# AMENDMENT #1 TO THE CONTRACT WITH COMMON GOALS, INC. (Res 22-305)

**THIS AMENDMENT** is executed this <u>July 11, 2023</u>, 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 June 28, 2022 per Resolution RES 22-305; and

**WHEREAS**, the Contractor provides 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 \$955,791 to \$1,065,791 (an increase of \$110,000) 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 June 1, 2023.
- 2. That Maximum Contract Price, shall be amended to the following: \$1,065,791
- 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:	CONTRACTOR:
By:	Ву:
Edward Scofield	Common Goals, Inc.
Chair of the Board of Supervisors	256 Buena Vista, Suite 100
	Grass Valley, CA 95945
ATTEST:	
By:	
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 \$1,065,791 for the term of July 1, 2022 through June 30, 2023.

#### **Summary of Compensation:**

Outpatient Substance Use Disorder Services Including Drug Medi-Cal (for BH, Probation and DSS referred participants)	\$1,015,791
Probation Referred Participants (Non-DMC)	\$50,000
Total maximum compensation	\$1,065,791

#### **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 22/23:

Common Goals SUD Services Calculation of Estimated Units			
	Interim		
Type of Service	Rate		
Outpatient Drug Free	3.05		
Intensive Outpatient (IOT)	3.05		
Recovery and Case Management Services	3.05		
Physician Consultation	3.05		
Target Annual Billable Svc \$	1,015,791		
Target Annual Billable Units	333,046		
Target Monthly Billable Svc \$	84,649		
Target Monthly Billable Units	27,754		
Total Contract Amount	1,015,791		

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:

Common Goals Medi-Cal Estimate	1.0 Outpatient Treatment Services	2.1 Intensive Outpatient Treatment	Recovery Services	Case Management	Total Cost
Personnel Services					
Salary and Wages*	419,921.00	101,799.03	12,724.88	101,799.03	636,243.94
Employee Benefits*	43,762.18	10,609.01	1,326.13	10,609.01	66,306.34
Equipment, Materials and Supplies					
Depreciation - Equipment	0.00	0.00	0.00	0.00	0.00
Maintenance - Equipment	3,644.67	883.56	110.44	883.56	5,522.23
Medical, Dental and Laboratory Supplies	0.00	0.00	0.00	0.00	0.00
Membership Dues	1,214.89	294.52	36.81	294.52	1,840.74
Rent and Lease Equipment	1,214.89	294.52	36.81	294.52	1,840.74
Clothing and Personal Supplies	0.00	0.00	0.00	0.00	0.00
Food and Lodging	1,959.50	475.03	59.38	475.03	2,968.94
Laundry Services and Supplies	0.00	0.00	0.00	0.00	0.00
Small Tools and Instruments	1,214.89	294.52	36.81	294.52	1,840.74
Training	2,429.78	589.04	73.63	589.04	3,681.49
Miscellaneous Supplies	0.00	0.00	0.00	0.00	0.00
Operating Expenses	0.00	0.00	0.00	5.55	3.33
Communications	12,044.40	2,919.85	364.98	2,919.85	18,249.09
Depreciation - Structures and Improvements	0.00	0.00	0.00	0.00	0.00
Household Expenses	0.00	0.00	0.00	0.00	0.00
Insurance	7,511.42	1,820.95	227.62	1,820.95	11,380.94
Interest Expense	10,934.01	2,650.67	331.33	2,650.67	16,566.69
Lease Property Maintenance, Structures, Improvements and Grounds	2,429.78	589.04	73.63	589.04	3,681.49
Maintenance - Structures, Improvements, and Grounds	2,429.78	589.04	73.63	589.04	3,681.49
Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00
Office Expense	10,548.65	2,557.25	319.66	2,557.25	15,982.80
Publications and Legal Notices	607.45	147.26	18.41	147.26	920.37
Rents & Leases - Land, Structure, and Improvements	45,721.68	11,084.04	1,385.51	11,084.04	69,275.28
Taxes and Licenses	1,822.34	441.78	55.22	441.78	2,761.11
Drug Screening and Other Testing	10,757.66	2,607.92	325.99	2,607.92	16,299.48
Utilities	8,504.23	2,061.63	257.70	2,061.63	
Other	0.00	0.00	0.00	0.00	12,885.20 0.00
	0.00	0.00	0.00	0.00	0.00
Professional and Special Services	0.00	0.00	0.00	0.00	0.00
Pharmaceutical	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Buprenorphine	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Disulfiram	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Naloxone	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Vivitrol	0.00	0.00	0.00	0.00	0.00
Non NTP Dosing - Acamprosate	0.00	0.00	0.00	0.00	0.00
Physician Consultation	9,797.50	2,375.15	296.89	2,375.15	14,844.70
Professional and Special Services	19,595.01	4,750.30	593.79	4,750.30	29,689.40
<u>Transportation</u>					
Transportation	3,037.23	736.30	92.04	736.30	4,601.86
Travel	2,429.78	589.04	73.63	589.04	3,681.49
Gas, Oil, & Maintenance - Vehicles	3,644.67	883.56	110.44	883.56	5,522.23
Rents & Leases - Vehicles	3,644.67	883.56	110.44	883.56	5,522.23
Depreciation - Vehicles	0.00	0.00	0.00	0.00	0.00
Other Costs					
Indirect Costs					
Grand Total Costs	630,822.06	152,926.56	19,115.82	152,926.56	955,791.00

# **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	\$30.33 daily
Level 2	\$15.17 daily
Level 3	\$7.58 daily
Level 4	\$3.03 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