

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment I", is made and entered into this 23rd day of June, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and HEALTH CAREER CONNECTION, a California Non-Profit Organization, whose address is 300 Frank H. Ogawa Plaza, Suite 243, Oakland, California, 94612, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. 19-291, effective June 18, 2019, hereinafter referred to as "Agreement", whereby CONTRACTOR agreed to provide health care management experience for students, hereinafter referred to as "Interns", from various colleges and universities; and

WHEREAS the parties now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. 19-291, Page one (1), Line eight (8), beginning with the word "WITNESSETH" and ending on Page one (1), Line nineteen (19) with the word "follows" be deleted and the following inserted in its place:

"WITNESSETH

WHEREAS, CONTRACTOR, has developed a ten (10) week summer college health care management internship program, hereinafter referred to as the "Internship Program", that seeks partnerships with other organizations to provide health care management experience to students, hereinafter referred to as "Interns", from various colleges and universities; and

WHEREAS, COUNTY, through its Department of Public Health (DPH) and Department of Behavioral Health (DBH), maintains and operates facilities suitable for furnishing such health care management internship experience and has experienced staff who can provide preceptorship and close supervision of such Interns; and

WHEREAS, it is to the mutual benefit of the parties hereto that personnel and students of CONTRACTOR use such facilities of COUNTY for the Internship Program; and

1 NOW, THEREFORE, in consideration of the mutual covenants, terms and
2 conditions herein contained, the parties hereto agree as follows:"

3 2. That the following section be added at Page seven (7), Line four (4):

4 "7. Employment Relationship

5 CONTRACTOR, its instructors, employees and students, shall have absolutely no right
6 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
7 solely liable and responsible for providing to, or on behalf of, its employees all legally-required
8 employee benefits. In addition, **CONTRACTOR shall be solely responsible and save COUNTY**
9 **harmless from all matters relating to payment of CONTRACTOR's employees, including**
10 **compliance with Social Security, withholding, and all other regulations governing such**
11 **matters. As between COUNTY and CONTRACTOR, should the students be deemed**
12 **employees by any governmental or regulatory body, the student shall be the employee of**
13 **CONTRACTOR for Worker's Compensation purposes only but, notwithstanding the**
14 **foregoing, students shall be deemed members of COUNTY's workforce for purposes of**
15 **HIPAA.**

16 In consideration of the benefits the CONTRACTOR derives from this Agreement and
17 subject to the provisions herein, CONTRACTOR shall not consider the students to be employees
18 of, or claim the students are employees of, the COUNTY for the purposes of determining liability for
19 any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims
20 and losses occurring or resulting to the CONTRACTOR or to any person, firm or corporation who
21 may be injured or damaged by any act or failure to act, of any student or person participating in or
22 connected with the programs that are the subject of this Agreement.

23 In consideration of the benefits the COUNTY derives from this Agreement and subject to
24 the provisions herein, COUNTY shall not consider the students to be employees of, or claim the
25 students are employees of, the CONTRACTOR for the purposes of determining liability for any and
26 all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and
27 losses occurring or resulting to the COUNTY or to any person, firm or corporation who may be
28 injured or damaged by any act or failure to act, of any student or person participating in or

1 connected with the programs that are the subject of this Agreement. All students placed with
2 COUNTY facilities and departments must sign the Agreement and Release of Liability attached
3 hereto as Exhibit B.

4 It is acknowledged that during the term of this Agreement, CONTRACTOR may be
5 providing services to others unrelated to COUNTY or to this Agreement.”

6 3. That section seven (7), Modification, through section twenty (20, Entire Agreement, be
7 renumbered to section eight (8) through section twenty-one (21).

8 4. That the existing COUNTY Agreement No. 19-291, Page eight (8), Line one (1),
9 beginning with Line One (1), with the word “Insurance” and ending on Page eight (8), Line Twenty-
10 two (22) with the word “Code” be deleted and the following inserted in its place:

11 “11. **INSURANCE**

12 Without limiting the COUNTY’S right to obtain indemnification from
13 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force
14 and effect, the following insurance policies or a program of self-insurance, including but not limited to,
15 an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the
16 Agreement:

17 A. **Commercial General Liability**

18 Commercial General Liability insurance with limits of not less than One Million
19 Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000).
20 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
21 including completed operations, products liability, contractual liability, Explosion-Collapse-
22 Underground, fire legal liability or any other liability insurance deemed necessary because of the
23 nature of this contract.

24 CONTRACTOR shall ensure that each student who participates in COUNTY’S
25 internship program procures and maintains in force during the term of this agreement or internship, at
26 the students’ sole cost and expense, General liability Insurance. The policy of General Liability
27 Insurance shall have coverage for sexual harassment and abuse, property damage, bodily injury, and
28 personal injury within the stated limits.

1 If the CONTRACTOR will require students to provide their own insurance,
2 instead of the CONTRACTOR providing it on the student's behalf, the students will also have to name
3 the County as an additional insured and their insurance will be primary.

4 B. Automobile Liability

5 Comprehensive Automobile Liability Insurance with limits of not less than One
6 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage
7 should include any auto used in connection with this Agreement.

8 CONTRACTOR shall ensure that each student who participates in COUNTY's
9 internship program procures and maintains in force during the term of this agreement or internship, at
10 the students' sole cost and expense, Automobile Liability Insurance.

11 COUNTY shall ensure that the student internship scope of experience does not
12 include driving without pre-approval from the Contractor Risk Manager.

13 C. Professional Liability

14 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N.,
15 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than
16 One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual
17 aggregate.

18 If students' internship is in a discipline that would normally require Professional
19 Liability Insurance CONTRACTOR shall ensure that each student procures and maintains in force
20 during the term of the internship, at students sole cost and expense, Professional Liability Insurance
21 in amounts reasonably necessary to protect the student against liability arising from any and all
22 negligent acts or incidents caused by the student.

23 D. Workers' Compensation

24 A policy of Worker's Compensation insurance as may be required by the
25 California Labor Code. CONTRACTOR shall be responsible for Worker's Compensation coverage for
26 students when participating in the program."
27
28

1 17. Except as otherwise provided in this Amendment I, all other provisions of the
2 Agreement remain unchanged and in full force and effect. This Amendment I shall become effective
3 retroactive to June 1, 2020.

4 ///

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as
2 of the day and year first hereinabove written.

3 **CONTRACTOR:**
4 **HEALTH CAREER CONNECTION**

5 By Joseph Cortes
6

7
8 Print Name: Joseph Cortes
9 Title: Senior Vice President
10 Chairman of the Board, or
11 President, or any Vice President

12 Date: 7-17-2020

13
14 By _____

15 Print Name: _____

16 Title: _____
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

21 Date: _____

22 Mailing Address:
23 300 Frank H. Ogawa Plaza, Suite 243
24 Oakland, CA. 94612
25 Phone #: (866) 579-4442
26 Contact: Joseph Cortes, Senior Vice President

27 **FOR ACCOUNTING USE ONLY:**
28 ORG No: 5630
SUBCLASS/FUND. 10000/0001

EB

COUNTY OF FRESNO:

By Ernest Buddy Mendes
Ernest Buddy Mendes,
Chairman of the Board of Supervisors
of the County of Fresno

BERNICE E. SEIDEL,
Clerk of the Board of Supervisors
County of Fresno, State of California

By Susan Bishop
Deputy