

CITY OF CORONA
LEASE AGREEMENT
HARRISON HOPE CENTER
CENTRO MEDICO COMMUNITY CLINIC

1. PARTIES AND DATE

This LEASE AGREEMENT (hereinafter “Agreement”) is entered into by and between the CITY OF CORONA, a California municipal corporation (hereinafter “City”), and CENTRO MEDICO COMMUNITY CLINIC, INC., a California domestic nonprofit corporation (hereinafter “Clinic Operator”). This Agreement shall become effective as of July 19, 2023. Clinic Operator and City are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS

2.1 Harrison Shelter. City is the owner of certain real property located at 420 West Harrison Street, in the City of Corona, County of Riverside, State of California, (Assessor Parcel No. 119-290-049) commonly referred to as the “Harrison HOPE Center” (the “Shelter”).

2.2 Lease of the Clinic Space. Clinic Operator desires to lease that certain portion of the Harrison HOPE Center Clinic described and illustrated on Exhibit “A,” attached hereto and incorporated herein by reference (“Leased Premises”), and to operate thereon the Harrison HOPE Center Clinic, a Federally Qualified Health Center (“FQHC”) Satellite Clinic that will provide medical, behavioral health, oral care, and post hospital recuperative care services to at-risk and homeless residents of the City of Corona in accordance with the terms and conditions set forth in this Agreement. Clinic Operator acknowledges and understands that the City will lease, by separate agreement, the remaining portion of the Shelter to Mercy House Living Centers, a California nonprofit corporation (“Mercy House”) for the provision of low barrier emergency shelter/navigation center, supportive services, and permanent housing to at-risk and homeless residents of the City of Corona.

3. GENERAL LEASE TERMS

3.1 Right of Possession; Specific Use Exclusion. City hereby leases to Clinic Operator and Clinic Operator hereby leases from City, the Leased Premises on the terms and conditions hereinafter set forth in this Agreement, for the specific use and purpose set forth in Sections 3.1.1 through 3.1.3, as applicable (“Specific Use”).

3.1.1 Harrison HOPE Center Clinic. The Leased Premises shall be used as a FQHC Satellite Clinic that will provide medical, behavioral health, oral care, and post hospital recuperative care to clients with documentable ties to the City. The City reserves the right to waive the requirement for homeless residents to have documentable ties to the City on a case-by-case basis for those clients who were referred for shelter and navigation center services by the Corona Police Department as necessary for enforcement of the Corona Municipal Code (“CMC”) and other applicable laws or requirements.

3.1.2 Client Eligibility. Clients served by the Clinic Operator at the Leased Premises will be referred by Mercy House and shall have documentable ties to the City, as required by the lease agreement between Mercy House and the City of Corona. The referral process shall be as follows: Mercy House will receive referrals from City Net, Corona PD, or Corona Homeless Solutions. As the Shelter

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operator, Mercy House will act as the clearing house for referrals to Clinic Operator once initial client referrals are received from the aforementioned referral agencies. In some cases, the aforementioned referral agencies may also refer directly to Clinic Operator.

Mercy House will only receive referrals from City Net, Corona PD, Corona Homeless Solutions, and other City departments. Other stakeholders, such as Corona Regional Medical Center, 211, County agencies, or other nonprofits will be required to refer directly to City Net and Corona Homeless Solutions who will assess for ties to the City of Corona. The Leased Premises are intended to serve eligible Corona clients as follows:

- a. Corona residents at risk of homelessness
- b. Corona homeless guests residing at the Harrison HOPE Center
- c. Corona homeless clients coming for meals and day services at the Harrison HOPE Center
- d. Corona homeless guests residing in the City's motel shelter program
- e. Corona tenants residing in permanent supportive housing units in the City of Corona (Vista Dorada, 5th Street Housing units and future units on 2nd and Buena Vista)
- f. Corona unsheltered street homeless

3.1.3 Licensing. Clinic Operator will maintain required FQHC Satellite Licensing issued through the U.S. Department of Health and Human Services Health Resources and Services Administration ("HRSA"). As outlined in Exhibit "C", Clinic Operator has obtained a HRSA license for the Leased Premises through December 31, 2023. Clinic Operator shall renew the license every year and provide the City with a copy of the renewed license.

3.2 Term. The term of this Agreement shall commence on July 19, 2023 ("Commencement Date") and continue until terminated as provided in Section 5 herein ("Term").

3.2.1 No Holdover. Clinic Operator has no right to retain possession of the Leased Premises or any part thereof beyond the expiration or termination of this Agreement. Nothing contained herein shall be construed as consent by City to any holding over by Operator.

3.3 Rent. All monetary obligations of Clinic Operator to City under the terms of this Agreement are deemed to be rent ("Rent").

3.3.1 Operation of Clinic. In consideration for Clinic Operator's valuable public services and benefits provided through this Agreement, Rent shall be waived for the use of the Leased Premises by Clinic Operator for the Specific Use described in Section 3.1.1.

3.4 Utilities; Janitorial Services. Clinic Operator agrees to pay for a portion of the cost of utilities for the Leased Premises. Clinic Operator shall make arrangements with and pay Mercy House for Clinic Operator's appropriate share of utilities serving the Leased Premises, including but not limited to telephone, internet, gas, electricity, water, heat, light power, and trash collection, and any associated connection charges. Clinic Operator will work with Mercy House to develop a cost share methodology based upon square footage of the Leased Premises and the remaining portion of the Shelter. Clinic Operator will pay its share of utilities directly to Mercy House. Mercy House will pay the utility company directly. Clinic Operator shall pay for janitorial services for the Leased Premises.

3.5 Obligation to Refrain from Discrimination. Clinic Operator covenants and agrees for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this

Agreement is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person, or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12936.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises nor shall the Clinic Operator, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, subtenants, sublessees or vendees in the Leased Premises.

3.6 Waste and Nuisance. Clinic Operator shall not commit or permit any waste on or about the Leased Premises, nor commit or maintain any public or private nuisance on or about the Leased Premises. Clinic Operator shall use its best efforts to prevent any third party from committing any waste on or about the Leased Premises, or from committing any public or private nuisance on or about the Leased Premises.

3.7 Compliance with Laws, Rules, Regulations. Clinic Operator shall at all times comply with the requirements of local, state and federal laws, rules, orders and regulations now in force or which may hereinafter be in force (“Regulations”). In order to comply with the Regulations, Clinic Operator shall obtain, at its sole cost and expense, all licenses, permits and approvals that the Regulations require for the use or operation of the Leased Premises. The Clinic Operator shall maintain all licenses, permits and approvals throughout the Term of this Agreement.

3.8 Use of Leased Premises.

3.8.1 Clinic Operator’s Personnel and Invitees. Clinic Operator shall be responsible for the use of the Leased Premises and any Common Areas (as defined in Section 3.9.1) within the Leased Premises, by the Clinic Operator and its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Clinic Operator’s presence or activities under this Agreement (“Clinic Operator’s Personnel and Invitees”).

3.8.2 General Rule. Clinic Operator shall use and occupy the Leased Premises only for the Specific Use and no other purpose. Changes in Specific Use of the Leased Premises must be submitted for approval by City, prior to any change. Clinic Operator shall also not occupy or use, or permit the Leased Premises or any part thereof to be occupied or used, for any unlawful or illegal business, use or purpose, nor for any business, use or purposes which is disreputable or extra-hazardous. Clinic Operator shall immediately, upon discovery of any such unlawful, illegal, disreputable or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove occupants or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use.

3.9 Common Areas & Use of Other Facilities.

3.9.1 Common Areas. Clinic Operator shall use reasonable diligence to maintain or cause to be maintained the Common Areas, which areas are generally described as those portions of the Leased Premises made available for the non-exclusive use of tenants or occupants of the Leased Premises and their owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with the tenant’s presence or activities under this Agreement (“Common Areas”). Clinic Operator shall operate, manage, equip, light, repair and maintain the Common Areas for their intended purpose. Clinic Operator and Clinic Operator’s Personnel and Invitees shall have the non-exclusive right, in common with the City and all others to whom City has granted or may hereafter grant rights, to use the Common Areas, subject to such reasonable rules and regulations as City may from

time to time impose. Clinic Operator expressly understands, acknowledges and agrees that City shall not be liable or responsible in any manner for any property owned, used or maintained by Clinic Operator or Clinic Operator's Personnel and Invitees, or any other property for which any of them is or may be responsible, which is located, stored or left in the Common Areas, either with or without permission of the City, and Clinic Operator hereby assumes the risk and waives all claims and demands, pursuant to Section 3.22 below, and shall defend, indemnify and hold harmless, pursuant to Sections 3.23 and 3.24 below, the Indemnified Parties (as defined in Section 3.23) for anything that may happen to such property.

3.10 Vehicle Parking. Clinic Operator, its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Clinic Operator's presence or activities under this Agreement may park in the public parking areas on and around the Leased Premises. Said parking areas shall be used for parking by vehicles no larger than full-size passenger automobiles, pick-up trucks or sport utility vehicles. To accommodate overnight, overflow parking for the Clinic Operator and any other personnel working at the Shelter, on-street parking for a limited number of vehicles is permitted on Harrison Street between the hours of 8 pm to 8 am. If additional spaces are needed to accommodate staff, vendors, or authorized guests with vehicles, the City will evaluate parking demand and determine if additional on-street parking is warranted.

3.11 Repairs and Maintenance.

3.11.1 Obligations of Clinic Operator. Clinic Operator shall, maintain, repair and replace, and keep in good and safe condition, all portions of the Leased Premises not required to be maintained, repaired or replaced by City as provided in Section 3.11.2, including, but not limited to the following: (i) appliances; (ii) flooring replacement; (iii) painting; (iv) window coverings/screens; (v) and landscape maintenance.

3.11.2 Obligations of City. City shall, at City's expense, maintain, repair and replace, and keep in a good and safe condition the following: (i) the roof, foundation, exterior walls and all structural components of the Leased Premises; (ii) the plumbing, electrical wiring and systems, and the heating, ventilating and air conditioning systems, except for routine maintenance or repair of such items solely within the Leased Premises; (iii) the plumbing and electrical fixtures; (iv) the security systems (cameras, alarms, keypads, etc.); (v) the monthly service fees for the security system for the Shelter and (vi) internet service at the Shelter. The foregoing obligations of City shall not apply to any damage to the Leased Premises (including the Common Areas) arising as a result of the willful acts or negligence of Clinic Operator, its employees, agents, tenants, invitees or assigns, or any occupants of the Leased Premises, the repair or restoration of which shall be the sole responsibility of Clinic Operator.

3.11.3 Graffiti. In addition to any other maintenance obligation herein, Clinic Operator shall be responsible for the prompt removal of any graffiti on the Leased Premises after Clinic Operator is provided notice that graffiti is present thereon. Within forty-eight (48) hours after Clinic Operator is provided notice that graffiti is present on the Leased Premises, Clinic Operator shall remove any graffiti by either painting over the vandalized area with a paint that has been color-matched to the surface on which the paint is applied, or by use of solvents, detergents or water as appropriate. If such graffiti is not removed within the required forty-eight (48) hours by Clinic Operator, City shall have the right to enter on or upon the Leased Premises to remove the graffiti. Clinic Operator shall reimburse any sum expended by City to remove the graffiti. For assistance with graffiti remediation, Clinic Operator may also report the graffiti to the City of Corona's Graffiti Hotline (currently, the telephone number is 951-278-3227).

3.11.4 Signs. All signs and graphics of every kind visible from public view corridors, or the exterior of the Leased Premises will be subject to City's prior written approval, and will be subject to any applicable governmental laws, ordinances and design standards as set forth in the Corona Municipal

Code Chapter 17.74. Clinic Operator must remove all signs and graphics prior to the termination of this Agreement.

3.12 Condition of Leased Premises.

3.12.1 As-Is. Clinic Operator acknowledges that it has examined the Leased Premises and any common areas to which Clinic Operator and its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Clinic Operator's presence or activities under this Agreement will have access, and agrees to take possession of the Leased Premises in an AS-IS condition. Clinic Operator acknowledges and agrees that City has made absolutely no representations, guarantees or warranties regarding the Leased Premises, nor has City made representations, guarantees or warranties regarding whether the Leased Premises and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the commencement of this Agreement.

3.12.2 Certified Access Specialist Disclosure. The Shelter was inspected by a Certified Access Specialist on May 19, 2021. Required ADA improvements were completed as part of the City's Phase 2 renovation construction contract for the Shelter. If a disability access inspection certificate is issued to the City for the Shelter, the City shall provide a copy of it and any inspection report to the Clinic Operator within seven (7) days of receipt of the certificate. If a disability access inspection certificate is not obtained the City hereby notifies the Clinic Operator that a Certified Access Specialist (CASp) can inspect the Leased Premises and determine whether the Leased Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Shelter, the City may not prohibit the Clinic Operator from obtaining a CASp inspection of the Shelter for the occupancy or potential occupancy of the Leased Premises, if requested by the Clinic Operator. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Shelter.

3.12.3 Keys and Security Alarm. Clinic Operator has received three (3) sets of master keys for the Shelter. Clinic Operator will also receive fifteen (15) sets of key cards for electronic access to the Leased Premises. Clinic Operator understands that each time a key card is lost, Clinic Operator will be charged One Hundred Dollars (\$100.00) for replacing the key card. At no additional cost to Clinic Operator, the City's Representative may approve additional master keys or access cards to accommodate staffing levels and service needs. While Clinic Operator shall not make copies of any key cards for the Shelter, in order to gain access to the Leased Premises and/or Common Areas, City may allow Clinic Operator to be issued one or more security access codes for Clinic Operator and its owners, officers, employees, agents, guests, invitees, and others who enter the Shelter on behalf of or in connection with Clinic Operator's presence or activities under this Agreement.

3.13 Damage or Destruction of Leased Premises. Unless as the result of negligence or intentional unlawful act of Clinic Operator, if during the term of this Agreement, any portion of the Leased Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Leased Premises untenable, the obligations under this Agreement may be suspended with respect to that portion of the Leased Premises that has been rendered untenable while such portion of the Leased Premises remains untenable. In the event of such damage, Clinic Operator shall give City notice of such untenable conditions and the City shall elect in its sole discretion, whether to repair the Leased Premises or to cancel this Agreement with respect thereto. City shall notify Clinic Operator in writing of its election within thirty (30) days after service of notice by Clinic Operator. In the event that City elects not to repair the portion of the Leased Premises that has been rendered untenable, this Agreement shall be deemed canceled with respect to that portion of the Leased Premises as of the date the damage occurred with respect to the

applicable portion(s), and the Agreement will remain in full force and effect for the portion of the Leased Premises that has not been rendered untenable.

3.14 Alterations, Additions and Improvements. Clinic Operator may not make any alterations, improvements or additions in, on or about any of the Leased Premises without first submitting detailed plans and drawings of proposed work to City, obtaining City's prior written consent and obtaining building permits as required by the Corona Municipal Code, except as expressly provided for in this Agreement.

3.14.1 Fixtures. Should any alterations to the Leased Premises become fixtures under California law those items shall at once become a part of the realty and belong to City. However, City may, in its sole discretion, require Clinic Operator to remove any alterations, fixtures, or other tenant improvements prior to vacating the Leased Premises. Clinic Operator shall be responsible for repair for any damage caused by said removal.

3.14.2 No Liens. Clinic Operator shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Clinic Operator, and Clinic Operator shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by City shall constitute a default of this Agreement.

3.14.3 Removal of Liens. At its election, but without having any obligation to do so, the City may pay such liens not so removed by the Clinic Operator and the Clinic Operator shall, within ten (10) days following the receipt of written request from the City, reimburse City for all such costs incurred by City with respect to the removal of such liens.

3.15 Entry and Inspection. Except for in the case of an emergency, Clinic Operator shall permit City or City's agents to enter the Leased Premises at all times upon reasonable prior oral or written notice for the purpose of inspecting the Leased Premises, for necessary repairs, restorations and replacements to the Leased Premises as set forth above, and for otherwise determining Clinic Operator's compliance with this Agreement. In the case of an emergency, City shall be permitted to immediately enter the Leased Premises, without any prior notice to Clinic Operator.

3.16 Assumption of Risk, Waiver, and City's Non-liability. To the maximum extent allowed by law, except for City's willful or actively negligent acts, Clinic Operator assumes any and all risk of loss, damage or injury of any kind to any person or property which is in, on or about the Leased Premises. Clinic Operator's assumption of risk shall include, without limitation, loss or damage caused by defects within the Leased Premises or any fixture therein, accident, fire or other casualty on the Leased Premises. To the maximum extent allowed by law, except for City's willful or actively negligent acts, Clinic Operator hereby waives all claims and demands against City and its officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Clinic Operator sustained by Clinic Operator or any person claiming to be Clinic Operator resulting from any occurrence on or about the Leased Premises.

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Clinic Operator hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section shall survive the termination of this Agreement.



Clinic Operator's Initials

3.17 Indemnification. To the fullest extent permitted by law, Clinic Operator agrees to defend, indemnify and hold harmless City and its officials, officers, employees, volunteers and agents (collectively, "Indemnified Parties") from and against any and all claims, suits, actions or other proceedings of every kind relating to or arising from Clinic Operator's possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises or Common Areas, or any portion thereof, specifically including, without limitation, any loss, action, damages, liability, or expense (including attorneys' fees) arising by reason of: (i) the death or injury of any person or persons, including Clinic Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Clinic Operator's presence or activities under this Agreement, or by reason of the damage or destruction of any property, including property owned by Clinic Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Clinic Operator's presence or activities under this Agreement, and caused or allegedly caused by either the condition of said premises, or some act or omission on the Leased Premises of the Clinic Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Clinic Operator's presence or activities under this Agreement; (ii) the willful or negligent act or omission of Clinic Operator or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Leased Premises on behalf of or in connection with Clinic Operator's presence or activities under this Agreement, including without limitation any subtenants (if applicable); (iii) the breach, default, violation or nonperformance of this Agreement by Clinic Operator; (iv) the Clinic Operator's failure to comply with any requirement of local, state or federal law or any requirement imposed by City or by any duly authorized governmental agency or political subdivision. Clinic Operator must pay, satisfy and discharge any and all money judgments that may be recovered against any Indemnified Party in connection with the foregoing. Clinic Operator's obligation hereunder shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

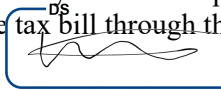
3.18 Duty to Defend. Upon written request from an Indemnified Party, Clinic Operator shall defend (with counsel acceptable to that Indemnified Party, in the Indemnified Party's reasonable discretion, and at Clinic Operator's sole cost and expense) any claim, suit, action or other proceedings covered by Section 3.21. Clinic Operator shall pay or satisfy all reasonable costs, fees or expenses of any kind incident to such defense or incident to enforcing this defense and indemnity obligation, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, expert or other consultant fees, settlement payments, and amounts paid in satisfaction of any judgment, award or decree that may be rendered against an Indemnified Party. Clinic Operator shall specifically and expressly be obligated to reimburse any Indemnified Party for the cost of any settlement paid by any Indemnified Party, whether paid for themselves or on behalf of another Indemnified Party, as part of any such claim, suit, action or other proceeding. Clinic Operator's obligation hereunder shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

3.19 Subordination. This Agreement is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying lease and the lien of any mortgage or deed of trust and all renewals, modifications, consolidations, replacements and extensions of any of the foregoing, that may now exist or hereafter be executed by City affecting the Leased Premises, or any part thereof, or City's interest therein, without the necessity of executing any instrument to effectuate such subordination;

provided, however, upon City’s request, Clinic Operator, or Clinic Operator’s successor-in-interest, shall execute and deliver any and all instruments desired by City evidencing such subordination in the manner requested by City. Notwithstanding the foregoing, City or the holder of such interests shall in its respective discretion, have the right to subordinate any such interests to this Agreement. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or conveyance in lieu of foreclosure is made for any reason, Clinic Operator shall attorn to the successor-in-interest to City, at the option of such successor-in-interest. The provisions of this Section shall be self-operative and no further instrument shall be required. Clinic Operator agrees however, to execute and deliver, upon demand by City and in the form requested by City, any additional documents evidencing the priority or subordination of this Agreement.

3.20 Hazardous Materials Prohibited. The use, generation, storage or disposal of Hazardous Materials on the Leased Premises is strictly prohibited, and any such use, generation, storage, or disposal shall result in a default and termination of this Agreement. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” “extremely hazardous wastes,” or “restricted hazardous wastes,” or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq.; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

3.21 Taxable Possessory Interests. Clinic Operator acknowledges that the execution of this Agreement for the Leased Premises creates a taxable possessory interest pursuant to Revenue Taxation Code Section 107, as amended from time to time, subjecting Clinic Operator to pay any and all taxes levied on this interest in government owned real property. A taxable possessory interest exists when a person or entity has the right to a beneficial use of tax exempt, government owned real property whether Rent is paid or not. These possessory interest taxes are to be paid by Clinic Operator directly to the County Tax Collector and shall be kept current, without delinquency. CLINIC OPERATOR IS ADVISED TO CONTACT THE COUNTY ASSESSOR PRIOR TO ENTERING INTO THIS AGREEMENT FOR INFORMATION. All possessory taxes are assessed yearly as of January 1st of each year. If the payment of the taxes become delinquent, City may consider the failure to pay taxes owed a breach of this Agreement and grounds for termination. The person or entity in actual or constructive possession of the property on the lien date is liable for the tax for the entire year. There is no provision for proration of the taxes. Upon termination of the occupancy and thereby the taxable possessory interest, the Clinic Operator is still responsible for the remaining portion of the tax bill through the end of that year.



Clinic Operator's Initials

3.22 Taxes. In addition to the possessory taxes described herein, Clinic Operator shall pay as part of Rent during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Agreement by any governmental agency or entity on or against the Leased Premises, personal property located on or in the Leased Premises, and the leasehold estate created by this Agreement

3.23 Termination of Agreement and Recapture of Space.

3.23.1 City's Right to Recapture Space. In addition to City's rights to terminate this Agreement pursuant to Section 5, City may, upon thirty (30) days' written notice to Clinic Operator, terminate this Agreement as it pertains to all or a portion of the Leased Premises at any time, without cause in the City's sole discretion. A termination of the Agreement under this Section shall be known as a "Recapture." For the avoidance of doubt, the City shall have the right under this Section 3.27 to terminate this Agreement as it pertains to the Leased Premises, or some discrete portion of the Leased Premises. If City elects to Recapture all or a portion of the Leased Premises from Clinic Operator, the following shall apply:

(A) Recapture of Space. The portion of the Leased Premises subject to Recapture (the "Recapture Space") shall be deleted from the Leased Premises for all purposes hereunder, and Clinic Operator and City shall be relieved of all their rights and obligations hereunder with respect to the Recapture Space except to the extent the same would survive the expiration or termination of this Agreement pursuant to the provisions hereof, and City shall pay any cost incurred in physically separating the Recapture Space (if less than the entire Leased Premises) from the balance of the Leased Premises and in complying with any applicable governmental laws or regulations relating to such separation. City shall not be liable or responsible for any payments or expenses for relocation, loss of goodwill, just compensation, inverse condemnation, or unlawful pre-condemnation conduct incurred by Clinic Operator or allowed by law, and Clinic Operator specifically waives and disclaims any right to such payments.

4. **INSURANCE**

4.1 Time for Compliance. This Agreement shall not commence until Clinic Operator has provided evidence satisfactory to the City that it has secured all insurance required under this Section.

4.2 Insurance Requirements. Clinic Operator shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises by the Clinic Operator and/or its officers, officials, agents, representatives, volunteers or employees.

4.2.1 Minimum Scope of Coverage. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Clinic Operator has no owned autos, Code 8 (hired) and 9 (non-owned); and (C) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4.2.2 Minimum Limits of Coverage. Clinic Operator shall maintain limits no less than: (A) *General Liability*: \$5,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$4,000,000 per accident/\$5 million aggregate for bodily injury and property damage, provided that the aggregate limit shall apply separately to this Agreement; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

4.2.3 Clinic Operator shall also procure and maintain, at its own expense, for the duration of this Agreement fire legal liability and extended coverage insurance for Clinic Operator's fixtures, goods, wares, or personal property on or in the Leased Premises.

4.2.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, volunteers and agents shall be covered as additional insurers with respect to the possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises by the Clinic Operator and its officers, officials, agents, representatives, volunteers or employees (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance with respect to the City, its officials, officers, employees, volunteers and agents (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, volunteers and agents shall be excess of the Clinic Operator's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. No endorsement required.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, volunteers and agents for losses paid under the terms of the insurance policy which arise from work performed by the Clinic Operator.

(D) All Coverages. If the Clinic Operator maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by the Clinic Operator. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.2.5 Other Provisions; Endorsements Preferred. Clinic Operator shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Clinic Operator:

(A) Waiver of Subrogation – All Other Policies. Clinic Operator hereby waives all rights of subrogation any insurer of Clinic Operator's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work performed by Clinic Operator. Clinic Operator understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Clinic Operator shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Clinic Operator. Clinic Operator understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

4.2.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which this Agreement becomes effective; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which this Agreement becomes effective, Clinic Operator must purchase “extended reporting” coverage for a minimum of five (5) years after termination of this Agreement.

4.2.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Clinic Operator to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

4.2.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-X and authorized to issue the required policies in California.

4.2.9 Verification of Coverage. Clinic Operator shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before Clinic Operator takes possession of the Leased Premises; provided, however, that failure to obtain the required documents prior to possession shall not waive Clinic Operator’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.2.10 Reporting of Claims. Clinic Operator shall report to the City, in addition to Clinic Operator’s insurer, any and all insurance claims submitted by Clinic Operator in connection with this Agreement.

4.2.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 4.2, including limits, based on any of the following: (A) the nature of the risk of the Clinic Operator’s use of the Leased Premises; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

5. DEFAULT/ BREACH; REMEDIES

5.1 Default; Breach. A “Default” is defined as a failure by the Clinic Operator to comply with or perform any of the terms, covenants, or conditions of this Agreement. A “Breach” is defined as the occurrence of one or more of the following Defaults, and the failure of Clinic Operator to cure such Default within any applicable grace period:

5.1.1 Abandonment. The abandonment of the Leased Premises, or any portion thereof; or the vacating of the Leased Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance required by this Agreement is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

5.1.2 Failure to Pay. The failure of Clinic Operator to make any payment of Rent required to be made by Clinic Operator hereunder, whether to City or to a third party, when due.

5.1.3 Failure to Provide Insurance. The failure of Clinic Operator to provide reasonable evidence of insurance or to fulfill any obligation under this Agreement which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Clinic Operator.

5.1.4 Default. A Default by Clinic Operator as to the terms, covenants, conditions or provisions of this Agreement, other than those described above, where such Default continues for a period of three (3) days after written notice.

5.1.5 Misrepresentation. The discovery by City that any financial statement of Clinic Operator given to City was materially false.

5.1.6 Breach of Guarantor. If the performance of Clinic Operator's obligations under the Agreement are guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Agreement other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Clinic Operator's failure, within thirty (30) days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Clinic Operator, equals or exceeds the combined financial resources of Clinic Operator and the Guarantors that existed at the time of execution of this Agreement.

5.1.7 Breach of Shelter Operations Plan. A failure by the Clinic Operator to comply with or perform any of the duties or obligations set forth in this Agreement, where such failure continues for a period of three (3) business days following written notice to Clinic Operator.

5.2 Remedies. If Clinic Operator fails to perform any of its affirmative duties or obligations, City may, at its option, perform such duty or obligation on Clinic Operator's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Clinic Operator shall pay to City an amount equal to 115% of the costs and expenses incurred by City in such performance upon receipt of an invoice therefore. In the event of a Breach, City may, with or without further notice or demand, and without limiting City in the exercise of any right or remedy which City may have by reason of such Breach, take any of the following actions:

5.2.1 Termination. Terminate Clinic Operator's right to possession of all or a portion of the Leased Premises by any lawful means, in which case this Agreement shall terminate with respect to that portion of the Leased Premises and Clinic Operator shall immediately surrender possession to City. In such event, City shall be entitled to recover from Clinic Operator: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Clinic Operator proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Clinic Operator's failure to perform its obligations under Agreement or which the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Leased Premises, expenses of reletting, including necessary renovation and alternation of the Leased Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by City in connection with this Agreement applicable to the unexpired term of this Agreement. The worth at the time of award of the amount referred to in provision (iii) of the

immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Leased Premises are located at the time of award plus one percent. Efforts by City to mitigate damages caused by Clinic Operator's Breach of this Agreement shall not waive City's right to recover damages under any other Section of this Agreement.

5.2.2 Civil Code 1951.4. Have the remedy available under California Civil Code section 1951.4 by continuing the lease in effect after Clinic Operator's breach and abandonment and recover Rent as it becomes due, in which event Clinic Operator may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Clinic Operator's interests, shall not constitute a termination of the Clinic Operator's right to possession.

5.2.3 All Other Remedies. Pursue any other remedy now or hereafter available under the law or judicial decisions of the State of California. The expiration or termination of this Agreement and/or the termination of the Clinic Operator's right to possession shall not relieve Clinic Operator from liability under any indemnity provisions of this Agreement as to matters occurring or accruing during the term hereof or by reason of Clinic Operator's occupancy of the Leased Premises.

5.3 Breach by City. Clinic Operator may terminate this Agreement upon City's breach of any of its obligations under this Agreement and City's failure to cure such breach within thirty (30) days after receipt of written notice from the Clinic Operator or, if such cure cannot be completed within thirty (30) days, City's failure to commence such cure within thirty (30) days after its receipt of written notice and thereafter diligently prosecute such cure to completion.

5.4 Termination for Loss of Funding. City may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to Clinic Operator in the event anticipated or actual funding from a state, federal or other source for the operation of the Shelter is withdrawn, reduced or limited in any way such that the City is unable to satisfy its obligations under that certain Professional Services and Funding Agreement with Mercy House Living Centers for the overall operation of the Harrison HOPE Center System of Services dated December 7, 2022 ("Shelter Funding Agreement") between City and Mercy House. The Shelter Funding Agreement impacts the overall operation of the Shelter and therefore impacts the Leased Premises for the Clinic Operator.

6. ENFORCEMENT OF AGREEMENT

6.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings that arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Riverside, California. Clinic Operator consents to the personal jurisdiction and venue in federal or state court located within or for the County of Riverside, California and hereby waives any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

6.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Clinic Operator requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Clinic Operator. Any waiver by any Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by that Party, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.4 Legal Action. In addition to any other rights or remedies, any Party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.5 Attorneys' Fees. If any Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing Party.

6.6 City's Representative. The City hereby designates the Homeless Solutions Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Clinic Operator shall not accept direction or orders from any person other than the City's Representative or his or her designee.

6.7 Clinic Operator's Representative. Clinic Operator hereby designates Andy Piskouljian or his designee, to act as its representative for the performance of this Agreement ("Clinic Operator's Representative"). Clinic Operator's Representative shall have full authority to represent and act on behalf of the Clinic Operator for all purposes under this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Construction; References; Captions. Since the Parties or their agents have reviewed this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Clinic Operator include all personnel, employees, agents, and subcontractors of Clinic Operator, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.2 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

7.3 Notice. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally, by facsimile transmission, email, or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section. Notices transmitted by facsimile transmission shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient). Notices transmitted by electronic mail transmission shall be deemed delivered upon being sent, but only if no message of unavailability or undeliverability is received. If notice is deemed received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. Any notices required to be given by City

under this Agreement, including but not limited to those required pursuant to Section 5, shall be in lieu of, and not in addition to, the notices required by California's Unlawful Detainer Statutes (Civil Code of Procedure section 1161 et seq.).

City:

City of Corona
City Manager's Office
Homeless Solutions Programs
400 S. Vicentia Avenue
Corona, CA 92882
Email: Karen.Roper@coronaca.gov

Clinic Operator:

Centro Medico Community Clinic
Andy Piskouljian, CEO
1303 W. 6th Street, Ste. 102 Corona,
California 92882
Email:
apisk@centromedicoclinic.com

7.4 Integrated Agreement. This Agreement contains all of the agreements of the Parties and all previous understanding, negotiations and agreements are integrated into and superseded by this Agreement.

7.5 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

7.6 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

7.7 Exhibits. All exhibits attached hereto are hereby incorporated by reference as if fully set out in the body of this Agreement.

7.8 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

7.9 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

7.10 Independent Representation by Counsel. The Parties represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel, concerning the nature, extent and duration of their rights and claims hereunder, and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Agreement, by any representations, statements or omissions pertaining to any of the matters herein contained by any Party or by any persons representing any Party.

7.11 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and the City's heirs, successors and assigns.

7.12 Memorandum of Lease. The City may record in the Riverside County Recorder's Office this Agreement or a memorandum of this Agreement in a form approved by the City Attorney, which memorandum shall be lawfully executed by Clinic Operator upon request by City.

[SIGNATURES ON NEXT PAGE]

**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
LEASE AGREEMENT
HARRISON HOPE CENTER
CENTRO MEDICO COMMUNITY CLINIC**

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Attest: _____
Sylvia Edwards
City Clerk

APPROVED AS TO FORM:

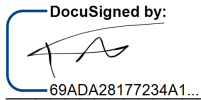
By: _____
Dean Derleth
City Attorney

CLINIC OPERATOR'S SIGNATURE PAGE FOR

CITY OF CORONA

**LEASE AGREEMENT
HARRISON HOPE CENTER
CENTRO MEDICO COMMUNITY CLINIC**

**CENTRO MEDICO COMMUNITY CLINIC
a California domestic nonprofit corporation**

By:  69ADA28177234A1...
Andy Piskoulia
Chief Executive Officer

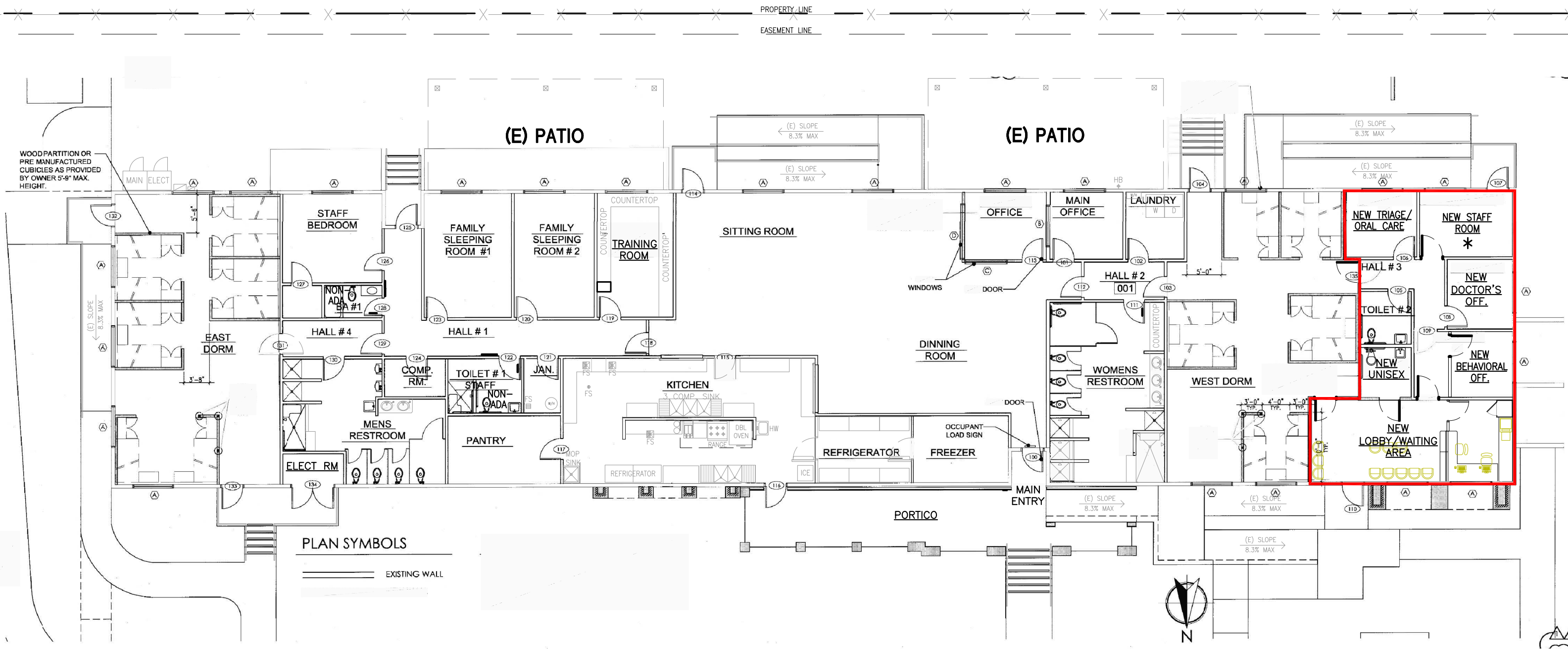
(CITY ATTY: 04-16)

EXHIBIT "A"

DEPICTION OF LEASED PREMISES

[SEE ATTACHED ONE (1) PAGE]

EXHIBIT A.



PLAN SYMBOLS

— EXISTING WALL

OVERALL FLOOR PLAN

1/8"=1'-0"

FOOTNOTE:

1. CENTRO MEDICO COMMUNITY CLINIC SPACE OUTLINED IN RED.
2. * SHELTER OPERATOR AND CLINIC STAFF WILL BOTH USE NEW STAFF ROOM AS A BREAK/LUNCH ROOM.

EXHIBIT "B"

**MOU BETWEEN
MERCY HOUSE LIVING CENTERS AND
CENTRO MEDICO COMMUNITY CLINIC**

[SEE ATTACHED TEN (10) PAGES]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) dated March 28, 2023 is entered into between Mercy House Living Centers (hereinafter Collaborative Partner) and Centro Medico Community Clinic (hereinafter Health Center). Each signatory to this MOU may be referred to as “Party” or collectively as “Parties”.

Whereas, Health Center is engaged in the business of operating a Federally Qualified Health Center Look-Alike at the locations identified in **Exhibit A**.

Whereas, Collaborative Partner has a need for primary care, general dental, and behavioral health services provided by the health center.

Now, therefore, in-consideration of the above recitals, the covenants contained herein, and other good and valuable consideration hereby acknowledge as received by the parties, Health Center and Collaborative Partner collectively agree as follows:

1. TERM AND TERMINATION

1.1 Initial Term. The initial term of this MOU shall become effective on the date hereof and shall continue for the term of one (1) years, unless earlier terminated in accordance with this MOU.

1.2 Automatic Renewal. Upon expiration of the Initial Term, this MOU shall be automatically reviewed for one (1) year terms, each commencing on the first day following the date on which the preceding initial term or renewal term shall have expired; provided, however, that each Party may elect not to renew the MOU upon notice giving to other party at least sixty (60) days’ notice.

1.3 Termination. Notwithstanding any other provision in the MOU, this MOU may be terminated as follows:

- a) Either Party may terminate this MOU with or without cause and with or without providing reasons for termination, upon giving the other Party sixty (60) days’ prior written notice.
- b) Either Party may terminate this MOU for cause upon written notice by either Party. “Cause” can include, but is not limited to, 1) a material breach of any term of this Agreement, subject to a 30 day opportunity to cure and failure to cure by the end of the 30 day period; 2) any material change in the financial condition of the Health Center, which reasonably indicates that the Health Center will be unable to furnish Services as defined in **Exhibit B**; 3) The loss or suspension of any license or other authorization to do business necessary for Health Center to furnish Services; and 5) the good faith determination by Collaborative Partner that the health, welfare, and/or safety of patients receiving care from Health Center is jeopardized by the continuation of this agreement.

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2. SERVICES

It is agreed that Health Center will perform the services set forth in **Exhibit B** as an independent Health Center on the terms and under the conditions stated in the Agreement. Services are available to all patients referred by Collaborative Partner in accordance with Health Center criteria.

3. Client Eligibility

Clients served by the Health Center at the 420 Harrison Site will be referred by Collaborative Partner and comply with ties to the City requirements per their contract with the City of Corona. Collaborative Partner will receive referrals from City Net, Corona PD, or Corona Homeless Solutions. As the shelter operator, Collaborative Partner will act as the clearing house for referrals to Centro Medico Community Clinic at the Harrison site once initial client referrals are received from the aforementioned referral agencies.

Collaborative Partner will only receive referrals from City Net, Corona PD, Corona Homeless Solutions, and other City Departments. Other stakeholders such as Corona Regional Medical Center, 211, County Agencies, or other nonprofits will be required to refer directly to City Net and Corona Homeless Solutions who will assess for ties to the City of Corona. The Corona Shelter/Navigation Center FQHC is designed to serve eligible Corona clients as follows:

- a. Corona residents at risk of homelessness
- b. Corona homeless guests residing at the Harrison shelter/navigation center
- c. Corona homeless clients coming for meals and day services at the Harrison shelter/navigation center
- d. Corona homeless guests residing in the city's motel shelter program
- e. Corona tenants residing in permanent supportive housing units in the City of Corona (Vista Dorada, 5th Street Housing units and future units on 2nd and Buena Vista)
- f. Corona unsheltered street homeless

4. RESPONSIBILITIES

4.1. Responsibilities of Health Center

- a) **Standard of Care.** Health Center agrees to furnish certain services, as set forth in **Exhibit B**, to patients referred to by Collaborative Partner, on an as-needed basis, consistent with, at minimum, the prevailing standards of care and in the same professional manner and pursuant to the same professional standards as are generally furnished to other patients of the Health Center. Health Center agrees to furnish services in accordance with all relevant federal, state, and local laws and regulations.

Health center agrees to provide interpretation and translation services for patients referred by Collaborative Partner with limited English proficiency.

- b) **Acceptance of All Referred Patients.** Health Center agrees to accept all patients referred by Collaborative Partner, in accordance with Health Center criteria.
- c) **Professional Qualifications.** Health Center agrees to provide Collaborative Partner with assurances that, during the terms of this agreement, it and, as applicable, it's providers will

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remain 1) duly licensed, certified and/or otherwise qualified to provide the referral services, with appropriate training, education, and experience in their particular field; 2) appropriately credentialed and privileged; and 3) eligible to participate in federal health care programs.

- d) Medical Records and Notes.** Health Center agrees to cooperate with Collaborative Partner's patient tracking system, including any related policies, to ensure that patient information is provided back to Collaborative Partner in a timely manner in order to ensure high quality care. Health Center agrees to establish and maintain medical records regarding the provision of Services to patients referred by Collaborative Partner. Records shall be the property of Health Center. Health Center and Collaborative Partner agree to cooperate in developing a method by which records can be shared between Parties. This may include Collaborative Partner's reasonable access to the patient records developed by Health Center, subject to all applicable federal and state laws and regulations, and the policies and procedures of each Party. Health Center will fax or email reports, including services rendered and additional notes to Collaborative Partner.
- e) Equipment & Furniture.** Health Center shall provide all equipment and furniture necessary to furnish services set forth in Exhibit B.
- f) Billing.** Patients referred by Collaborative Partner shall be considered patients of the Health Center. All patient billing will be done by Health Center as an independent provider.

3.2 Responsibilities of Collaborative Partner

- a) Making and Managing the Referral.** Collaborative Partner agrees to provide patient intake, registration, and enrollment in Medicaid/Medicare, Managed Care Health Plan, or any other third-party reimbursement program in accordance with Centro Medico Criteria.
- b) System for Referring.** Collaborative Partner will have in place a system for referring and tracking referral of patients to the Health Center. The system shall be agreed upon by both Parties.
- c) Ongoing Meetings.** Collaborative Partner and Health Center will have ongoing, collaborative meetings to ensure strong communication and partnership.

3.3 Responsibilities of Sub-Contractors

DEFINITIONS: Sub-Contractor defines any parties contracted with Health Center or Collaborative Partner that provide specialty services to Health Center Patients not provided by the Health Center.

- a)** Sub-Contractor shall provide specialty services to patients referred by Collaborative Partner in accordance with the guidelines outlined in existing service agreements.

3.4 Responsibilities of Post-Hospital Recuperative Care Program

a) Acceptance of Transfer. When Health Center physician determines that a patient should be transferred from one party to the other, the facility seeking to transfer the patient ("Health Center") shall request permission to transfer the patient. The facility to which transfer is to be made ("Receiving

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Facility”) agrees to admit the patient in accordance with Federal and State laws and regulations, subject to its admission policies and procedures, available space, equipment and personnel and capability to provide treatment to the patient and consent by a member of the Receiving Facility’s medical staff. Notice of the transfer shall be given by the Health Center as far in advance as possible.

b) Transfer of Documentation. The Health Center agrees to send with each patient, at the time of transfer a) whatever records (including copies of results of diagnostic studies or telephone reports of the studies and admissions forms) that are available at the time of the transfer and all medical records related to the patient’s condition requiring the transfer; b) Test results that become available after the patient’s transfer should be telephoned to the Receiving Facility; c) Records that become available after the patient is transferred, such as hard copies of test results or relevant records of earlier admissions should be sent to the Receiving Facility as promptly as possible; e) medical information related to the hospital or ED visit, such as discharge follow-up instructions and laboratory, radiology, or other results—receiving agency is responsible for recording medical information in the patient record and providing follow-up actions, as appropriate.

c) Return of patients. If in the opinion of the patient’s attending physician at the Receiving Facility, the patient is medically stable for transport and no longer requires the specialized services of the Receiving Facility, the Receiving Facility may return the patient to the Health Center, which shall promptly accept such patient back for continued care within its functional capacity. In the event that such bed capacity, resources or personnel are not available at the Health Center at the time that such return is requested, that facility shall accept the return transfer of the patient on the first occasion that bed capacity, resources and personnel become available and shall give priority to the readmission of such patient. When a patient is returned to the original Transferring Facility, a copy of all pertinent medical records shall accompany the patient’s return to enable continued care to the patient.

As an ambulatory outpatient health center, Centro Medico Community Clinic be notified prior to the release of the patient and has the care coordination ability to reserve an appointment for a follow-up visit.

4. RECORD RETENTION AND PROPERTY MANAGEMENT

Health Center is responsible for retaining patient records for the time periods specified in the board-approved record-retention policy and procedure. Health Center is also responsible for the property management of said records upon their receipt.

A separate lease agreement will be executed between the City of Corona and Centro Medico Community Clinic. The lease agreement will outline space to be occupied by Centro Medico Community Clinic, requirements for payment of a portion of utility expenses, and requirements to serve clients with ties to the City of Corona

A separate MOU will be executed between the City of Corona and Corona Regional Medical Center. The MOU will outline referral protocols between Corona Homeless Solutions, City Net, and Mercy House as well as requirements for serving clients with ties to the City of Corona

5. AUDIT

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Key management staff shall conduct regular audits and monitoring to ensure that Health Center records are retained, securely maintained, archived or destroyed appropriately. Such audits and monitoring may include analysis of compliance with all requirements related to confidentiality of various types of information (e.g., confidential information, protected health information, personnel information).

6. LIABILITY AND INSURANCE

6.1. Liability. Health Center understands and agrees that, as the provider of record of the services provided for patients referred by Collaborative Partner under this agreement, Health Center is solely liable for all such services, and that Collaborative Partner will not be liable whether by way of contribution or otherwise, for any damages incurred by patients referred by Collaborative Partner or arising from any acts or omissions in connections with the provision of such services. Each Party shall be solely liable for any and all claims, costs, and expenses arising from or out of any act or omission in the performance of its obligations hereunder.

6.2. Insurance. At all times Health Center is engaged in performing services, Health Center shall maintain at Health Center's sole expense professional liability insurance appropriate for Health Center independent practice and/or any services performed by Health Center outside the scope of this Agreement.

7. CONFIDENTIALITY

The Parties and their directors, officers, employees, agents, and contractors shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of the Health Center patients, in accordance with all applicable federal and state laws and regulation (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164) and the Health Center's policies and procedures regarding the privacy and confidentiality of such information.

The Parties (and their directors, officers, employees, agents, and contractors) shall 1) not disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder; 2) use appropriate safeguards to prevent user disclosure of patient information, other than as provided for under this agreement, and 3) notify the other immediately in the event the Part becomes aware of any use or disclosure of patient information that violates the terms and conditions of the agreement or applicable federal and state laws or regulations.

8. COMPLIANCE WITH LAW

8.1. Health Center and Collaborative Partner shall comply with all applicable federal, state, and local laws including regulations set forth in 42 CFR Part 2 and 45 CFR Parts 160-164 (also known as HIPAA) and shall abide by all mandated statutes for the protection of family/client confidentiality.

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8.2. Health Center shall comply with all applicable Federal, State, and Municipal statutes or ordinance, all medical applicable rules and regulations of the California Board of Medical Quality Assurance and the Ethical Standards of the American and California Medical Associations.

8.3. Health Center and Collaborative Partner agree that all client data shall be maintained and stored in a locked and secure environment. Only designated assigned staff with keys will unlock and lock the files at the beginning and end of each day, with a check-in and check-out procedure for any chart removal. If client data is electronic in nature, data will be stored in a secure electronic database that is protected at minimum with a firewall, anti-virus software and anti-spyware. Access to client information, physical or electronic is restricted, with data available to those staff assigned to the client. Furthermore, Protected Health Information (PHI) and other client data will never be transmitted or shared through unencrypted email, fax, website, or other non-secure means.

9. NON-DISCRIMINATION

Both parties agree not to discriminate in the provision of services. Health Center shall provide patients referred by Collaborative Partner with the same level and degree of care and service as Health Center provides to other patients not referred by Collaborative Partner. Health Center shall not differentiate or discriminate in providing service to patients referred by Collaborative Partner on the basis of race color national origin, ancestry, religion, sex marital status, sexual orientation, or age. Health Center further agrees to render services to all patients referred by Collaborative Partner in the same manner in accordance with the same standards and with it the same time availability as offered to all of Health Center's patients.

10. GENERAL PROVISIONS

10.1. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof, and replaces and supersedes all other agreements of understanding, whether written or oral.

10.2. Amendments. This Agreement may be periodically updated to reflect changes in referral protocols, collaborative partners, and/other to address new requirements affecting collaborative partners of the City of Corona by a written instrument executed by both Parties hereto and attached to this Agreement.

10.3. Notices. All notices required to be given hereunder shall be given in writing, by personal delivery with signed receipt or by first class mail, registered or certified mail, postage pre-paid, addressed to the Parties at the respective addresses as set forth below, or at such other addresses as may be designated, in writing, by either Party.

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10.4. Non-Waiver. Failure to enforce at any time any of the provisions of this Agreement shall not be interpreted be a waiver of such provisions, or to affect either the validity of this Agreement, or the right of either Party thereafter to enforce each and every provision of this Agreement.

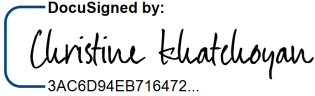
10.5. Severability. If one or more provisions of the Agreement is or are finally determined to be invalid or unenforceable, such provision will not affect or impair the other provisions of this Agreement, all of which will continue to be in full force and effect, and will be enforceable; provided however, that any such invalid provisions shall be reformed to the extent possible so as to implement insofar as practicable the intentions of the parties.

10.6. Assignment. This Agreement and the rights and obligations of the parties shall not be transferred or assigned without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

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IN WITNESS THEREOF, the parties have executed this agreement as of the effective date hereof.

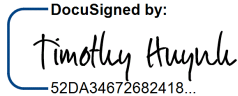
Sign: 
3AC6D94EB716472...

Centro Medico Clinic
1303 W Sixth Street STE 105
Corona, CA 92882
Phone:

Print Name: Christine Khatchoyan

Title: Chief operating Officer

Date: 7/6/2023

Sign: 
52DA34672682418...

Mercy House Living Centers
PO Box 1905
Santa Ana, CA 92702
Phone: 714-836-7188

Print Name: Timothy Huynh

Title: Chief Program Officer

Date: 7/6/2023

Exhibit A: Health Center Locations

- **1303 W Sixth St STE 105 Corona, CA 92882**
- **10368 Arlington Ave Riverside, CA 92505**
- **1307 W Sixth St STE 113 Corona, CA 92882**
- **420 W Harrison St. Corona, CA 92880**

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Exhibit B: Services Provided

- **General Primary Medical Care**
- **Screenings**
- **Voluntary Family Planning**
- **Immunization**
- **Well Child Services**
- **Gynecological Care**
- **Prenatal Care**
- **Postpartum Care**
- **Health Education**
- **Preventive Dental**
- **Additional Dental**
- **Behavioral Health**
- **Tele-Health**
- **Post Hospitalization Recuperative Care**
- **Referral to Specialty Providers**
- **Referral for Pharmaceutical Services**

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EXHIBIT "C"

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH RESOURCES AND SERVICES ADMINISTRATION
HARRISON HOPE CENTER CLINIC
FQHC SATELLITE LICENSE**

[SEE ATTACHED TWO (2) PAGES]

1. Date Issued: 1/18/2023	<p align="center">U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION</p>  <p align="center">NOTICE OF LOOK-ALIKE DESIGNATION Federally Qualified Health Center Look-Alike Section 1861(aa)(4)(B) of the Social Security Act (42 U.S.C. 1395x), Section 1905(l)(2)(B)(iii) of the Social Security Act (42 U.S.C. 1396d), as amended</p>	
2. Supersedes Designation Notice Dated: N/A		
3. Designation Notice NO. 6 LALCS00062-21-01		
4. LAL Number: LALCS00062		
5. Former LAL Number: LAL000062		
6. Designation Period: From: 1/1/2003 Through: 12/31/2023	7. Annual Certification Period: : From: 1/1/2023 Through: 12/31/2023	
8. Title of Project (or Program): Health Center Program Look-Alike		
9. Entity Name and Address: Centro Medico Community Clinic Inc 1307 W 6TH ST STE 113 CORONA, CA 92882	10. Project Director: Andy Piskouliau Centro Medico Community Clinic Inc 1307 W 6TH ST STE 113 CORONA, CA 92882	
<p>11. THIS ACTION IS BASED ON THE INFORMATION SUBMITTED TO, AND AS APPROVED BY HRSA, AS REQUIRED UNDER 42 CFR PART 405.2434 FOR THE ABOVE TITLED ENTITY AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</p> <p>a. The authorizing program legislation cited above; b. The program regulation cited above; and c. HRSA look-alike policies and procedures.</p> <p>In the event there are conflicting or otherwise inconsistent policies applicable to the program, the above order of precedence shall prevail.</p>		
12. REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)		
<i>Electronically signed by Morrissa Rice, on behalf of the Deputy Associate Administrator on: 1/18/2023 2:09:52 PM</i>		

HRSA Electronic Handbooks (EHBs) Registration Requirements

The project director listed on this Notice of Look Alike Designation (NLD) and the authorizing official of the Health Center Program look-alike (LAL) organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the LAL number in Section 4 of this NLD. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct designee organization record), be sure to add this designation to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants.hrsa.gov/2010/WebEPSEExternal/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772 or 301-998-7373.

Terms and Conditions

Failure to comply with the terms and condition(s) may result in a removal of look-alike designation.

Program Specific Term(s)

1. The condition stated below on NLD 6 LALCS00062-20-01 is hereby lifted. Due Date: Within 120 Days of NLD Release Date (CIS Tracking Number: CIS00135106 - Add Service Delivery Site:Centro Medico Community Clinic, Inc. - Harrison Shelter 420 W Harrison St STE A, Corona, CA 92880-2032) Within 120 days of the release date of this NLD (i.e., the date HRSA emailed you this Notice of Look Alike Designation), you MUST verify implementation of this CIS, as required via the related EHB submission deliverable. To access the deliverable, go to your handbook.

Contact(s)

NLD Email Address(es):

First Name	Last Name	Email
Andy	Piskouliau	apiskouliau@centromedicoclinic.com

Note: NLD emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Chelsie Purcell at:

5600 Fishers Ln
Rockville, MD 20857

Email: cpurcell@hrsa.gov
Phone: (301) 443-1903

EXHIBIT "D"

SIGNAGE

Clinic Operator may not post exterior signs at the Leased Premises without obtaining approval from the City. All signs must comply with Corona Municipal Code 17.74.