

## AMENDMENT NO. 23

TO

# CONTRACT NO. MA-042-20011529

**FOR** 

#### PSYCHIATRIC AND BASIC MEDICAL SERVICES

This Amendment ("Amendment No. 23") to Contract No. MA-042-20011529 for Psychiatric and Basic Medical Services is made and entered into on or about July 1, 20222023 ("Effective Date") between CEP AMERICA-PSYCHIATRY, PC DBA VITUITY, a California professional corporation. ("Contractor"), with a place of business at 2100 Powell St., Suite 400, Emeryville, CA 94608, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

#### **RECITALS**

WHEREAS, on May 19, 2020, the Parties executed Contract No. MA-042-20011529 for Psychiatric and Basic Medical Services, effective July 1, 2020, through June 30, 2022, in an amount not to exceed \$5,428,102, renewable for three additional one-year periods ("Contract"); and

WHEREAS, on or about November 1, 2021, the Parties executed Amendment No. 1 to exercise the contingency contract cost increase to increase the Period Two Amount Not To Exceed by \$23,431 from \$2,714,051 to \$2,738,482, for a revised cumulative total amount not to exceed \$5,453,533; and

WHEREAS, the Parties discovered an administrative error with the Period Two amount not to exceed and the revised cumulative total amount not to exceed stated in Amendment No. 1; and

WHEREAS, on or about May 24, 2022, the Parties executed Amendment No. 2 to modify the Budget paragraph in Exhibit A of the Contract and to increase the Period Three Amount Not To Exceed by \$2,927,515 for a revised cumulative total amount not to exceed \$8,379,048; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to correct the administrative error stated in Amendment No. 1, to amend Exhibit A and to 3 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract; two years, and amending Reference Contract Provisions, Paragraph XIV, and Exhibit A of the Contract as sited below; and

NOW THEREFORE, Contractor and Countythe Parties agree to amend the Contract as follows:

1.1. The revised Period Two and cumulative total amounts not to exceed stated in Amendment No. 1 is corrected to read as; increase Contract's Period Two amount not to exceed by \$23,431 from \$2,714,051 to \$2,737,482 Four Amount Not to Exceed \$3,091,610, and Period Five Amount Not to Exceed \$3,261,049, for a revised cumulative new total amount not to

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# exceed \$5,451,533; and 14,731,707.

- 3.2. The Contract is renewed for a term of one two (1) year years, effective July 1, 2022 2023 through June 30, 2023, in an amount not to exceed \$2,927,515 for this renewal term, for a revised cumulative total amount not to exceed \$8,379,048; on the amended terms and conditions 2025.
- 4.3. Referenced Contract Provisions, Term provision and Maximum Obligation Amount Not to Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

"Term: July 1, 2020 through June 30, 2023 2025

Period One means the period from July 1, 2020 through June 30, 2021

Period Two means the period from July 1, 2021 through June 30, 2022

Period Three means the period from July 1, 2022 through June 30, 2023

Period Four means the period from July 1, 2023 through June 30, 2024

Period Five means the period from July 1, 2024 through June 30, 2025

#### "Amount Not To Exceed:

Period One Amount Not To Exceed: \$ 2,714,051

Period Two Amount Not To Exceed: -2,737,482

Period Three Amount Not To Exceed: 2,927,515

Period Four Amount Not To Exceed: 3,091,610

Period Five Amount Not To Exceed: 3,261,049

TOTAL AMOUNT NOT TO EXCEED: \$ 8,379,048\$ 14,731,707"

- 5. All references to "Maximum Obligation" in the Contract shall be replaced with "Amount Not To Exceed".
- 5.4. Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2XIV, Insurance and A.3)Indemnification, of the Contract is deleted in its entirety and replaced with the following:

## **"XIV. INDEMNIFICATION AND INSURANCE"**

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of

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competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

- B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to COUNTY during the entire term of this Contract.
- C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR shall indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR'S services in accordance with the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:
- 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.
- E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.

#### F. QUALIFIED INSURER

- 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).
- G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage Minimum Limits

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Commercial General Liability	\$1,000,000 per occurrence	
	\$2,000,000 aggregate	
Automobile Liability including coverage for owned or scheduled, non-owned,	\$1,000,000 per occurrence	
and hired vehicles (4 passengers or less)		
Workers' Compensation	<u>Statutory</u>	
Employers' Liability Insurance	\$1,000,000 per accident or disease	
Network Security & Privacy Liability	\$1,000,000 per claims -made	
Professional Liability	\$1,000,000 per claims -made or	
	Occurrence \$1,000,000 aggregate	

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

## H. REQUIRED COVERAGE FORMS

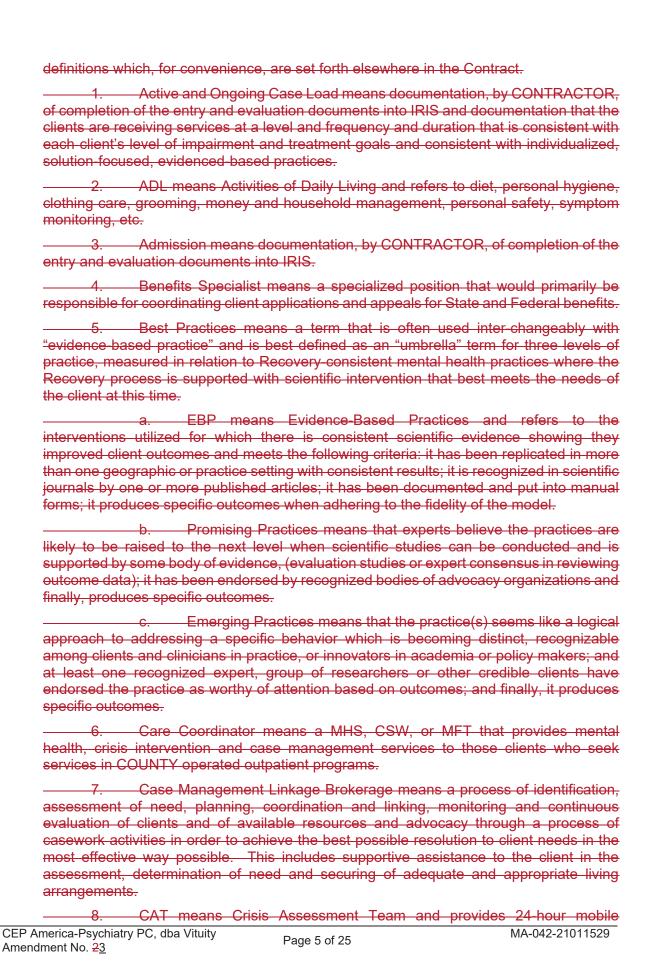
- 1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
- 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

# I. REQUIRED ENDORSEMENTS

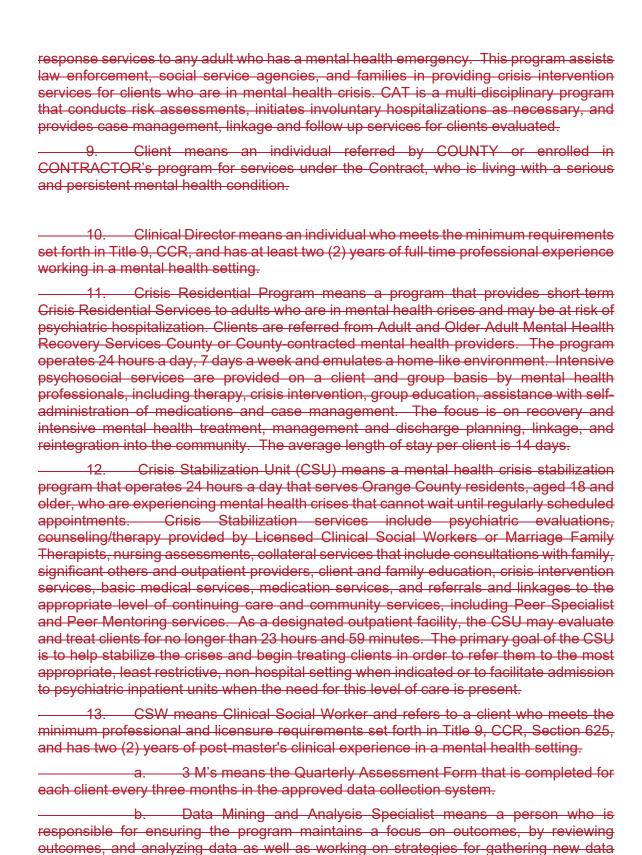
- "A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for each Period, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple contracts for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR, CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report."
- 7. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:
  - "A. The parties agree to the following terms and definitions, and to those terms and

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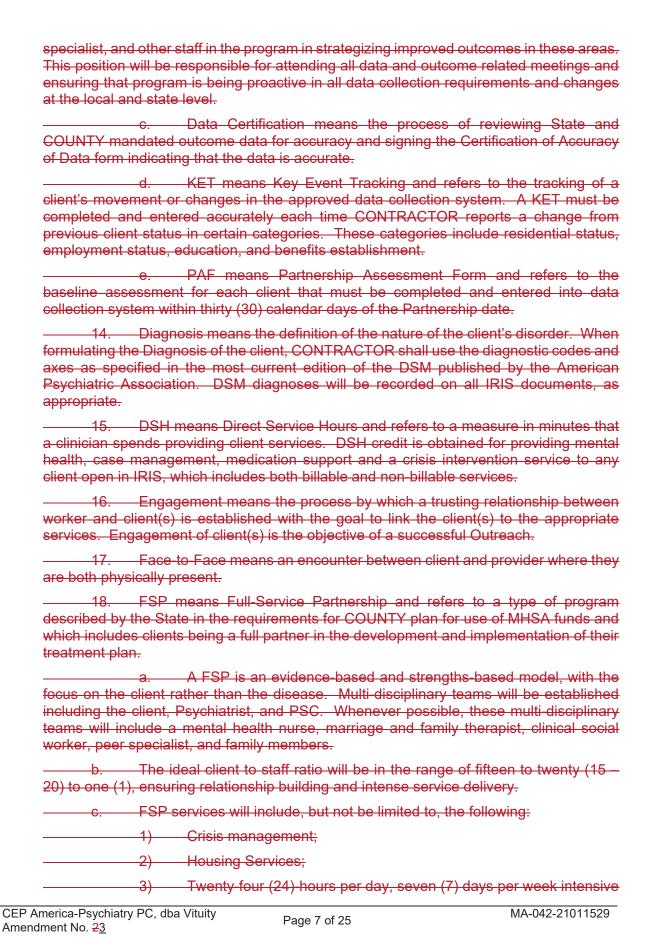
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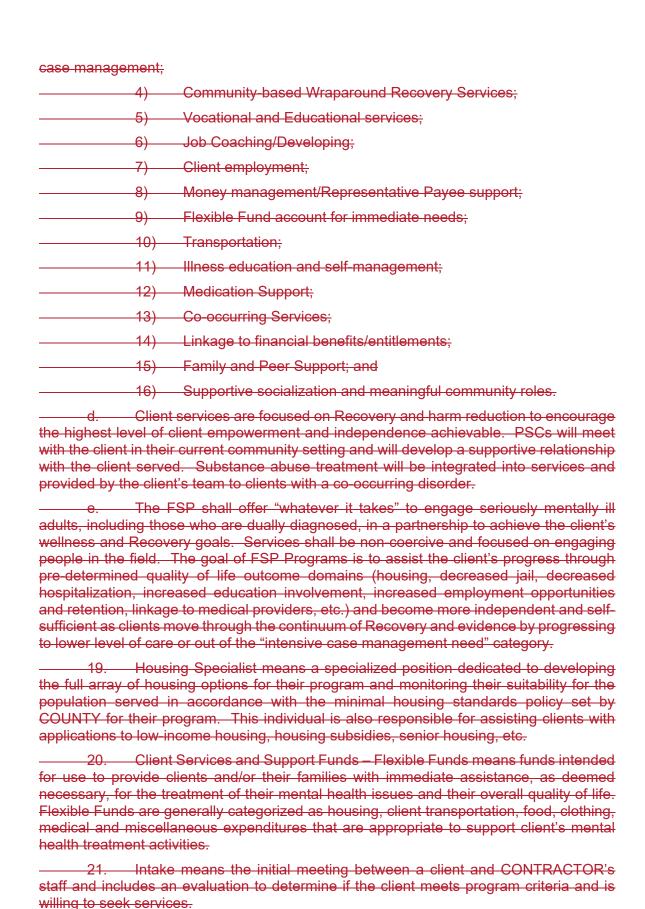
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from the clients' perspective, which will improve understanding of clients' needs and desires towards furthering their Recovery. This client will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits

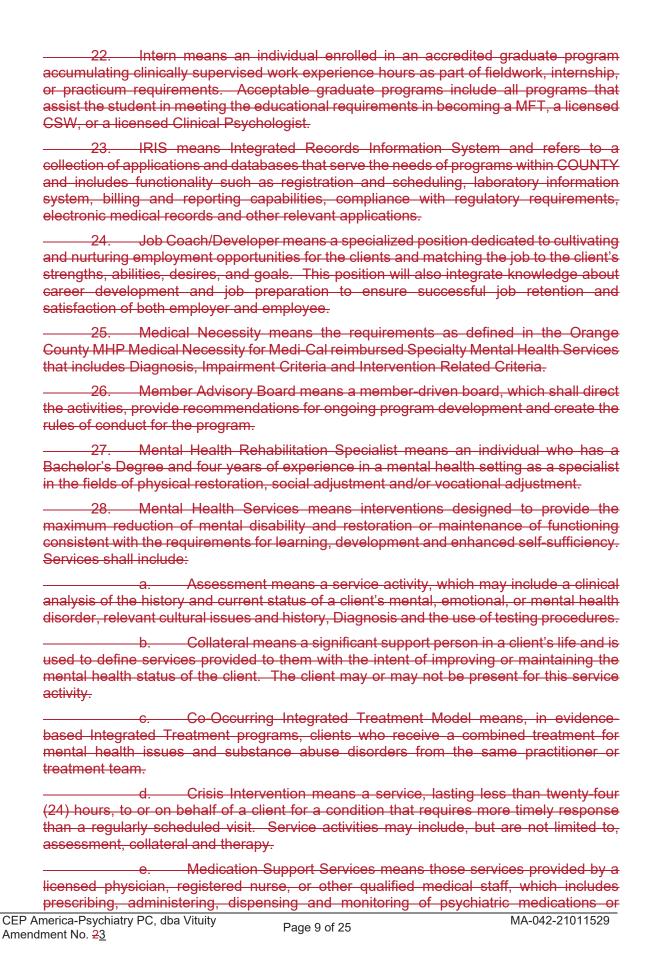


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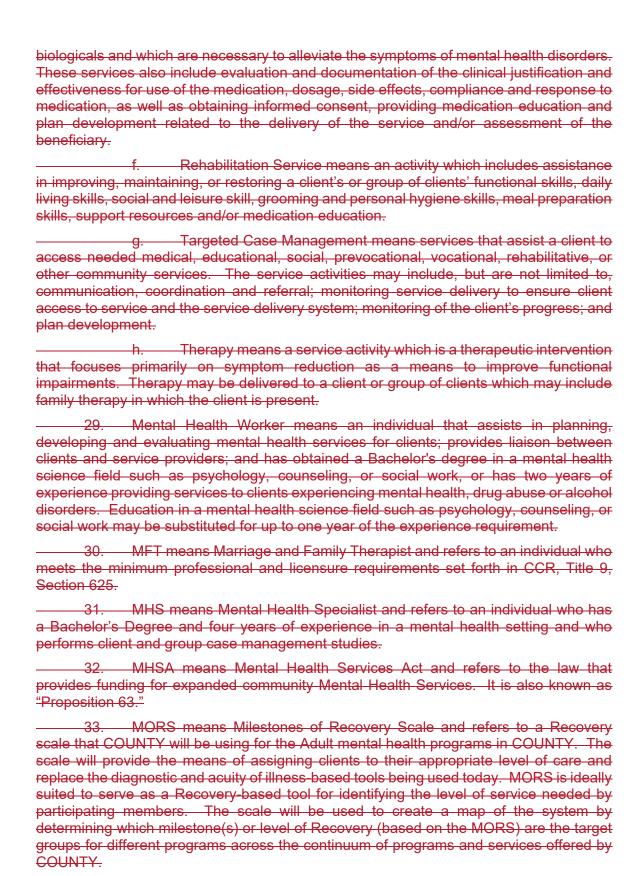


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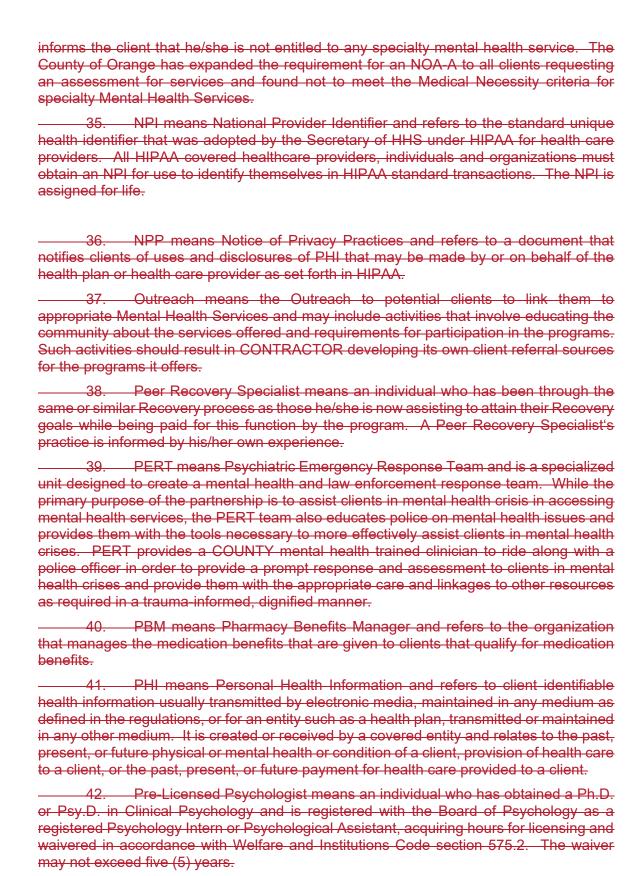


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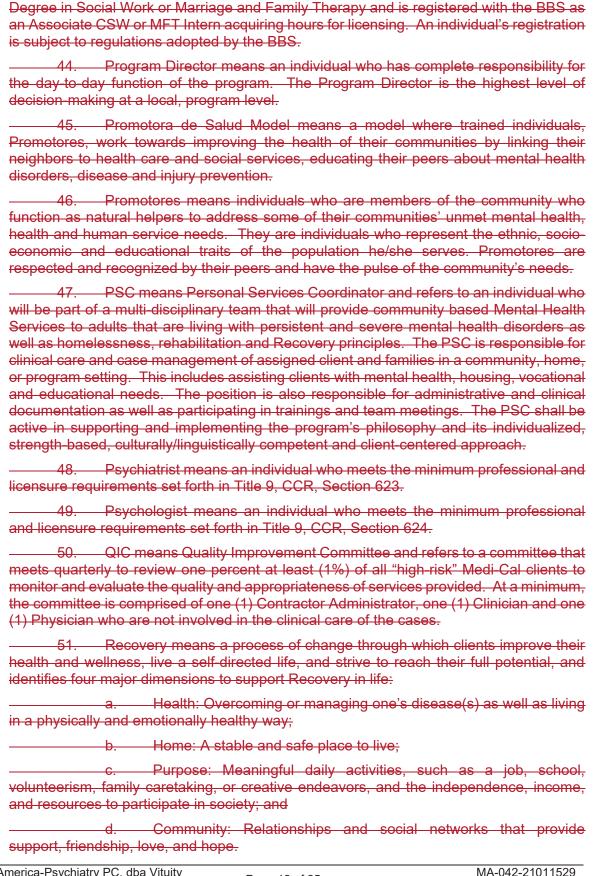
34. NOA A means Notice of Action A and refers to a Medi-Cal requirement that

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43. Pre Licensed Therapist means an individual who has obtained a Master's

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Referral means providing the effective linkage of a client to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the client has made contact with the referred service. Supportive Housing PSC means a Personal Services Coordinator who provides services in a supportive housing structure. This person will coordinate activities that include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the program. The PSCs will be active in supporting and implementing a full-service partnership philosophy and its clientized, strengths-based, culturally appropriate, and client-centered approach. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee. 55. Token means the security device which allows a client user to access COUNTY's computer-based IRIS. 56. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual client liability for Mental Health Services received from COUNTY mental health system and is set by the State of California. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the clients' level of need and desired support. The Vocational/Educational Specialist will provide "one on one" vocational counseling and support to clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible. WRAP means Wellness Recovery Action Plan as developed by Mary Ellen Copeland and refers to a client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life." CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Contract. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance: An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange, its elected and appointed officials. officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

insurance or self-insurance maintained by the County of Orange shall be excess and non-

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contributing.

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An Additional Insured endorsement naming the County of Orange. its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability. A primary and non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which COUNTY may suspend or terminate this Contract. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are "Claims -Made" policy(ies), CONTRACTOR shall agree to the following: 1. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services. 2. Insurance must be maintained, and evidence of insurance must be provided, for at least three (3) years after expiration or earlier termination of the Contract. 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services. CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy). Insurance certificates should be forwarded to the department address listed in the Referenced Contract Provisions of this Agreement. If CONTRACTOR does not provide the insurance certificates and endorsements within seven (7) calendar days of notification by COUNTY, COUNTY may immediately terminate

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appropriate to adequately protect COUNTY.

COUNTY shall be entitled to all legal remedies.

this Agreement for cause

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decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as

requirements. If CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and

COUNTY expressly retains the right to require CONTRACTOR to increase or

COUNTY shall notify CONTRACTOR in writing of changes in the insurance

S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer."

7.5. Exhibit A, Paragraph II. Budget, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

"A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	PERIOD THREEFOUR	<u>PERIOD</u> FIVE	TOTAL (including
		<del></del>	Periods 1-3)
ADMINISTRATIVE COST			
Salaries	\$ <del>270,141</del> <u>283,988</u>	\$ 299,427	\$ 1,354,780
Benefits	_3, <del>307</del> <u>477</u>	3,666	16,585
Management Fees	<del>260,000</del> 279,500	300,463	\$ 1,339,962
SUBTOTAL	\$ <del>533,448</del> <u>566,964</u>	\$ 603,555	\$2,711,327
ADMINISTRATIVE COSTS			

PROGRAM COST

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Salaries	\$ <del>1,951,497</del> 2,049,087	\$2,151,509	\$7,822,612
Benefits	<del>287,433</del> <u>301,805</u>	316,893	1,153,422
Services and Supplies	<u>146,602</u> 164,195	178,973	607,168
SUBTOTAL PROGRAM COST	\$2, <del>385,532</del> <u>515,087</u>	<u>\$2,647,375</u>	<u>\$11,968,733</u>
MAT Services	<u>8,535</u> \$ 9,559	\$ 10,120	<u>\$ 51,645</u>
TOTAL GROSS COST	\$ <del>2,927,515</del> <u>3,091,610</u>	\$3,261,049	<u>\$14,731,707</u>
REVENUE			
NCCMHSA	<u>\$2,918,9803,091,610</u>	\$3,261,049	\$14,731,707
NCC (for MAT)TOTAL		\$3,261,049	\$14,731,707
REVENUE	<del>8,535</del> \$3,091,610		
Total Revenue	<del>\$2,927,515</del>		
TOTAL	\$ <del>2,927,515</del> "3,091,610	\$3,261,049	\$14,731,707"
_AMOUNT NOT			
TO EXCEED			

<u>76</u>. Exhibit A, Paragraph III. Payments, of the Contract is deleted in its entirety and replaced with the following:

## "III. PAYMENTS

COUNTY shall pay CONTRACTOR monthly, in arrears and in response to invoices, at the provisional amount of \$243,960257,634 per month for Period ThreeFour and \$271,754 per month for Period Five. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed the Amount Not To Exceed as noted in the Referenced Contract Provisions of the Contract and provided further, CONTRACTOR's costs ae reimbursable pursuant to COUNTY. State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid. COUNTY will pay for x-waiver training for Vituity medical staff as new staff are onboarded in order for after-hours Medication Assisted Treatment (MAT) to be provided to County clients. The training will consist of approximately eight hours of training for doctors and 24 hours of training for Nurse Practitioners (NPs) and Physician Assistants (PAs). Providers will be paid at their hourly rate of \$226.80/hour for doctors and \$138.60/hour for NPs/PAs. Providers will be paid a quarter of the hourly rate for each 15 minutes of MAT provided to COUNTY clients afterhours, on Holidays and weekends. The rate for doctors is \$56.70 and \$34.65 for NPs/PAs per each 15 minutes of MAT service<sub>7-2</sub>

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- 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.
- 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.
- 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.
- B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.
- C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services provided.
- D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Contract, provided that ADMINISTRATOR has provided CONTRACTOR with notice of such failure and only until CONTRACTOR cures such failure.
- E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent contract.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract."
- 8. Exhibit A, Paragraph V. Services, Psychiatric Services of the Contract is deleted in its entirety and replaced with the following:

# A. "FACILITY

1. CONTRACTOR shall provide or make available psychiatric and basic medical services as required by this Contract at COUNTY's Crisis Stabilization Unit (CSU) located at the following location, or any other facility designated, in writing, by ADMINISTRATOR:

1030 West Warner Avenue
Santa Ana, California 92707

B. SERVICES TO BE PROVIDED - Services described herein are primarily designed to

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provide timely and effective crisis intervention and stabilization for persons experiencing mental health emergencies that cannot wait for their regularly scheduled appointments. The goals also include: minimize distress for the client/family resulting from lengthy waits in emergency departments, reduce the wait time for law enforcement presenting clients for emergency mental health treatment; and treating the client in the least restrictive, most dignified setting as appropriate in lieu of inpatient settings, utilizing alternative, less restrictive treatment options whenever possible and appropriate to minimize the duration and extent of acute psychotic episodes. This shall be done for the benefit of the client and safety of other clients in the communal milieu at the COUNTY CSU.

Services shall be provided in compliance with Welfare & Institutions Code and consistent with all patients' rights regulations, upholding the dignity and respect of all clients served. The services shall be provided utilizing Trauma Informed and Recovery Model principles that are person-centered, strengths-based, individualized, focused on imparting hope and identifying strengths and resiliency in all persons served. Services shall be tailored to the unique strengths of each client and will use shared decision-making to encourage the client to manage their mental health treatment, set their own path toward recovery and fulfillment of their hopes and dreams.

The Psychiatric and Basic Medical Services shall support, promote and incorporate a culture that supports Physicians/Physicians' Assistants (PA(s))/Nurse Practitioners(NP(s)) working side by side with COUNTY and COUNTY contracted Peer Specialists, Mentors and Navigators and the full integration of Peer Specialists/Mentors/Navigators on the unit in providing supportive assistance and collaborating with and shadowing CSU staff, in order to support the client's journey of recovery, self-sufficiency and linkage to COUNTY services post-discharge. The Psychiatric and Basic Medical Services staff shall also be responsive to all COUNTY CSU staff throughout every shift, including throughout the nocturnal shift and shall respond immediately to clients' needs and to CSU staff at all hours of each shift. 7. This Amendment No. 3

1. PSYCHIATRIC SERVICES - CONTRACTOR shall provide an on-site licensed psychiatrist on a twelve (12) hours per day, seven (7) days per week basis at the CSU on the day shift. CONTRACTOR shall provide an on-site licensed PA or NP on a twelve (12) hours per day, seven (7) days per week basis at the CSU on the night shift. Licensed psychiatrists/PA(s)/NP(s) shall only end their shift after a complete shift report is provided to next shift providers for continuity of care. The licensed psychiatrists/PA(s)/NP(s) shall provide the following:

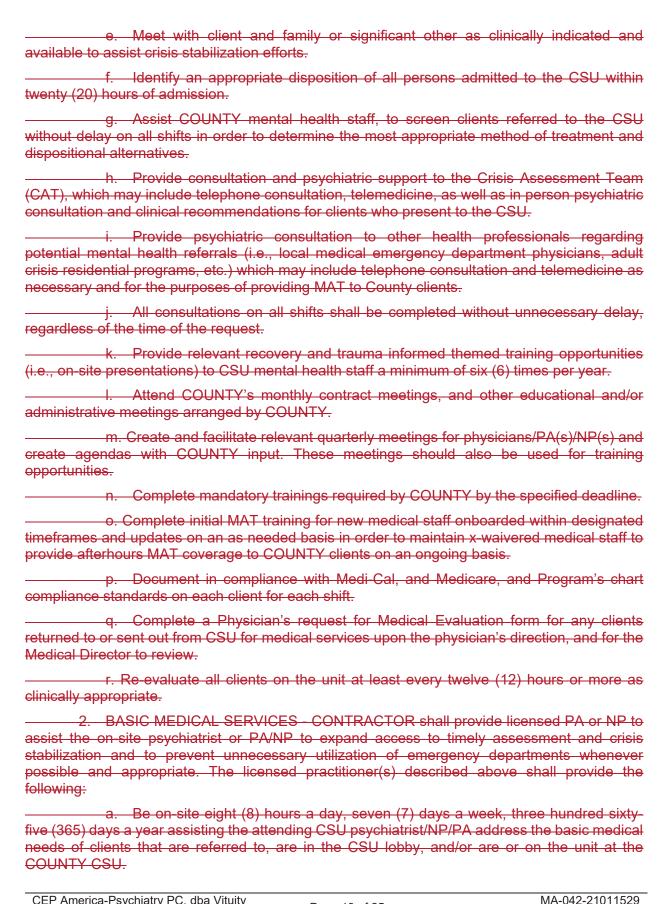
a. Evaluate and treat an average of three hundred fifty (350) to four hundred fifty (450) clients per month. The focus for Psychiatric Services will be to increase the census and flow of clients through the COUNTY CSU to reflect this monthly average. Due to the recent Global Pandemic, these goals have not been realized yet it is an expectation, barring any pandemic issues, that every effort is made to ensure these goals are met.

b. Conduct a comprehensive assessment of all clients presenting to the CSU. The psychiatric evaluation shall include an interview, mental status exam, review of system and an applicable International Classification of Diseases, 10 revision, Clinical Modification (ICD-10-CM) diagnosis. All assessments and clinical recommendations are to be completed without unnecessary delay, regardless of the time of admission.

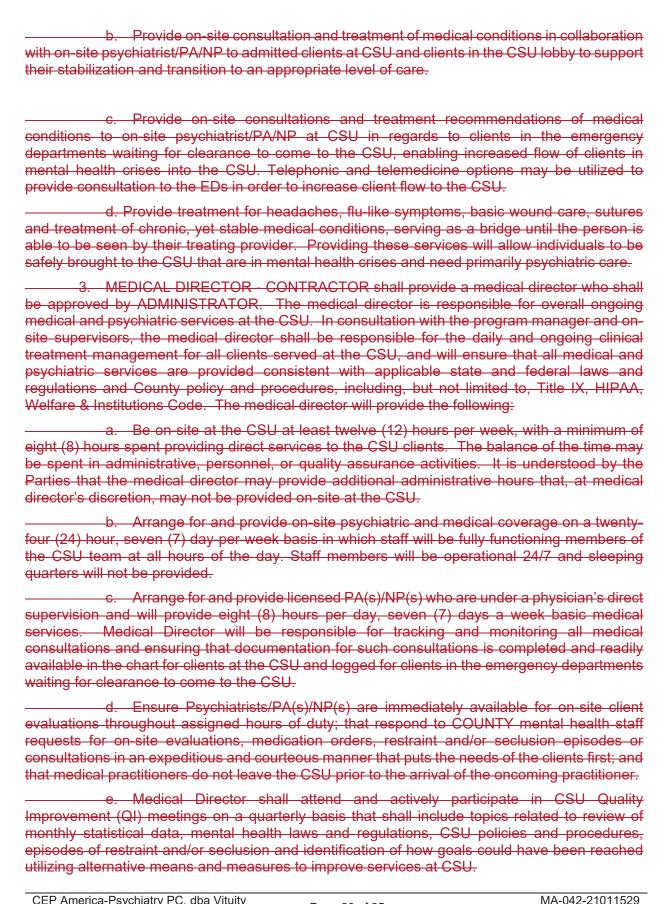
c. Issue prescriptions and order medication as clinically indicated. Medication may be psychiatric drugs and/or medical drugs to treat some ongoing medical conditions, including symptoms of alcohol or substance abuse withdrawal related to MAT.

d. Provide informed consent and obtain signed medication consent form for each psychotropic medication prescribed.

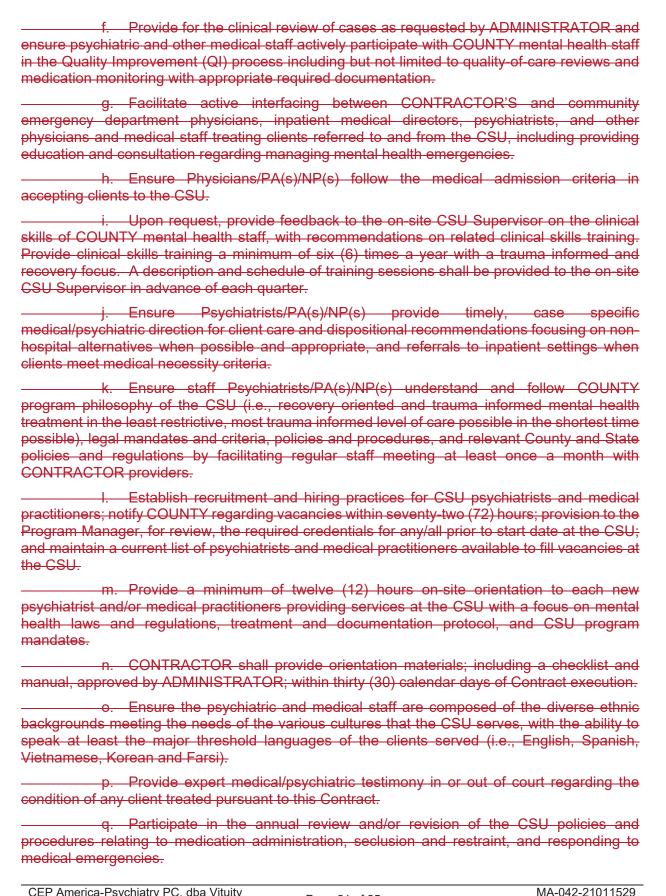
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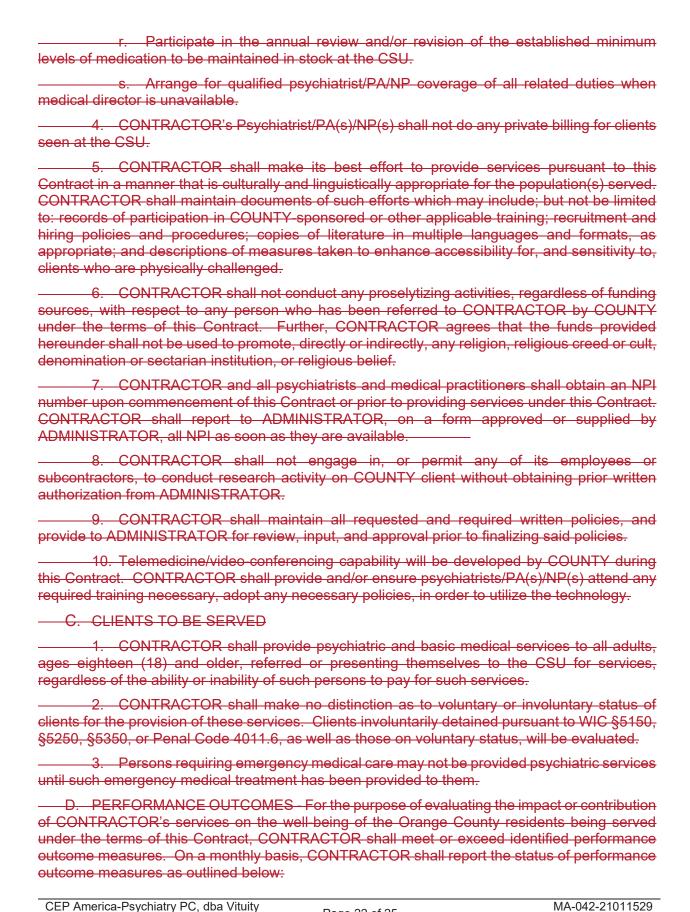
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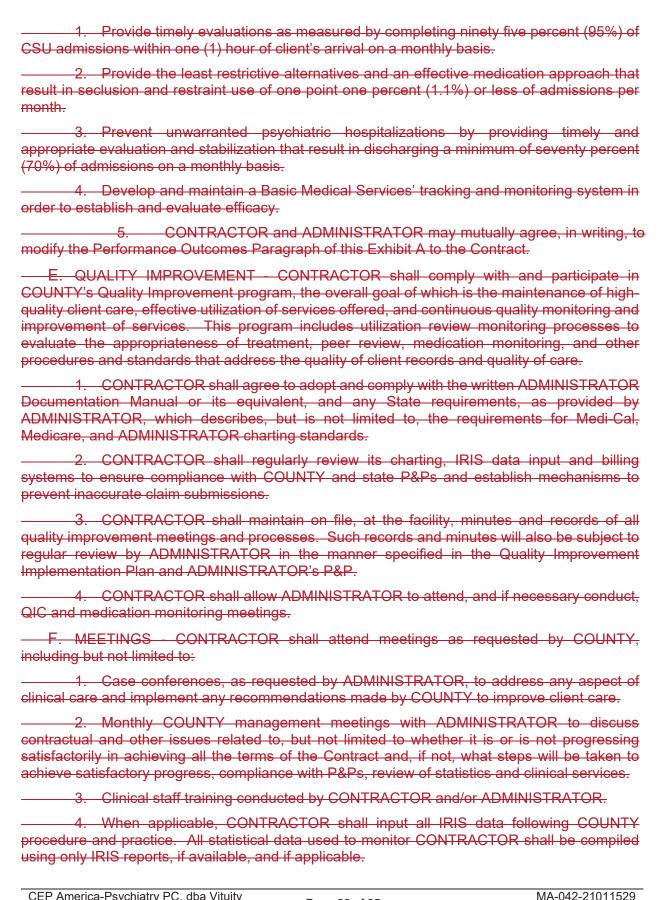
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G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract."

This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 23 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 23 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 23; remain in full force and effect.

## SIGNATURE PAGE FOLLOWS

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CEP America-Psychiatry PC, dba Vituity

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## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 23. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CEP AMERICA-PSYCHIATRY, PC DBA VITUITY

David Birdsall, MD.	VP & Secretary	
Print Name	Title	
Signature	Date	
County of Orange, a political subdivision of the S	State of California	
Purchasing Agent/Designee Authorized Signature	<b>:</b> :	
William Norsetter Print Name	Deputy Purchasing Agent Title	
Signature	Date	
APPROVED AS TO FORM Office of the County Counsel Orange County, California		
Brittany McLean Mark Servino Print Name	Deputy County Counsel Title	
Signature	Date	
CEP America-Psychiatry PC, dba Vituity	MA-042-2101 <sup>2</sup>	

Amendment No. 23