

1 SECOND AMENDMENT  
2 TO AGREEMENT FOR PROVISION OF  
3 RECUPERATIVE CARE SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND

7 «CONTRACTOR\_NAME\_»

8 JULY 1, 2017 THROUGH DECEMBER 31, 2020  
9

10 THIS SECOND AMENDMENT TO AGREEMENT entered into this 23rd day of January 2018, is  
11 by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY),  
12 and «CONTRACTOR\_NAME\_» a «CONTRACTOR\_BUSINESS\_STATUS» (CONTRACTOR).  
13 COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or  
14 collectively as "Parties." This Second Amendment, First Amendment and original Agreement shall  
15 continue to be administered by the County of Orange Health Care Agency (ADMINISTRATOR).  
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17 **W I T N E S S E T H:**  
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19 WHEREAS, on the 1<sup>st</sup> day of July 2017, COUNTY and CONTRACTOR previously entered into  
20 that certain Agreement for the provision of Recuperative Care Services for the period of July 1, 2017  
21 through December 31, 2020; and  
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23 WHEREAS, on June 27, 2017, the Board of Supervisors authorized ADMINISTRATOR to increase  
24 the Agreement Maximum Obligation by an amount not to exceed \$50,070, which is 10% of the original  
25 amount for the first period of the Agreement; and  
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27 WHEREAS, on December 1, 2017, under the authority given by the Board of Supervisors on June  
28 27, 2017, ADMINISTRATOR authorized an increase of the Agreement amount by \$50,070 for Period  
29 One, and the Parties entered into a First Amendment to Agreement revising the Maximum Obligation  
30 for Period One from \$500,700 to \$550,770, for a revised Total Maximum Obligation of \$4,148,070; and  
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32 WHEREAS, COUNTY now desires to increase the funding for this Agreement by \$738,430 for  
33 additional Recuperative Care services, revising the Aggregate Maximum Obligation from \$4,148,070 to  
34 \$4,886,500, for the period July 1, 2017 through June 30, 2020; and  
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36 WHEREAS, CONTRACTOR desires to accept the additional funding and is agreeable to the  
37 rendering of such services pursuant to the terms and conditions of the original Agreement;

1 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained  
2 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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4 1. Page 4, lines 10 through 15 of the Agreement are amended to read as follows:

5 “Aggregate Maximum Obligation: \$4,886,500

6 Period One Maximum Obligation: \$ 832,350

7 Period Two Maximum Obligation: 1,153,650

8 Period Three Maximum Obligation: 1,450,250

9 Period Four Maximum Obligation: 1,450,250

10 TOTAL MAXIMUM OBLIGATION: \$4,886,500”

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12 In all other respects, the terms of the underlying Agreement, as previously amended by the First  
13 Amendment and not specifically changed by this Second Amendment, shall remain in full force and effect  
14 and incorporated herein by this reference.

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1 IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Agreement, in  
2 the County of Orange, State of California.

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4 «CONTRACTOR\_NAME\_»

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7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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9 TITLE: \_\_\_\_\_

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12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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14 TITLE: \_\_\_\_\_

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18 COUNTY OF ORANGE

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21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

22 HEALTH CARE AGENCY

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24  
25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA

28 DocuSigned by:  
29 BY: *Eric Devine* DATED: 12/26/2017  
30 DEPUTY

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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by ADMINISTRATOR.