

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

between

**COUNTY OF SANTA BARBARA**

and

**PACIFIC PRIDE FOUNDATION**

for the

**RYAN WHITE, PART C PROGRAM**

**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 having its principal place of business at 126 E. Haley Street, Suite A11, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR has been providing HIV/AIDS related services since 2004 via County Board Contract BC 04-039 and its subsequent Amendments; and

**WHEREAS**, the Fifth Amendment to BC 04-039 expired June 30, 2012; and

**WHEREAS**, COUNTY desires continued HIV/AIDS related services from CONTRACTOR through June 30, 2014; and

**WHEREAS**, State funds for HIV/AIDS related services are allocated after the beginning of the County's Fiscal Year, thereby necessitating a retroactively dated agreement with CONTRACTOR;

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

1. **DESIGNATED REPRESENTATIVE.** Scott McCann at phone number 805-681-5270 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. David Selberg 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, PhD., HIV/AIDS Program  
County of Santa Barbara, Public Health Department  
345 Camino del Remedio  
Santa Barbara, CA 93101

To CONTRACTOR:            David Selberg, Executive Director  
Pacific Pride Foundation  
126 E. Haley Street, Suite A11  
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.** CONTRACTOR shall commence performance on July 1, 2012 and end performance upon completion, but no later than June 30, 2014 unless otherwise directed by COUNTY or unless earlier terminated.

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. **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 July 1, 2012.

COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

\_\_\_\_\_  
Chair, Board of Supervisors

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Deputy County Counsel

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

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

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK MANAGER

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Risk Manager

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 July 1, 2012.

CONTRACTOR

By: \_\_\_\_\_  
Pacific Pride Foundation

## EXHIBIT A

### STATEMENT OF WORK

Effective: July 1, 2012

**Program Description/ Services to be provided:** CONTRACTOR shall provide services to accomplish the Goals and Objectives set forth in EXHIBIT A-1 and EXHIBIT A-2, attached hereto.

#### CONTRACTOR SHALL:

- I. Maintain all client-level data required by the State Office of AIDS;
- II. Assist the Public Health Department (PHD) to provide 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;
- III. Attend all HIV Prevention and Care Council meetings;
- IV. Agree to audit, site visits, and/or other program evaluations as deemed necessary by HRSA or the Fiscal Agent (PHD);
- V. Have the organizational and administrative capabilities to support the program services and activities;
- VI. Maintain personnel records and assures that staff meets appropriate levels of licensure, certification, education and experience;
- VII. Ensure that the Ryan White Part C 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;
- VIII. Ensure 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;
- IX. Ensure that clinic 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;
- X. On an annual basis, accurately and consistently collect and report data on all Ryan White Part C Program clients, in a manner that is in agreement with all Ryan White Part C Programs, following the schedule set forth below. COUNTY may request from CONTRACTOR that reports also be generated on an as needed basis.

#### A. Reporting Schedule:

1. January through December reports are due in accordance with specific instructions from the HRSA Program Office (indicated in the Objectives set forth in Exhibits A-1 and A-2);
2. Collection of this data, includes, but is not limited to:
  - a. The total number of clients served;
  - b. The number of clients utilizing services provided;



- c. Demographics of clients (aggregate);
  - d. The source of funding for each type of service provided;
  - e. The cost of each type of service provided;
  - f. Client retention in care (i.e. adherence to treatment appointments);
  - g. Referrals made;
  - h. Perceived unmet needs of the clients.
- B. In addition to the data collection/reporting described in Section X. above, CONTRACTOR shall submit a written report, for purposes of annual application submittals, describing:
- 1. the progress made to date implementing the Ryan White Part C Program;
  - 2. barriers to implementation;
  - 3. plans for overcoming those barriers;
  - 4. staffing changes.
- C. CONTRACTOR shall provide COUNTY with data for the Ryan White Services Report by January 31<sup>st</sup> of each calendar year. Data shall include all Part B (formerly Title II) and Part C activities. COUNTY will provide appropriate forms, guidance, and technical assistance to CONTRACTOR.

**EXHIBIT A-1**  
**WORK PLAN**  
for  
**RYAN WHITE, PART C PROGRAM**  
**FY 2012-13**

**SUMMARY**

Objective	Goal
<b>Comprehensive, Coordinated Primary HIV Medical Care</b>	<b>Number Served</b>
1.3 Nutritional Assessments	50
1.4 Nutritional Therapy	5
1.5 Nutritional Education	150
1.6 Case Management	170
1.7 Mental Health	170
1.8 Adherence Education	170
1.9 Substance Abuse Treatment	20

**NARRATIVE**

**Problem/Need Statement:** In Santa Barbara County, many HIV positive clients are uninsured or underinsured.

**Goals:** Ensure that comprehensive primary care services are available to all HIV positive clients throughout Santa Barbara County.

Objective	Key Action Steps	Evaluation Methods
<b>Objective 1.3</b> Provide nutritional baseline & assessments for 50 unduplicated Ryan White, Part C (Ryan White) clients by June 30, 2013.	<ol style="list-style-type: none"> <li>Public Health Department (PHD) physicians and Pacific Pride Foundation (PPF) case managers countywide, make referrals to the PHD nutritionists/ Registered Dietitians (RD) and the PPF RD to assist with nutritional baseline and assessments.</li> <li>PPF case managers will provide referrals to clients at both the PPF pantry and the PHD clinic in both North and South County.</li> </ol>	<ol style="list-style-type: none"> <li>PPF nutritional staff will document baseline and ongoing assessments in client charts.</li> <li>PPF data entry staff will enter this service information into the program data systems.</li> <li>PPF invoicing will also list nutritional supplements distributed through the pantries.</li> </ol>
<b>Objective 1.4</b> Provide nutritional therapy to five (5)	<ol style="list-style-type: none"> <li>PHD physicians, and PPF case managers countywide, make referrals to the PHD RDs and to the PPF RD to assist with </li> </ol>	<ol style="list-style-type: none"> <li>PPF RD will document nutrition plan in client charts.</li> </ol>

Objective	Key Action Steps	Evaluation Methods
Ryan White clients by June 30, 2013.	<ul style="list-style-type: none"> <li>lipoatrophy treatment or other ongoing nutritional needs.</li> <li>2. PPF case managers will provide referrals to clients at both the PPF pantry and the PHD clinic in both North and South County.</li> <li>3. PPF RD will develop nutritional therapy plan and document plan in client chart.</li> <li>4. PPF RD will update PPF case managers with nutritional plan in order to assist clients in selecting recommended nutritional food/supplements at PPF food pantry.</li> <li>5. PPF RD will provide appropriate follow-up with clients' nutritional plan as deemed necessary.</li> </ul>	<ul style="list-style-type: none"> <li>2. PPF case managers will include copy of nutritional plan in client charts.</li> <li>3. PPF data entry staff will enter this service information into the program data systems.</li> <li>4. PPF invoicing will also list nutritional supplements distributed through the pantries.</li> </ul>
<b>Objective 1.5</b> Nutritional education and information will be provided to 150 Ryan White clients by June 30, 2013.	<ul style="list-style-type: none"> <li>1. The PPF RD will scan trade journals and medical websites, and attend professional association meetings to gather current information on nutritional therapy for HIV/AIDS clients.</li> <li>2. The PPF RD will prepare periodic nutritional information and educational newsletters which will be distributed at the clinics and the PPF pantry locations.</li> </ul>	<ul style="list-style-type: none"> <li>1. The PPF RD will track production and distribution of newsletters using the PPF ARIES or Access database.</li> </ul>
<b>Objective 1.6</b> Medical case management will be provided to 170 Ryan White clients by June 30, 2013.	<ul style="list-style-type: none"> <li>1. Ryan White clients are offered case management services by PPF. In addition, a few clients are provided case management services by the PHD Health Educator (formerly referred to as Bridge staff).</li> <li>2. Ryan White clients receiving case management services from PPF will receive a minimum of semi-annual assessments on psychosocial issues, health education, case management and risk reduction.</li> <li>3. Case managers case-conference with PHD clinical staff at every infectious disease clinic session and meet weekly with health educators, administrators, therapists and PHD Health Educator to discuss client care and treatment.</li> </ul>	<ul style="list-style-type: none"> <li>1. PPF case managers will document all services in client charts.</li> <li>2. PPF data entry staff will collect data and enter into program data system (ARIES).</li> <li>3. Quarterly, PPF data entry staff will generate summary reports of case management services from ARIES and provide to the PHD Health Educator to meet grant reporting requirements.</li> </ul>

Objective	Key Action Steps	Evaluation Methods
<p><b>Objective 1.7</b> Provide mental health screenings to 172* clients by June 30, 2013.</p> <p><i>*Total includes 170 Ryan White, Part C funded clients</i></p>	<ol style="list-style-type: none"> <li>1. PHD medical providers will provide verbal mental health screening for clients on an annual basis.</li> <li>2. PPF case managers will perform psychosocial client assessments on a semi-annual basis for all case managed clients.</li> <li>3. PHD clinical providers and/or PPF case managers will make mental health counseling referrals for the PPF therapist.</li> <li>4. Ryan White case managed clients with mental health issues will be referred to the PPF therapists for ongoing assessment and risk reduction.</li> <li>5. A limited number of psychiatric referrals will be available through the County's Alcohol, Drug and Mental Health Services and through a PHD subcontract with Dr. Nagy.</li> <li>6. Clinical providers and PPF case managers will call 911 if presented with clients who are suicidal or have life threatening mental health emergencies.</li> </ol>	<ol style="list-style-type: none"> <li>1. Results of verbal mental health screenings will be documented in the provider and/or case manager client charts.</li> <li>2. Suicide or life-threatening mental health issues will be reported to the primary care provider and documented in the client medical chart as provided by law.</li> <li>3. PHD data entry staff and PPF case managers will extract client mental health services from client charts/EHR and enter into program data systems.</li> </ol>
<p><b>Objective 1.8</b> Provide treatment adherence education and counseling to 172* clients by June 30, 2013.</p> <p><i>*Total includes 170 Ryan White, Part C funded clients</i></p>	<ol style="list-style-type: none"> <li>1. PHD medical providers and clinical staff will review client treatment and determine adherence to treatment at each client office visit.</li> <li>2. PPF case managers will provide adherence counseling and health education semi-annually to medically case managed clients.</li> <li>3. PHD pharmacy staff will provide medication refill reports to PHD providers to document regimen compliance as needed.</li> <li>4. PHD pharmacy HIV specialists will provide consultation services to PHD medical providers on drug interactions, interpretation of patient medication treatment outcomes, new therapies, etc.</li> </ol>	<ol style="list-style-type: none"> <li>1. Clinical providers and PPF case managers will document adherence in client charts.</li> <li>2. Data will be extracted and entered into program data systems as described previously.</li> </ol>

Objective	Key Action Steps	Evaluation Methods
<p><b>Objective 1.9</b> Identify and successfully refer a minimum of 20 HIV clients to appropriate substance abuse treatment counseling services by June 30, 2013.</p>	<ol style="list-style-type: none"> <li>1. PHD medical providers and clinical staff will review client medication and substance abuse history and discuss with client at each office visit.</li> <li>2. PPF case managers will provide psychosocial, adherence and health education assessments semi-annually for all clients that are case managed.</li> <li>3. Clients identified as requiring counseling on substance abuse may be referred to the PPF therapists.</li> <li>4. Clients identified as needing substance abuse treatment will be referred to either the Council on Alcoholism and Drug Abuse, or another appropriate treatment facility in Santa Barbara or a neighboring area.</li> <li>5. PPF case managers and therapists maintain linkages with services outside of Santa Barbara County.</li> </ol>	<ol style="list-style-type: none"> <li>1. PPF case managers and therapists, and PHD clinicians will note referrals for substance abuse treatment in client charts/EHR.</li> <li>2. As per clinical protocols, referral providers will provide a report to the primary care provider for client treatment as appropriate. This report will be included in the client's medical chart as documentation of successful referrals.</li> <li>3. As described above, data will be extracted from medical charts/EHR and entered into program data systems by data entry staff.</li> </ol>

## EXHIBIT A-2

### WORK PLAN

for

### RYAN WHITE, PART C PROGRAM FY 2013-14

#### SUMMARY

Objective	Goal
<b>Comprehensive, Coordinated Primary HIV Medical Care</b>	<b>Number Served</b>
1.3 Nutritional Assessments	50
1.4 Nutritional Therapy	5
1.5 Nutritional Education	150
1.6 Case Management	170
1.7 Mental Health	170
1.8 Adherence Education	170
1.9 Substance Abuse Treatment	20

#### NARRATIVE

**Problem/Need Statement:** In Santa Barbara County, many HIV positive clients are uninsured or underinsured.

**Goals:** Ensure that comprehensive primary care services are available to all HIV positive clients throughout Santa Barbara County.

Objective	Key Action Steps	Evaluation Methods
<p><b>Objective 1.3</b> Provide nutritional baseline &amp; assessments for 50 unduplicated Ryan White, Part C (Ryan White) clients by June 30, 2014.</p>	<ol style="list-style-type: none"> <li>Public Health Department (PHD) physicians and Pacific Pride Foundation (PPF) case managers countywide, make referrals to the PHD nutritionists/ Registered Dieticians (RD) and the PPF RD to assist with nutritional baseline and assessments.</li> <li>PPF case managers will provide referrals to clients at both the PPF pantry and the PHD clinic in both North and South County.</li> </ol>	<ol style="list-style-type: none"> <li>PPF nutritional staff will document baseline and ongoing assessments in client charts.</li> <li>PPF data entry staff will enter this service information into the program data systems.</li> <li>PPF invoicing will also list nutritional supplements distributed through the pantries.</li> </ol>
<p><b>Objective 1.4</b> Provide nutritional therapy to five (5) Ryan White clients by June 30, 2014.</p>	<ol style="list-style-type: none"> <li>PHD physicians, and PPF case managers countywide, make referrals to the PHD RDs and to the PPF RD to assist with lipoatrophy treatment or other ongoing</li> </ol>	<ol style="list-style-type: none"> <li>PPF RD will document nutrition plan in client charts.</li> <li>PPF case managers will include copy of nutritional plan in client</li> </ol>

Objective	Key Action Steps	Evaluation Methods
	<p>nutritional needs.</p> <ol style="list-style-type: none"> <li>2. PPF case managers will provide referrals to clients at both the PPF pantry and the PHD clinic in both North and South County.</li> <li>3. PPF RD will develop nutritional therapy plan and document plan in client chart.</li> <li>4. PPF RD will update PPF case managers with nutritional plan in order to assist clients in selecting recommended nutritional food/supplements at PPF food pantry.</li> <li>5. PPF RD will provide appropriate follow-up with clients' nutritional plan as deemed necessary.</li> </ol>	<p>charts.</p> <ol style="list-style-type: none"> <li>3. PPF data entry staff will enter this service information into the program data systems.</li> <li>4. PPF invoicing will also list nutritional supplements distributed through the pantries.</li> </ol>
<p><b>Objective 1.5</b> Nutritional education and information will be provided to 150 Ryan White clients by June 30, 2014.</p>	<ol style="list-style-type: none"> <li>1. The PPF RD will scan trade journals and medical websites, and attend professional association meetings to gather current information on nutritional therapy for HIV/AIDS clients.</li> <li>2. The PPF RD will prepare periodic nutritional information and educational newsletters which will be distributed at the clinics and the PPF pantry locations.</li> </ol>	<ol style="list-style-type: none"> <li>1. The PPF RD will track production and distribution of newsletters using the PPF ARIES or Access database.</li> </ol>
<p><b>Objective 1.6</b> Medical case management will be provided to 170 Ryan White clients by June 30, 2014.</p>	<ol style="list-style-type: none"> <li>1. Ryan White clients are offered case management services by PPF. In addition, a few clients are provided case management services by the PHD Health Educator (formerly referred to as Bridge staff).</li> <li>2. Ryan White clients receiving case management services from PPF will receive a minimum of semi-annual assessments on psychosocial issues, health education, case management and risk reduction.</li> <li>3. Case managers case-conference with PHD clinical staff at every infectious disease clinic session and meet weekly with health educators, administrators, therapists and PHD Health Educator to discuss client care and treatment.</li> </ol>	<ol style="list-style-type: none"> <li>1. PPF case managers will document all services in client charts.</li> <li>2. PPF data entry staff will collect data and enter into program data system (ARIES).</li> <li>3. Quarterly, PPF data entry staff will generate summary reports of case management services from ARIES and provide to the PHD Health Educator to meet grant reporting requirements.</li> </ol>

Objective	Key Action Steps	Evaluation Methods
<p><b>Objective 1.7</b> Provide mental health screenings to 172* clients by June 30, 2014.</p> <p><i>*Total includes 170 Ryan White, Part C funded clients</i></p>	<ol style="list-style-type: none"> <li>1. PHD medical providers will provide verbal mental health screening for clients on an annual basis.</li> <li>2. PPF case managers will perform psychosocial client assessments on a semi-annual basis for all case managed clients.</li> <li>3. PHD clinical providers and/or PPF case managers will make mental health counseling referrals for the PPF therapist.</li> <li>4. Ryan White case managed clients with mental health issues will be referred to the PPF therapists for ongoing assessment and risk reduction.</li> <li>5. A limited number of psychiatric referrals will be available through the County's Alcohol, Drug and Mental Health Services and through a PHD subcontract with Dr. Nagy.</li> <li>6. Clinical providers and PPF case managers will call 911 if presented with clients who are suicidal or have life threatening mental health emergencies.</li> </ol>	<ol style="list-style-type: none"> <li>1. Results of verbal mental health screenings will be documented in the provider and/or case manager client charts.</li> <li>2. Suicide or life-threatening mental health issues will be reported to the primary care provider and documented in the client medical chart as provided by law.</li> <li>3. PHD data entry staff and PPF case managers will extract client mental health services from client charts/EHR and enter into program data systems.</li> </ol>
<p><b>Objective 1.8</b> Provide treatment adherence education and counseling to 172* clients by June 30, 2014.</p> <p><i>*Total includes 170 Ryan White, Part C funded clients</i></p>	<ol style="list-style-type: none"> <li>1. PHD medical providers and clinical staff will review client treatment and determine adherence to treatment at each client office visit.</li> <li>2. PPF case managers will provide adherence counseling and health education semi-annually to medically case managed clients.</li> <li>3. PHD pharmacy staff will provide medication refill reports to PHD providers to document regimen compliance as needed.</li> <li>4. PHD pharmacy HIV specialists will provide consultation services to PHD medical providers on drug interactions, interpretation of patient medication treatment outcomes, new therapies, etc.</li> </ol>	<ol style="list-style-type: none"> <li>1. Clinical providers and PPF case managers will document adherence in client charts.</li> <li>2. Data will be extracted and entered into program data systems as described previously.</li> </ol>



Objective	Key Action Steps	Evaluation Methods
<p><b>Objective 1.9</b> Identify and successfully refer a minimum of 20 HIV clients to appropriate substance abuse treatment counseling services by June 30, 2014.</p>	<ol style="list-style-type: none"> <li>1. PHD medical providers and clinical staff will review client medication and substance abuse history and discuss with client at each office visit.</li> <li>2. PPF case managers will provide psychosocial, adherence and health education assessments semi-annually for all clients that are case managed.</li> <li>3. Clients identified as requiring counseling on substance abuse may be referred to the PPF therapists.</li> <li>4. Clients identified as needing substance abuse treatment will be referred to either the Council on Alcoholism and Drug Abuse, or another appropriate treatment facility in Santa Barbara or a neighboring area.</li> <li>5. PPF case managers and therapists maintain linkages with services outside of Santa Barbara County.</li> </ol>	<ol style="list-style-type: none"> <li>1. PPF case managers and therapists, and PHD clinicians will note referrals for substance abuse treatment in client charts/EHR.</li> <li>2. As per clinical protocols, referral providers will provide a report to the primary care provider for client treatment as appropriate. This report will be included in the client's medical chart as documentation of successful referrals.</li> <li>3. As described above, data will be extracted from medical charts/EHR and entered into program data systems by data entry staff.</li> </ol>

## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, not to exceed \$273,000, allocated as follows: \$136,500 for FY 2012-13 and \$136,500 for FY 2013-14.
- 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 and EXHIBITS A-1 and A-2, 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 designated 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 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

#### 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 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.

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.

**Contract Summary**

BC \_\_\_\_\_ - \_\_\_\_\_

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

D1.	Fiscal Year.....	FY 2012-13 and 2013-14
D2.	Budget Unit Number (plus –Ship/Bill codes in parenthesis).....	041
D3.	Requisition Number .....	
D4.	Department Name .....	Public Health
D5.	Contact Person .....	Scott McCann
D6.	Telephone.....	681-5270

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	Ryan White, Part C services for HIV MGA
K3.	Original Contract Amount .....	\$273,000
K4.	Contract Begin Date .....	7/1/12
K5.	Original Contract End Date.....	6/30/14
K6.	Amendment History (leave blank if no prior amendments) .....	
K7.	Department Project Number .....	

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

F1.	Encumbrance Transaction Code .....	
F2.	Current Year Encumbrance Amount .....	\$136,500
F3.	Fund Number.....	0042
F4.	Department Number .....	041
F5.	Division Number (if applicable).....	11
F6.	Account Number .....	7460
F7.	Cost Center number (if applicable).....	
F8.	Payment Terms .....	Net 30

V1.	Vendor Numbers (A=Auditor; P=Purchasing) .....	
V2.	Payee/Contractor Name .....	Pacific Pride Foundation
V3.	Mailing Address .....	126 E. Haley Street, 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
V7.	Contact Person .....	David Selberg
V8.	Workers Comp Insurance Expiration Date .....	
V9.	Liability Insurance Expiration Date[s] (G=Genl; P=Profl) .....	
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: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_