

**AMENDMENT NO. 1 TO THE CONTRACT WITH
RESTPADD HEALTH CORP. (PESN3883)**

THIS AMENDMENT is dated this 22nd day of October, 2019 by and between RESTPADD HEALTH CORP., 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 Personal Services Contract, as approved on September 26, 2019, per Purchase Order No. PESN3883.

WHEREAS, the County has contracted with Contractor to provide 24-Hour locked acute psychiatric services for residents of Nevada County who meet criteria for 5150 placement for the contract term of July 1, 2019 through June 30, 2020; and

WHEREAS, the parties desire to amend their agreement to increase the Maximum Contract Price from \$25,000 to \$125,000 (an increase of \$100,000) due to an unanticipated increase in services and to revise 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 No. 1 shall be effective as of July 1, 2019.
2. That Section (§2) Maximum Contract Price, shall be changed to the following:
\$125,000.
3. That Exhibit “B”, “Schedule of Charges and Payments”, shall be revised to the amended Exhibit “B” as attached hereto and incorporated herein.
4. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: _____
Honorable Richard Anderson
Chair of the Board of Supervisors

CONTRACTOR:

By: _____
Mark Montgomery, PsyD
Administrator
925 Walnut Street
Red Bluff, California 96080

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
RESTPADD HEALTH CORP.

The maximum amount of this contract shall not exceed \$125,000 for the entire contract term.

COUNTY agrees to pay at the all-inclusive rate of Nine Hundred Dollars (\$940.00) 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, Two Hundred and Forty Dollars (\$1,240.00) 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