

to the
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between
COUNTY OF SANTA BARBARA

and
PACIFIC PRIDE FOUNDATION

for the
RYAN WHITE PROGRAM – PART C

THIS IS THE FIFTH AMENDMENT (hereafter referred to as Fifth Amendment) to the Agreement for Services of Independent Contractor, number BC-04-039 (hereafter Agreement), by and between the County of Santa Barbara (COUNTY) and Pacific Pride Foundation (CONTRACTOR), for the provision of case management services, mental health counseling, nutritional services, and nutritional supplements.

WHEREAS, the Agreement is effective through June 30, 2012; and

WHEREAS, the parties desire to amend the Agreement to adjust the compensation to provide additional one-time funding for early intervention case management services, and administrative expenses; and

WHEREAS, this Fifth Amendment incorporates the terms and conditions set forth in the Agreement and the First, Second, Third and Fourth Amendments except as modified by this Fifth Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. **Definitions.** Capitalized terms used in this Fourth Amendment to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.** The Agreement is amended to include the following Sections:

b) EXHIBIT B – PAYMENTS ARRANGEMENTS, Section A is amended as follows:

For CONTRACTOR services to be rendered under this ~~Fourth~~ **Fifth** Amendment, CONTRACTOR shall be paid a total contract amount not to exceed ~~\$367,950~~ **\$417,950** as follows: \$112,650 for the period July 1, 2009 through June 30, 2010; \$142,650 for the period July 1, 2010 through June 30, 2011; and ~~\$112,650~~ **\$162,650** for the period July 1, 2011 through June 30, 2012.

No transfer of funds to CONTRACTOR will occur until the line item transfers requested by COUNTY are approved by the grantor (Health Resources and Services Administration Office of AIDS).

3. **Ratifications.** The terms and provisions set forth in this Fifth Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this Fifth Amendment are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

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

Fifth Amendment to Agreement for Services of Independent Contractor BC-04-039 between the **County of Santa Barbara** and **Pacific Pride Foundation**.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective on date executed by County.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
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
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

Fifth Amendment to Agreement for Services of Independent Contractor BC-04-039 between the **County of Santa Barbara** and **Pacific Pride Foundation**.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective on date executed by County.

CONTRACTOR

By: _____
Pacific Pride Foundation

Date: _____

Contract Summary

BC 04-039

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 2003-04 through 2011-12
D2.	Budget Unit Number (plus –Ship/Bill codes in parenthesis)	041
D3.	Requisition Number	N/A
D4.	Department Name	Public Health
D5.	Contact Person	Susie Herrera
D6.	Telephone	346-8276

K1. Contract Type (check one): X Personal Service Capital

K2. Brief Summary of Contract Description/Purpose

K3. Original Contract Amount \$345,000

K4. Contract Begin Date 7-1-03

K5. Original Contract End Date 6-30-06

K6. Amendment History (leave blank if no prior amendments)
A01 Extend term; A02 Decrease term; Amend SOW; A03 Extend term; A04 Add Sections 30 & 31; Increase compensation

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 \$162,650

F3. Fund Number 0042

F4. Department Number..... 041

F5. Division Number (if applicable)..... 13

F6. Account Number 7460

F7. Cost Center number (if applicable).....

F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing).....

V2. Payee/Contractor Name Pacific Pride Foundation

V3. Mailing Address 126 E. Haley Street, Ste A-11

V4. City State (two-letter) Zip (include +4 if known)..... Santa Barbara, CA 93101

V5. Telephone Number..... 805-963-3636 x125

V7. Contact Person David Selberg

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) Rose Davis

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

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

Date: _____ Authorized Signature: _____