

**AMENDMENT #2 TO THE CONTRACT WITH
RESTPADD HEALTH CORP., RED BLUFF (Res 22-303)(Res 22-602)**

THIS AMENDMENT is executed this 12th day of March 2024 by and between RESTPADD HEALTH CORP., RED BLUFF, 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 22-303, amended on December 13, 2022 per Resolution 22-602; and

WHEREAS, the Contractor operates a 24-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 \$925,000 to \$1,325,000 (an increase of \$400,000,\$200,000 each for Fiscal Year 2023/24 and 2024/25) due to unexpected increased need 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 #2 shall be effective as of February 1, 2024.
2. That Maximum Contract Price, shall be amended to the following:
\$1,325,000.
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: _____
Hardy Bullock
Chair of the Board of Supervisors

ATTEST:

By: _____
Clerk of the Board

CONTRACTOR:

By: _____
Restpadd Health Corp.
925 Walnut Street
Red Bluff, CA 96080

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
Restpadd Health Corp-Red Bluff

The maximum amount of this contract shall not exceed \$925,000 for the entire contract term of July 1, 2022 through June 30, 2025, \$525,000 for FY 2022/23, \$400,000 for FY 2023/24 and \$400,000 for FY 2024/25.

COUNTY agrees to pay at the all-inclusive rate of One Thousand, Seventy Dollars (\$1,070) per day for indigent and Medi-Cal patients who are 18 years old or older, excluding the day of discharge. The all-inclusive daily rate for patients under the age of 18 years is One Thousand, Three Hundred, Fifty One Dollars (\$1,351) per day.

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