

## AMENDMENT NO. 3 TO CONTRACT NO. MA-042-19010138 FOR PHYSICIAN SERVICES

This Amendment ("Amendment No. 3") to Contract No. MA-042-19010138 for Physician Services is made and entered into on July 1, 2022 ("Effective Date") between The Department of Psychiatry dba UCI Department of Psychiatry ("Contractor"), with a place of business at 333 City Boulevard West, Suite 200, Orange, CA 92868, 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-042-19010138 ("Contract") for Physician Services, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$677,529; and

WHEREAS, the Parties executed Amendment No. 1 on July 1, 2019 to increase the Period Two Maximum Obligation by \$379,157 and the Period Three Maximum Obligation by \$379,157, for a revised cumulative total amount not to exceed \$1,435,843; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in the amount not to exceed \$605,000, for a revised cumulative total amount not to exceed \$2,040,843, renewable for one additional one-year term; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Exhibit A and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

- 1. The Contract is renewed for a term of one (1) year, effective July 1, 2022 through June 30, 2023, in the amount not to exceed \$605,000 for this renewal term, for a revised cumulative total amount not to exceed \$2,645,843; on the amended terms and conditions.
- 2. Page 4, Referenced Contract Provisions, lines 2 through 11 of the Contract are deleted in their entirety and replaced with the following:

"**Term:** July 1, 2018 through June 30, 2023

Period One means the period from July 1, 2018 through June 30, 2019 Period Two means the period from July 1, 2019 through June 30, 2020 Period Three means the period from July 1, 2020 through June 30, 2021 Period Four means the period of July 1, 2021 through June 30, 2022 Period Five means the period of July 1, 2022 through June 30, 2023

# Amount not to exceed:

Period One Maximum Obligation:	\$225,843
Period Two Maximum Obligation:	605,000
Period Three Maximum Obligation:	605,000
Period Four Maximum Obligation:	605,000
Period Five Maximum Obligation:	<u>605,000</u>
TOTAL MAXIMUM OBLIGATION:	\$2,645,843"

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

"A. COUNTY agrees to pay Physician stipends, throughout the term of the Agreement as specified in the Services Paragraph of this Exhibit A to the Agreement. COUNTY shall pay CONTRACTOR quarterly in arrears, upon receipt of a properly completed invoice, the amount of \$40,700 for Psychiatry Residents and \$15,760.75 for Child Fellows, for a total amount of \$225,843, for Period One and the amount of \$110,000 per 1.0 FTE, for a maximum amount of \$605,000, for Period Two, Period Three, Period Four and Period Five; provided, however, that the total of such payments shall not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions."

This Amendment No. 3 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. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.

# SIGNATURE PAGE FOLLOWS

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of 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: The Department of Psychiatry dba UCI Department of Psychiatry

Randolph Siwabessy	Chief Financial Officer	
Print Name	Title	
Docusigned by:	3/18/2022	
Kandolph Siwabessy	Date	

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Signature

#### APPROVED AS TO FORM

Office of the County Counsel Orange County, California Brittany McLean

Print Name DocuSigned by:

Brittany Melean -9713A4061D4343D... Title

Date

Deputy County Counsel

3/18/2022

Date