

**FIRST AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
RESTPADD INC.  
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2021**

This First Amendment to the Professional Services Agreement dated August 20, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Restpadd Inc., a California for-profit mental health service organization, hereinafter referred to as "CONTRACTOR," is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Behavioral Health, desired to provide certain inpatient psychiatric services to eligible Medi-Cal Beneficiaries residing in Humboldt County; and

WHEREAS, on August 20, 2019, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such inpatient psychiatric services to eligible Medi-Cal Beneficiaries residing in Humboldt County; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to extend the term thereof, increase the maximum amount payable thereunder and adjust the rates of compensation, and modify the execution requirements, set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 – Term of the Professional Services Agreement is hereby amended to read as follows:

2. TERM:

This Agreement shall begin on July 1, 2019 and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

2. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for the psychiatric inpatient services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Ten Thousand Nine Hundred Twenty Dollars (\$210,920.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Ten Thousand Nine Hundred Twenty Dollars (\$110,920.00) for fiscal year 2019-2020 and One Hundred Thousand Dollars (\$100,000.00) for fiscal year 2020-2021. CONTRACTOR agrees to perform all services required hereunder for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

- B. Rate of Compensation. COUNTY shall compensate CONTRACTOR for the psychiatric inpatient services provided pursuant to the terms and conditions of this Agreement at the all-inclusive reimbursement rate of Nine Hundred Forty Dollars (\$940.00) per day, per Beneficiary, for fiscal year 2019-2020 and Nine Hundred Seventy (\$970.00) per day, per Beneficiary, for fiscal year 2020-2021. COUNTY hereby reserves the right to renegotiate the reimbursement rates set forth herein. Any and all renegotiated reimbursement rates shall be documented in writing and made a part of this Agreement in accordance with the amendment provisions set forth herein. CONTRACTOR may submit written requests for rate changes to COUNTY, as necessary, with a frequency of not more than one (1) time per year.
- C. Services Provided Upon Admission and Discharge. COUNTY shall compensate CONTRACTOR for psychiatric inpatient services provided to a Beneficiary on the first (1<sup>st</sup>) day of hospitalization. However, CONTRACTOR shall not be compensated for costs incurred from the provision of psychiatric inpatient services to a Beneficiary on the day of discharge.
- D. Additional Services. Any additional services not otherwise set forth herein, shall not be rendered by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. CONTRACTOR is responsible for ensuring that the total amount claimed for the psychiatric inpatient services provided pursuant to the terms and conditions of this Agreement does not exceed the maximum payable amount set forth herein. Any and all unauthorized costs and expenses incurred by CONTRACTOR above the maximum amount payable set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

3. Section 54 – Counterpart Execution of the Professional Services Agreement is hereby amended to read as follows:

54. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

4. Except as modified herein, the Professional Services Agreement dated August 20, 2019 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**RESTPADD INC.:**

By: Staci Ross  
Staci Ross  
Administrator/Clinical Director

Date: 5-18-2020

By: April Cordova  
April Cordova  
Controller/Director of Business Support Services

Date: 5/15/20

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Estelle Fennell  
Chair, Humboldt County Board of Supervisors

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: [Signature]  
Risk Management

Date: 5/19/2020