

**AMENDMENT No. 3 to the AGREEMENT BETWEEN THE COUNTY OF  
LAKE AND THE SMITHWATERS GROUP FOR PATIENT RIGHTS  
ADVOCACY SERVICES FOR  
FISCAL YEARS 2022-23, 2023-24, and 2024-25**

**This Amendment to the Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and The SmithWaters Group, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”**

**WHEREAS**, County entered into an Agreement with Contractor effective July 1, 2022;  
and

**WHEREAS**, the Agreement was amended on May 11, 2023 to increase the total compensation payable under the agreement by \$90,000 to include funding for fiscal years 2023-24 and 2024-25; and

**WHEREAS**, the Agreement was amended for a second time on August 10, 2023 to correct the Payment Terms for Fiscal Year 2022-23 in Exhibit B, Fiscal Provisions, effective June 1, 2023 with no change to the contract maximum; and

**WHEREAS**, the parties now desire to amend the Agreement a third time to increase the total compensation payable under the Agreement by \$75,000.00 for a new contract maximum of \$210,000.00 and must amend item three, “Compensation,” to reflect this change.

**NOW, THEREFORE**, based on the forgoing recitals, the parties hereto agree as follows:

**3.     COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services.**” **Compensation to Contractor shall not exceed Two Hundred and Ten Thousand Dollars (\$210,000.00).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled, “**Fiscal Provisions,**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

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The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

COUNTY OF LAKE

PATIENT RIGHTS ADVOCATE

\_\_\_\_\_  
Chair

Board of Supervisors

Date: \_\_\_\_\_

*Frank W. SmithWaters*  
Frank W. SmithWaters, Notary Public, State of California

\_\_\_\_\_  
Frank SmithWaters

Patient Rights Advocate

Date: 04/09/2024

APPROVED AS TO FORM:  
LLOYD GUINTIVANO  
County Counsel

By: 

Date: 04/05/2024

ATTEST:  
SUSAN PARKER  
Clerk to the Board of Supervisors

By: \_\_\_\_\_

Date: \_\_\_\_\_

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# 22.23.46.3 Smithwaters Group AMENDMENT No. 3 FY 2022-25

Final Audit Report


2024-04-09


Created:	2024-04-09
By:	Aryana Cunningham (Aryana.Cunningham@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAOKsy4VVCBUKl6eGPW2SuNjYM65-3Ewx


## "22.23.46.3 Smithwaters Group AMENDMENT No. 3 FY 2022-25" History


 Document created by Aryana Cunningham (Aryana.Cunningham@lakecountyca.gov)  
2024-04-09 - 4:44:21 PM GMT

 Document emailed to info@smithwatersgroup.com for signature  
2024-04-09 - 4:44:49 PM GMT

 Email viewed by info@smithwatersgroup.com  
2024-04-09 - 4:49:46 PM GMT

 Signer info@smithwatersgroup.com entered name at signing as Frank W SmithWaters  
2024-04-09 - 4:51:45 PM GMT

 Document e-signed by Frank W SmithWaters (info@smithwatersgroup.com)  
Signature Date: 2024-04-09 - 4:51:47 PM GMT - Time Source: server

 Agreement completed.  
2024-04-09 - 4:51:47 PM GMT