

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF TEHAMA
AND
RESTPADD, INC.**

This Amendment #2 to Agreement #2021-163 commencing on July 1, 2021, and it's first Amendment (Miscellaneous Agreement#2021-225), by and between the County of Tehama through its Health Services Agency ("County") and Restpadd, Inc. a California S-corporation ("Contractor") for the purpose of psychiatric inpatient services, shall be amended to reflect observation charge, increase the Maximum Compensation amount, and extend the agreement termination date. The agreement shall be amended as follows:

Exhibit A will be replaced in its entirety, attached and incorporated herein.

Section 4. Compensation, will be replaced in its entirety as set forth below:

4. COMPENSATION

County shall compensate Contractor for services rendered pursuant to the rates established in Exhibit A attached hereto and made a part hereof.

The total maximum compensation payable to Contractor under this agreement shall not exceed Six Hundred Thousand dollars and no cents (\$600,000) in any one fiscal year (July - June) and shall not exceed the maximum compensation of Two Million Four Hundred Thousand Dollars and no cents (\$2,400,000).

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

Section 6. Term of Agreement, will be replaced in its entirety as set forth below:

6. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2021, and shall terminate on June 30, 2025, unless terminated earlier as provided herein.

It is mutually agreed that all other terms and conditions of Agreement #2021-163 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 10-12-22 Jayme S. Bottke
Jayme S. Bottke, Executive Director

Date: 10/11/2022 Brett A.
Brett Heathorn, Controller

Date: 10/11/22 Robert "Kirt" Edgar
Robert "Kirt" Edgar, Administrator

119576
Vendor Number

EXHIBIT A – Rates
Per Patient / Per Day

County shall pay at the all-inclusive rate of \$1,070.00 per day for Fiscal Year (FY) 2022/2023, \$1,102.00 per day for FY 2023/2024, and \$1,135.00 per day for FY 2024/2025 for each County patient admitted to Contractor's facility, excluding the day of discharge.

The all-inclusive rate, as described above, is to be the only payments made by Tehama County Health Services Agency for inpatient services provided to beneficiaries hereunder.

An additional \$400 per client, per day will be charged to COUNTY for increased levels of observations (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with COUNTY.

The all-inclusive rate, as described above, is to be the only payments made by Tehama County Health Services Agency for inpatient services provided to beneficiaries hereunder.

Host County Rate Parity

Notwithstanding any other provision of this Exhibit "A", in the event that the rates charged by Restpadd, Inc. to Shasta County are adjusted during the term of this agreement (whether increased or decreased), Contractor shall notify County within fifteen (15) days of receiving notice of such adjustment from Shasta County. Commencing thirty (30) days after County's receipt of notice from Restpadd, Inc., County shall compensate Restpadd, Inc. at rates equal to the adjusted rates charged to Shasta County.

End of Exhibit A