 10% of the Recovery Residence cost while the client completes treatment and maintains employment and/or educational program, usually for a period of three months, depending on client need and circumstances. No supplemental billing permitted of client above client's 10% share of Level 4 rate.

- a. The level system allows clients in early recovery to focus on their treatment. They then gradually transition to a focus on independent living and self-sufficiency. Contractor shall not be reimbursed by County for housing unless an authorization is on file. Contractor will submit a request for reauthorization in writing to the County Department which funds the client's housing no later than 5 business days prior to expiration date of the current authorization period. Contractor to follow the Recovery Residences Guidelines developed by the County in accordance with SUBG regulations and participate in inspections as directed by the County:
- c. 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
 - v. 13920 Greenhorn Rd, Grass Valley, CA 95949
 - vi. 225 Colfax Ave, Grass Valley, CA, 95945

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMON PURPOSE

The maximum payments from County to Contractor shall not exceed \$4,342,533 for the term of July 1, 2025 through June 30, 2026.

Projected Summary of Compensation:

| Program | Contract Maximum |
|--|--------------------|
| DMC-ODS Residential Services | \$1,302,778 |
| Outpatient Substance Use Disorder Services Including Drug Medi-Cal (for BH, Probation and DSS referred participants) | \$2,617,755 |
| Performance Incentives | \$60,000 |
| Probation Referred Participants (Non-DMC) | \$50,000 |
| Recovery Residences | \$425,000 |
| Facility Maintenance-Bost House | \$12,000 |
| Total | \$4,467,533 |

| Direct Service Staff By Discipline | Hourly Rate | Average Productivity |
|--|-------------|----------------------|
| Physicians Assistant | \$401.02 | 40% |
| Nurse Practitioner | \$444.63 | 40% |
| RN | \$363.20 | 40% |
| MD (typically in SUD system of Care) | \$623.28 | 50% |
| Psychologist/Pre-licensed Psychologist | \$359.60 | 40% |
| LPHA/Intern or Waivered LPHA (MFT, LCSW, LPCC) | \$322.06 | 40% |
| Alcohol and Drug Counselor | \$238.73 | 50% |
| Peer Recovery Specialist | \$250.10 | 35% |

Drug Medi-Cal ODS Residential Services \$2,002,778

| Residential Services - Bost House | Rate |
|--|----------|
| Withdrawal Management 3.2 (Includes Room & Board amount of \$37.89 per day) | \$263.26 |
| Residential Services 3.1 (Includes Room & Board amount of \$37.89 per day) | \$190.09 |
| Residential Services 3.5 (Includes Room & Board amount of \$37.89 per day) | \$225.66 |

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) | \$700 |
| Concerned Party Interview (as part of assessment) | \$150 |
| Therapy (Marriage & Family Therapist) (1 hour) | \$175 |
| Anger Management Assessment (written) | \$ 350 |
| Anger Management (Adult Men, Adult Women): | |
| 3 month program | \$600 |
| 6 month program | \$1,200 |
| 12 month program | \$2600 |

Recovery Residences

| | |
|---------|---------------|
| Level 1 | \$36.11 daily |
| Level 2 | \$18.06 daily |
| Level 3 | \$9.02 daily |
| Level 4 | \$3.61 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 | \$36.11 |
| Level 2 | \$18.06 |
| Level 3 | \$9.02 |
| Level 4 | \$3.61 |

County will reimburse Contractor for start-up expenses incurred for opening an additional recovery residence facility up to \$15,000.

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: Implement ASAM 4.0 as it relates to residential treatment and the integration with level 3.5 care. Successfully bill for an integrated 3.5 level of care and provide an updated

Common Purpose program manual showing the language has been updated for ASAM 4.0 as it pertains to the integration of residential treatment with level 3.5 care. \$20,000.

Incentive 2: For three consecutive months ensure 100% of individuals entering into a recovery residence who identify as homeless are entered into HMIS within 7 days of entering a recovery residence. \$20,000

Incentive 3: Increase the percentage of individuals linked to outpatient treatment within 30 days of their discharge from residential treatment to 80%. \$20,000

Lovett/Bost House

Contractor will not be charged rent for the use of the facility but will be required to contribute \$1,800 per month towards deferred maintenance and repair of the facility.

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.