



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-20010234  
FOR  
COMMUNITY CLINIC SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA 042-20010234 for Community Clinic Services is made and entered into on October 1, 2020 (“Effective Date”) between «LC\_NAME», «LC\_DBA» (“Contractor”), with a place of business at «ADDRESS», «CITY\_STATE\_ZIP», 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, County of Orange (County) receives Tobacco Settlement Revenues; and

WHEREAS, there exists an established network of community clinics and Federally Qualified Health Center in Orange County with the capability to deliver direct medical, dental, mental health, vision, and physical/occupational therapy services using Tobacco Settlement Revenues; and

WHEREAS, County wished to contract with Contractor for the provision of direct medical, dental, mental health, physical therapy, occupational therapy, and vision services described herein to the residents of Orange County; and

WHEREAS, Parties executed Contract No. MA 042-20010234 for Community Clinic Services, effective July 1, 2019 through June 30, 2021, in an amount not to exceed \$13,729,304 (“Contract”); and

WHEREAS, Contractor chose to participate in and provide COVID-19 Testing Services and the Parties executed Amendment No. 1 to Contract for the provision of COVID-19 Testing Services, in accordance with CARES Act rules and regulations, effective April 1, 2020 through December 30, 2020, in an amount not to exceed \$4,709,500 to be shared across all participating Contractors; and

WHEREAS, the Parties executed Amendment No. 2 to Contract for clarification and modification of administrative and programmatic reporting and invoicing specific to the provision of COVID-19 Testing Services with Contractor, effective September 1, 2020; and

WHEREAS, the Parties desire to enter into this Amendment No. 3 to amend the Contract to increase Tobacco Settlement Revenues and Whole Person Care funding for Uncompensated Care Visits provided by established community clinics providers, effective October 1, 2020, increasing the maximum obligation by \$3,849,393, for a total amount not to exceed \$22,288,197.

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

1. Referenced Contract Provisions, Aggregate Maximum Obligation through Total Maximum Obligation lines, are hereby deleted and replaced as follows:

<b>“Aggregate Maximum Obligation: TSR Funds</b>	<b>Grant Funds</b>	<b>CARES Act</b>	<b>Total</b>
Period One Maximum Obligation \$ 5,426,527	\$ 1,917,500	155,348	\$ 7,499,375
Period Two Maximum Obligation <u>7,583,764</u>	<u>2,650,906</u>	<u>4,554,152</u>	<u>14,778,822</u>
<b>TOTAL MAXIMUM OBLIGATION \$13,010,291</b>	<b>\$ 4,568,406</b>	<b>\$ 4,709,500</b>	<b>\$22,288,197”</b>

2. Subparagraph II.B.1.A of Exhibit B is hereby deleted and replaced as follows:

“a. WPC Participating Clinics and committed portion of the TSR Allocation to the WPC IGT:

<u>Contracting Clinic</u>	Period One TSR Commitment	Period Two TSR Commitment
Buena Park Community Clinic	\$ 35,000	\$ 35,000
Families Together of Orange County	50,000	125,000
Hurt Family Health Clinic, Inc.	137,000	177,000
Korean Community Services, Inc.	55,000	55,000
Livingstone Community Development Corporation	50,000	50,000
North Orange County Regional Health Foundation	25,000	50,000
Serve the People, Inc.	200,000	511,078
Share Our Selves Corporation	200,000	645,000
St. Jeanne de Lestonnac Free Clinic dba Lestonnac Free Clinic	100,000	100,000
Southland Integrated Services Inc.	<u>50,000</u>	<u>50,000</u>
<b>TOTAL:</b>	<b>\$ 902,000</b>	<b>\$1,798,078”</b>

3. Subparagraph III.A. of Exhibit B is hereby deleted and replaced as follows:

“ A. If Contractor is participating in the WPC Program, County shall pay Contractor up to the following amounts per Period for its participation in the WPC Program from July 1, 2019 through December 31, 2020:

Contracting Clinic	Period One	Period Two
Buena Park Community Clinic	\$ 87,500	\$ 78,750
Families Together of Orange County	100,000	175,000
Hurt Family Health Clinic, Inc.	342,500	348,250
Korean Community Services, Inc.	137,500	123,750
Livingstone Community Development Corporation	100,000	94,078
North Orange County Regional Health Foundation	50,000	75,000
Serve the People, Inc.	500,000	761,078
Share Our Selves Corporation	500,000	895,000
Southland Integrated Services Inc.	<u>100,000</u>	<u>100,000</u>
<b>TOTAL:</b>	<b>\$1,917,500</b>	<b>\$2,650,906</b>

## 4. Subparagraph III.B. of Exhibit B is hereby deleted and replaced as follows:

“B. County shall pay Contractor at the following monthly amounts, in arrears, not to exceed the total per Period amount, referenced in subparagraph III.A. above:

Contracting Clinic	Period One	Period Two
Buena Park Community Clinic	\$ 7,292	\$ 13,125
Families Together of Orange County	8,334	29,167
Hurtt Family Health Clinic, Inc.	28,542	58,042
Korean Community Services, Inc.	11,459	20,625
Livingstone Community Development Corporation	8,334	15,680
North Orange County Regional Health Foundation	4,167	12,500
Serve the People, Inc.	41,667	26,847
Share Our Selves Corporation	41,667	49,167
Southland Integrated Services Inc.	8,334	16,667
TOTAL:	<u>\$159,796</u>	<u>\$ 441,820”</u>

This Amendment No. 3 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, Amendment No. 2, Amendment No. 1, and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, 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 the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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:** «LC\_NAME», «LC\_DBA»

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

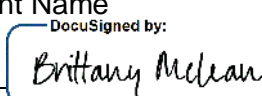
**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____

Approved as to Form

Office of the County Counsel County of Orange, California

Brittany McLean	Deputy County Counsel
_____	_____
Print Name	Title
	8/27/2020
Sig. 9713A4081D4343D...	_____
	Date