



**AMENDMENT NO. 2  
TO  
CONTRACT NO. MA-042-23010987  
FOR  
ON-SITE PSYCHIATRY AND TELEPSYCHIATRY SERVICES**

This Amendment ("Amendment No. 2") to Contract No. MA-042-23010987 for On-Site Psychiatry and Telepsychiatry Services is made and entered into on September 1, 2024 by the Parties ("Effective Date") between Orbit Health ("Contractor"), with a place of business at 26565 West Agoura Road, Suite #200 Calabasas, CA 91302, 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, the Parties executed Contract No. MA-042-23010987 for Provision of On-Site Psychiatry and Telepsychiatry Services for Correctional Health Services Programs, effective April 1, 2023 through March 31, 2026, in an amount not to exceed \$22,673,460 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective on the full date of execution, to modify the Referenced Contract Provisions; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to increase the Aggregate Maximum Obligation, to modify Paragraph II., Paragraph XIV. and Exhibit A, to add Paragraph XXXIII., Exhibit D and Exhibit E, and to change the title of the Contract.

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

1. The title of the Contract is changed from "On-Site Psychiatry and Telepsychiatry Services for Correctional Health Services Programs" to "On-Site Psychiatry and Telepsychiatry Services."
2. The Contract's Aggregate Maximum Obligation is increased by \$830,200 from \$22,673,460 to \$23,503,660.
3. Page 4, Referenced Contract Provisions, Aggregate Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

**"Aggregate Maximum Obligation:**

Total Aggregate Maximum Obligation: \$ 23,503,660"

4. Paragraph II. Alteration of Terms, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

"A. This Agreement, together with Exhibits A, B, C, D and E attached hereto and

incorporated herein, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.”

- 5. Paragraph XIV. Licenses and Laws, subparagraph B., of the Contract is deleted in its entirety and replaced with the following:

“B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. CFR, Title 42, Public Health.
12. CFR, Title 45, Public Welfare.
13. USC Title 42. Public Health and Welfare.
14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
16. 42 USC §1857, et seq., Clean Air Act.
17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
18. 31 USC 7501.70, Federal Single Audit Act of 1984.
19. Policies and procedures set forth in Mental Health Services Act.
20. Policies and procedures set forth in DHCS Letters.
21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
23. 42 CFR, Section 438, Managed Care Regulations
24. State of California – Department of General Services Agreement Number 23-79048-000
25. State of California – Department of General Services Agreement Number 22-20121.

- 6. Paragraph XXXIII. Funding Provisions is added to the Contract as follows:

**“XXXIII. FUNDING PROVISIONS**

A. The terms and conditions of State of California – Department of General Services Agreement Number 23-79048-000 and State of California – Department of General Services Agreement Number 22-20121, including their attachments, are included as part of this Agreement and are incorporated into this Agreement as Exhibit D and Exhibit E,

respectively. CONTRACTOR shall perform all work under this Contract in compliance with Exhibit D (State of California – Department of General Services Agreement Number 23-79048-000) and Exhibit E (State of California – Department of General Services Agreement Number 22-20121). “County of Orange” and “Contractor”, as used in Exhibit D and Exhibit E, shall mean CONTRACTOR for purposes of this Agreement.”

7. Exhibit A, Paragraph I. Definitions, of the Contract is deleted in its entirety and replaced with the following:

**I. 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 this Agreement.

1. “ALJ” means Administrative Law Judge.
2. “BHS” means the Health Care Agency’s Behavioral Health Services program.
3. “CHS” means the Health Care Agency’s Correctional Health Services program.
4. “Client” means Custody Patient.
5. “Contract Officers” means ADMINISTRATOR’s and CONTRACTOR’s designees, who shall administer this Agreement for the respective parties.
6. “County Health Care Professional” means physicians, nurses, health officers or other persons or classes of persons designated by ADMINISTRATOR to perform the treatment authorization functions specified in this Agreement.
7. “Custody Patient” means any of the following:
  - a. An Orange County Jail or Orange County Probation Department inmate referred to CONTRACTOR by any CHS or BHS staff member or Deputy.
  - b. A minor brought to CONTRACTOR, for treatment, who is under the care and custody of the Orange County Probation Department pursuant to, or pending the filing of, a petition under the Welfare and Institutions Code.
8. “DSH” means Department of State Hospitals.
9. “Deputy” means a sworn officer of the Orange County Sheriff’s Department or Orange County Probation Department
10. “Detention Facility” means a jail facility within the Orange County Jail system or Orange County Probation Department.
11. “Diagnosis” means the definition of the nature of the Custody Patient’s disorder. When formulating the diagnosis of Custody Patient, CONTRACTOR shall use the diagnostic codes and axis as specified in the International Classification of Diseases (ICD) 10.
12. “EASS” means Early Access for Stabilization Services.
13. “Fiscal Year” means the period from July 1 through the following June 30.
14. “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 law 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.
15. “IMO” means Involuntary Medication Order.
16. “JHS” means the Health Care Agency’s Juvenile Health Services Program.

17. "Medical Services" means any diagnostic, treatment, or supportive services, excluding TB screenings, which are determined by ADMINISTRATOR to be medically necessary to protect life or prevent significant disability, and/or to diagnose and treat illness or injuries which require treatment to prevent serious deterioration of health. Medical Services include any service or examination authorized in accordance with this Agreement.

18. "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. "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 an individual or group of Clients.

19. "PMU" means Patient Management Unit.

20. "Professional Services" means those Medical Services and Mental Health Services provided by physicians or medical technicians with current training and a valid license or certificate, as appropriate, to act within the scope of their professional classification.

21. "Psychiatrist" means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 623.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Definitions Paragraph of this Exhibit A to the Agreement."

8. Exhibit A, Paragraph II. Interruptions in Service, of the Contract is deleted in its entirety and replaced with the following:

**II. INTERRUPTIONS IN SERVICE**

A. CONTRACTOR may be excused from providing services hereunder, or such portions thereof as CONTRACTOR is incapable of performing, if CONTRACTOR is prevented from providing or arranging for the provision of services by reason of war, fire, insurrection, COUNTY labor matters, riots, lockdown of the CHS or BHS Facilities, earthquakes, other acts of God, or other grave cause beyond CONTRACTOR's reasonable control, as determined acceptable by COUNTY; provided CONTRACTOR gives written notice of the cause of its inability to perform to COUNTY within thirty-six (36) hours of the start of the cause of its inability to perform and CONTRACTOR avails itself of any available remedies to resume performance and minimize the effects of its inability to perform.

1. To the extent CONTRACTOR is held harmless for damages suffered by COUNTY during such interruption of services, any obligation by COUNTY to pay CONTRACTOR may be reduced in COUNTY's sole discretion.

2. To the extent that any disruption of services in progress is the result of actions taken by OCSD or Orange County Probation Department for security purposes, and CONTRACTOR is excused from providing services hereunder pursuant to this Paragraph II.A., any obligation by COUNTY to pay CONTRACTOR shall not be affected.

3. Any excused performance in no event excuses CONTRACTOR's other obligations under this Agreement.

B. Notwithstanding the foregoing, in no event shall CONTRACTOR's performance be excused for shutdowns, disruptions, or malfunctions of CONTRACTOR's network or any of CONTRACTOR's telecommunication or internet services other than as a result of general and widespread internet or telecommunication failures that are not limited to CONTRACTOR.

C. If CONTRACTOR is unable to provide or arrange for the provision of a substantial portion of the services hereunder for twenty (20) consecutive calendar days or twenty (20) calendar days in a thirty (30) calendar day period, COUNTY may terminate all or a portion of this Agreement upon ten (10) calendar days prior written notice given at any time during or after such period to CONTRACTOR.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Interruptions in Service Paragraph of this Exhibit A to the Agreement."

9. Exhibit A, Paragraph IV. On-Site Psychiatry Services, of the Contract is deleted in its entirety and replaced with the following:

**“IV. ON-SITE PSYCHIATRY SERVICES**

A. Unless otherwise specified herein, the cost of all services provided in accordance with this Paragraph IV shall be deemed included in COUNTY's Aggregate Maximum Obligation to CONTRACTOR for each Period.

B. On-Site Psychiatry Services

1. CONTRACTOR shall provide on-site Psychiatric Services that include psychiatric assessment, psychiatric treatment and psychiatric support services in accordance with all applicable laws and regulations for adults only in COUNTY's Detention Facilities.

a. COUNTY facilities are operational twenty-four (24) hours a day, seven (7) days a week. Scheduling needs will be addressed through a combination of on-site psychiatry, telepsychiatry, an on-call psychiatric services at the discretion of ADMINISTRATOR. COUNTY will fill schedules based on COUNTY's operational need. Facilities and work assignments may change based on ADMINISTRATOR'S discretion. Lunch breaks are not included in covered costs.

2. CONTRACTOR shall meet minimum hours required for one-on-one psychiatry services as determined by ADMINISTRATOR.

a. CONTRACTOR shall provide California licensed board eligible or board-certified psychiatrists and board-certified mental health nurse practitioners to meet COUNTY's needs within this Agreement. Board eligible psychiatrists shall obtain certification within one (1) year of first providing services under this Agreement.

3. ADMINISTRATOR retains authority to assign schedules and work locations based upon COUNTY's operational need.

4. On-Site Psychiatric services shall include, but not be limited to, the following for non-EASS Custody Patients within the COUNTY detention facility:

a. A psychiatric evaluation, which shall include a review of each Custody Patient's medical and psychiatric history, diagnosis, and be completed in accordance with the current ICD.

1) A treatment plan individualized for each specific Custody Patient, including initiating or continuing psychiatric medications.

2) All encounters must be appropriately documented within the CHS or BHS electronic health record.

b. Medication management conducted on a daily basis utilizing the existing formulary which includes timely thirty (30)-, sixty (60)- and ninety (90)-day review and renewal, if necessary, of medications pending expiration.

c. Recommendation of additional laboratory and diagnostic services, when necessary for the initiation and monitoring of psychiatric medication treatments. Review laboratory and diagnostic results, including electrocardiogram (EKG) reports, to support treatment plan.

d. Collaboration with healthcare and custody staff to recommend appropriate custody housing, including safety cell placement, mental health housing and hospitalization.

e. Psychiatrists shall be available for provider consult and act as a resource for Nurse Practitioner personnel.

f. When assigned to mental health housing, participation in multi-discipline team meetings as necessary.

g. Participation in meetings, workgroups or other duties that fall within the scope of licensure to assist with continuity of operations within the correctional environment.

h. Respond to court orders and be available for court appearances/testimony when required.

5. On-Site Psychiatric services shall include, but not be limited to, the following for the EASS Custody Patients within the COUNTY detention facility:

a. Within eight (8) calendar days of enrollment into EASS: psychiatric evaluation, evaluation report, and medications initiated.

b. Weekly individual follow up/medication management sessions.

c. If Custody Patient does not have IMO and is refusing psychiatric intervention through routine means, psychiatrist/CONTRACTOR must notify the EASS manager no later than five (5) business days after initial psychiatric evaluation.

d. Psychiatrist/CONTRACTOR will assess to determine if IMO is medically necessary and appropriate and notify DSH if an ALJ hearing is needed.

e. Expert Testimony if required.

f. If Custody Patient does have IMO and is refusing medications, CONTRACTOR must coordinate with Sheriff's Department to administer medications involuntarily.

g. All encounters must be appropriately documented within the CHS electronic health record.

h. Medication management utilizing the existing formulary.

i. Recommendation of additional laboratory and diagnostic services, when necessary for the initiation and monitoring of psychiatric medication treatments. Review laboratory and diagnostic results, including electrocardiogram (EKG) reports, to support treatment plan.

j. Collaboration with healthcare and custody staff to recommend appropriate custody housing, including safety cell placement, mental health housing and hospitalization.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the On-Site Psychiatry Services Paragraph of this Exhibit A to the Agreement."

10. Exhibit A, Paragraph V. Telepsychiatry Services, subparagraph B.3.a.2., of the Contract is

deleted in its entirety and replaced with the following:

“2) All encounters must be appropriately documented within the CHS or BHS electronic health record.”

11. Exhibit A, Paragraph V. Telepsychiatry Services, subparagraph B.4.a., of the Contract is deleted in its entirety and replaced with the following:

“a. Psychiatrists shall be available to provide telephone orders for prescribing medications that have been verified by CHS or BHS staff, as well as determining housing and other orders necessary to provide appropriate services to Custody Patients with mental health needs.”

12. Exhibit A, Paragraph VII. Records, subparagraph F., of the Contract is deleted in its entirety and replaced with the following:

" F. Maintenance of Files and Contract Close-Out

1. CONTRACTOR shall store and maintain at the very least within the State of California all medical and/or clinical records, both hardcopy and electronic, for a period of ten (10) years after the end of the Agreement, and shall make these records available upon request. CONTRACTOR shall provide ready access of all archived images, reports and examination results to authorized CHS or BHS medical staff via internet, electronic health record interface or downloaded files onto appropriate media.

2. On completion or termination of Agreement, CONTRACTOR shall return all records to CHS or BHS within sixty (60) calendar days. CONTRACTOR shall provide CHS or BHS with an orderly schedule of transferring records and have that schedule approved prior to the return of such records.

3. Upon completion or termination of the Agreement, CONTRACTOR shall forthwith return to CHS or BHS all material constituting or containing confidential information. CONTRACTOR shall not thereafter use, copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such information to any third party.”

13. Exhibit A, Paragraph IX. Rules and Regulations, subparagraph F., of the Contract is deleted in its entirety and replaced with the following:

“F. CONTRACTOR shall comply with the background clearance required by OCSD or Orange County Probation Department for subcontractors that require facility access.”

14. Exhibit A., Paragraph X. Staffing, subparagraphs B. through E., of the Contract are deleted in their entirety and replaced with the following:

“B. CONTRACTOR, subcontractors, and all CONTRACTOR employees, including future employees hired during the term of this Agreement, who perform services at any designated Detention Facility must pass a thorough background investigation conducted by OCSD and/or Orange County Probation Department before the start of the Agreement or before the start of performance under this Agreement by any subcontractor or CONTRACTOR employee. Individuals who do not pass the background check are not allowed access to any designated Detention Facilities or data with no exception.

C. CONTRACTOR shall require all support staff and subcontractors not assigned within a designated Facility but with a business need to work within a designated Detention

Facility to complete and maintain an active security clearance conducted by OCSD and/or Orange County Probation Department. Security clearances allow staff to be escorted within the designated Facility to conduct necessary business. Security clearances must be renewed annually.

D. CONTRACTOR shall maintain required records for its employees and subcontractors, including verification of credentials, current licensures, certificates, work schedules and make copies available for display at workplace.

E. CONTRACTOR shall provide and maintain current listing of its designated Detention Facility assigned staff and shall advise ADMINISTRATOR of any of CONTRACTOR's staff changes, additions, and terminations/separations within a reasonable period of time from the date of such changes, additions, and terminations/separations. Any identification cards/keys issued to CONTRACTOR's staff to gain access to OCSD's or Orange County Probation Department's Facilities shall be surrendered to CHS or BHS Administration as soon as possible after the staff is no longer assigned to a designated Detention Facility."

15. Exhibit A, Paragraph XI. Utilization Review/Quality Assurance, subparagraph C., is deleted in its entirety and replaced with the following:

"C. CONTRACTOR shall participate in any CHS or BHS Utilization Review program and/or Quality Assurance program for the review of all services provided pursuant to this Agreement."

16. Exhibit D. State of California – Department of General Services Agreement Number 23-79048-000 is added to the Contract.
17. Exhibit E. State of California – Department of General Services Agreement Number 22-20121 is added 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. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. 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: Orbit Health**

Arshya Vahabzadeh M.D.

Chief Executive Officer

Print Name  
DocuSigned by:  
*Arshya Vahabzadeh M.D.*  
6748B91C09F6409...  
Signature

Title  
7/25/2024  
Date

Edward Kaftarian

CEO, Orbit Health Telepsychiatry

Print Name  
DocuSigned by:  
*Edward Kaftarian*  
98040C7001E643A...  
Signature

Title  
7/25/2024  
Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name  
DocuSigned by:  
*Brittany McLean*  
71CFE638662E411...  
Signature

Title  
7/25/2024  
Date

EXHIBIT D  
TO AGREEMENT FOR PROVISION OF  
ON-SITE PSYCHIATRY AND TELEPSYCHIATRY SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORBIT HEALTH  
APRIL 1, 2023 THROUGH MARCH 31, 2026

(Attached separately.)

EXHIBIT E  
TO AGREEMENT FOR PROVISION OF  
ON-SITE PSYCHIATRY AND TELEPSYCHIATRY SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORBIT HEALTH  
APRIL 1, 2023 THROUGH MARCH 31, 2026

(Attached separately.)