



RESOLUTION No. 24-444

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

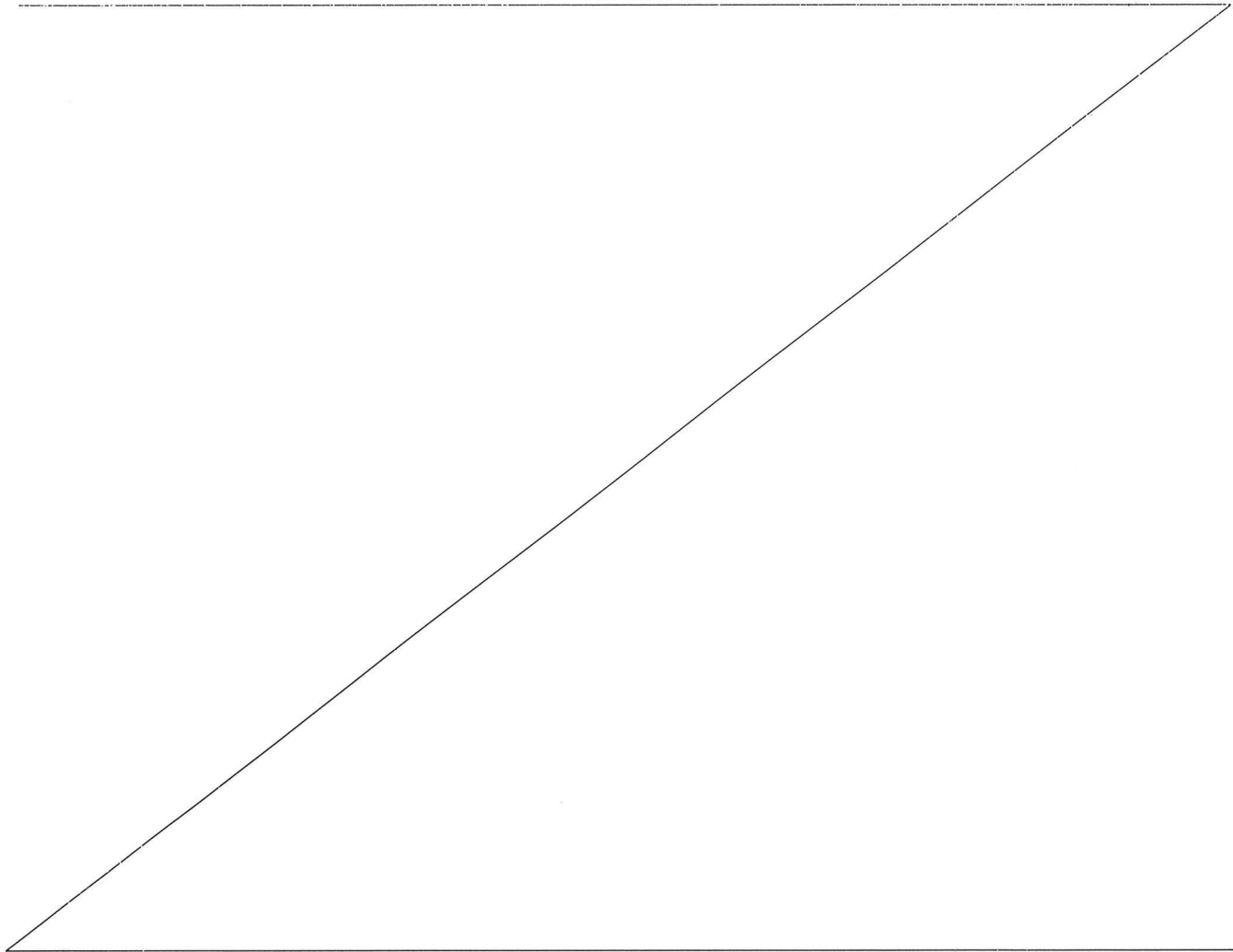
RESOLUTION APPROVING EXECUTION OF AMENDMENT 4 TO THE CONTRACT WITH RESTPADD HEALTH CORP., RED BLUFF, FOR THE PROVISION OF 24-HOUR LOCKED ACUTE PSYCHIATRIC SERVICES FOR RESIDENTS OF NEVADA COUNTY WHO MEET CRITERIA FOR 5150 PLACEMENT TO INCREASE THE MAXIMUM CONTRACT FROM \$1,525,000 TO \$2,000,000 (AN INCREASE OF \$675,000 BROKEN DOWN TO \$30,000 FOR FISCAL YEAR 2023/24 AND \$645,000 FOR FISCAL YEAR 2024/25) AND REVISE EXHIBIT "B" FOR THE TERM OF JULY 1, 2022, THROUGH JUNE 30, 2025, AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE BEHAVIORAL HEALTH BUDGET FOR FISCAL YEAR 2024/25 (4/5 AFFIRMATIVE VOTE REQUIRED) (RES 22-303)(RES 22-602)(RES 24-100)(RES 24-274)

WHEREAS, on June 28, 2022, per Resolution 22-303, the Nevada County Board of Supervisors authorized the execution of the Professional Services Contract between the County of Nevada and Restpadd Health Corp., Red Bluff, to provide 24-hour locked acute psychiatric services for residents of Nevada County who meet criteria for 5150 placement which was amended on December 13, 2022 per Resolution 22-602, amended March 12, 2024, per Resolution 24-100 and subsequently June 11, 2024, per Resolution 24-274; and

WHEREAS, the parties desire to amend their agreement to increase the Maximum Contract Price from \$1,525,000 to \$2,000,000 (an increase of \$675,000 broken down to \$30,000 for fiscal year 2023/24 and \$645,000 for fiscal year 2024/25) due to unexpected increased need, 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. 4 by and between the Restpadd Health Corp., Red Bluff, for the provision of 24-hour locked acute psychiatric services for residents of Nevada County who meet criteria for 5150 placement in the maximum amount of \$2,000,000 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 \$322,500 fund balance in Fund 1481 and amend Behavioral Health's budget as follows:

Fiscal Year 2024/25		
Revenue:	1589 40110 493 8201 / 446250	\$ 393,450
	1589 40110 493 8201 / 474004	\$ 251,550
Expenditure:	1589 40110 493 8201 / 521520	\$ 645,000
	1481 40130 493 1000 / 550704	\$ 251,550



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 20th day of August 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 #4 TO THE CONTRACT WITH
RESTPADD HEALTH CORP., RED BLUFF
(Res 22-303)(Res 22-602)(Res 24-100)(Res 24-274)**

THIS AMENDMENT is executed this 20th day of August 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, amended on March 12, 2024 per Resolution 24-100 and amended on June 11, 2024; and

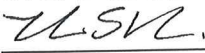
WHEREAS, the Contractor operates a 24-hour locked Acute Psychiatric Services for residents of Nevada County who meet criteria for 5150 placement for the Nevada County Behavioral Health Department.; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$1,525,000 to \$2,000,000 (an increase of \$675,000 broken down to \$30,000 for Fiscal Year 2023/24 and \$645,000 for Fiscal Year 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 #4 shall be effective as of June 15, 2024.
2. That Maximum Contract Price, shall be amended to the following:
\$2,000,000.
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

CONTRACTOR:

By: 
Bill Hunt (Aug 12, 2024 15:38 PDT)
Restpadd Health Corp.
925 Walnut Street
Red Bluff, CA 96080

ATTEST:

By: 
Clerk of the Board

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

The maximum amount of this contract shall not exceed \$2,000,000 for the entire contract term of July 1, 2022 through June 30, 2025, \$525,000 for FY 2022/23, \$530,000 for FY 2023/24 and \$945,000 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