



**AMENDMENT NO. 1  
TO  
CONTRACT MA-042-23011560  
FOR  
SURGE SERVICES FOR EMPLOYEE HEALTH SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-23011560 for Surge Services for Employee Health Services is made and entered into on April 26, 2024 (“Effective Date”) between Rapid Reliable Testing CA, LLC (“Contractor”), with a place of business at 1907 Border Avenue, Torrance, CA 90501, 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, the Parties executed Contract No. MA-042-23011560 for Surge Services for Employee Health Services, effective July 1, 2023 through June 30, 2026, in an aggregate amount not to exceed \$555,000; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to Contract to increase the Total Aggregate Maximum Obligation by \$700,000 from \$555,000 to \$1,255,000, to ensure continuity of services.

NOW THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, the Parties amend the Contract as follows:

1. The Contract’s Period One Aggregate Maximum Obligation is increased by \$100,000 from \$185,000 to \$285,000, Period Two Aggregate Maximum Obligation is increased by \$300,000 from \$185,000 to \$485,000, and Period Three Aggregate Maximum Obligation is increased by \$300,000 from \$185,000 to \$485,000, for a revised cumulative Total Aggregate Maximum Obligation of \$1,255,000.
2. Page 4, Referenced Contract Provisions, Aggregate Maximum Obligation section of the Contract is deleted in its entirety and replaced with the following:

<b>“Aggregate Maximum Obligation:</b>	<b>\$1,255,000</b>
Period One Aggregate Maximum Obligation:	\$285,000
Period Two Aggregate Maximum Obligation:	\$485,000
Period Three Aggregate Maximum Obligation:	\$485,000
<b>TOTAL AGGREGATE MAXIMUM OBLIGATION:</b>	<b>\$1,255,000”</b>

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract and its amendments not specifically changed by this Amendment No. 1 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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 either 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: RAPID RELIABLE TESTING CA, LLC**

Lee H. Bienstock

CEO

DocuSigned by:  
*Lee H. Bienstock*  
87C69B7FE9834B3...  
Signature

Title  
2/22/2024  
Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date