



**AMENDMENT NO. 3**  
**TO**  
**CONTRACT NO. MA-042-21011492**  
**FOR**  
 Community Clinic Services

This Amendment (“Amendment No. 3”) to Contract No. MA-042-21011492 for Community Clinic Services is made and entered into on May 19, 2026 (“Effective Date”) between [Provider Legal Name] (“Contractor”), with a place of business at [Provider Legal Address], 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-042-21011492 for Community Clinic Services, effective July 1, 2021 through June 30, 2026, for an aggregate maximum obligation of \$29,517,590 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A to revise the allocation methodology for Lestonnac Free Clinic, effective July 1, 2022; and

WHEREAS, the Parties executed Amendment No. 2 to exercise the 10% Contingency, increasing the Aggregate Maximum Obligation by \$648,440, for a revised aggregate Maximum Obligation of \$30,166,030, effective July 1, 2022; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to increase the Aggregate Maximum Obligation by \$800,000, effective May 19, 2026, and to renew the Contract for two years, in an Aggregate Maximum Obligation of \$9,200,000, for a cumulative revised Aggregate Maximum Obligation of \$40,166,030; to amend Exhibit A of the Contract; and to add Paragraph XXX. to the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract’s Aggregate Maximum Obligation is increased by \$800,000, for a revised Aggregate Maximum Obligation of \$30,966,030.
2. The Contract is renewed for a period of two (2) years, effective July 1, 2026 through June 30, 2028, in an Aggregate Maximum Obligation of \$9,200,000 for this renewal period, for a revised aggregate maximum obligation of \$40,166,030.
3. Referenced Contract Provisions, page 4 of the Contract, Master Contract Term provision and Aggregate Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**“Master Contract Term:** July 1, 2021 through June 30, 2028

Tobacco Settlement Revenue

Period One means the period July 1, 2021 through June 30, 2022

Period Two means the period July 1, 2022 through June 30, 2023

Period Three means the period July 1, 2023 through June 30, 2024

Period Four means the period July 1, 2024 through June 30, 2025

Period Five means the period July 1, 2025 through June 30, 2026

Period Six means the period July 1, 2026 through June 30, 2027

Period Seven means the period July 1, 2027 through June 30, 2028

Whole Person Care

Period One means the period July 1, 2021 through December 31, 2021

| <b>Aggregate Maximum Obligation:</b> | <b>TSR Funds</b>     | <b>Grant Funds</b>  | <b>Total</b>         |
|--------------------------------------|----------------------|---------------------|----------------------|
| AGGREGATE MAXIMUM OBLIGATION         | <b>\$ 38,367,952</b> | <b>\$ 1,798,078</b> | <b>\$40,166,030”</b> |

4. Paragraph XXX. is added to the Contract as follows:

**“XXX Federal Guidelines**

A. Contract Work Hours and Safety Standards Act

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### B. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### C. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### D. Debarment and Suspension

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### E. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.”

4. Exhibit A, Paragraph II. Budget, subparagraph B., of the Contract is deleted in its entirety and replaced with the following:

“B. The Parties agree that the total of all Uncompensated Care Visits reported to ADMINISTRATOR shall be the official data used to complete the allocation calculations set forth in Paragraph II.C below. The UCC Visits that shall be used for calculating for each applicable Period are as follows:

1. Period One calculations shall be based on the total of all UCC Visits provided between January 1, 2021 and December 31, 2021.
2. Period Two calculations shall be based on the total of all UCC Visits provided between January 1, 2022 and December 31, 2022.
3. Period Three calculations shall be based on the total of all UCC Visits provided between January 1, 2023 and December 31, 2023.

4. Period Four calculations shall be based on the total of all UCC Visits provided between January 1, 2024 and December 31, 2024.
5. Period Five calculations shall be based on the total of all UCC Visits provided between January 1, 2025 and December 31, 2025.
6. Period Six calculations shall be based on the total of all UCC Visits provided between January 1, 2026 and December 31, 2026.
5. Period Seven calculations shall be based on the total of all UCC Visits provided between January 1, 2027 and December 31, 2027.”

This Amendment No. 3 modifies the Contract and Amendments No. 1 and 2, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, Amendments No. 1 and 2, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract and Amendments No. 1 and 2 not specifically changed by this Amendment No. 3 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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:** [Provider Legal Name]

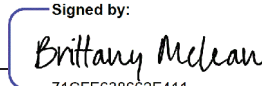
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|------------|-------|
| _____      | _____ |
| Print Name | Title |
| _____      | _____ |
| Signature  | Date  |
| _____      | _____ |
| Print Name | Title |
| _____      | _____ |
| Signature  | Date  |

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

Purchasing Agent/Designee Authorized Signature:

|            |       |
|------------|-------|
| _____      | _____ |
| Print Name | Title |
| _____      | _____ |
| Signature  | Date  |

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

|   |                       |
|---|-----------------------|
| Brittany McLean   | Deputy County Counsel |
| _____   | _____                 |
| Print Name  | Title                 |
| Signed by:<br> | 4/22/2026             |
| _____   | _____                 |
| <small>71CFE638662E411...</small>   | Date                  |