AMENDMENT #1 TO AGREEMENT BETWEEN THE COUNTY OF GLENN AND RESTPADD, INC.
FISCAL YEARS 2018-2021

THIS AMENDMENT #1 is entered into by and between the County of Glenn and Restpad, Inc. (Contractor).

WHEREAS, HHSA and Contractor entered into an agreement dated 10/16/2018 for the provision of community-based, culturally-sensitive and high quality mental health services to Glenn County Medi-Cal Beneficiaries (Agreement).

WHEREAS, Paragraph 5E of the Agreement specifies treatment of overpayments;

WHEREAS, Paragraph 10 of the Agreement states that changes to the Agreement shall be in writing and signed by both parties;

WHEREAS, Paragraph 13 of the Agreement specifies insurance requirements;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto agree as follows:

1) Paragraph "5. Reimbursement for Services, E. Overpayments, 1)", on pages 6-7 is deleted in its entirety.

2) Paragraph "5. Reimbursement for Services, E. Overpayments, 2)", on page 7 is deleted and amended to read:

"If any claims for services for a Medi-Cal beneficiary are deemed invalid or denied during review or audit of claims by DHCS, due to a lack of meeting requirements or documentation standards for psychiatric in-patient services as defined by CCR, Title 9, Chapter 11, Sections 1820.205, 1820.120, 1820.230, 1840.320, or CFR, Title 42, Section 456.180, the County may recoup from Contractor reimbursement for the amount paid to Contractor for invalid or denied claim, including interest and penalties if applicable by law. Contractor is required to reimburse County within 30 days receipt of written notice of overpayment."

3) Paragraph 13a is deleted and amended to read:

"Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit."
4) Paragraph 13d is deleted and amended to read:

"Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. (If applicable)."

5) All other provisions of the AGREEMENT shall remain in full force and effect for the term of the Agreement.

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

County of Glenn:
By: ________________________________ 10-16-18
Christine Zoppi, Director
Health and Human Services Agency

Contractor:
By: ________________________________ 10-12-18
Carl Womack, CPA, CFO and Administrator
Restpadd, Inc.

APPROVED AS TO FORM:

Alicia Ekland, County Counsel
Glenn County, California

Health and Human Services Agency:
☐ Approved by Deputy Director of Administration [X]
☐ Approved by Deputy Director of BH [X]
☐ Approved by Fiscal Manager [X]