

THIRD AMENDMENT  
TO AGREEMENT FOR PROVISION OF  
RECUPERATIVE CARE SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND

«CONTRACTOR\_NAME\_»

JULY 1, 2017 THROUGH DECEMBER 31, 2020

THIS THIRD AMENDMENT TO AGREEMENT entered into this 10th day of April 2018, is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and «CONTRACTOR\_NAME\_» a «CONTRACTOR\_BUSINESS\_STATUS» (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Third Amendment, Second Amendment, First Amendment, and original Agreement shall continue to be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, on the 1<sup>st</sup> day of July 2017, COUNTY and CONTRACTOR previously entered into that certain Agreement for the provision of Recuperative Care Services for the period of July 1, 2017 through December 31, 2020; and

WHEREAS, on June 27, 2017, the Board of Supervisors authorized ADMINISTRATOR to increase the Agreement Maximum Obligation by an amount not to exceed \$50,070, which is 10% of the original amount for the first period of the Agreement; and

WHEREAS, on December 1, 2017, under the authority given by the Board of Supervisors on June 27, 2017, ADMINISTRATOR authorized an increase of the Agreement amount by \$50,070 for Period One, and the Parties entered into a First Amendment to Agreement revising the Maximum Obligation for Period One from \$500,700 to \$550,770, for a revised Total Maximum Obligation of \$4,148,070; and

WHEREAS, on January 23, 2018, the Board of Supervisors approved the Second Amendment to the Agreement increasing the funding for this Agreement by \$754,820 for additional Recuperative Care services, revising the Aggregate Maximum Obligation from \$4,148,070 to \$4,902,890, for the period July 1, 2017 through June 30, 2020; and

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1 WHEREAS, COUNTY now desires to increase the funding for this Agreement by \$3,483,627 for  
2 additional Recuperative Care services, revising the Aggregate Maximum Obligation from \$4,902,890 to  
3 \$8,386,517, for the period July 1, 2017 through June 30, 2020; and

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5 WHEREAS, CONTRACTOR desires to accept the additional funding and is agreeable to the  
6 rendering of such services pursuant to the terms and conditions of the original Agreement;

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

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

12 “Aggregate Maximum Obligation: \$8,386,517

|    |                                  |                    |
|----|----------------------------------|--------------------|
| 13 | Period One Maximum Obligation:   | \$ 906,640         |
| 14 | Period Two Maximum Obligation:   | \$4,636,277        |
| 15 | Period Three Maximum Obligation: | \$1,450,250        |
| 16 | Period Four Maximum Obligation:  | <u>\$1,392,350</u> |
| 17 | TOTAL MAXIMUM OBLIGATION:        | \$8,386,517”       |

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

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1 IN WITNESS WHEREOF, the Parties have executed this Third 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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25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA

28 BY:  \_\_\_\_\_ DATED: 3-12-18  
29 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.