

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

PACIFIC PRIDE FOUNDATION

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Pacific Pride Foundation (PPF) with an address at 126 E. Haley Street, Suite A-11, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Paige Batson, Disease Control and Prevention Manager at phone number 346-8286 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. David Selberg, Executive Director at phone number 963-3636, ext. 125 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Paige Batson, Disease Control and Prevention Manager
Santa Barbara County Public Health Department
2115 S. Centerpointe Pkwy.
Santa Maria, CA 93455

To CONTRACTOR: David Selberg, Executive Director
Pacific Pride Foundation
126 E. Haley Street, Suite A-11
Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on April 1, 2014 and end performance upon completion, but no later than March 31, 2016 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

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.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. 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.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR.

CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. 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.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR,

the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or

proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. COMPLIANCE WITH HIPAA

CONTRACTOR is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Pacific Pride Foundation.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Takashi Wada, MD, MPH
Director / Deputy Health Officer

By: _____
Director

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Management

By: _____
Risk Manager

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Pacific Pride Foundation.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

CONTRACTOR:

Pacific Pride Foundation

By: _____
Authorized Representative

Name: _____

Title: _____

EXHIBIT A

STATEMENT OF WORK

PURPOSE: To provide needed food bank and medical case management services to clients with HIV/AIDS.

1. Name of Agency	Pacific Pride Foundation
2. Name of Program	HIV CARE Program 1460
3. Type of Service	Food Bank and Medical Case Management Services
4. Target Population	Ryan White HIV/AIDS clients
5. Program Description/ Services to be provided	<p>Provide free food and personal care products to low-income HIV positive clients at two food pantry locations.</p> <p>No funds shall be used for:</p> <ul style="list-style-type: none"> • Permanent water filtration systems for water entering the house • Household appliances • Pet foods • Other non-essential products. <p>Prepare periodic nutritional information and education newsletters which will be distributed at the PPF food pantry locations.</p> <p>Provide medical case management services to Ryan White HIV/AIDS clients which will include the following key activities:</p> <ul style="list-style-type: none"> • Initial comprehensive assessment of the client's needs and personal support systems • Development of a comprehensive, individualized service plan • Coordination of the services required to implement the Medical Case Management Standards • Client monitoring to assess the efficacy of the plan • Periodic re-evaluation and revision of the service plan • Client discharge and transfer • Case management will include face-to-face, phone contact, and any other forms of communication
6. Dates/Times services to be provided	Ongoing throughout contract period.
7. Number of unduplicated clients to be served	150 – Food Bank; 170 – Medical Case Management
8. Location(s) where services will be provided	<p>Pacific Pride Foundation - Santa Barbara 126 East Haley Street, Suite A-11 Santa Barbara, CA 93101</p> <p>Pacific Pride Foundation - Santa Maria 819 W. Church St. Santa Maria, CA 93458</p>

9. Contractor's Qualifications	<p>Appropriate licensure/certification for food banks and home delivered meals. Medical case management must be provided by dedicated professionals with nursing degrees, masters in social work, health care staff and, in some cases, no degree but with appropriate life experience, as stated in the Health Resources and Services Administration (HRSA) Care Action publication, November 2008: http://hab.hrsa.gov/newspublications/careactionnewsletter/november2008.pdf</p>										
10. Reporting Requirements and Performance Measures	<p>All funded services to be entered into the AIDS Regional Information and Evaluation System (ARIES) database.</p> <p>Quarterly Narrative Reports:</p> <table border="1" data-bbox="492 531 1352 699"> <thead> <tr> <th>REPORT PERIODS</th> <th>DUE DATES</th> </tr> </thead> <tbody> <tr> <td>JULY 1 – SEPTEMBER 30</td> <td>NOVEMBER 15</td> </tr> <tr> <td>OCTOBER 1 – DECEMBER 31</td> <td>FEBRUARY 15</td> </tr> <tr> <td>JANUARY 1 – MARCH 31</td> <td>MAY 15</td> </tr> <tr> <td>APRIL 1 – JUNE 30</td> <td>AUGUST 15</td> </tr> </tbody> </table>	REPORT PERIODS	DUE DATES	JULY 1 – SEPTEMBER 30	NOVEMBER 15	OCTOBER 1 – DECEMBER 31	FEBRUARY 15	JANUARY 1 – MARCH 31	MAY 15	APRIL 1 – JUNE 30	AUGUST 15
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APRIL 1 – JUNE 30	AUGUST 15										
11. Compensation and Invoicing	<p>CONTRACTOR shall submit invoices on a monthly basis. Invoicing must include staff hours, salary, amount of funds used to purchase food and non/food items and number of clients served by location.</p>										
12. Site Visits	<p>At least bi-annually.</p>										
13. County Designated Representative	<p>Adriana Almaguer County of Santa Barbara Public Health Department 2115 S. Centerpointe Pkwy. Santa Maria, California 93455 Phone: (805) 346-8433 Fax: (805) 346-7232 Email: aalmagu@sbcphd.org</p>										
14. County Contract Contact	<p>Contracts Unit, Public Health Department 300 N. San Antonio Rd., Bldg 8, Santa Barbara, CA 93110 Phone: (805) 681-5107 Fax: (805) 681-5191 Email: phdcu@sbcphd.org</p>										

EXHIBIT A-1

STATEMENT OF WORK – NARRATIVE

Performance Expectations

Activity	Unduplicated Clients
Medical Case Management	170 (Ryan White Clients)
Food Bank	150 (Ryan White Clients)

- I. Medical Case Management (MCM)** is a range of client-centered services that increase clients' access to, and retention in, medical care. MCM ensures timely and coordinated access to medically appropriate levels of health and support services through ongoing assessment of the client's and other key family members' needs and personal support systems.

The process of medical case management includes adherence to Medical Case Management Standards and the following:

1. Completing a comprehensive biopsychosocial assessment of the clients' needs;
2. Developing a comprehensive individualized service plan (ISP);
3. Monitoring clients to assess the efficacy and success of the ISP;
4. Reevaluating and revising the ISP as necessary; and
5. Performing case closure when appropriate.

Primary activities of HIV MCM include assistance and support with applying, accessing and adhering to core medical services, including:

- Entitlement program benefits such as Medicare, Medi-Cal, Veterans Administration.
- HIV medical management services: Early Intervention Services; Comprehensive AIDS Resources Emergency/Health Insurance Premium Payment program.
- Primary medical care including medications, oral health care, medical nutritional services, mental health services, medication adherence counseling, and substance abuse treatment.
- Comprehension and application of all Public Health Department Ryan White Program policies including Sliding Scale, Annual Cap, ARIES consenting and Continuum of Care consenting.
- Prevention including health education and risk reduction.
- HIV-positive clients must be offered options for partner counseling referral services (PCRS) including:
 - Self-notification with coaching skills building with the appropriate agency staff,
 - Dual notification of partners with appropriate staff present, or
 - Referral to State disease investigators for third party anonymous notifications.

Secondary (Social Case Management) activities of HIV MCM include assistance with applying and accessing support services including:

- Housing assistance
- Coordination of medical transportation via transportation tokens
- Food and meal programs
- Linguistic Services
- Referrals for other health care support services and legal services

HIV Medical Case Management Indicators:

Primary medical care: Documentation in client's chart/ARIES that the client has been seen by a medical provider in the last six months or that efforts have been made to engage the client in primary care.

Access to medications: Documentation in client's chart/ARIES of prescription coverage such as AIDS Drug Assistance Program (ADAP), Medi-Cal, Medicare Part D, Ryan White Part C or private insurance.

Treatment adherence: At least one medication adherence assessment/contact in the previous three months.

Eligibility determination and assistance: Documentation in client's chart/ARIES of client's payer class, signed ARIES and Continuum of CARE consent forms, client's sliding scale determination and annual cap amount.

II. Food Bank

The PPF Necessities of Life Program (NOLP) provides nutritional supplements, personal hygiene and dental hygiene products Ryan White HIV Clients. Clients access the NOLP at the PPF north county and south county offices. The NOLP also serves as an access point for PPF case managers to meet and confer with clients, as well as providing clients with access to other services such as mental health counseling, legal services, etc. In addition, HIV clients can be linked and referred to a myriad of other services such as substance abuse counseling and treatment, medical services, oral health services, etc.

All clients accessing the NOLP will receive nutritional information placed in each bag of supplies and services will be tracked through the ARIES program and reported through the RSR, RDR and semi-annual narrative reporting.

Specific Requirements for Service Delivery

CONTRACTOR SHALL:

1. Ensure compliance with federal HRSA Ryan White Program, State Office of AIDS HIV Care Policy letters, Management Memoranda, ARIES Policy Notices, and other program guidelines issued by the State Office of AIDS.
2. Maintain all client-level data required by the State office of AIDS.
3. Attend all HIV Prevention and Care Council meetings.
4. Agree to audit, site visits, and/or other program evaluations as deemed necessary by the State Office of AIDS or the Fiscal Agent (PHD).
5. Have the organization and administrative capabilities to support the program services and activities.
6. Maintain personnel records and assure that staff meets appropriate levels of licensure, certification, education and experience.
7. Contractor shall provide for bilingual/bicultural counselors where needed, as defined in the Guidelines.

8. Contractor shall designate an individual to act as their MCM Coordinator. This individual must be delegated the overall responsibility for the Medical Case Management program and must have sufficient authority to ensure conformance with State Office of AIDS and County policies and guidelines in all services provided.
9. The MCM Coordinator shall serve as the primary contact for County and will be charged with assuring that important information, policy changes, and procedural interpretations are communicated promptly to all appropriate personnel.

Definitions

1. “Medical Case Management” is the process through which a case manager coordinates a core case management team to accomplish the functions of initial and ongoing comprehensive client assessments and the development, implementation, and evaluation of the individual service plan, including practical support such as child care and transportation, if appropriate. The Case Manager is also responsible for providing referrals and linkages with appropriate client services (e.g. alcohol and drug treatment services).
2. “Health Education” consists of those Ryan White Title III program services, strategies, or interventions provided to encourage and assist Ryan White Title III program clients to maximize their health and productivity (e.g. through proper nutrition and stress reduction). Based on regular assessments, additional on-going services may need to be provided between the major assessments.
3. “Medical Evaluation” consists on an evaluation of Ryan White Title III program client’s health status and health care needs through a comprehensive, gender-appropriate physical examination and laboratory evaluation. Also included is the prescribing and monitoring prophylactic therapies when appropriate as well as minor outpatient preventative therapeutic medical services related to HIV infection. Based on regular assessments, additional on-going services may need to be provided between the major assessments.
4. “Psychosocial Services” consists of a psychological and social evaluation by a social worker and an assessment of the client’s adjustment, or ability to adjust, to living with HIV infection. It includes, but is not limited to, client demographics, social history, mental status, and basic assessments. Based on regular assessments, additional on-going services may need to be provided between the major assessments.
5. “Ryan White Title III Program” provides for early intervention out-patient care for all persons living with HIV. Monies distributed to individual medical facilities and agencies provide primary medical care, health education, and psychosocial services designed to facilitate easy access to services, which in turn helps people live healthier, more productive lives.
6. “Transmission Risk Reduction” consists of interventions or strategies to eliminate or alter high-risk behaviors in order to reduce the risk of transmitting HIV infections to others. Transmission risk reduction also includes, but is not limited to client transmission risk assessments, education about high-risk behaviors, and appropriate behavior change support. Based on regular assessments, additional on-going services may need to be provided between the major assessments.

Pacific Pride Foundation shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of CONTRACTOR’s Designated Representative.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$121,875 for April 1, 2014 – March 30, 2015 and \$121,875 for April 1, 2015 – March 30, 2016, and not to exceed the maximum contract amount of \$243,750.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

1. **INDEMNIFICATION**

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

2. **INSURANCE**

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverage at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

2.1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the

COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2.2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTOR shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

2.3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this Agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR's services of operation pursuant to the Agreement, nor shall it be deemed a waiver of COUNTY's rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY's insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.