

1 FIRST AMENDMENT
 2 TO AGREEMENT FOR PROVISION OF
 3 INTEGRATED COMMUNITY SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 VIETNAMESE COMMUNITY OF ORANGE COUNTY, INC.
 8 DBA SOUTHLAND HEALTH CENTER
 9 JULY 1, 2015 THROUGH DECEMBER 31, 2016

10
 11 THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of July 2016, which date
 12 is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE
 13 (COUNTY) and Vietnamese Community of Orange County, Inc., dba Southland Health Center, a
 14 California nonprofit corporation (CONTRACTOR). This Amendment shall be administered by the
 15 County of Orange Health Care Agency (ADMINISTRATOR).

16
 17 **W I T N E S S E T H:**

18
 19 WHEREAS, on May 5, 2015, the COUNTY authorized the Agreement for the provision of
 20 Integrated Community Services for the period of July 1, 2015 through June 30, 2016; and

21
 22 WHEREAS, COUNTY desires to extend the Agreement with CONTRACTOR for the provision of
 23 Integrated Community Services for an additional six months, with additional funding of \$498,500 for
 24 the six month extension, for a revised contract term of July 1, 2015 through December 31, 2016, and a
 25 revised total maximum obligation of \$1,495,500; and

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

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 31 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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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	\$87,347	\$43,673	\$131,020
PROGRAM COSTS			
Salaries	\$560,144	\$280,072	\$840,216
Benefits	98,520	49,260	147,780
Services and Supplies	87,781	43,890	131,671
Subcontracts	<u>163,208</u>	<u>81,604</u>	<u>244,812</u>
SUBTOTAL PROGRAM	\$909,653	\$454,826	\$1,364,479
TOTAL GROSS COSTS	\$997,000	\$498,500	\$1,495,500
REVENUE			
MHSA	<u>\$997,000</u>	<u>\$498,500</u>	<u>\$1,495,500</u>
TOTAL REVENUE	\$997,000	\$498,500	\$1,495,500
MAXIMUM OBLIGATION	\$997,000	\$498,500	\$1,495,500”

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 Vietnamese Community of Orange County, Inc., dba Southland Health Center

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6 BY:  _____ DATED: 4/19/2016
7
8 F02C480230814C8...

9
10 TITLE: Chief Executive Officer
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16 COUNTY OF ORANGE

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19 BY: _____ DATED: _____
20 HEALTH CARE AGENCY

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

28
29
30 BY:  _____ DATED: 4/18/16
31 DEPUTY

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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