AGREEMENT BETWEEN
COUNTY OF GLENN, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY, AND
RESTPADD, INC.
FISCAL YEARS 2018-2021

THIS AGREEMENT is entered into by and between the County of Glenn, through its Health and Human Services Agency (County/HHSA), and Restpadd, Inc. (Contractor).

WHEREAS, County desires to enter into an Agreement whereby Contractor will provide community-based, culturally-sensitive and high quality mental health services to Glenn County Medi-Cal Beneficiaries; and

WHEREAS, the California Welfare and Institutions Code (Section 5600 et seq.) provides a set of definitions, standards, procedures and regulations by and pursuant to which County and Contractor may lawfully contract for such services; and

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

1. DEFINITIONS:

   BENEFICIARIES: Medi-Cal eligible individuals who are requesting mental health treatment or receiving mental health treatment. This may include non-Medi-Cal eligible individuals who are in crisis as determined by the County.

   CONTRACTOR: A contracted individual, group or organization who provides mental health services to Glenn County mental health consumers.

   SPECIALTY MENTAL HEALTH SERVICES: Rehabilitative Services which include mental health services, medication support services, day treatment intensive, day treatment rehabilitation, crisis intervention, crisis stabilization, adult residential treatment, crisis residential treatment, therapeutic behavioral services and psychiatric health facility services.

2. TERMS OF AGREEMENT:

   This Agreement shall commence on July 1, 2018, and terminate on June 30, 2021, unless terminated earlier as provided in this section below. This Agreement may be amended prior to termination by written consent of both parties.

3. TERMINATION OF AGREEMENT:

   If Contractor fails to perform his duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner his obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County
shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

4. SERVICES:

A. Contractor shall provide Full Scope Medi-Cal or Specialty Mental Health Services as authorized according to the process and procedures as specified by the County.

B. Contractor may not subcontract services specified in this contract.

C. All planned services to Beneficiaries must be authorized in advance by the County.

D. Contractor shall provide such services as are within the scope of Contractor’s licensure by the State of California.

E. Contractor shall provide service without discrimination to Beneficiaries and at the same level of services provided to other persons served by the Contractor.

F. Beneficiaries are to be served no less than the hours of operation offered to persons with commercial/private insurance.

G. Under the terms of this Agreement County assumes no obligation to refer Beneficiaries to the Contractor.

H. Contractor agrees to comply with all requirements contained in the Medi-Cal Provider Manual, attached hereto as Exhibit A, incorporated and made a part hereof.

I. The Contractor shall make all medically necessary covered Specialty Mental Health Services available in accordance with Cal. Code Regs. tit. 9, §§ 1810.345 and 1810.405, and 42 Code of Federal Regulations (C.F.R.) § 438.210 and shall ensure:

1) The availability of services or ability to refer to services to address beneficiaries' emergency psychiatric conditions 24-hours a day, 7 days a week.
2) The availability of services or ability to refer to services to address beneficiaries' urgent conditions as defined in Cal. Code Regs. tit. 9, § 1810.253, 24 hours a day, and 7 days a week.

3) Timely access to routine services determined by the Contractor to be required to meet beneficiaries' needs.

J. The Contractor shall provide second opinions in accordance with Cal. Code Regs. tit. 9, § 1810.405(e).

K. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall comply with the requirements set forth in Cal. Code Regs., tit. 9, §1810.405, including the following:

1) Meet and require its providers to meet California Department of Health Care Services standards for timely access to care and services, taking into account the urgency of need for services.

2) Have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-MediCal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.

3) Take corrective action if there is a failure to comply with timely access requirements.

L. The Contractor shall provide out-of-plan services in accordance with Cal. Code Regs. tit. 9, §§ 1830.220 and 1810.365. The timeliness standards specified in Cal. Code Regs., tit. 9, § 1810.405 apply to out-of-plan services, as well as in-plan services.

M. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with Cal. Code Regs. tit. 9, § 1830.225 and 42 C.F.R. § 438.6(m).

N. In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Contractor shall not exclude a beneficiary solely on the grounds that the provider making the diagnosis has used the International Classification of Diseases (ICD) diagnosis system rather than the
system contained in the Diagnostic and Statistical Manual (DSM) of the
American Psychiatric Association.

O. Contractor agrees to comply with County’s policies and procedures on advance
directives and the Contractor’s obligations for Physician Incentive Plans, if
applicable based on services provided under this contract.

P. Contractor agrees that County is responsible for monitoring the performance of
Contractor, and Contractor agrees to provide a corrective action plan if
deficiencies are identified.

Q. Contractor agrees to comply with all applicable Medicaid laws, regulations,
including applicable subregulatory guidance and contract provisions.

R. Contractor agrees that:

1) The State, CMS, the HHS Inspector General, the Comptroller General, or
their designees have the right to audit, evaluate, and inspect any books,
records, contracts, computer or other electronic systems of the Contractor,
that pertain to any aspect of services and activities performed, or in the
determination of amounts payable under the County’s Contract with the
State.

2) The Contractor will make available, for purposes of an audit, evaluation, or
inspection its premises, physical facilities, equipment, books, records,
contracts, computer or other electronic systems relating to its Medicaid
enrollees.

3) The right to audit will exist through 10 years from the final date of the
contract period or from the date of completion of any audit, whichever is
later.

4) If the State, CMS, or the HHS Inspector General determines that there is a
reasonable possibility of fraud or similar risk, the State, CMS, or the HHS
Inspector General may inspect, evaluate, and audit the Contractor at any
time.

5. **REIMBURSEMENT FOR SERVICES:**

   A. County will bill Medi-Cal program on behalf of Contractor for services rendered
to Medi-Cal beneficiaries, which are within the scope of Medi-Cal covered
services, using the provider number assigned by the Medi-Cal program to
Contractor.
B. Payment will be authorized for valid claims for Specialty Mental Health Services if:

1) Services were pre-authorized by the Access Team, Utilization Review Committee of the County.
   a. Specialty Mental Health Services provided to a Beneficiary with an emergency psychiatric condition do not require preauthorization.

2) Services were delivered by Contractor, and were within the range of pre-selected service codes allowed by scope of practice and contract agreement(s);

3) Payment shall be made to Contractor only after Contractor submits to County a fully itemized billing showing the unbundled services performed along with all documentation such as assessments, progress notes, etc. Contractor shall submit to Glenn County Health and Human Services Agency, P. O. Box 611, Willows, CA 95988, within 45 days after the end of the month, a statement of services rendered.

4) On day of discharge, Contractor will make best efforts to discharge Beneficiary by 1:00 p.m.

5) Beneficiary was Medi-Cal eligible at the time services were provided.
   a. Following the initial authorization, it is the Contractor's responsibility to ensure that services are provided to eligible Beneficiaries.
   b. Medi-Cal Beneficiaries who become ineligible for Medi-Cal benefits during an authorization period may continue to receive services; however, the Contractor must notify the Beneficiary and County that eligibility has changed. The County will determine the best treatment plan which may include authorizing continued services to ensure continuity of care and minimizing disruption of services or transition of the Beneficiary back to the County as appropriate.

6) Reimbursement rate(s) shall be considered payment in full and are subject to Third Party Liability and Beneficiary share of cost. The County will only reimburse the difference between the County services rate(s) and the payment amount by the primary payer, minus the share of cost. The total reimbursement will conform with Contractor's fee schedule as described in
Exhibit B, attached hereto and incorporated herein by reference, and as amended for each fiscal year to reflect any rate increases.

7) Reimbursement to Contractor for claims submitted timely, as defined in Section 8 of the Agreement, is in arrears within 45 days after receipt and verification of Contractor's invoice by County.

8) The County will not pay for any session for which a Beneficiary fails to show.

C. Re-Authorization

1) Re-Authorization is required to continue services beyond the initial authorization period for each Beneficiary. Re-authorization is required if services continue beyond three months and shall be required every three months afterward. Payment will be approved for valid claims for Specialty Mental Health Services when Re-Authorization is complete prior to the delivery of continued services.

2) Re-Authorization must be requested by using the County Re-Authorization form.

3) Contractors are to submit Re-Authorization requests in advance to avoid disruption of services.

4) Requests for Re-Authorization of services may be mailed or faxed to:
   Glenn County Mental Health Services
   Attn: Quality Assurance Unit
   242 N. Villa Avenue
   Willows, CA 95988
   530-934-6582 fax: 530-934-6592

D. In no event shall the total reimbursement for services under this Agreement exceed $165,000.00 (one hundred sixty-five thousand dollars) annually. Pursuant to Title 04.02.05B of the Glenn County Administrative Manual, the Glenn County Health and Human Services Director certifies that adequate unexpended funds are available in the department budget.

E. Overpayments

1) On or before October 30th of each fiscal year covered by this Agreement, Contractor shall provide to County a cost report pursuant to the provisions of the Cost Reporting and Data Collection Manual. As soon as practical thereafter, the rates referred to in this Agreement shall be adjusted to reflect the actual
costs by means of the Cost Reporting Data Collection (CR/DC) System in use by the Fiscal Systems Division of the California State Department of Health Care Services. This Cost Report will establish the final basis upon which Contractor will be paid for services provided during the term of this Agreement. If Contractor has overcharged County, Contractor will settle with County any amounts owed.

2) If any claims for services for a Medi-Cal beneficiary are deemed invalid or denied during internal County auditor external DHCS review auditing, 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.

6. LICENSING REQUIREMENTS:

A. Contractor shall comply with all necessary county or state licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. Contractor shall abide by the Short-Doyle Act (Welfare and Institutions Code, Division 5, Part II, Section 5600 et seq.), Title 9 and Title 22 of the California Administrative Code, Title XIX of the Social Security Act, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Health Care Services Policy Letters.

B. Contractor shall abide by CFR, Title 42, Sections 1128 and 1128A. County will verify monthly that Contractor is not on the Office of Inspector General's Exclusion List prior to billing. At any time during the contract term, if the Contractor is found to be on the Exclusion List, this contract shall be terminated immediately, billing will not be processed and invoice(s) will not be paid. Contractor and sub-contractors are required to provide a copy of their business license and certificate of liability insurance to County prior to commencement of services. Contractor certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov), formerly known as Excluded Parties Listing Service (EPLS).

C. Contractor shall abide by CFR, Title 42, Sections 438.214 and 438.610. County will verify that Contractor has proper certification prior to processing the
contract. After contract has been processed, Contractor will be held responsible for recertification in a timely manner.

D. Contractor shall furnish County within thirty (30) days of execution of this Agreement:
   i. A Program Schedule
   ii. Treatment Staff Roster (including license number or evidence of credentialing).
   iii. NPI and Taxonomy Code numbers will be required for the facility and staff.
       If the above is not provided within the thirty (30) day timeframe, invoices will not be processed.

7. RECORDS:
   A. Contractor shall maintain clinical records as required by County. Records shall be legible and kept in detail consistent with appropriate medical and professional practice in order to permit effective professional review or audit by County and other State or Federal agencies as required by law. Contractor must maintain clinical records for ten (10) years from the date of last service to Beneficiary, except that records of unemancipated minors shall be kept not less than ten (10) years after the minor has reached the age of eighteen (18) years. County shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.
   B. Contractor shall make financial books and records pertaining to the provision of service under the terms of this Agreement available for inspection, examination and audit by County, and/or Auditor General (Government code Section 8546.7), at reasonable times at the Contractor's place of business or other mutually agreed upon location in California. All financial records shall be maintained for at least ten (10) years following the close of County's fiscal year during which Agreement is in effect, or until all State audits are complete, whichever is later.

8. RESPONSIBILITY FOR AUDIT EXCEPTIONS:
   A. In the event that an audit results in disallowances, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate State or Federal audit agencies occurring as a result
of its performance under this Agreement. Contractor also agrees to accept financial responsibility for any audit exceptions to the extent such are attributable to the Contractor’s failure to perform properly any of its obligations under this Agreement.

B. County agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate State or Federal audit agencies occurring as a result of its performance under this Agreement. County also agrees to accept financial responsibility for any audit exceptions, to the extent such are attributable to the County’s failure to perform properly any of its obligations under this Agreement, including billing errors in Medi-Cal claims processing.

9. **CLAIMS:**

   A. Contractor shall submit claims with a copy of the authorization documents attached, in the form and format specified by County.

   B. All claims shall be submitted to County no later than forty-five (45) days after the month services were provided.

   C. Contractor must bill the Beneficiary for authorized share of cost before requesting payment from County.

   D. Each claim for reimbursement will be for one member only and must include the name of the Beneficiary, type of service provided by County service code, date of services and duration of service.

   E. Medi-Cal and County are not responsible for outpatient or professional services with Medicare A & B and B Only coverage.

   F. County may deny payment for claims submitted beyond forty-five (45) days of the service month.

   G. Each claim is subject to audit for compliance with State and Federal Regulations.

10. **ENTIRE AGREEMENT; MODIFICATION:**

    This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this
agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

11. NONASSIGNMENT OF AGREEMENT:
Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

12. EMPLOYMENT STATUS:
Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor’s compensation.
Contractor shall not be eligible for coverage under County’s Workers’ Compensation Insurance Plan nor shall Contractor be eligible for any other county benefit.

13. INSURANCE REQUIREMENTS:
Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:
a. 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 $2,000,000 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.

b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition
of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:
1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with original Certificates of Insurance including all required endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. INDEMNIFICATION:

A. Contractor shall hold harmless, defend and indemnify Glenn County and its officers, officials, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

B. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's independent contractor status that would establish a liability for failure to make social security or income tax withholding.
15. **INDEPENDENT CONTRACTOR:**

It is specifically and expressly understood between the parties that this agreement creates no relationship of employer/employee between the parties and that Contractor is, and shall remain throughout the term of this agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of county while this agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this agreement. Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from Contractor's failure to comply with these provisions.

16. **NON-DISCRIMINATION:**

During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by
reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42.C.F.R. § 438.6(d)(3).

The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1978, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

17. NOTICES:

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County:
Administration
Glenn County Health and Human Services
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
admin@countyofglenn.net

If to Contractor:
Restpadd, Inc.
Carl Womack, Administrator
2750 Eureka Way
Redding, CA 96001
Phone: (530) 262-6700

Notice shall be deemed to be effective two days after mailing.

18. **GRIEVANCES:**
Contractor shall inform County of any grievances or complaints involving clients of County who are receiving treatment at Contractor's facility. Contractor shall display the grievance or complaint process in order to inform client of said process. Contractor shall report any grievances or complaints with resolution to County each calendar quarter.

19. **REFERENCE TO LAWS AND RULES:**
In the event any law, regulation, or policy referred to in this Agreement is amended during the term of hereof, the parties AGREE to comply with the amended provision as of the effective date of such amendment. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

20. **SPECIAL CONDITIONS:**
   a. Contractor shall comply specifically with Division 5 of the Welfare and Institutions Code, Title 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
   b. Contractor shall adhere to all statutes and regulations governing the confidentiality of records.
   c. Contractor shall maintain all patient records in compliance with all appropriate Federal, State and local requirements.
   d. Contractor shall comply with all Patients' Rights statutes and regulations.
   e. Contractor shall insure that all patient admissions and length of stay requests comply with utilization review regulations.
21. **BANKRUPTCY:**
Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

22. **CONFIDENTIALITY AND INFORMATION SECURITY:**
By signing this Agreement, Contractor is certifying they are a covered entity under Health Insurance Portability and Accountability Act (HIPAA). As a covered entity performing joint operation of a government function, Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI). By Contractor certifying they are a covered entity under HIPAA, a Business Associates Agreement is not required by County.

23. **AVAILABILITY OF FUNDS:**
All funding under the Contract is subject to the availability of state or federal funds.

24. **WAIVER:**
No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall be binding unless executed in writing by the party making this waiver.

25. **GOVERNING LAW:**
The validity and construction of this Agreement and its term or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of California. The place of performance and transaction of business shall be in the County of Glenn, State of California.
26. **NON-EXCLUSIVE AGREEMENT**:
Contractor understands that this is not an exclusive agreement, and County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

Date

10-16-18

Date

10/12/18

COUNTY OF GLENN:

Christine Zoppi, Director
Glenn County HHSA

CONTRACTOR:

Carl Womack, Administrator
Restpadd, Inc.

APPROVED AS TO FORM:

Alicia Ekland, County Counsel
Glenn County, California

☐ Approved by Deputy Director Administration

☐ Approved by Director of Behavioral Health

☐ Approved by Fiscal Manager

☐ Approved by Compliance & QI Manager
March 28, 2019

California Department of Health Care Services
Mental Health and Substance Abuse Disorders
PO Box 997413
Sacramento, CA 95899-7413

Re: Negotiated Rates with RESTPADD, Inc. for Psychiatric Health Facility

To whom it may concern:

In compliance with Title 9, CCR §1810.375(c) and §1810.110, the Shasta County negotiated and contracted rate for the psychiatric health facility with RESTPADD, Inc. (NPI #1477899201), 2750 Eureka Way, Redding, CA 96001 is $940 per day for Fiscal Year (FY) 2019/20 and $970 per day for FY 2020/21.

Please feel free to contact Dean True, Adult Services Branch Director at (530) 225-5900 if you have any questions.

Sincerely,

Donnell Ewert, MPH
HHSA Director
2615 Breslauer Way
Redding, CA 96001
Phone: (530) 245-6269
dewert@co.shasta.ca.us

cc: RESTPADD, Inc.

“Engaging individuals, families and communities to protect and improve health and wellbeing.”
Donnell Ewert, MPH, Director

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www.shastahhsa.net