

**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 the Pacific Pride Foundation having its principal place of business 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**, State of California reduced State General Fund support for COUNTY HIV/AIDS programs by more than \$800,000 for Fiscal Year 2009/10; and

**WHEREAS**, the State of California, Office of AIDS, has suspended specific elements of the existing Agreement Number 07-65081 (Master Grant Agreement) previously funded with State General Funds; and

**WHEREAS**, the Office of AIDS has combined seven previous HIV/AIDS services programs into one program and one single allocation model; and

**WHEREAS**, the State and COUNTY are in the process of revising the existing Master Grant Agreement, and contained Memorandums of Understanding, for all remaining HIV/AIDS federal funds administered by the Office of AIDS and allocated to the COUNTY; and

**WHEREAS**, COUNTY notified all subcontractors of these State General Fund losses in July and August of 2009 and suspended all agreements previously funded with State General Funds; and

**WHEREAS**, COUNTY worked with the local HIV Prevention and Care Council (HPCC) to reprioritize service levels and re-allocations of remaining federal funding retroactive to July 1, 2009; and

**WHEREAS**, COUNTY and CONTRACTOR currently have a suspended contract, BC 08-014, as a result of the non-appropriation of State funding; and

**WHEREAS**, CONTRACTOR has continued to provide services contained in this agreement since July 1, 2009 without any support from COUNTY; and

**WHEREAS**, COUNTY has provided 30-day notification to CONTRACTOR of termination of contract BC-08-014, according section 17.A.1 of BC-08-014; and

**WHEREAS**, COUNTY will terminate BC-08-014 with CONTRACTOR upon execution of current Agreement; and,

**WHEREAS**, COUNTY shall execute current Agreement to replace contract BC 08-014 and to implement reprioritized services.

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

1. **DESIGNATED REPRESENTATIVE.** Scott McCann, Program Administrator, HIV/AIDS Services Program, at phone number 805-681-5270 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. David Selberg, Executive Director, at phone number 805-963-3636, 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY:                      Scott McCann  
Public Health Department  
345 Camino del Remedio  
Santa Barbara, CA 93110  
Scott.McCann@sbcphd.org

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. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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.** This Agreement shall become effective on the date that the California Department of Public Health Office of AIDS and COUNTY execute Amendment A04 to Agreement 07-65081 for the HIV Care Program for the period of July 1, 2009 through June 30, 2010.

5. **COMPENSATION OF CONTRACTOR.** 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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.

30. **NON-APPROPRIATIONS.** 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.

31. **BUSINESS ASSOCIATE.** The COUNTY is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy and Security Rule"). The CONTRACTOR is considered to be a "Business Associate" under the Privacy Rule. CONTRACTOR must also comply with the Security Rule as a Business Associate if under this Agreement it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of title 45 of the Code of Federal Regulations.

The COUNTY and CONTRACTOR acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth in Exhibit E - HIPAA Business Associate Agreement.

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 the County has executed Amendment AO4 to the California Department of Health Services Office of AIDS Agreement Number 07-65081.

COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Chair, Board of Supervisors  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By: Celeste E. Anderzen  
Deputy County Counsel

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

By: Joe Hagan  
Deputy

APPROVED  
MICHELE MICKIEWICZ, MPH  
INTERIM DIRECTOR  
PUBLIC HEALTH DEPARTMENT

By: Michele Mickiewicz

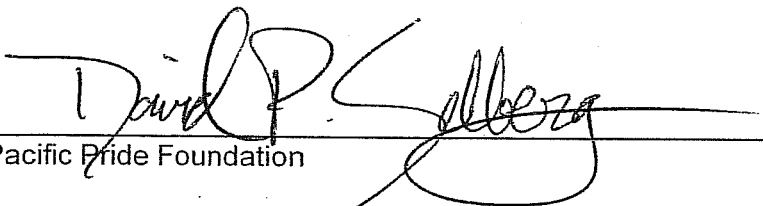
APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By: Ray Aromatorio  
Risk Program Administrator

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 the County has executed Amendment AO4 to the California Department of Health Services Office of AIDS Agreement Number 07-65081.

CONTRACTOR

By:   
Pacific Pride Foundation

Date: 1-4-2010



## EXHIBIT A

### STATEMENT OF WORK

Name of Agency	Pacific Pride Foundation
Name of Program/Number	HIV Care Program/1460
Board Contract Number	
Type of Service	Early Intervention Services
Target Population	HIV/AIDS Clients
Contract Amount	\$225,184
Program Description/ Services to be provided	<ol style="list-style-type: none"> <li>1) Adhere to all conditions contained in the Health Resources Services Association (HRSA) Part C (formerly Title III) and HIV Care Program (Office of AIDS) contractual agreements.</li> <li>2) CONTRACTOR will maintain all client-level data required by the State Office of AIDS and HRSA in the most current version of the ARIES database and/or CAREWare database.</li> <li>3) CONTRACTOR will provide monthly invoicing for reimbursement with a summary ARIES report for the client services provided during the invoice period.</li> <li>4) CONTRACTOR will assist the Public Health Department to provide <b><u>ALL</u></b> appropriate client information, subject to existing confidentiality and HIPAA limitations, as deemed necessary by the Health Officer and his/her designated representatives to identify, prevent or document the HIV/AIDS epidemic or other communicable diseases in this jurisdiction.</li> <li>5) CONTRACTOR will assist the Public Health Department to provide <b><u>ALL</u></b> appropriate client information, services and treatment, subject to existing confidentiality and HIPAA limitations, as deemed necessary by the Medical Officer and his/her designated representatives to insure the continuum of care and provide high quality primary care services for all clients.</li> <li>6) CONTRACTOR will attend all HIV Prevention and Care Council meetings.</li> <li>7) CONTRACTOR is subject to audit, site visits or other program evaluations as deemed necessary by the Health Resources and Services Administration (HRSA) or the Fiscal Agent (Public Health Department).</li> <li>8) The CONTRACTOR has the organizational and administrative capabilities to support the program services and activities.</li> <li>9) The CONTRACTOR maintains personnel records and assures that staff meet appropriate levels of licensure, certification, education and experience.</li> </ol>

- 10) The CONTRACTOR ensures that the HIV Care program responds to the needs of its service area and is sensitive to linguistic, ethnic, lifestyle, and cultural differences of the population(s) being served.
- 11) The CONTRACTOR ensures that clients' records are maintained in a current and timely manner; are protected from theft, destruction, and unauthorized access; and are kept confidential at all times.
- 12) The CONTRACTOR assures that client service facilities provide confidentiality for clients and staff at all stages of evaluation (e.g., telephones, examination, and interview/counseling rooms), and adequate security for medical records, the computer system, data and program files.
- 13) The CONTRACTOR, semi-annually, accurately and consistently collects and reports data on all funded HRSA Ryan White Part C program clients in a manner that is in agreement with all HRSA Ryan White programs. The County may request from CONTRACTOR that reports be generated on an as needed basis.

**A) Reporting Schedule:**

- (i) July through December report due: February 15
- (ii) January through June report due: August 15
- (iii) Collection of this data includes, but is not limited to:
  1. The total number of clients served.
  2. The number of clients utilizing services provided.
  3. Demographics of clients (aggregate).
  4. The source of funding for each type of service provided.
  5. The cost of each type of service provided.
  6. Client retention in care (i.e. adherence to treatment appointments).
  7. Referrals made.
  8. Perceived unmet needs of the clients.
- 14) Along with the above described data collection, the CONTRACTOR shall submit a written report describing the progress made to date implementing the HIV Care program, barriers to implementation, plans for overcoming those barriers, and staffing changes.
- 15) CONTRACTOR will provide to COUNTY data for the Ryan White Data Report (RDR) by January 31<sup>st</sup> of each calendar year, which includes all Ryan White funded activities. COUNTY will provide appropriate forms, guidance, and technical assistance to CONTRACTOR.
- 16) CONTRACTOR will submit to the COUNTY through the HRSA Electronic Handbook semi-annual client level data known as the Ryan White Services Report (RSR). The reporting schedule is as follows:
  - January 1 through June 30: Report due by August 1
  - July 1 through December 31: Report due by February 1

Number of unduplicated clients to be served	<p>As specified in Exhibit A.1:</p> <p><u>Medical Case Management</u>: At least 200 unduplicated Ryan White Part C HIV positive clients provided medical case management services.</p> <p><u>Social Case Management</u>: At least 50 unduplicated Ryan White Part C HIV positive clients provided social case management services.</p> <p><u>Food Bank</u>: Provide food, nutritional supplements and essential household supplies for 190 HIV/AIDS clients equaling 20,900 units of services. A unit of service equals a bag of groceries and other essential supplies.</p> <p><u>HIV Court Ordered Education (Outreach)</u>: Provide at least 20 high risk individuals that receive a court order to receive HIV/STTD education and prevention interventions.</p> <p><u>HIV Counseling and Testing</u>: At least 500 high risk HIV negative clients counseled and tested for HIV.</p>
Location(s) where services will be provided	At two permanent sites (Santa Barbara Pacific Pride Foundation (PPF) and Santa Maria PPF). 126 E. Haley Ave., Suite A-11, Santa Barbara 819 W. Church St., Santa Maria and also in outreach settings.
Dates/Times services to be provided	Ongoing
Contract Period	July 1, 2009 - June 30, 2010

## EXHIBIT A-1 STATEMENT OF WORK - NARRATIVE

CONTRACTOR will provide early intervention services with an emphasis on primary care, as specified below.

**Table 1 Performance Expectations**

Activity	Unduplicated Clients	Service Expectations
Medical Case Management	200 (Part C clients)	Individual Service Plan, Quarterly Adherence Counseling
Social Case Management	50 (Part C clients)	Individual Service Plan, alignment with HOPWA for housing services
Food Bank	190 (Part C clients)	20,900 units (bag of groceries) of service
Outreach	20 clients	Individual level HIV education and harm-reduction counseling sessions be provided to high-risk substance abusers convicted of certain drug related crimes and ordered by the Courts to receive this intervention.
HIV Counseling and Testing	500 clients	High risk HIV negative 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:

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, risk reduction and partner counseling referral services, counseling and documentation.

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

- Housing assistance
- Medical transportation
- 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 the client's chart 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 the client's chart 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 determinations and assistance:** Documentation in client's chart of client's payer class, signed ARIES and Continuum of Care consent forms, client's sliding scale determination and annual cap amount.

**Prevention services:** Case manager's notes and completed Partner Counseling Referral Services (PCRS) forms with concurrent verification with PHD of receipt of PCRS submittals.

### **III. Food Bank**

The PPF Necessities of Life Program (NOLP) provides nutritional supplements, personal hygiene and dental hygiene products for Part C 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 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.

### **IV. Court-Ordered HIV Education and Prevention (Outreach)**

The PPF will provide up to twenty Individual Level Counseling Sessions for Injection Drug Users (IDUs) and substance abusers that have court-ordered HIV education and harm reduction at PPF office locations by PPF health educator(s) prior to June 30, 2010.

#### **a. Summary:**

Individual HIV education and harm-reduction counseling sessions will be provided to high-risk substance abusers individuals that have been convicted by the courts of certain drug related crimes and are ordered by the courts to receive this intervention.

b. **Service Provider Collaborations:**

Program staff receives referrals from the Probation Department. Program staff will re-contact and document each successful referral with the appropriate Probation Department.

Program staff will develop a flyer to distribute to Probation Department staff to ensure they are aware of PPF service provision.

Program staff will collaborate with other intervention service providers through the HIV Prevention and Care Council (HPCC).

Program staff will provide referrals to HIV counseling and testing and/or drug treatment facilities as appropriate.

c. **Intervention Type:** Individual Level Intervention

d. **Behavioral Risk Group/Target Size:** IDU/16; Substance Users/4

e. **Key Activities:**

- e.1 Through court-order process, IDU individual makes appointment for counseling session. Ongoing.
- e.2 Link to HIV counseling and testing or referral to substance abuse treatment program provided during counseling session as appropriate. Ongoing.
- e.3 One-on-one counseling provided to client. Ongoing.
- e.4 Activities documented in ARIES through State Office of AIDS Individual Level Intervention (ILI) form for each session and entered within one week of session.
- e.5 Staff will complete and submit documentation to Probation Department as well as provide to client. Ongoing.

f. **Process Evaluation:**

- f.1 Provide pre-counseling survey of clients.
- f.2 Measure the increase in knowledge through post-counseling survey.
- f.3 Store data in ARIES database and analyze for client outcomes.
- f.4 Revise intervention if necessary.
- f.5 Report semi-annually as specified above.

## **V. HIV Counseling and Testing**

### **Specific Requirements for Service Delivery**

1. The CONTRACTOR shall select a staff member or subcontractor to fulfill the role of the Alternative Testing Site (ATS) Coordinator. The ATS Coordinator shall work with the COUNTY HIV Counseling & Testing (C&T) Coordinator to meet all applicable program requirements and testing regulations.
2. ATS is a COUNTY approved location to conduct HIV counseling and testing activities AND offers both anonymous and confidential HIV testing.
3. The ATS Coordinator shall be responsible for all HIV Counseling and Testing activities including: quality assurance; HIV counselor certifications and evaluations; service data maintenance and reporting.
4. The CONTRACTOR shall perform the HIV antibody screening procedure as described in the State of California and Santa Barbara County HIV Counseling and Testing Guidelines (1997 and addendums). This procedure by the CONTRACTOR shall include:
  - 4.1 Administration of a Client Assessment Questionnaire (CAQ) according to those procedures that have been reviewed and approved by the COUNTY HIV Counseling and Testing Coordinator and the State Office of AIDS.
    - 4.1.1 Analysis of the CAQ must be performed by a qualified HIV test counselor.
      - 4.1.1.1 A Client Assessment Staff certified by the ATS Coordinator may distribute, collect and analyze CAQs and must be trained and certified by the ATS Coordinator for these tasks.
      - 4.1.1.2 A test counselor must have completed appropriate training consistent with State Office of AIDS guidelines.
  - 4.2 Determination of a client's risk level and the appropriate intervention through distribution and analysis of the CAQ.
  - 4.3 An individual "risk assessment session" for high-risk clients consisting of:
    - 4.3.1 Discussion of the validity and accuracy of the type of HIV test offered and used, performed by the counselor, before the HIV test is performed—with a specific discussion of the outcomes:
      - 4.3.1.1 HIV antibody Positive
      - 4.3.1.2 HIV antibody Negative
      - 4.3.1.3 HIV antibody Indeterminate or Inconclusive
    - 4.3.2 Discussion of appropriate laboratory specimen-processing timelines and window periods in relation to each of the testing outcomes;
    - 4.3.3 Discussion of the risks and benefits of HIV testing;

- 4.3.4 Determination of each clients' risk behavior;
- 4.3.5 Discussion of HIV transmission and risk reduction;
- 4.3.6 Discussion relating to the appropriateness of taking the HIV test (as it relates to the individual client);
- 4.3.7 Obtaining the client's informed consent and explaining to the client the difference between anonymous and confidential HIV testing.
  - 4.3.7.1 Consent for HIV testing shall be provided using the State Office of AIDS or COUNTY approved consent forms;
  - 4.3.7.2 Consent for anonymous HIV testing shall be explained to the client and verified by the Counselor on the appropriate consent form;
  - 4.3.7.3 Consent for HIV testing shall be explicit and in writing in the case of confidential HIV testing;
- 4.3.8 Informing the client of the availability of anonymous testing;
- 4.3.9 Explaining to the client how confidentiality shall be maintained;
- 4.3.10 Determining client's risk behavior;
- 4.3.11 Making appropriate referrals.
- 4.4 Collection of specimens according to the test kit manufacturer's recommendations or standardized phlebotomy techniques.
- 4.5 Provision of confidential and locked storage of HIV-identifying information.
- 4.6 Confidential storage of all client consent forms (in client charts if applicable, or in separate secure storage locations complying with HIPAA regulations). Consent forms shall be maintained in storage for a minimum of three years. Consent forms older than three years may be properly discarded after shredding.
- 5. The CONTRACTOR shall adhere to all federal, state, and county laws and ordinances, instructions, guidelines, and directives pertaining to the provision of services and shall be consistent with the most recently published guidelines--specifically:
  - 5.1 To offer and perform HIV Rapid Testing:
    - 5.1.1 The Public Health Department, as the Local Health Jurisdiction, has obtained a "blanket" Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver to perform the OraQuick Rapid HIV-1 Antibody Testing at all Santa Barbara County clinic sites. The Public Health Department has obtained a separate "blanket" CLIA Waiver to perform the OraQuick Rapid HIV-1 Antibody testing at all Pacific Pride Foundation ATS locations.
    - 5.1.2 The CONTRACTOR shall comply with the *OraQuick Advance Rapid HIV Testing Guidelines: Policy, Procedure and Quality Assurance (Oct. 2003)* and State Office



of AIDS guidelines distributed on December 23, 2004, California Department of Health Services, Office of AIDS, Supplement to HIV Counseling and Testing Guidelines (July 2003).

- 5.1.3 The CONTRACTOR shall provide sufficient counselor time for each Risk Assessment and Disclosure session. This procedure for Rapid Testing allows for informed consent and specimen collection prior to the Risk Assessment discussion so the HIV test kit can be processing during the 20 minute Risk Assessment session. Result disclosure may then occur directly after the Risk Assessment.
  - 5.1.3.1 The CONTRACTOR may adapt this process to settings that integrate other services with HIV Counseling and Testing, such as Sexually Transmitted Diseases, Hepatitis C testing, or syringe (needle) exchange, provided the client still receives at least 20 minutes of HIV Risk Assessment counseling, and disclosure of HIV Rapid Test results occurs within the single session, without the client being sent to a waiting room or other unsupervised setting prior to result disclosure.
- 5.1.4 The CONTRACTOR shall collect an oral sample or provide phlebotomy services and collect a fingerstick whole blood specimen sufficient to perform the HIV Rapid Test from each tested client.
- 5.1.5 The CONTRACTOR shall ensure that the COUNTY adopted Quality Assurance Program for the Pacific Pride Foundation is in place and maintained prior to offering OraQuick HIV Rapid Tests.
- 5.1.6 The CONTRACTOR shall ensure that Preliminary Positive disclosure sessions include:
  - 5.1.6.1 Delivery of the test result in a direct, neutral tone;
  - 5.1.6.2 Time for client to process the meaning of the result and the HIV counselor to explore the client's understanding of the result;
  - 5.1.6.3 Collection of a confirmatory test sample;
  - 5.1.6.4 Setting a return appointment for confirmatory disclosure;
  - 5.1.6.5 Appropriate referrals.
- 5.1.7 The CONTRACTOR shall provide HIV test disclosure information to persons who test non-reactive on the antibody test AND are screened as having a high-risk as determined by the *HIV Counselor Information Form*. Information shall include:
  - 5.1.7.1 An appropriate medical interpretation of the result;
  - 5.1.7.2 Information on reducing the risk of exposure to HIV;
  - 5.1.7.3 Referrals to community resources that deliver HIV prevention services and related services.

- 5.1.8 The CONTRACTOR shall provide the following disclosure information to persons who test repeatedly reactive on the antibody test and on supplemental tests. This information shall include:
- 5.1.8.1 An appropriate medical interpretation of the result;
  - 5.1.8.2 Transmission risk reduction;
  - 5.1.8.3 Tissue donor transmission risk;
  - 5.1.8.4 Risks during pregnancy;
  - 5.1.8.5 Information on HIV disease symptoms;
  - 5.1.8.6 Referrals;
  - 5.1.8.7 Medical care;
  - 5.1.8.8 Mental health resources; including assessment of the client's reaction to the test result and referral to 24-hour crisis mental health services as appropriate;
  - 5.1.8.9 Documented referrals to medical care for HIV positive clients;
  - 5.1.8.10 Other resources as needed.
- 5.2 To offer and provide associated confirmatory tests (standard laboratory based testing) at a State certified laboratory:
- 5.2.1 The CONTRACTOR shall provide at least 20 minutes of counselor time for each high-risk client Risk Assessment session, including time to answer questions from persons requesting the test. Information and format shall be consistent with the Guidelines; or the most recent update from the State Office of AIDS; or County of Santa Barbara Counseling and Testing Coordinator herein referred to as the "Coordinator".
- 5.3 The CONTRACTOR shall provide phlebotomy services and shall draw sufficient serum (0.5 mL of whole blood) from each tested client in order to perform initial, repeat, and supplemental HIV antibody tests. The CONTRACTOR may perform oral HIV testing and not provide phlebotomy at the discretion of the Coordinator.
- 5.4 HIV counselors shall deliver a private, face-to-face counseling session according to the recommended schedule below:

#### **Counseling Standards**

	<b>Risk Assessment</b>	<b>Disclosure</b>	<b>Referral</b>
<i>Higher-Risk HIV Counseling</i>	20 minutes	Variable- Average 20 minutes	5 minutes

	<b>Risk Assessment</b>	<b>Disclosure</b>	<b>Referral</b>
<i>HIV-Positive &amp; Inconclusive Counseling</i>	20 minutes	40 minutes	20 minutes

6. Follow-up adds yet another opportunity to build trust and relationships with clients and to insure they know their HIV status.
  - 6.1 CONTRACTOR shall provide information on PCRS to assure that sex and/or needle/syringe-sharing partners of HIV-positive clients are informed of their possible exposure. All partner/spousal notifications are to be conducted confidentially on a voluntary basis with clients and by State trained HIV counselors or outreach staff.
  - 6.2 HIV-positive clients must be offered options for PCRS including:
    - 6.2.1 Self-notification with coaching skills building with the appropriate agency staff,
    - 6.2.2 Dual notification of partners with appropriate staff present, or
    - 6.2.3 Referral to State disease investigators for third party anonymous notifications.
  - 6.3 The CONTRACTOR shall provide the following information to High-Risk individuals (as determined by the HIV Counselor Information Form):
    - 6.3.1 An appropriate medical interpretation of the result;
    - 6.3.2 Information on reducing the risk of exposure to HIV;
    - 6.3.3 Referrals to community resources that deliver HIV prevention services and related services.
  - 6.4 The CONTRACTOR may provide additional counseling, beyond the time necessary to provide test results, to individuals testing HIV non-reactive on the antibody test AND who are screened as having low risk as determined by the HIV Counselor Information Form.
    - 6.4.1 The following are indicators for enhanced counseling:
      - 6.4.1.1 Test Result: All HIV positives and inconclusives.
      - 6.4.1.2 Risk Behaviors: Men having Sex with Men (MSM); transgender; IDUs; sex workers (drugs or money); clients with partners they know to be: HIV positive, IDUs, sex workers, bisexuals; occupational HIV+ exposure; child with maternal HIV exposure, women who practice receptive anal sex; stimulant users (crack, amphetamines, cocaine, nitrates/ites & ecstasy).
7. For both HIV Rapid Testing and HIV confirmatory testing the CONTRACTOR shall ensure that:
  - 7.1 Each counselor shall read the most recently published Guidelines and all adopted supplements.
    - 7.1.1 A copy of the Guidelines shall be available for reference during testing hours.

- 7.2 Copies of the Risk Assessment and Test Disclosure interview checklist are available at each counseling session.
- 7.3 Trained and qualified HIV counselors shall attend all counseling sessions.
- 7.4 Prior to allowing HIV counselors to offer and perform HIV Rapid Testing, the CONTRACTOR shall comply with state approved training specifically for HIV Rapid Testing.
- 7.5 The PPF Coordinator has approved all individual counselors performing work under this Agreement, as documented via written request to the Coordinator and written approval from the Coordinator.
- 7.6 Confidentiality is maintained in confidential settings and anonymity is maintained in anonymous settings.
  - 7.6.1 Space is allocated for testing and counseling so that individual counseling is conducted in complete privacy.
  - 7.6.2 At no time should conversations between counselor and client be audible to persons other than the counselor and the individual client.
  - 7.6.3 All client-specific conversations shall occur in a manner that respects the privacy of each individual-whether or not the client has requested to maintain this privacy.
  - 7.6.4 CONTRACTOR shall provide services in an accessible manner and shall, with the assistance of the HIV Testing Coordinator, notify the community of the services pursuant to Section 1633 of the California Health & Safety Code.
- 7.7 A "Patient Bill of Rights" statement shall be posted in a conspicuous place on-site.
8. Street-based testing is to be done in a manner that is safe for all participants and staff.
9. Services are provided in a culturally sensitive and competent manner, with emphasis on prevention, and shall be presented in a language and presentation method appropriate to the target population.
10. CONTRACTOR shall have a written client grievance policy.
11. Regularly scheduled HIV Counseling & Testing Services hours shall be posted in a conspicuous place on-site.
12. Clients may be seen by appointment (as long as confidentiality/anonymity is maintained) or by drop-in/walk-in without an appointment.
13. Proper blood drawing procedures shall be followed and universal precautions shall be observed in specimen handling.
14. The CONTRACTOR shall use a State Certified Laboratory for all non-waived HIV preliminary screening and confirmatory testing.

15. CONTRACTOR shall provide for bilingual/bicultural counselors where needed, as defined in the Guidelines.
16. CONTRACTOR shall ensure that each test site shall have an appropriate resource referral guide for HIV Counseling and Testing clients, including referrals to 24-hour mental health services whenever needed.
17. The CONTRACTOR shall have a written protocol for dealing with crises which may arise in the counseling session (e.g., clients traumatized by results) and each counselor shall be familiar with the protocol.
18. Log books and other records, documents, and papers pertinent to the HIV counseling and testing activities shall be maintained for a period of three years and shall be made available to the COUNTY or the State (or their authorized representatives) for audit purposes.
19. CONTRACTOR shall develop and implement, upon approval of the Coordinator, a procedure for maintaining HIV-related information that guarantees the client's confidentiality.
20. CONTRACTOR shall develop and implement a *Consent To Test for HIV Antibodies* form. This form shall be signed by every client receiving a confidential HIV test and shall be maintained in accordance with the Guidelines. The *Consent To Test for HIV Antibodies* form shall be consistent with the most recent Guidelines distributed by the State Office of AIDS, and shall be approved by the Coordinator prior to implementation.
21. CONTRACTOR shall develop and implement a *Consent for Disclosure of HIV Test Results and Related Information* form. This form shall be signed by every client who requests that their HIV test results be disclosed to a third party and shall be maintained in accordance with the site's approved record-keeping procedures. The *Consent for Disclosure* form shall be consistent with the Guidelines and shall be approved by the Coordinator prior to implementation.
22. CONTRACTOR shall designate an individual to act as their HIV ATS Testing Coordinator. This individual must be delegated the overall responsibility for the HIV Counseling and Testing program and must have sufficient authority to ensure conformance with State Office of AIDS and COUNTY policies and guidelines in all services provided.
23. The HIV Testing 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.
24. The HIV Testing Coordinator is responsible for overseeing the HIV counselor training program. These duties include ensuring that appropriate candidates are selected for training.
25. HIV Testing Coordinators shall attend appropriate County meetings as necessary.
26. A formal written confidentiality statement shall be signed and kept on file for all staff having access to confidential HIV testing or risk assessment information.
27. Each counselor shall be observed and evaluated annually by the CONTRACTOR's HIV Testing Coordinator and evaluation forms and reports will be stored, for audit purposes, for five years.

28. CONTRACTOR shall collaborate with local HIV prevention, County Counseling & Testing outreach and Ryan White Modernization and Treatment Act (Reauthorized November 2009) outreach programs with the same or similar target population.
29. From July 1, 2009 to June 30, 2010 County will provide an annual allotment of 500 HIV OraSure Rapid Test kits. On a quarterly basis CONTRACTOR will report on inventory, usage and quality assurance activities for these test kits.
30. Data Collection and Reporting Requirements:
  - 30.1 The HIV Counseling Information Form, or other forms provided by the County, shall be filled out for each client seeking services at the testing sites. These forms shall be processed in accordance with the State Office of AIDS regulations and the Coordinator's requirements.
  - 30.2 Completed HIV test site forms shall be returned to the COUNTY C&T Coordinator on a quarterly basis **within 5 calendar days** from the last day in the previous month.
  - 30.3 Forms with no disclosure session as a result of client's failure to return shall be retained by the CONTRACTOR for 30 calendar days after Risk Assessment session and then returned to the Coordinator.
  - 30.4 CONTRACTOR will document all service activities in the ARIES or other COUNTY designated database. CONTRACTOR will report on program activities on a semi-annual basis according to reporting schedule.

## 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. "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.

## EXHIBIT B

### **PAYMENT ARRANGEMENTS Compensation Upon Completion**

Upon execution of the State of California, Department of Public Health, Office of AIDS Amendment A04 to Agreement Number 07-65081, eligible services as defined in Exhibit A provided by the CONTRACTOR from July 1, 2009 through June 30, 2010 shall be eligible for reimbursement as follows:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total agreement amount, including cost reimbursements, not to exceed \$225,184.
- 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. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY designated representative an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY designated representative shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- 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

#### 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.

#### INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages 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.

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. 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.

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.

**EXHIBIT D  
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY  
FOR GOODS AND SERVICES**

**---- INTENTIONALLY OMITTED ----**

**REMOVED  
March 1, 2004**

**THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D**

## **EXHIBIT E**

### **HIPAA Business Associate Agreement (Version: July 7, 2009)**

#### **1. Use and Disclosure of Protected Health Information**

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information ("PHI")<sup>1</sup> to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), the California Confidential Medical Information Act (CMIA), or other state or federal laws. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation "Electronic Protected Health Information" ("EPHI")<sup>2</sup>.

#### **2. Business Associates Held to the Same Standards as Covered Entities**

The Business Associate/Contractor understands that HIPAA and CMIA hold the Business Associate to the same standards of responsibility and liability for the protection of confidential medical information as those required of the Covered Entity.

#### **3. Applicable Laws**

Laws which will apply to the Business Associate, include, but are not limited to: the Health Insurance Portability and Accountability Act (HIPAA), a federal law; the California Confidential Medical Information Act (CMIA), a state law; other federal and state laws pertaining to the protection of patient/client privacy and the security of confidential medical information.

#### **4. Requirement to Train Own Employees and Workforce**

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers, independent contractors, and subcontractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor's workforce, who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

#### **5. Further Disclosure of PHI**

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

<sup>1</sup> "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

<sup>2</sup> "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

## **6. Safeguarding PHI**

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County.

The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus/antispyware software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic privacy and security training.

## **7. Unauthorized Use or Disclosure of PHI**

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the HIPAA Privacy Rule, the HIPAA Security Rule, or CMIA. Contractor shall report to County any privacy or security incidents within 2 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. The Business Associate shall also be compliant with all HIPAA and CMIA reporting requirements (to federal or state authorities) pertaining to any privacy or security breaches of confidential medical information.

## **8. Agents and Subcontractors of the Business Associate**

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

## **9. Access to PHI**

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

## **10. Amendments to Designated Record Sets**

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

## **11. Documentation of Uses and Disclosures**

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by

Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

## **12. Accounting of Disclosures**

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528.

## **13. Records Available to Covered Entity and Secretary**

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

## **14. Destruction of PHI**

- a. Upon termination of the underlying Agreement for any reason, the Contractor shall:
  - (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
  - (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 11 of this Exhibit for a period of six years after termination of the underlying Agreement.

- b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

## **15. Amendments**

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

## **16. Mitigation of Disallowed Uses and Disclosures**

The Contractor shall mitigate, to the extent practical, any harmful effect that is known to the Contractor of a use, disclosure or exposure of PHI by the Contractor in violation of the requirements of the underlying Agreement or of the HIPAA Privacy and Security Rules or CMIA.

## **17. Termination of Agreement**

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

## **18. Definitions**

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

## **19. Interpretation**

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.



Contract Summary Form:

Contract Number : PC-10-092

D1. Fiscal Year ..... : FY 09-10  
D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) : 041  
D3. Requisition Number ..... : N/A  
D4. Department Name ..... : Public Health Department  
D5. Contact Person..... : Scott McCann  
D6. Phone ..... : 681-5270

K1. Contract Type (*check one*): ☒ Personal Service ☐ Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose : HIV/AIDS Early Intervention Services  
K3. Original Contract Amount ..... : \$225,184  
K4. Contract Begin Date ..... : July 1, 2009  
K5. Original Contract End Date ..... : June 30, 2010  
K6. Amendment History (*leave blank if no prior amendments*):  

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEnd</u>	<u>EndDate</u>	<u>Purpose (2-4 words)</u>
			\$	\$		\$			

  
K7. Department Project Number..... : N/A

B1. Is this a Board Contract? (*Yes/No*) ..... : Yes  
B2. Number of Workers Displaced (*if any*)..... : N/A  
B3. Number of Competitive Bids (*if any*)..... : N/A  
B4. Lowest Bid Amount (*if bid*) ..... : \$N/A  
B5. If Board waived bids, show Agenda Date..... : N/A  
B6. ... and Agenda Item Number..... : #N/A  
B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) :

F1. Encumbrance Transaction Code ..... : 1701  
F2. Current Year Encumbrance Amount..... : \$  
F3. Fund Number ..... : 0042  
F4. Department Number ..... : 041  
F5. Division Number (*if applicable*) ..... :  
F6. Account Number..... : 7460  
F7. Cost Center number (*if applicable*)..... :  
F8. Payment Terms ..... : Net 30

V1. Vendor Numbers (*A=uditor; P=urchasing*)..... :  
V2. Payee/Contractor Name ..... : Pacific Pride Foundation  
V3. Mailing Address ..... : 126 E. Haley Street, Suite A-11  
V4. City State (*two-letter*) Zip (*include +4 if known*) : Santa Barbara, CA 93101  
V5. Telephone Number ..... : 805-963-3636 x 125  
V6. Contractor's Federal Tax ID Number..... : On File  
V7. Contact Person..... : David Selberg  
V8. Workers Comp Insurance Expiration Date..... : N/A  
V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) :  
V10. Professional License Number..... : #  
V11. Verified by (*name of County staff*)..... :  
V12. Company Type (*Check one*): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

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

Date : 12/30/09 Authorized Signature Dawn McGrew