



# RESOLUTION No. 21-155

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

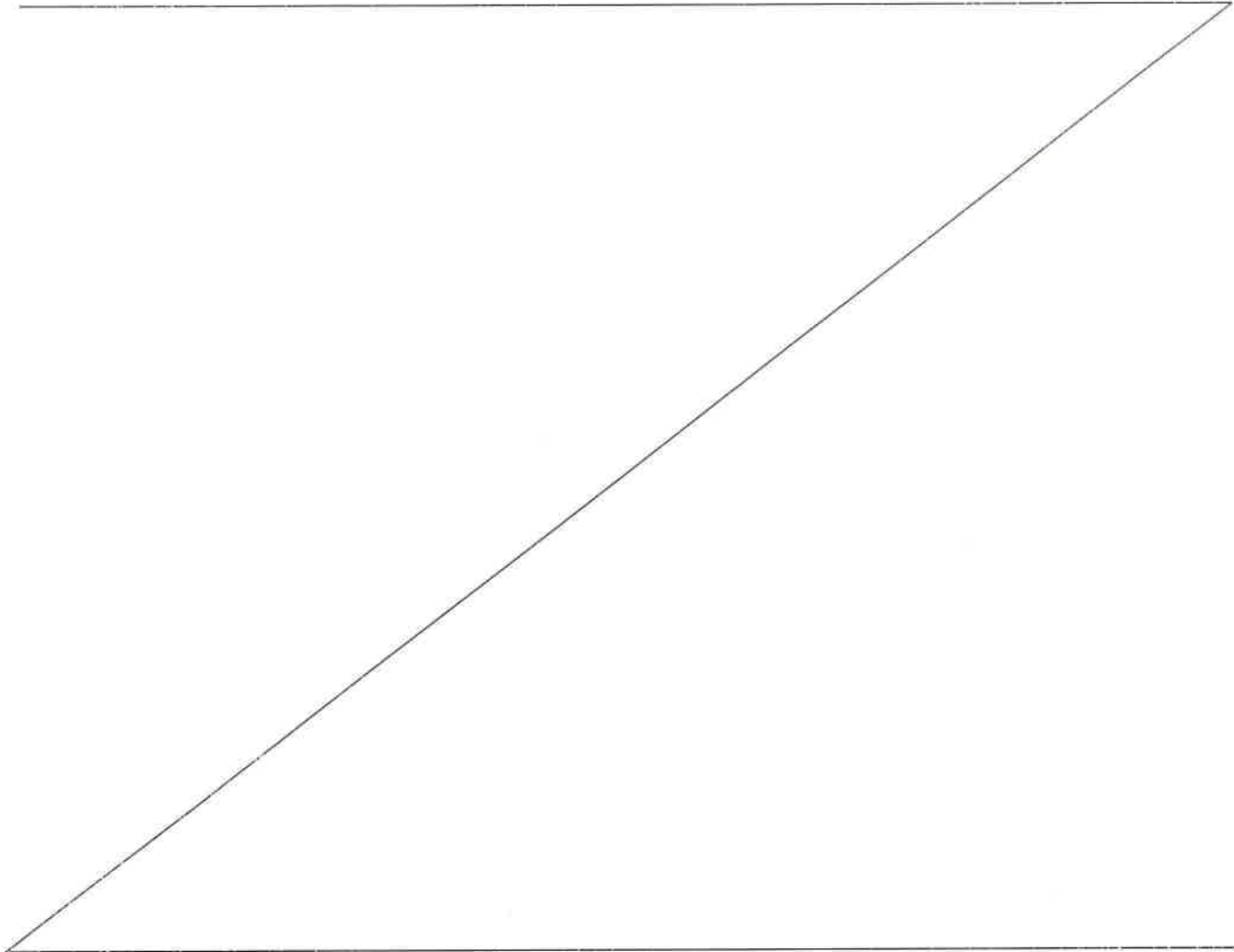
**RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 5 TO THE RENEWAL CONTRACT WITH RESTPADD HEALTH CORP. FOR THE PROVISION OF 24-HOUR LOCKED ACUTE PSYCHIATRIC SERVICES FOR RESIDENTS OF NEVADA COUNTY WHO MEET CRITERIA FOR 5150 PLACEMENT TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$589,180 TO \$732,180 (AN INCREASE OF \$143,000) DUE TO AN INCREASE IN SERVICES IN FY 20/21. (PURCHASE ORDER NO. PESN3883; RES. 19-559; RES. 20-231; RES. 20-323, RES 20-488)**

WHEREAS, per Purchase Order Number PESN3883 the Nevada County Purchasing Agent approved a contract with Restpadd Health Corp. to provide 24-hour locked acute psychiatric services for residents of Nevada County who meet criteria for 5150 placement and subsequently amended on October 22, 2019 per Resolution No. 19-559; and subsequently amended on June 23, 2020 per Resolution No. 20-231; and subsequently amended on July 28, 2020 per Resolution No. 20-323, and subsequently amended on November 17, 2020 per Resolution No. 20-488; and

WHEREAS, the parties desire to amend their agreement to increase the maximum contract price due to an unanticipated increase in services and to amend Exhibit "B", "Schedule of Charges and Payments", to reflect the increase in the maximum contract price for the contract term of July 1, 2019 to June 30, 2021.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 5 to the Personal Services Contract by and between the County of Nevada and Restpadd Health Corp. pertaining to 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 \$589,180 to \$732,180 (an increase of \$143,000) and to amend Exhibit "B" Schedule of Charges and Payments to reflect an increase in the maximum contract price for the contract term of July 1, 2019 through June 30, 2021, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute Amendment No. 5 on behalf of the County of Nevada.

Funds to be disbursed from account 1589-40110-493-8201/521520.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of May, 2021, 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: 

  
\_\_\_\_\_  
Dan Miller, Chair

5/25/2021 cc: BH\* (HOLD)  
AC\*  
RHC\*

5/26/2021 cc: BH\*  
AC\* (Release)  
RHC\*

**AMENDMENT NO. 5 TO THE CONTRACT WITH RESTPADD HEALTH CORP.  
(PESN3883; RES. 19-559, RES. 20-231; RES. 20-323; RES 20-488)**

**THIS AMENDMENT** is dated this 25th day of May, 2021 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; amended again on June 23, 2020 per Resolution No. 20-231; amended again on July 28, 2020 per Resolution No. 20-323; and amended again on Novmebr 17, 2020 per Resolution No. 20-488.

**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, 2021; and

**WHEREAS**, the parties desire to amend their agreement to increase the Maximum Contract Price from \$589,180 to \$732,180, increasing the FY 20/21 annual amount from \$310,000 to \$453,000 (an increase of \$143,000) due to an unanticipated increase in services; and 2) and 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. # 5 shall be effective as of March 1, 2021.
2. That Section (§2) Maximum Contract Price, shall be changed to the following:  
\$732,180
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:   
Dan Miller (May 26, 2021 11:24 PDT)  
Honorable Dan Miller  
Chair of the Board of Supervisors

CONTRACTOR:

By:   
Mark Montgomery, Psy.D (May 26, 2021 10:31 PDT)  
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 \$732,180 for the entire contract term. The contract amount shall not exceed \$279,180 for Fiscal Year 2019/20 and \$453,000 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