



# RESOLUTION No. 24-188

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

**RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 3 TO THE CONTRACT WITH RESTPADD INC, REDDING FOR THE PROVISION OF TWENTY-HOUR LOCKED ACUTE PSYCHIATRIC SERVICES FOR RESIDENTS OF NEVADA COUNTY WHO MEET CRITERIA FOR 5150 PLACEMENT TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$855,500 TO \$1,090,000 (AN INCREASE OF \$234,500) AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE CURRENT TERM OF JULY 1, 2022 THROUGH JUNE 30, 2025 AND DIRECTS THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH BUDGET FOR FISCAL YEAR 2023/24 (4/5 AFFIRMATIVE VOTE REQUIRED) (RES 22-246) (RES 22-601) (RES 23-099)**

WHEREAS, on June 14, 2022, per Resolution 22-246, the Nevada County Board of Supervisors approved execution of the renewal with Restpadd Inc, Redding to provide 24-hour locked acute psychiatric services for residents of Nevada County who meet criteria for 5150 and placement of this contract allows continuation of essential, mandated services for medically necessary inpatient services to eligible residents of Nevada County who have a mental illness and /or emotional disturbances that require acute psychiatric hospitalization services, which was amended on December 13, 2022, per Resolution 22-601 and was subsequently amended on March 14, 2023, per Resolution 23-099; and

WHEREAS, the parties desire to amend their agreement to increase the maximum contract price from \$855,500 to \$1,090,000 (an increase of \$234,500) due to an increased need for services to support people in an acute mental health crisis, and revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract amount.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 3 to the Professional Services Contract by and between the Restpadd Inc, Redding, for the provision of twenty-four hour locked acute psychiatric services for residents of Nevada County who meet criteria for 5150 placement in the maximum amount of \$1,090,000 for the contract term of July 1, 2022, through June 30, 2025, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the amendment on behalf of the County of Nevada and authorizes and directs the Auditor-Controller to release \$62,250 fund balance in Fund 1481 and amend Behavioral Health's budget as follows:

Fiscal Year 2023/24


Revenue:	1589 40110 493 8202 / 446250	\$62,250
	1589 40110 493 8202 / 474004	\$62,250
Expenditure:	1589 40110 493 8201 / 521520	\$124,500
	1481 40130 493 1000 / 550704	\$62,250

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 May 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 #3 TO THE CONTRACT BETWEEN THE COUNTY OF  
NEVADA BEHAVIORAL HEALTH DEPARTMENT AND RESTPADD, INC.  
(RES 22-246)(RES 22-601)(RES 23-099)**

**THIS AMENDMENT** is executed this 14<sup>th</sup> day of May 2023, by and between RESTPADD, 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 14, 2022 per Resolution No. 22-246, amended on December 13, 2022 per Resolution 22-601 and subsequently amended on March 14, 2023 per Resolution 23-099; and

**WHEREAS**, the Contractor provides provision of twenty-four hour locked Acute Psychiatric Services for residents of Nevada County who meet criteria for 5150 placement for the Nevada County Behavioral Health Department; and

**WHEREAS**, the parties desire to amend their Agreement to increase the contract price from \$855,500 to \$1,090,000 (an increase of \$234,500 for the entire contract term) and amend Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract.

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

1. That Amendment #3 shall be effective as of February 1, 2024.
2. That Maximum Contract Price shall be amended to the following:  
\$1,090,000.
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 of Supervisors

ATTEST:

By: Tine Mathiasen  
Tine Mathiasen  
Clerk of the Board

CONTRACTOR:

By: Kirt Edgar  
Kirt Edgar (Apr 30, 2024 16:43 PDT)  
Kirt Edgar  
Executive Director  
RESTPADD, Inc.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**RESTPADD, INC. - REDDING.**

The maximum amount of this contract shall not exceed \$1,090,000 for the entire contract term of July 1, 2022 through June 30, 2025, \$390,000 for FY 2022/23, \$350,000 for FY 2023/24 and \$350,000 for FY 2024/25.

COUNTY agrees for FY 2022/23 to pay at the all-inclusive rate of One Thousand Seventy Dollars (\$1,070.00) per day; for FY 2023/24 to pay at the all-inclusive rate of One Thousand One Hundred Two Dollars; for FY 2024/25 to pay at the all-inclusive rate of One Thousand One Hundred Thirty-Five Dollars for indigent and Medi-Cal patients who are 18 years old or older, excluding the day of discharge. Up to Four Hundred Dollars (\$400) a day acuity rate increase for additional staffing and cost of property damage by client on a case by case basis with approval required by County after review of documentation of need.

CONTRACTOR shall submit monthly to COUNTY, an invoice and supporting documentation as required by County. COUNTY shall pay CONTRACTOR at the established provisional rates within (30) days of receipt of monthly patient billing invoice supporting documentation, provided the contract amount has not been exceeded. Should the County be notified in writing that an adjustment to the rates has been made and the effective date of such adjustment, then County shall pay Contractor the adjusted rate.

CONTRACTOR is hereby informed that COUNTY payment may be delayed for lack of appropriate records and/or contents of those records required from CONTRACTOR in order to bill under Medi-Cal guidelines.

County shall bill clients according to their liability as established by County and/or any third party payors (e.g. Medi-Cal, Medicare, private insurance) identified by County.

Within ninety (90) days after the close of the fiscal year, CONTRACTOR shall provide COUNTY with an annual Cost Report in the appropriate format for submission to the State of California, Department of Health Care Services for Medi-Cal reimbursement.

Contractor shall remit invoices to:

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