

**AMENDMENT NO. 2 TO THE CONTRACT WITH RESTPADD HEALTH CORP.
(PESN3883; RES. 19-559)**

THIS AMENDMENT is dated this 23rd day of June, 2020 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, and which was subsequently amended on October 22, 2019 per Resolution No. 19-559.

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 1) revise Exhibit "A", "Schedule of Services" to include updated language; 2) extend the Contract Termination Date from June 30, 2020 to June 30, 2021; 3) increase the Maximum Contract Price from \$125,000 to \$402,100 for the extended Contract Termination Date. Increasing the FY 19/20 annual amount from \$125,000 to \$277,100 (an increase of \$152,100) due to an unanticipated increase in services and adding \$125,000 for FY 20/21; and 4) to revise Exhibit "B" "Schedule of Charges and Payments", to reflect the increase in the maximum contract price and updated rate structure.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment No. # 2 shall be effective as of March 1, 2020.
2. That Exhibit "A", "Schedules of Service", shall be revised to the amended Exhibit "A" as attached hereto and incorporated herein.
3. That Section (§2) Maximum Contract Price, shall be changed to the following:
\$402,100
4. That Sections (§3) Contract Termination Date, shall be changed to the following:
6/30/2021.
5. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
6. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By: _____
Honorable Heidi Hall
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 "A"
SCHEDULE OF SERVICES
RESTPADD HEALTH CORP.

CONTRACTOR shall provide 24-hour locked Acute Psychiatric Services for residents of Nevada County who meet criteria for 5150 placement for the Nevada County Behavioral Health Department.

1. SERVICES TO BE PROVIDED

FEE FOR SERVICE ACCESS:

CONTRACTOR shall provide COUNTY access to bed space on a first come, first serve "Fee for Service" basis. COUNTY's primary facility of placement will be at CONTRACTOR's Psychiatric Health Facility located at 925 Walnut St. Red Bluff, CA which provides acute psychiatric services in a 16-bed licensed Psychiatric Health Facility (PHF).

The COUNTY is eligible to receive Medi-Cal reimbursement from the State of California, Department of Mental Health for these bed days. COUNTY may place either male or female patients at CONTRACTOR's psychiatric health facilities (PHF).

The County Mental Health Managed Care Plan will determine the appropriateness of placement based on clinical medical necessity criteria. CONTRACTOR will make every reasonable effort to arrange its occupied bed days to permit COUNTY to place a patient at any time in accordance with agreed upon admission criteria.

2. PERSONNEL

- a. CONTRACTOR shall furnish such qualified professional personnel as prescribed by Title 9 of the California Administrative Code for the type of services described in Program Description attached.
- b. CONTRACTOR'S personnel shall have the appropriate State licensure for their given profession. CONTRACTOR shall provide copies of current licensure for all clinical staff to COUNTY within thirty (30) days of execution of this Agreement or date of employment/renewal.

3. DIRECTION, SUPERVISION, MONITORING, AND REVIEW

Pursuant to WIC Section 5608, services hereunder shall be provided by CONTRACTOR under the general supervision of the County Director of Mental Health, or authorized designee, hereinafter referred to as "DIRECTOR." DIRECTOR shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons to be served.

4. LICENSING REQUIREMENTS

CONTRACTOR shall comply with all necessary county or state licensing requirements and must obtain appropriate licenses and display in a location that is reasonably conspicuous. CONTRACTOR shall abide by the Short-Doyle Act (Welfare and Institutions Code, Division 5, Part II, Section 5600 et seq.), Title 9, and Title 22 of the California Administrative Code, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Mental Health Policy Letters.

CONTRACTOR shall furnish COUNTY within thirty (30) days of execution of this Agreement:

- a. A Program Schedule
- b. Treatment Staff Roster (including license number or evidence of credentialing)

5. CLINICAL RECORDS

CONTRACTOR shall maintain adequate records. Patient records must comply with all appropriate state and federal requirements. Individual records shall contain intake information, interviews and progress notes. Program records shall contain details adequate for the evaluation of the service.

- CONTRACTOR shall provide COUNTY with required records for billing purposes, utilization review, and other purposes as Authorization of Inpatient Services require that the patient meets Medical Necessity for Inpatient Reimbursement, which is confirmed by receiving daily documentation. The County shall not be financially responsible for any 5150-referral hospitalized that does not meet medical necessity criteria for an Inpatient Hospitalization or Administrative Day per California Department of Health Care Services Informational Notice No. 19-026, Authorization of Specialty Mental Health Services, specifically requirements of Concurrent Review for Psychiatric Inpatient Hospitalization, without prior authorization by County Behavioral Health Hospital Liaison or designee.

6. QUALITY ASSURANCE

CONTRACTOR shall notify COUNTY of any and all special incidents involving a County placement within 24 hours of the incident. All special incidents are reviewed by the County's Quality Improvement Committee and any recommendations will be forwarded both to the County's Director and the CONTRACTOR'S Chief Executive Officer.

CONTRACTOR shall furnish COUNTY with a copy of its Quality Assurance Policies and Procedures and its Client Complaint/Grievance Procedure within thirty (30) days of execution of this Agreement.

CONTRACTOR shall be liable for DHCS audit exceptions due to inadequate documentation as per medical necessity documentation requirements and not actual medical necessity and shall reimburse COUNTY for any recoupments ordered by the State within sixty (60) days of the date of the State's or COUNTY's notice of recoupment order. If CONTRACTOR fails to reimburse the COUNTY within the time period, the COUNTY may offset the unpaid amount against any sums due from COUNTY to CONTRACTOR pursuant to this Agreement or any other agreement or obligation.

Transportation from COUNTY to hospital and upon discharge from the hospital to COUNTY will be the responsibility of and expense of COUNTY. All aftercare arrangements will be the responsibility of the COUNTY. COUNTY, before transporting and admitting a patient into the hospital will make prior arrangement with CONTRACTOR and obtain permission for admission. It is further understood and agreed that COUNTY will arrange for transportation back to COUNTY of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that COUNTY refers to CONTRACTOR.

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

The maximum amount of this contract shall not exceed \$402,100 for the entire contract term. The contract amount shall not exceed \$277,100 for Fiscal Year 2019/20 and \$125,000 for Fiscal Year 2020/21.

COUNTY agrees for FY 2019/20 to pay at the all-inclusive rate of Nine Hundred Forty 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.

COUNTY agrees for FY 2020/21 to pay at the all-inclusive rate of Nine Hundred Seventy Dollars (\$970.00) 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 Seventy-Five Dollars (\$1,275.00) per day. 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