



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-19010058  
FOR  
WHOLE PERSON CARE PROGRAM SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-19010058 for Whole Person Care Program Services is made and entered into on May 26, 2021 (“Effective Date”) between Lestonnac Free Clinic (“Contractor”), with a place of business at 1215 East Chapman Ave., Orange, CA 92866, 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., Suite 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-042-19010058 for Whole Person Care Program Services, effective July 1, 2018 through December 31, 2020, with a Maximum Obligation of \$600,000 (“Contract”); and

**WHEREAS**, on July 1, 2019, the Parties executed Amendment No. 1 to the Contract to increase the Maximum Obligation by \$100,000, for a revised Maximum Obligation of \$700,000, and to amend Exhibit A to clarify service requirements; and

**WHEREAS**, on December 30, 2020, the Parties executed Amendment No. 2 to the Contract to extend the Contract for one year, effective January 1, 2021 through December 31, 2021; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 3 to amend the Contract to correct the name of Contractor in the Contract, to include the Contract’s Period Four Maximum Obligation and to increase the Maximum Obligation; and

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

1. Contractor’s name in the Contract is corrected to read “Lestonnac Free Clinic”, effective October 1, 2017. All references to “St. Jeanne de Lestonnac Free Clinic dba Lestonnac Free Clinic” in the Contract shall be references to “Lestonnac Free Clinic”.
2. Referenced Contract Provisions, Maximum Obligation section of the Contract is deleted in its entirety and replaced with the following:

**“Maximum Obligation: \$800,000”**

Period One Maximum Obligation:	\$200,000
Period Two Maximum Obligation:	\$250,000
Period Three Maximum Obligation:	\$250,000
Period Four Maximum Obligation:	\$100,000
Total Maximum Obligation:	\$800,000

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

“B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement, or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both Parties.”

3. Paragraph V. Confidentiality, subparagraph B of the Contract is deleted in its entirety and replaced with the following:

“B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.”

4. Exhibit A, III. Contractor Obligations, subparagraph B of the Contract is deleted in its entirety and replaced with the following:

“B. PROVIDER shall recruit and add up to the following WPC providers per Period who will accept social services referrals:

1. Period One – four (4)
2. Period Two – five (5)
3. Period Three – five (5)
4. Period Four – two (2)”

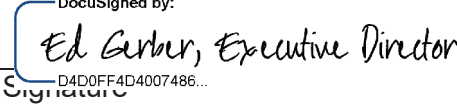
This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 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 either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of 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: Lestonnac Free Clinic**

Ed Gerber, Executive Director	Exec Dir
_____ Print Name	_____ Title
 D4D0FF4D4007486... Signature	4/23/2021
	_____ Date


_____ Print Name	_____ Title
_____ Signature	_____ Date

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

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	_____ Title
_____	_____

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY:  9713A4061D4343D...	DATED: 4/23/2021
_____	_____