



**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 ATC Healthcare Services, LLC ("Contractor"), with a place of business at 1983 Marcus Ave., Ste. E-122, Lake Success, NY 11042, 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:

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

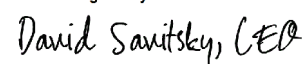
This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the 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: ATC HEALTHCARE SERVICES, LLC

David Savitsky, CEO	CEO
Print Name DocuSigned by:  EF653BE2EAF43E... Signature	Title 2/23/2024 Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date