



# **RESOLUTION No. 22-466**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

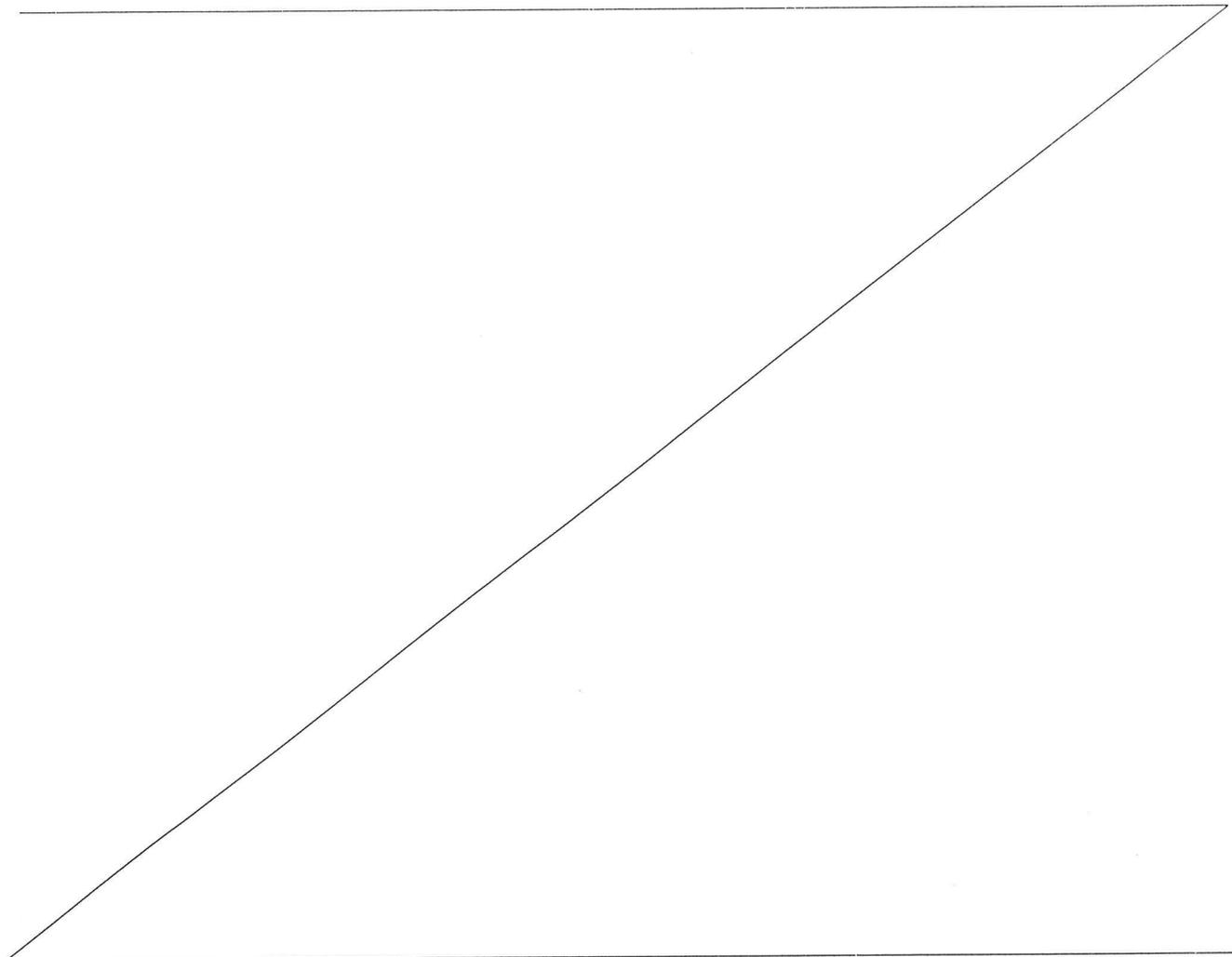
**RESOLUTION APPROVING EXECUTION OF AMENDMENT 1 TO THE CONTRACT WITH RESTPADD INC, REDDING FOR THE PROVISION OF 24-HOUR LOCKED ACUTE PSYCHIATRIC SERVICES FOR RESIDENTS OF NEVADA COUNTY WHO MEET CRITERIA FOR 5150 PLACEMENT TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$50,000 TO \$55,000 (AN INCREASE OF \$5,000) AND REVISING EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE TERM OF MAY 1, 2021 THROUGH JUNE 30, 2022 (PESP4359)**

WHEREAS, on September 22, 2021, per Purchasing Order PESP4359, the Nevada County Purchasing Agent authorized the execution of the Professional Services Contract between the County of Nevada and Restpadd Inc, Redding to provide 24-hour locked acute psychiatric services for residents of Nevada County who meet criteria for 5150 placement; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$50,000 to \$55,000 (an increase of \$5,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract. The utilization of this contract increased substantially in May and June. The exact amount was not known until receipt of the final invoice for Fiscal Year 2021/22 which we now have.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment 1 to the Professional Services Contract by and between Restpadd Inc, Redding, 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 \$55,000 for the contract term of May 1, 2021 through June 30, 2022, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40110-493-8202/521520.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of September, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,  
Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

\_\_\_\_\_  
Susan K. Hoek, Chair

9/13/22 cc: BH\*  
AC\* (Hold)

9/22/2022 cc: BH\*  
AC\*(release)  
Restpadd, Inc.\*

**AMENDMENT #1 TO THE CONTRACT WITH  
RESTPADD, INC. (PESP4359)**

**THIS AMENDMENT** is executed this 13<sup>th</sup> day of September 2022 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 September 22, 2021 per Purchase Order No. PESP4359; and

**WHEREAS**, the Contractor provides provision of 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 \$50,000 to \$55,000 (an increase of \$5,000) 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 #1 shall be effective as of June 1, 2022.
2. That Maximum Contract Price, shall be amended to the following:  
\$55,000
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: *Susan Hoek*  
Susan Hoek (Sep 22, 2022 09:46 PDT)  
Susan Hoek  
Chair of the Board of Supervisors

CONTRACTOR:

By: *Kirt Edgar*  
Kirt Edgar (Sep 21, 2022 14:16 PDT)  
RESTPADD, Inc.  
2750 Eureka Way  
Redding, California 96001

ATTEST:

By: *Julie Patterson-Hunter*  
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 \$55,000 for the entire contract term of May 1, 2021 through June 30, 2022.

COUNTY agrees for FY 2021/22 to pay at the all-inclusive rate of One Thousand and Ten Dollars (\$1,010.00) per day 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