

**AMENDMENT #2 TO THE CONTRACT BETWEEN THE COUNTY OF
NEVADA BEHAVIORAL HEALTH DEPARTMENT AND RESTPADD, INC.
(RES. 22-246)(RES 22-601)**

THIS AMENDMENT is executed this 14th day of March 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 and amended on December 13, 2022 per Resolution 22-601; 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 \$235,000 to \$855,500 (an increase of \$620,500 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 #2 shall be effective as of February 1, 2023.
2. That Maximum Contract Price shall be amended to the following:
\$855,500.
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: _____
Edward Scofield
Chair of the Board of Supervisors

CONTRACTOR:

By: _____
RESTPADD, Inc.
2750 Eureka Way
Redding, CA 96001

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board

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

The maximum amount of this contract shall not exceed \$855,500 for the entire contract term of July 1, 2022 through June 30, 2025, \$390,000 for FY 2022/23, \$225,500 for FY 2023/24 and \$240,000 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