

FIRST AMENDMENT  
TO AGREEMENT FOR PROVISION OF  
INTEGRATED COMMUNITY SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
CENTRAL CITY COMMUNITY HEALTHCARE CENTER, INC.  
JULY 1, 2015 THROUGH DECEMBER 31, 2016

THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of July 2016, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and Central City Community Healthcare Center, Inc., a California nonprofit corporation (CONTRACTOR). This Amendment shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, on May 5, 2015, the COUNTY authorized the Agreement for the provision of Integrated Community Services for the period of July 1, 2015 through June 30, 2016; and

WHEREAS, COUNTY desires to extend the Agreement with CONTRACTOR for the provision of Integrated Community Services for an additional six months, with additional funding of \$100,000 for the six month extension, for a revised contract term of July 1, 2015 through December 31, 2016, and a revised total maximum obligation of \$300,000; and

WHEREAS, CONTRACTOR desires to extend the Agreement and accept the additional funding and agrees to provide Integrated Community Services pursuant to the terms and conditions of the original Agreement and this First Amendment;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 1. Page 4, Referenced Contract Provisions, of the Agreement is amended to read as follows:

2 “**Term:** July 1, 2015 through December 31, 2016

3 Period One means the period from July 1, 2015 through June 30, 2016

4 Period Two means the period from July 1, 2016 through December 31, 2016

5  
6 **Aggregate Maximum Obligation:**

7 Period One Maximum Obligation: \$200,000

8 Period Two Maximum Obligation: \$100,000

9 TOTAL MAXIMUM OBLIGATION: \$300,000”

10  
11 2. Paragraph XI., Indemnification and Insurance, of the Agreement is amended to read as follows:

12 “A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
13 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
14 districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board  
15 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,  
16 including but not limited to personal injury or property damage, arising from or related to the services,  
17 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
18 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
19 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
20 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request  
21 a jury apportionment.

22 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
23 required insurance at CONTRACTOR’s expense and to submit to COUNTY the COI, including all  
24 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
25 Agreement have been complied with and to maintain such insurance coverage with COUNTY during  
26 the entire term of this Agreement. In addition, all subcontractors performing work on behalf of  
27 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and  
28 conditions as set forth herein for CONTRACTOR.

29 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
30 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an  
31 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
32 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
33 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the  
34 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
35 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
36 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection  
37 by COUNTY representative(s) at any reasonable time.

1 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
 2 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an  
 3 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the  
 4 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

5 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this  
 6 Agreement, COUNTY may terminate this Agreement.

7 F. QUALIFIED INSURER

8 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of  
 9 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current  
 10 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,  
 11 but not mandatory, that the insurer be licensed to do business in the state of California (California  
 12 Admitted Carrier).

13 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of  
 14 Risk Management retains the right to approve or reject a carrier after a review of the company's  
 15 performance and financial ratings.

16 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 17 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

1 H. REQUIRED COVERAGE FORMS

2 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
3 substitute form providing liability coverage at least as broad.

4 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
5 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

6 I. REQUIRED ENDORSEMENTS

7 1. The Commercial General Liability policy shall contain the following endorsements, which  
8 shall accompany the COI:

9 a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at  
10 least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and  
11 agents as Additional Insureds.

12 b. A primary non-contributing endorsement evidencing that the CONTRACTOR's  
13 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
14 excess and non-contributing.

15 2. The Network Security and Privacy Liability policy shall contain the following  
16 endorsements which shall accompany the COI:

17 a. An Additional Insured endorsement naming the County of Orange, its elected and  
18 appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.

19 b. A primary and non-contributing endorsement evidencing that the CONTRACTOR's  
20 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
21 excess and non-contributing.

22 J. All insurance policies required by this Agreement shall waive all rights of subrogation against  
23 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,  
24 officers, agents and employees when acting within the scope of their appointment or employment.

25 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
26 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its  
27 elected and appointed officials, officers, agents and employees.

28 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
29 cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation  
30 notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach  
31 of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.

32 M. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR  
33 shall agree to maintain Professional Liability coverage for two (2) years following completion of  
34 Agreement.

35 N. The Commercial General Liability policy shall contain a "severability of interests" clause also  
36 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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1 O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
2 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
3 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
4 adequately protect COUNTY.

5 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
6 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
7 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement  
8 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
9 remedies.

10 Q. The procuring of such required policy or policies of insurance shall not be construed to limit  
11 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
12 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

13 R. SUBMISSION OF INSURANCE DOCUMENTS

14 1. The COI and endorsements shall be provided to COUNTY as follows:

- 15 a. Prior to the start date of this Agreement.
- 16 b. No later than the expiration date for each policy.
- 17 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
18 changes to any of the insurance types as set forth in Subparagraph G. of this Agreement.

19 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in  
20 the Referenced Contract Provisions of this Agreement.

21 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
22 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall  
23 have sole discretion to impose one or both of the following:

24 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
25 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the  
26 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are  
27 submitted to ADMINISTRATOR.

28 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
29 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and  
30 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
31 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

32 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
33 CONTRACTOR's monthly invoice.

34 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
35 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
36 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.”

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3. Paragraph XV., Maximum Obligation, of the Agreement is amended to read as follows:  
 “The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement.”

4. Subparagraph II., Budget, of Exhibit A to the Agreement is amended to read as follows:  
 “A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS	\$25,000	\$12,500	\$37,500
PROGRAM COSTS			
Salaries	\$102,440	\$51,220	\$153,660
Benefits	20,488	10,244	30,732
Services and Supplies	<u>52,072</u>	<u>26,036</u>	<u>78,108</u>
SUBTOTAL PROGRAM	\$175,000	\$87,500	\$262,500
TOTAL GROSS COSTS	\$200,000	\$100,000	\$300,000
REVENUE			
MHSA	<u>\$200,000</u>	<u>\$100,000</u>	<u>\$300,000</u>
TOTAL REVENUE	\$200,000	\$100,000	\$300,000
MAXIMUM OBLIGATION	\$200,000	\$100,000	\$300,000”

In all other respects, the terms of the underlying Agreement and any prior amendments, not specifically changed by this 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 Agreement, in the County of Orange,  
2 State of California.

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4 Central City Community Health Center, Inc.

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6 BY:  \_\_\_\_\_  
7  
8 DocuSigned by:  
AAACEFCF41F2497...

DATED: 4/20/2016 \_\_\_\_\_

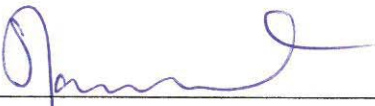
9  
10 TITLE: President and CEO

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16 COUNTY OF ORANGE

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19 BY: \_\_\_\_\_  
20 HEALTH CARE AGENCY

DATED: \_\_\_\_\_

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25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA

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29  
30 BY:  \_\_\_\_\_  
31 DEPUTY

DATED: 4/18/16 \_\_\_\_\_

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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  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
37 or any Assistant Treasurer. 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