

FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF
WHOLE PERSON CARE PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ST. JEANNE DE LESTONNAC FREE CLINIC
DBA
LESTONNAC FREE CLINIC
JULY 1, 2018 THROUGH DECEMBER 31, 2020

THIS FIRST AMENDMENT TO AGREEMENT (First Amendment) entered into this 1st day of July, 2019, is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and ST. JEANNE DE LESTONNAC FREE CLINIC DBA LESTONNAC FREE CLINIC, a California nonprofit corporation (CONTRACTOR). The Original Agreement and the First Amendment are and shall continue to be administered by the Director of the COUNTY’s Health Care Agency or his/her authorized designee (“ADMINISTRATOR”).

W I T N E S S E T H:

WHEREAS, on the 22nd day of May 2018, COUNTY and CONTRACTOR previously entered into that certain Agreement for the provision of Whole Person care Program Services for the period July 1, 2018 through December 31, 2020; and

WHEREAS, COUNTY and CONTRACTOR agree to amend the Agreement for the provision of Whole Person Care Services to correct the defined periods, basis for reimbursement, payment method; and remove Expenditure and Revenue Paragraph; and

WHEREAS, on or about July 1, 2019, ADMINISTRATOR intends to authorize an increase of the Agreement amount by \$50,000 for Period Two and \$50,000 for Period Three, revising the Maximum Obligations for Period Two from \$200,000 to \$250,000 and for Period Three from \$200,000 to \$250,000 for a revised Total Maximum Obligation of \$700,000; and

WHEREAS, the increased amounts for Period Two and Period Three require additional changes to Exhibit A of the Agreement, as set forth herein; and

WHEREAS, the changes to Exhibit A, as set forth herein, do not alter the scope and services required to be provided by the CONTRACTOR and do not materially affect the Parties’ original agreements; and

WHEREAS, CONTRACTOR desires to accept the additional funding and agrees to continue to provide services pursuant to terms and conditions of the original Agreement and scope of work for the provision of Whole Person Care Services; and

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, line 3, 4, and 5 of the Agreement are amended as follows:

- 5 “Term: Period 1: July 1, 2018 through December 31, 2018
- 6 Period 2: January 1, 2019 through December 31, 2019
- 7 Period 3: January 1, 2020 through December 31, 2020”

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9 2. Page 4, line 7, 8, 9, and 10 of the Agreement are amended as follows:

10 “Maximum Obligation:

11 Period One Maximum Obligation:	\$200,000
12 Period Two Maximum Obligation:	250,000
13 Period Three Maximum Obligation:	<u>250,000</u>
14 Total Maximum Obligation:	\$700,000”

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16 3. Page 4, line 12 of the Agreement is amended as follows:

17 “**Basis for Reimbursement:** Negotiated Rate”

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19 4. Page 4, line 14 of the Agreement is amended as follows:

20 “**Payment Method:** Fee-For-Service Upon Completion”

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22 5. Paragraph VIII. Expenditure and Revenue Report, is hereby deleted in its entirety and each subsequent
23 Paragraph renumbered accordingly.

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25 6. Subparagraph II.A. of Exhibit A to the Agreement is hereby amended as follows:

26 “A. COUNTY shall pay CONTRACTOR at the following rates as specified below:

27 1. PROVIDER shall be compensated \$50,000 per each WPC provider recruited who will
28 accept social services referrals as part of CONTRACTOR’s Community Referral System as supported
29 by Whole Person Care.

30 2. Evidence of referrals added shall be included with the programmatic report submission at
31 the time of submission of billing.

32 3. The County will assist Lestonnac in identifying possible referral sources, if requested.”

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34 7. Subparagraph II.C. of Exhibit A to the Agreement is hereby amended as follows:

35 “C. Billings are due upon completion of WPC provider recruitments as specified in subparagraph
36 II.A. above, and payment to CONTRACTOR should be released by COUNTY no later than twenty-one
37 (21) calendar days after receipt of the correctly completed billing form.

1 8. Subparagraph III.B. of Exhibit A to the Agreement is hereby amended as follows:

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

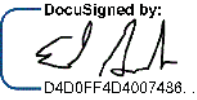
- 4 1. Period One – four (4)
- 5 2. Period Two – five (5)
- 6 3. Period Three – five (5)”

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8 In all other respects, the terms of the underlying Agreement, not specifically changed by this
9 Amendment, shall remain in full force and are incorporated by reference herein.

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1 IN WITNESS WHEREOF, the parties have executed this First Amendment, in the County of
2 Orange, State of California.

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4 ST. JEANNE DE LESTONNAC FREE CLINIC DBA LESTONNAC FREE CLINIC

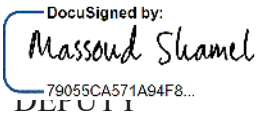
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6 BY:  _____ DATED: 4/17/2019
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9 TITLE: _____

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14 COUNTY OF ORANGE

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16 BY: _____ DATED: _____
17 HEALTH CARE AGENCY
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21 APPROVED AS TO FORM
22 OFFICE OF THE COUNTY COUNSEL
23 ORANGE COUNTY, CALIFORNIA
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26 BY:  _____ DATED: 4/17/2019
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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 President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 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.