

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
RESTPADD INC.
FOR FISCAL YEARS 2017-2018 THROUGH 2018-2019**

This First Amendment to the Professional Services Agreement dated November 16, 2018, 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 25 day of June, 2019.

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

WHEREAS, on November 16, 2018, 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 increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

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

4. COMPENSATION:

A. Reimbursement Requirements. COUNTY will reimburse CONTRACTOR for specialty mental health services rendered to Beneficiaries pursuant to the terms and conditions of this Agreement, if the following requirements are met:

1. The Beneficiary is enrolled in, and eligible for benefits under, the California Medi-Cal Program at the time the claimed services are rendered by CONTRACTOR.
2. The claimed services are covered under COUNTY's Medi-Cal Managed Health Care Program according to the laws and regulations in effect at that time.
3. The claimed services meet the medical necessity criteria for specialty mental health services set forth in Chapter 11 of Title 9 of the California Code of Regulations ("C.C.R.").

B. Reimbursement Rates. Psychiatric inpatient services provided to Beneficiaries pursuant to the terms and conditions of this Agreement shall be reimbursed at the negotiated reimbursement rates set forth in Exhibit B – Schedule of Reimbursement Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

- C. Renegotiation of Reimbursement Rates. COUNTY hereby reserves the right to renegotiate the rates set forth in Exhibit B – Schedule of Reimbursement Rates. 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 shall submit to COUNTY written requests for rate changes, as necessary, with a frequency of not more than one (1) time per year.
 - D. Maximum Amount Payable. The maximum amount payable by COUNTY for psychiatric inpatient services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Seventy-Seven Thousand Dollars (\$77,000.00). In no event shall the maximum amount paid under this Agreement exceed Twenty-One Thousand One Hundred Twenty Dollars (\$21,120.00) for fiscal year 2017-2018 and Fifty-Five Thousand Eight Hundred Eighty Dollars (\$55,880.00) for fiscal year 2018-2019. CONTRACTOR agrees to perform all psychiatric inpatient services required by this Agreement 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.
 - E. Services Provided Upon Admission and Discharge. COUNTY shall compensate CONTRACTOR for psychiatric inpatient services provided on a Beneficiary's first day of hospitalization. However, CONTRACTOR shall not be compensated by COUNTY for costs incurred from the provision of psychiatric inpatient services to Beneficiaries on the day of discharge.
 - F. Additional Services. Any additional services not otherwise provided for herein, shall not be rendered by CONTRACTOR, or compensated by COUNTY, without prior written authorization from COUNTY. CONTRACTOR is responsible for tracking the total amount of claims submitted to COUNTY for reimbursement, in order to ascertain that the total amount claimed does not exceed the maximum payable amount set forth herein. 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.
 - G. Year-End Settlement. Initial year-end settlement will be based on COUNTY's negotiated reimbursement rates for approved Medi-Cal units of service. Initial year-end settlement shall occur no later than ninety (90) days after COUNTY has submitted its year-end cost report to DHCS.
2. Except as modified herein, the Professional Services Agreement dated November 16, 2018 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.

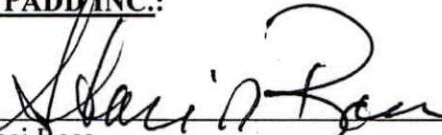
[Signatures on Following Page]

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

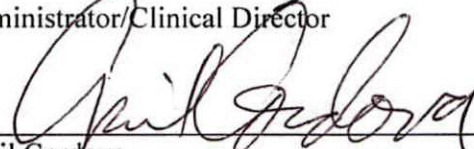
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

RESTPADD INC.:

By: 
Staci Ross
Administrator/Clinical Director

Date: 5-28-19

By: 
April Cordova
Controller/Director of Business Support Services


Date: 5/28/19

COUNTY OF HUMBOLDT:

By: 
Rex Bohn
Chair, Humboldt County Board of Supervisors

Date: 6/25/19

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 06/10/2019