

AMENDMENT 1 TO AGREEMENT

This Amendment No. 1 to Service Agreement is dated March 19, 2024 and is between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and each contractor collectively hereinafter referred to as "CONTRACTOR," and any such additional contractors as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to party or parties shall be understood to refer to COUNTY and each individual CONTRACTOR unless otherwise specified.

RECITALS:

A. On September 22, 2020, the County and each contractor listed in Exhibit A entered into Expanded Subsidized Employment (ESE), which is County agreement number A-20-359 ("Agreement"), for subsidized employment for California Work Opportunity and Responsibility to Kids Act (CalWORKs) clients designed to maximize unsubsidized employment opportunities to able-bodied, non-exempt CalWORKs public assistance applicants and recipients.

B. Assembly Bill 74 (Chapter 21, Statutes of 2013) created the ESE Program with the goal of increasing job retention in an unsubsidized position of employment for CalWORKs Welfare to Work clients.

C. Both parties agree that a revision to the insurance requirements is necessary to ensure continuation of the program and increase opportunities for placement of clients in subsidized employment positions.

D. The parties desire to amend the Agreement regarding changes as stated below.

The parties therefore agree as follows:

1. Section Nine (9) of the Agreement located at Page Five (5), Line Nineteen (19), beginning with the word "Insurance" and ending on Page Seven (7), Line Nineteen (19) with the word "better," be deleted and the following inserted in its place:

"9. INSURANCE

CONTRACTOR shall comply with the insurance requirements in Exhibit A to this Agreement."

1 2. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment
2 No.1 together constitute the Agreement.

3 3. The Contractor represents and warrants to the County that:

4 a. The Contractor is duly authorized and empowered to sign and perform its obligations
5 under this Amendment.

6 b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do
7 so and his or her signature on this Amendment legally binds the Contractor to the terms
8 of this Amendment.

9 4. The parties agree that this Amendment may be executed by electronic signature as
10 provided in this section.

11 a. An “electronic signature” means any symbol or process intended by an individual signing
12 this Amendment 1. to represent their signature, including but not limited to (1) a digital
13 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
14 scanned and transmitted (for example by PDF document) version of an original
15 handwritten signature.

16 b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent
17 to a valid original handwritten signature of the person signing this Amendment for all
18 purposes, including but not limited to evidentiary proof in any administrative or judicial
19 proceeding, and (2) has the same force and effect as the valid original handwritten
20 signature of that person.

21 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
22 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part2,
23 Title 2.5, beginning with section 1633.1).

24 d. Each party using a digital signature represents that it has undertaken and satisfied the
25 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through
26 (5), and agrees that each other party may rely upon that representation.

1 The parties are signing this Amendment No.1 to Agreement No. 20-359 on the date stated in
2 the introductory clause.

3


4 **COUNTY OF FRESNO**

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6 _____
7 Nathan Magsig, Chairman of the Board of
8 Supervisors of the County of Fresno

8 **Attest:**

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

12 By:  _____

13 Deputy

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16 For accounting use only:

17 Org No.:56107001
18 Account No.:7870
19 Fund No.: 0001
20 Subclass: 10000

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23 SB:ME

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CONTRACTOR: A Mind Above, A Professional Psychology Corporation

By: Tina Emmerich

Print Name: Tina Emmerich

Title: Chief Executive Officer

Mailing Address: 334 Shaw Ave., Suite 100 Clovis, CA 93612

Contact: Tina Emmerich
Telephone: 559-712-8500

Org No.:7001
Account No.:7870
Fund No.: 0001
Subclass: 10000

SB:ME

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno Department of Social Services, at P.O. Box 1912, Fresno, California 93712, or DSSContractInsurance@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage,

and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.