

**Third Amendment to Agreement
Between the County of San Mateo and CEP America – California, a California
General Partnership d/b/a Vituity for Emergency and Correctional Health Services**

THIS AMENDMENT TO THE AGREEMENT, entered into **this_____ day**
of_____2026, 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 medicine and correctional health services for the term of April 1, 2023 through March 31, 2026, in an amount not to exceed \$ 8,219,336.00 (the "Agreement") ; and

WHEREAS, on May 1, 2023 the parties amended the Agreement to add flexibility to the scheduling of physician services for Correctional Health Services and to clarify that Vituity's Medical Director should provide extra services by participating in the Hospital's performance improvement council for emergency medical services with no increase in contract cost; and

Whereas on September 3, 2025 the parties entered into a second amendment to the Agreement to increase the "not to exceed" amount of the Agreement by \$25,000.00 to an amount "not to exceed" \$ 8,244,336.00 to provide for additional Epic "Super User" services, to make various conforming references within the Agreement concerning Advanced Practice Practitioners, and various edits for clarity and consistency; and

WHEREAS, the parties desire to extend the Agreement by three month(s) and accordingly proportionately increase the amount payable under the Agreement by \$ 690,790.00 to an amount "not to exceed" \$8,935,126.00 to accommodate the services provided under the extended term;

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

1. Exhibit B., Section I. (entitled “Compensation for Correctional Health Services”, subsection F. (entitled “Correctional Health “Not to Exceed Amount”) is amended to read as follows:

The cost of all correctional health services described immediately above as set forth in this Section I. shall not exceed ONE MILLION SIX HUNDRED SEVENTY THOUSAND FOUR HUNDRED TWENTY-ONE (\$1,670,421.00).

2. Exhibit B., Section II. (entitled “Compensation for Emergency Department (ED) Services”, subsection F. (entitled “Emergency Department “Not to Exceed Amount”) is amended to read as follows:

The cost of all emergency department services described immediately above as set forth in this Section II. shall not exceed SEVEN MILLION TWO HUNDRED SIXTY FOUR THOUSAND SEVEN HUNDRED FIVE DOLLARS (\$7,264,705.00)

3. Section 1.5 (entitled “**Payments**”), subsection 1.5.1 (entitled “Maximum Amount”), is hereby amended to read as follows:

In full consideration of Contractor’s performance of the services described in Exhibits A and D, the amount that County shall pay for services rendered under this Agreement shall not exceed EIGHT MILLION NINE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED TWENTY-SIX DOLLARS (\$8,935,126.00).

4. Section 3.1 of the Agreement (entitled “**Term**”) is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2023 through June 30, 2026.

5. **All other terms and conditions of the Agreement 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**

Signed by:  <small>9404F895C039425</small>	2/12/2026	David Birdsall, MD, COO
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