

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
RESTPADD, INC.**

This Memorandum of Understanding ("MOU"), entered into this 8 day of October, 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 made upon the following considerations:

WHEREAS, on November 16, 2018, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of inpatient psychiatric services to eligible Medi-Cal Beneficiaries residing in Humboldt County; and

WHEREAS, on June 25, 2019, COUNTY and CONTRACTOR amended the Professional Services Agreement in order to increase the maximum amount payable thereunder; and

WHEREAS, due to the placement of additional eligible Humboldt County Medi-Cal Beneficiaries at CONTRACTOR's Psychiatric Health Facility, CONTRACTOR was required to provide additional psychiatric inpatient services that were not included in the increased maximum amount payable set forth in the First Amendment to the Professional Services Agreement; and

WHEREAS, due to the nature of the additional psychiatric inpatient services required, it was not feasible for the parties to prepare and execute a second amendment to the Professional Services Agreement before CONTRACTOR provided such additional psychiatric inpatient services; and

WHEREAS, CONTRACTOR submitted an amendment request to COUNTY shortly after providing the additional psychiatric inpatient services; and

WHEREAS, due to the proximity of CONTRACTOR's amendment request to the end of the fiscal year, the amendment request was not processed before the Professional Services Agreement expired; and

WHEREAS, the purpose of this MOU is to document CONTRACTOR's provision of additional psychiatric inpatient services pursuant to the terms and conditions of the Professional Services Agreement and to provide for payment of such services;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. PROVISION OF ADDITIONAL PSYCHIATRIC INPATIENT SERVICES:

CONTRACTOR has provided additional psychiatric inpatient services to eligible Humboldt County Medi-Cal Beneficiaries as described in Exhibit A – Scope of Services to the Professional Services Agreement.

2. COMPENSATION:

The maximum amount payable by COUNTY for the additional psychiatric inpatient services provided, and costs and expenses incurred, pursuant to the terms and conditions of the Professional Services Agreement is Five Thousand Four Hundred Dollars (\$5,400.00). The parties hereto agree that this is reasonable compensation for the additional and time-sensitive psychiatric inpatient services provided by CONTRACTOR.



3. PAYMENT:

To the extent additional documentation may be required, CONSULTANT shall submit an invoice, detailed census and any other additional information needed to process a claim for reimbursement of any and all additional psychiatric inpatient services provided pursuant to the terms and conditions of the Professional Services Agreement. Payment for the additional psychiatric inpatient services provided pursuant to the terms and conditions of the Professional Services Agreement shall be made within thirty (30) days of COUNTY's receipt of a complete and uncontested claim for such services. Any and all invoices, censuses and other additional information pertaining to the reimbursement of the additional psychiatric inpatient services provided pursuant to the terms and conditions of the Professional Services Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Health and Human Services – Mental Health  
Attention Claims Data Management  
507 F Street  
Eureka, California 95501

4. INCORPORATION OF PROVISIONS:

Sections 4(A)-(B), 4(E), 5(B)-(C), 6 through 53, Exhibit A – Scope of Services, Exhibit B – Schedule of Reimbursement Rates and Exhibit C – Provider Problem Resolution Process of the Professional Services Agreement are hereby incorporated into this MOU by reference as if fully set forth herein. CONTRACTOR agrees to comply with these provisions to the extent they impose continuing duties and obligations CONTRACTOR has not already performed.

5. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

6. COUNTERPART EXECUTION:

This MOU, 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. A signed copy of this MOU, 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 MOU and any amendments hereto.

7. AUTHORITY TO EXECUTE:


Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

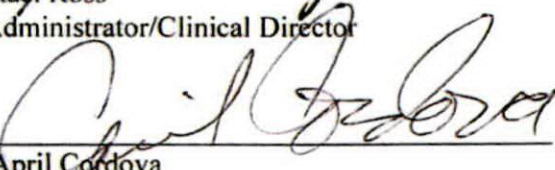
IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:  
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND  
(2) SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.*

**RESTPADD, INC.:**


By:   
Staci Ross  
Administrator/Clinical Director

Date: 9-16-19

By:   
April Cordova  
Controller/Director of Business Support

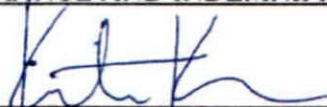
Date: 9/13/19

**COUNTY OF HUMBOLDT:**

By:   
Rex Bohn  
Chair, Humboldt County Board of Supervisors

Date: 10/8/19

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 9/18/19