

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CEP AMERICA – CALIFORNIA, a California General Partnership d/b/a Vituity**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this thirty first (31<sup>st</sup>) day of December, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CEP AMERICA – CALIFORNIA, a California General Partnership d/b/a Vituity, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for emergency and correctional health services for the term of January 1, 2020 through December 31, 2022; and

WHEREAS, the parties first amended the Agreement to add funds and Exhibit D to the Agreement on April 20, 2021; and

WHEREAS, the parties secondly amended the Agreement to add funds and Exhibit A1 to the Agreement on September 30, 2021; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement by one month from January 1, 2020 through December 31, 2022 to January 1, 2020 through March 31, 2023 and add SIX HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$ 675,000.00) to the "not to exceed" amount.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 1.5.1 of the Agreement is amended to read as follows:

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed EIGHT MILLION TWENTY-ONE THOUSAND SEVEN HUNDRED DOLLARS (\$8,021,700.00).

2. Section 3.1 of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2020 through March 31, 2023. The Agreement shall supersede all prior agreements.

3. Exhibit B, Section I, Subsection A. is amended to read as follows:

For the period January 1, 2020 through March 31, 2023, Contractor shall invoice the County on a monthly basis at the rate of THIRTY-SEVEN THOUSAND NINE HUNDRED FIVE DOLLARS (\$37,905.00) per month, not to exceed FOUR HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$454,860) for each one year period of this three-year and three month agreement and FIVE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS (\$568,575.00) for the fifteen month period between January 1, 2021 through March 31, 2023.

- 4. Exhibit B, Section II, Subsection H of the Agreement is amended to read as follows:  
Contractor will be paid at a fixed rate of ONE MILLION NINE HUNDRED FIFTY FIVE THOUSAND AN DSIXTEEN DOLLARS (\$1,955,016) per year to be paid in monthly installments of ONE HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED AND EIGHTEEN DOLLARS (\$162,918) per month except when Exhibit A1, or Exhibit B, Section II and/or Section II, E are applied and result in a different compensation. The maximum amount payable under this Agreement for its three year and three month term shall not exceed EIGHT MILLION TWENTY ONE THOUSAND SEVEN HUNDRED DOLLARS (\$8,021,700.00).
- 5. **All other terms and conditions of the agreement, as previously amended, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CEP America-California, a California General Partnership d/b/a/ Vituity

<small>DocuSigned by:</small> <i>David Birdsall</i>	<u>12/8/2022</u>	<u>David Birdsall, MD, COO</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board