



# **RESOLUTION No. 24-161**

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

**RESOLUTION APPROVING EXECUTION OF AMENDMENT 1 TO THE CONTRACT WITH COMMON PURPOSE FOR THE PROVISION OF RECOVERY RESIDENCE SERVICES FOR NEVADA COUNTY MEDI-CAL BENEFICIARIES INCREASE THE MAXIMUM CONTRACT PRICE FROM \$222,000 TO \$270,000 (AN INCREASE OF \$48,000) AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR FISCAL YEAR 2023/24 (RES 23-301)**

WHEREAS, on June 27, 2023, per Resolution 23-301, the Nevada County Board of Supervisors approved execution of the Professional Services Contract with Common Purpose for the provision of Recovery Residence services for the treatment of Substance Use Disorders for Drug Medi-Cal beneficiaries; and

WHEREAS, Contractor will provide expanded Recovery Residences for participants authorized by the County. Contractor currently maintains three Recovery Residences, and is looking to further expand capacity. Participants often access this resource after completion of residential treatment, as the environment provides an affordable, clean, and sober supported living space, free from any illicit drug and non-prescribed medication, while individuals rebuild their own housing and employment resources; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$222,000 to \$270,000 (an increase of \$48,000) 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 the Amendment 1 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 substance use disorders in the maximum amount of \$270,000 for the contract term of July 1, 2023, through June 30, 2024, 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.

Funds to be disbursed from account: 1589-40105-493-7831/521520; 1589-40105-493-7831/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of April 2024, 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.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: \_\_\_\_\_



Hardy Bullock, Chair

**AMENDMENT #1 TO THE CONTRACT WITH  
COMMON PURPOSE (Res 23-301)**

**THIS AMENDMENT** is executed this 23<sup>rd</sup> day of April 2024, 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 27, 2023 per Resolution RES 23-301; and

**WHEREAS**, the Contractor Provision of 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 increase the contract price from \$222,000 to \$270,000 (an increase of \$48,000) 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, 2024.
2. That Maximum Contract Price shall be amended to the following:  
\$270,000.
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: HL

Hardy Bullock

Chair of the Board

County of Nevada

CONTRACTOR:

By: John C. Duff III  
John C Duff III (Jul 8, 2024 15:26 PDT)

John C Duff III

President

Common Purpose

ATTEST:

By: Tine Mathiasen

Tine Mathiasen

Chief Deputy COB

County of Nevada

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**COMMON PURPOSE**

The maximum payments from County to Contractor shall not exceed \$270,000 for the term of July 1, 2023 through June 30, 2024.

**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	\$ 33.36
Level 2	\$ 16.69
Level 3	\$ 8.34
Level 4	\$ 3.33

**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

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

**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.