



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-20010215
FOR
PROVISION OF
ADULT MENTAL HEALTH PSYCHIATRIC SKILLED NURSING FACILITY SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-20010215 for Adult Mental Health Psychiatric Skilled Nursing Facility Services is made and entered into on May 24, 2022 (“Effective Date”) between Vista Woods Health Associates LLC DBA Vista Knoll Specialized Care Facility (“Contractor”), with a place of business at 2000 Westwood Road, Vista, CA 92083, 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 Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20010215 for Adult Mental Health Psychiatric Skilled Nursing Facility Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$ 37,006,713 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to extend the Contract for two years and to amend Exhibit A.

NOW THEREFORE, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

1. The Contract is extended for a period of two (2) years, effective July 1, 2022, through June 30, 2024, in an amount not to exceed \$29,524,384 for this extension period, for a new total amount not to exceed \$66,531,097; on the amended terms and conditions.
2. **Referenced Contract Provisions, Term provision and Aggregate Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:**

“Term: July 1, 2019 through June 30, 2024

Period One means the period from July 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021
 Period Three means the period from July 1, 2021 through June 30, 2022
 Period Four means the period from July 1, 2022 through June 30, 2023
 Period Five means the period from July 1, 2023 through June 30, 2024

Aggregate Maximum Obligation:

Period One Aggregate Maximum Obligation:	\$ 11,913,726
Period Two Aggregate Maximum Obligation:	12,330,706
Period Three Aggregate Maximum Obligation:	12,762,281
Period Four Aggregate Maximum Obligation:	14,572,507
Period Five Aggregate Maximum Obligation:	14,951,877
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$ 66,531,097

3. Exhibit A of the Contract is deleted in its entirety and replaced with the following:

“I. COMMON TERMS AND DEFINITIONS

- A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.
1. Additional Income Source means Additional Income Source and refers to all income other than SSI and includes such sources of income as retirement income, disability income, trust fund income, SSI, Veteran’s Affairs disability income, etc.
 2. Client Day means one (1) calendar day during which CONTRACTOR provides all of the services described hereunder, including the day of admission and excluding the day of discharge. If admission and discharge occur on the same day, one (1) Client Day shall be charged.
 3. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who is dealing with a chronic mental illness.
 4. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County residents aged thirteen (13) and older who are experiencing a psychiatric crisis and need immediate evaluation. Individuals receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat individuals for no

longer than twenty-three (23) hours and fifty-nine (59) minutes.

5. Diagnosis means the definition of the nature of the Client's disorder. When formulating the diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association.
6. DSM means Diagnostic and Statistical Manual of Mental Disorders and refers to the publication by the American Psychiatric Association that is used as a guide in the diagnosis of mental disorders.
7. HIPAA means Health Insurance Portability and Accountability Act and refers to the federal law that establishes standards for the privacy and security of health information, as well as standards for electronic data interchange of health information. HIPAA has two main goals, as its name implies: making health insurance more portable when persons change employers, and making the health care system more accountable for costs-trying especially to reduce waste and fraud.
8. ITP means Individualized Treatment Plan for each Client. All psychiatric, psychological, and social services must be compatible with the ITP.
9. Lanterman–Petris–Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) provides guidelines for handling involuntary civil commitment to a mental health institution in the State of California.
10. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force, and not suspended or revoked.
11. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the provisions of Chapter 13 and Chapter 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force, and not suspended or revoked.
12. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the provisions of Chapter 13 and Chapter 16 of the California Business and Professions Code, who can provide clinical service to individuals they serve. The license must be current and in force, and not suspended or revoked.
13. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant

to the provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force, and not suspended or revoked.

14. Licensed Psychologist means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 624; they are a licensed individual, pursuant to the provisions of Chapter 6.6 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked.
15. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force, and not suspended or revoked.
16. Long Term Care (LTC) means the COUNTY department that reviews referrals for placement in COUNTY-contracted long term care facilities.
17. Medi-Cal means the State of California's implementation of the federal Medicaid healthcare program which pays for a variety of medical services for children and adults who meet eligibility criteria.
18. Medical Necessity means the requirements as defined in the MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis, impairment criteria and intervention related criteria. Meeting medical necessity for acute psychiatric inpatient hospital services includes having an included DSM/ICD diagnosis; the Client cannot be safely treated at a lower level of care; and the Client requires psychiatric inpatient hospital services, as a result of a mental disorder, due to symptoms or behaviors that represent a current danger to self or others, or significant property destruction; and/or prevent the client from providing for, or utilizing, food, clothing, shelter; and/or present a severe risk to the Client's physical health; and/or represent a recent, significant deterioration in ability to function.
19. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:
 - a. Assessment means a service activity, which may include a clinical

analysis of the history and current status of a Client's mental, emotional, or behavioral disorder, relevant cultural issues and history, diagnosis and the use of testing procedures.

- b. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the Client.
 - c. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.
 - d. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to a Client or group of Clients which may include family therapy in which the Client is present.
20. Milestones of Recovery Scale (MORS) refers to a Recovery scale that COUNTY uses in Adult Mental Health programs. The scale assigns Consumers to their appropriate level of care and replaces diagnostic and acuity of illness-based tools.
21. NPI means National Provider Identification and refers to the standard unique health identifier that was adopted by the Secretary of Health and Human Services (HHS) under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.
22. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in the HIPAA.

23. Peer Recovery Specialist/Counselor means an individual in a paid position who has been through the same or similar Recovery process as those being assisted to attain their Recovery goals. A Peer Recovery Specialist practice is informed by personal experience.
24. PHI means Protected Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.
25. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.
26. Psychiatric Inpatient Hospital Services means services, including ancillary services, provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness.
27. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal clients in order to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of the cases.
28. Recovery means a “deeply personal, unique process of changing one’s attitudes, values, feelings, goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even with limitations caused by the illness. Recovery involves the development of new meaning and purpose in one’s life as one grows beyond the catastrophic effects of mental illness. Ultimately, because recovery is a personal and unique process, everyone with a psychiatric illness develops his or her own definition of recovery. However, certain concepts or factors are common to recovery.” (William Anthony, 1993).
29. Referral means providing the effective linkage of a Client to another service.
30. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6 of the California Business and Professions Code, who can provide clinical services to the individuals served. The license must be current and in force and not suspended or revoked.

31. Serious Persistent Mental Impairment (SPMI) means an adult with a behavioral health disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. W&I 5600.3.
32. SNF/STP means Skilled Nursing Facility with Special Treatment Program and refers to a facility certified by the Department of Health Care Services (DHCS) to provide 24-hour/day skilled nursing care and supervision and at least 27 hours of programming to Clients with a primary psychiatric diagnosis, who may also have co-existing medical conditions. In most cases, Clients are conserved under LPS.
33. SSI/SSP means Social Security Income/Supplemental Security Payment and refers to revenue resources paid to an eligible Client, or the Client's payee, by the federal Social Security Administration.
34. 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.
35. Wellness Action & Recovery Plan (WRAP) refers to a self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.
- B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

II. ISSUE RESOLUTION

A. CONTRACTOR agrees that for resolution of issues between COUNTY and CONTRACTOR, with respect to the implementation and operation of the Agreement or COUNTY's P&P regarding services described herein, the following sequential steps will be followed:

1. CONTRACTOR shall routinely utilize all informal communication processes and methods with ADMINISTRATOR including, but not limited to, telephone, email, and fax communication, written correspondence and meetings, to resolve any issues or problems regarding the implementation and operation of the Agreement or COUNTY's P&P regarding services described herein.

2. CONTRACTOR agrees that if the parties are unable to resolve the issue, CONTRACTOR shall give written notice to ADMINISTRATOR setting forth, in specific terms, the existence and nature of any unresolved matter or concern related to the purposes and obligations of the Agreement. ADMINISTRATOR shall be given fifteen (15) calendar days following such notice to obtain resolution of any issue(s) identified in this manner. CONTRACTOR agrees that by mutual consent this period of time may be extended to thirty (30) calendar days.

3. CONTRACTOR agrees that if the parties are still unable to obtain resolution of the issue, they shall submit a joint written Statement describing the facts of the issue, within thirty (30) calendar days after the written notice described above to COUNTY's Director of Behavioral Health, or designee, for final resolution.

B. The rights and remedies provided by this Paragraph are in addition to those provided by law to either party.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Issue Resolution Paragraph of this Exhibit A to the Agreement.

III. PATIENTS' RIGHTS

A. CONTRACTOR shall post the current DHCS Patients' Rights poster as well as the local MHP Complaint and Grievance posters in all threshold languages in locations readily available to Clients and staff and have complaint forms and complaint envelopes readily accessible to Clients.

B. In addition to those processes provided by COUNTY and the resident County, CONTRACTOR shall have complaint resolution and grievance processes approved by COUNTY, to which the Client shall have access.

1. CONTRACTOR's complaint resolution processes shall emphasize informal, easily understood steps designed to resolve disputes as quickly and simply as possible in all threshold languages.

2. CONTRACTOR's complaint resolution and grievance processes shall incorporate COUNTY's and the resident County's grievance, patients' rights, and utilization management guidelines and procedures.

C. Complaint Resolution and Grievance Process - COUNTY shall support complaint and grievance procedures in concert with the resident County that shall include the components outlined below. The resident County will handle such complaints that may include allegations of denial of rights, dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the physical plant. COUNTY will handle such complaints regarding access to

care or regarding COUNTY's Public Administrator/Public Guardian Office services.

1. Complaint Resolution. This process will specifically address and attempt to resolve Client complaints and concerns at CONTRACTOR's facility.

2. Formal Grievance. When the Client's complaint is not resolved at CONTRACTOR's facility and the Client or Client representative requests it, the complaint becomes a formal grievance. The request is made to the respective Resident County or ADMINISTRATOR and represents the first step in the formal grievance process.

3 Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with COUNTY Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve COUNTY Behavioral Health Director and the State Patients' Rights Office.

D. CONTRACTOR agrees that Clients have recourse to initiate a complaint to CONTRACTOR, appeal to the respective resident County or COUNTY's Patients' Rights Office, to file a formal grievance, file a Title IX complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the complaint or grievance, and attempt to resolve the matter.

E. CONTRACTOR agrees that no provision of the Agreement shall be construed to replace or conflict with the duties of COUNTY Patients' Rights Office pursuant to WIC Section 5500.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Patients' Rights Paragraph of this Exhibit A to the Agreement.

IV. PAYMENTS

A. COUNTY REIMBURSED IMD RATES

1. COUNTY shall pay CONTRACTOR monthly, in arrears, at the prevailing SNF/STP daily rate, as determined by the California DHCS; however, the total of all such payments to CONTRACTOR and all other providers of mental health SNF/STP services shall not exceed COUNTY's Aggregate Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement.

a. COUNTY may adjust the SNF/STP daily rate of reimbursement as directed by the DHCS.

b. COUNTY will reimburse CONTRACTOR only for services provided to Clients who are certified by COUNTY as eligible to receive services and for whom there is a current COUNTY treatment assessment/certification in place.

2. COUNTY shall collect SSI/SSP revenue. CONTRACTOR shall collect additional income sources and all other revenues due the Client, conservator/guardian, or legally responsible person to determine a Client share of cost. CONTRACTOR shall ensure that the Client share of cost is clearly stated on CONTRACTOR's invoice. CONTRACTOR shall deduct the Client's share of costs from the amount owed to CONTRACTOR by the COUNTY.

a. ADMINISTRATOR shall review and approve Client's revenue and share of cost. ADMINISTRATOR may adjust CONTRACTOR's monthly invoice if the appropriate revenue is not stated and/or the share of cost has not been appropriately deducted from the amount due from COUNTY.

b. ADMINISTRATOR may authorize CONTRACTOR to use a portion of the revenue for non-covered costs such as personal and/or incidental costs for the Client's care or personal needs. ADMINISTRATOR shall monitor such costs and may adjust the invoice to ensure that the appropriate costs are deducted from the amount due from COUNTY.

B. CONTRACTORS that provide Specialized Services in addition to SNF or SNF/STP Services, shall be reimbursed the prevailing SNF/STP daily rate and the following per diem rate for each Supplemental Service:

- a. Hearing Impaired/Psychiatric Services, N/A
- b. Specialized Nursing Care Services, N/A
- c. Subacute Services, N/A
- d. Subacute-Medical Services, N/A
- e. Augmented Treatment Services, N/A

1. CONTRACTOR's invoices 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 the 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

C. MEDI-CAL REIMBURSED SNF/STP RATES – CONTRACTORS reimbursed by Medi-Cal for SNF/STP Services provided in accordance with the Services Paragraph of this Exhibit A to the Agreement, shall invoice the State directly for those services. COUNTY shall not pay CONTRACTOR for SNF/STP Services paid directly to CONTRACTOR from the State.

D. MEDI-CAL REIMBURSED SNF RATES – CONTRACTORS reimbursed by Medi-Cal for SNF Services provided in accordance with the Services Paragraph of this Exhibit A to the Agreement, shall invoice the State directly for those services. COUNTY shall not pay CONTRACTOR for SNF Services paid directly to CONTRACTOR from the State.

E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to

comply with any provision of the Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

V. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR on forms provided by COUNTY.

B. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written special incident report referred to as a "Notable Incident Form" in accordance with the Notices Paragraph of the Agreement. Special incidents shall include, but are not limited to, a Client's suicide or attempted suicide, elopement or absence without leave, serious injury or illness, death, criminal behavior including arrests with or without conviction, positive test results for substance use from urine screenings, serious destruction of property or any other incidents which may expose COUNTY or CONTRACTOR to liability.

1. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident

C. CONTRACTOR shall provide COUNTY copies of all DHCS surveys, including any plans of correction.

D. STAFFING – CONTRACTOR shall submit to ADMINISTRATOR, on a quarterly basis, a list of persons who provide services under the Agreement and their job descriptions. The staff list shall state the employee's name, job title, profession degree, NPI number, and license number, if applicable.

E. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR which shall be received no later than fourteen (14) calendar days following the end of the month being reported. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall evaluate each Client's participation and functioning in CONTRACTOR's psycho-social rehabilitation program, and readiness for discharge.

F. CONTRACTOR shall provide census data monthly or more frequently as requested by ADMINISTRATOR.

G. CONTRACTOR shall notify ADMINISTRATOR by telephone whenever a Client is sent out for acute psychiatric or general medical hospital care. CONTRACTOR will notify ADMINISTRATOR in writing whether the Client will be accepted back as soon as the Client is stabilized and ready for return.

H. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P's. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place it in their personnel files.

I. CONTRACTOR shall obtain a NPI.

1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.
2. CONTRACTOR shall ensure that each employee who is required to obtain a NPI to provide services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPIs as soon as they are available.

J. CONTRACTOR, as the MHP, shall provide the NPP to Client, conservator/guardian, or legally responsible person at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. COUNTY shall also provide, upon request from Client, conservator/guardian, or legally responsible person the NPP for COUNTY, as the MHP, to any individual who received services under the Agreement.

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

VI. SERVICES

CONTRACTOR agrees to provide the following Psychiatric Skilled Nursing Facility services, hereunder marked with an X, pursuant to the terms and conditions specified in the Agreement for the provision of such services by and between COUNTY and CONTRACTOR dated July 1, 2022 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>PERIOD FIVE</u>
Skilled Nursing Facility Services	N/A	N/A	N/A	N/A	N/A
Skilled Nursing Facility Services with Special Treatment Program (SNF/STP) Services	X	X	X	X	X
Hearing Impaired/Psychiatric Services	X	X	X	X	X
Specialized Nursing Care Services	X	X	X	X	X
Subacute Services	X	X	X	X	X
Subacute Medical Services	X	X	X	X	X
Augmented Treatment Services	X	X	X	X	X

VII. TYPE OF PAYMENTS

CONTRACTOR agrees to the compensation marked with an "X" below.

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE
COUNTY Reimbursed IMD Rates	N/A	N/A	N/A	N/A	N/A
Medi-Cal Reimbursed SNF/STP Rates	N/A	N/A	N/A	N/A	N/A
Medi-Cal Reimbursed SNF Rates	N/A	N/A	N/A	N/A	N/A
<u>Specialized Services</u> <u>Rates</u> Hearing Impaired/Psychiatric Services	X	X	X	X	X
Specialized Nursing Care Services	X	X	X	X	X
Subacute Services	X	X	X	X	X
Subacute Medical Services	X	X	X	X	X
Augmented Treatment Services	X	X	X	X	X

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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: VISTA WOODS HEALTH ASSOCIATES LLC DBA VISTA KNOLL SPECIALIZED CARE FACILITY

Clayton Gardner _____

Print Name

DocuSigned by:

Clayton Gardner

EC51EA9BCCD840B...

Administrator _____

Title

4/21/2022

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

WILLIAM NORSETTER _____

Print Name

Deputy Purchasing Agent/Admin.
Manager II _____

Title

Signature

Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Brittany McLean _____

Print Name

DocuSigned by:

Brittany McLean

9713A4061D4343D...

Deputy County Counsel _____

Title

4/21/2022

Date