

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC.
for
DENTAL SERVICES
FIRST AMENDMENT
Effective July 1, 2014

THIS IS THE FIRST AMENDMENT (hereafter referred to as **First Amendment**) to the Agreement for Dental Services (hereafter **Agreement**), by and between the County of Santa Barbara (COUNTY) and Community Health Centers of the Central Coast, Inc. (CONTRACTOR), for the provision of dental services at Community Health Centers of the Central Coast, Inc. Dental Clinics located in Santa Maria and Lompoc, California.

WHEREAS, the Agreement is effective through June 30, 2014; and

WHEREAS, the parties desire to amend the Lease Agreement by extending the term for an additional two (2) years, through June 30, 2016, with one (1) additional two (2) year option to extend.

WHEREAS, these dental services will be provided in kind up to \$25,000 annually as specified in the COUNTY and CONTRACTOR Lease Agreement for the Cuyama Clinic building located at 4711 Highway 166, New Cuyama, CA 93254.

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**

a. Delete Section 4, Term and replace with the following:

4. **TERM.** CONTRACTOR shall commence performance upon final execution of this Agreement and shall continue on a year-to-year basis renewing automatically on July 1st of each year, and terminating on June 30, 2016, subject to such provisions for termination as contained herein and CONTRACTOR is in compliance with the Lease Agreement. CONTRACTOR acknowledges that this Agreement is based on the lease of a County owned building known as the New Cuyama Health Clinic. The Lease Agreement, A.P.N. 149-040-010, shall be independently executed and approved by the Santa Barbara County Board of Supervisors, but is contingent upon the execution of this Agreement. The term of the Lease Agreement shall run concurrent with the term of this Agreement. CONTRACTOR acknowledges that if the Lease Agreement is terminated by COUNTY, this Agreement shall also terminate.

4.1 **OPTION TO EXTEND:** Provided CONTRACTOR is in compliance with all terms and conditions of this Agreement, CONTRACTOR is hereby granted one

(1) option to extend this Agreement from and after the expiration date for an additional two (2) years. Such extended term shall continue on a year-to-year basis, renewing automatically on July 1st of each year, and shall terminate June 30, 2018.

- b. Delete Section 6, Independent Contractor, and replace with the following:

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

- c. Delete Section 12, Records, Audit, and Review, and replace with the following:

12. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of

whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

- d. Add Section 33, Debarment and Suspension:

33. **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

First Amendment to Agreement for Dental Services between the **County of Santa Barbara** and **Community Health Centers of the Central Coast, Inc.**

IN WITNESS WHEREOF, the parties have executed and ratified this First Amendment to be effective July 1, 2014.

COUNTY OF SANTA BARBARA

Steve Lavagnino Chair
Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED:
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

First Amendment to Agreement for Dental Services between the **County of Santa Barbara** and **Community Health Centers of the Central Coast, Inc.**

IN WITNESS WHEREOF, the parties have executed and ratified this First Amendment to be effective July 1, 2014.

CONTRACTOR

COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC.

By: _____
Ronald E. Castle, Chief Executive Officer

Date: _____

Contract Summary

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1.	Fiscal Year.....	FY 2014-2015 through FY 2015-2016
D2.	Budget Unit Number (plus –Ship/Bill codes in parenthesis).....	041
D3.	Requisition Number	
D4.	Department Name	Public Health
D5.	Contact Person	Dan Reid
D6.	Telephone.....	681-5173

K1.	Contract Type (check one): X Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Dental Services
K3.	Original Contract Amount	(\$25,000 credit per year)
K4.	Contract Begin Date	5-15-2012
K5.	Original Contract End Date.....	6-30-2014
K6.	Amendment History (leave blank if no prior amendments)	A01; Extend term
K7.	Department Project Number	

B1.	Is this a Board Contract? (Yes/No).....	Yes
B2.	Number of Workers Displaced (if any).....	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number.....	
B7.	Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph).....	

F1.	Encumbrance Transaction Code	
F2.	Current Year Encumbrance Amount	\$0
F3.	Fund Number.....	0042
F4.	Department Number	041
F5.	Division Number (if applicable).....	12
F6.	Account Number	N/A
F7.	Cost Center number (if applicable).....	1606
F8.	Payment Terms	N/A

V1.	Vendor Numbers (A=Auditor; P=Purchasing).....	
V2.	Payee/Contractor Name	Community Health Centers of the Central Coast, Inc.
V3.	Mailing Address	150 Tejas Place (PO Box 430)
V4.	City State (two-letter) Zip (include +4 if known)	Nipomo, CA 93444-0430
V5.	Telephone Number.....	739-3215
V7.	Contact Person	Ronald E. Castle, CEO
V8.	Workers Comp Insurance Expiration Date	n/a
V9.	Liability Insurance Expiration Date[s] (G=Genl; P=Prof).....	n/a
V10.	Professional License Number	n/a
V11.	Verified by (name of county staff)	Kelly Lazarus

V12 Company Type (Check one) Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____