

**FIRST AMENDMENT**  
to  
**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
between  
**COUNTY OF SANTA BARBARA PUBLIC HEALTH DEPARTMENT**  
and  
**THE PACIFIC PRIDE FOUNDATION, INC.**  
for the **EARLY INTERVENTION PROGRAM**  
for **FY 2007-2010**

**THIS IS THE FIRST AMENDMENT** (hereafter "Amendment One") to the Agreement for Services of Independent Contractor, BC-08-014, by and between the **County of Santa Barbara** (hereafter COUNTY) and **The Pacific Pride Foundation** (hereafter CONTRACTOR), having its principal place of business at 126 East Haley Street, Ste A11, Santa Barbara, CA 93101, for the continued provision of services associated with the Early Intervention Program.

Whereas, the COUNTY approved the initial agreement to provide case management services for HIV/AIDS clients;

Whereas, the State has provided additional funding for the Early Intervention Program;

Whereas, the parties desire to amend the Agreement to increase allocations and expand case management services to additional HIV/AIDS clients;

Whereas, this Amendment One incorporates the terms and conditions set forth in the original agreement, approved by the County Board of Supervisors on August 14, 2007, except as modified by this Amendment One;

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

1. **Definitions**. Capitalized terms used in this Amendment One, to the extent not otherwise defined in this Amendment One, shall have the same meanings as in the Contract.
2. **Amendments**

**THE CONTRACT IS AMENDED AS FOLLOWS:**

Paragraph 3: **SCOPE OF SERVICES**. CONTRACTOR agrees to provide services to COUNTY in accordance with ~~EXHIBIT A~~ **EXHIBIT A-1** attached **to Amendment One** and incorporated herein by reference.

Paragraph 5: **COMPENSATION OF CONTRACTOR**. CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of ~~EXHIBIT B~~ **EXHIBIT B-1** attached **to Amendment One** 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~~ **EXHIBIT B-1**. **Unless otherwise specified on EXHIBIT B EXHIBIT B-1**, payment shall be net thirty (30) days from presentation of invoice.

3. **Ratifications.** The terms and provisions set forth in this Amendment One shall modify and supersede all inconsistent terms and provisions set forth in the Contract. The terms and provisions of the Contract, as expressly modified and superseded by this Amendment One, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts.** This Amendment One may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

**IN WITNESS WHEREOF**, this Amendment One to the Contract has been executed by parties hereto upon signature by the Chair of the Board.

COUNTY OF SANTA BARBARA

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

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

APPROVED AS TO FORM:  
DANIEL J. WALLACE  
COUNTY COUNSEL

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

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

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

PUBLIC HEALTH DEPARTMENT  
ELLIOT SCHULMAN, MD, MPH  
DIRECTOR AND HEALTH OFFICER

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGEMENT

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

By: \_\_\_\_\_  
Risk Management

**IN WITNESS WHEREOF**, this Amendment One to the Contract has been executed by parties hereto upon signature by the Chair of the Board.

CONTRACTOR

By: \_\_\_\_\_  
SocSec or TaxID Number: ON FILE

**EXHIBIT A-1  
STATEMENT OF WORK-SUMMARY**

Name of Agency	Pacific Pride Foundation
Name of Program/Number	Early Intervention Program (EIP)/1458
Type of Service	Case Mgmt, Psychosocial assessments, Health Education, etc.
Target Population	All PHD and SBNC primary care clients
Annual Amount	FY 07-08 \$135,640 <b>162,360</b> ; FY 08-09 \$135,000 <b>173,110</b> ; FY 09-10 \$135,000 <b>172,500</b>
Program Description/ Services to be provided	<ol style="list-style-type: none"> <li>1. Adhere to all requirements established in the State Office of AIDS (SOA) Memorandum of Understanding for FY 07-08 (provided separately).</li> <li>2. Provide semi-annual program status reporting in the format provided by the State Office of AIDS. Reports are due to the Public Health Department <b>three working days before</b> the SOA contracted deadlines as follows:  <del>1<sup>st</sup> semi-annual reporting period (July 1-December 31) <del>January 31</del></del>  <b>February 15</b>; 2<sup>nd</sup> semi-annual reporting period (January 1 – June 30)  <del>July 31</del> <b>August 15</b>.</li> <li>3. Contractor will maintain all data in the COMPIS database (until conversion to ARIES). Monthly data downloads to disk are required and are to be submitted to the SOA according to the EIP download schedule for 2007 and 2008. This requirement may be suspended if ARIES is implemented in this contract period.</li> <li>4. Contractor will provide monthly invoicing for contract services to the PHD accompanied by COMPIS (or ARIES) service summary report for the invoiced period.</li> <li>5. Contractor will assist the Public Health Department 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.</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 SOA or the Fiscal Agent (Public Health Department).</li> <li>8. Attend SOA mandatory meetings and trainings.</li> <li>9. Provide case managers case notes to PHD for each client to be added to existing PHD client charts.</li> <li>10. Provide access to multi-disciplinary team meetings for appropriate PHD staff.</li> </ol>
Number of unduplicated clients to be served	120- <b>150</b> <sup>1</sup> active clients
Location(s) where services will be provided	At two permanent sites (Santa Barbara PPF and Santa Maria PPF)- 126 E. Haley Ave., Suite A-17, Santa Barbara; 819 W. Church St., Santa Maria.
Dates/Times services to be provided	Ongoing throughout contract period.
Scope of Work Period	July 1, 2007- June 30, 2008 <b>10</b>

<sup>1</sup> See SOA Memorandum of Understanding concerning service categories, 6-month major assessment and other client service requirements.

## EXHIBIT A-1

### STATEMENT OF WORK-NARRATIVE

The following services must be provided at a minimum of every six months. Medical Evaluation and Minor Medical Services are provided at the Public Health Department clinics and/or the Santa Barbara Neighborhood Westside clinic.

- HIV Transmission Risk Reduction- assessments of HIV transmission risk behaviors at six (6) month intervals with risk reduction strategies and behavior change support as needed. Risk behavior issues to be addressed include safer sex practices, injectable drug use, alcohol use, street drug use, and sex-for-money. The program will incorporate a harm reduction model for behavior change support as appropriate and will include client's self-assessment. These services are to be provided by a Ryan White Title III Health Counselor and/or a licensed mental health professional by referral of the CONTRACTOR.
- Psychosocial Assessment and Services- Psychosocial assessments at regular intervals with short-term individualized counseling and support groups when appropriate and available. These services are to be provided by a licensed clinical social worker; licensed Marriage, Family, and Child Counselor; or a licensed clinical psychologist.
- Health Counseling and Education- comprehensive information on HIV/AIDS, diagnostic procedures, lab review, medical treatment options, general health education with assessments at six (6) month intervals. Health enhancement strategies such as nutrition, exercise, rest, alcohol use, injectable drug use, environmental risks or stress reduction techniques will be discussed. Review of standard prophylaxis therapies, information on available vaccines, clinical trials, and alternative therapies as requested. These services will be provided by a Health Educator.
- Case Management- needs assessment at regular intervals with an individualized action plan, client advocacy, benefits management, appropriate referrals (e.g. child care, transportation). These services are to be provided by a Case Manager who will also coordinate referrals for the other services as necessary. The Case Manager will coordinate and document a comprehensive service plan covering the scope of services to be provided to the client by the Ryan White Title III program and its subcontractors that addresses client stated needs, unmet needs, program goals and staff assessments. This service plan will be reviewed with the client at the initial assessment, every (6) months or as indicated by the plan. The client will receive a written service plan, which will include referral contacts and staff follow-up schedules.

## EXHIBIT B-1

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached ~~Schedule of Fees~~ *Budget and Caseload Estimate*)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR may be paid a total contract amount, including cost reimbursements, not to exceed ~~\$405,610~~ **507,970**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon actual service delivery costs as specified in the scope and methodology contained in ~~EXHIBIT A~~ **EXHIBIT A-1** invoiced by CONTRACTOR on a monthly basis, as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 B-2** (~~Schedule of Fees~~ *Budget and Caseload Estimate*). Invoices submitted for payment that are based upon **Attachment B1 B-2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in ~~EXHIBIT A~~ **EXHIBIT A-1**.
- C. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B-1 B-2** 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.

**ATTACHMENT B-2  
 BUDGET AND CASELOAD ESTIMATE  
 Pacific Pride Foundation  
 Santa Barbara County  
 Year 1: July 1, 2007- June 30, 2008**

<u>BUDGET ITEM</u>	<u>AMOUNT</u>
A. PERSONNEL	<del>\$101,948.00</del> 114,686.00
B. OPERATING EXPENSES	<del>\$ 20,660.00</del> 31,044.00
C. CAPITAL EXPENDITURES	\$ 0.00
D. OTHER COSTS	\$ 0.00
E. INDIRECT COSTS	<del>\$ 43,002.00</del> 16,630.00
TOTAL BUDGET	
	<del>\$135,610.00</del> 162,360.00

**FOR FY 2007-2008:**

**ESTIMATED ACTIVE CASELOAD:**                          100-120 120-130

**BUDGET AND CASELOAD ESTIMATE**  
**Pacific Pride Foundation**  
**Santa Barbara County**  
**Year 2: July 1, 2008- June 30, 2009**

<u>BUDGET ITEM</u>	<u>AMOUNT</u>
A. PERSONNEL	<del>\$101,948.00</del> 133,146.00
B. OPERATING EXPENSES	\$ 20,660.00
C. CAPITAL EXPENDITURES	\$ 0.00
D. OTHER COSTS	\$ 0.00
E. INDIRECT COSTS	<del>\$ 12,392.00</del> 19,304.00
TOTAL BUDGET	
	<del>\$135,000.00</del> 173,110.00

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**FOR FY 2008-2009:**

**ESTIMATED ACTIVE CASELOAD:**                            120-130 130-140



**BUDGET AND CASELOAD ESTIMATE**  
**Pacific Pride Foundation**  
**Santa Barbara County**  
**Year 3: July 1, 2009- June 30, 2010**

<u>BUDGET ITEM</u>	<u>AMOUNT</u>
A. PERSONNEL	<del>\$101,948.00</del> 133,146.00
B. OPERATING EXPENSES	\$ 20,660.00
C. CAPITAL EXPENDITURES	\$ 0.00
D. OTHER COSTS	\$ 0.00
E. INDIRECT COSTS	\$ <del>12,392.00</del> 18,694.00
TOTAL BUDGET	
	<del>\$135,000.00</del> 172,500.00

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**FOR FY 2009-2010:**

**ESTIMATED ACTIVE CASELOAD:**                              ~~125-135~~ 140-150

Contract Summary Form:

Contract Number: - - - -

- D1. Fiscal Year : FY 07/08, FY 08-09 and FY 09-10
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): 041
D3. Requisition Number : 01
D4. Department Name : Public Health Department
D5. Contact Person : Margaret Granger
D6. Phone : 681-5367

- K1. Contract Type (check one): [X] Personal Service [ ] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : To provide social case management services for HIV/AIDS clients
K3. Original Contract Amount : \$405,610
K4. Contract Begin Date : July 1, 2007
K5. Original Contract End Date : June 30, 2010
K6. Amendment History (leave blank if no prior amendments):
Table with columns: Seq#, EffectiveDate, ThisAmndtAmt, CumAmndtToDate, NewTotalAmt, NewEndDate, Purpose (2-4 words)
Row 1: 1, 3/18/08, \$102,360, \$, \$507,970, n/a, utilization of additional state funds to expand services

K7. Department Project Number : 1458

- B1. Is this a Board Contract? (Yes/No) : Yes
B2. Number of Workers Displaced (if any) : 0
B3. Number of Competitive Bids (if any) : N/A
B4. Lowest Bid Amount (if bid) : \$
B5. If Board waived bids, show Agenda Date :
B6. ... and Agenda Item Number : #
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 :
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, Inc.
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 : 963-3636
V6. Contractor's Federal Tax ID Number (EIN or SSN) : 95-3133613
V7. Contact Person : David Selberg, Executive Director
V8. Workers Comp Insurance Expiration Date : July 15, 2008
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : September 1, 2008
V10. Professional License Number : #
V11. Verified by (name of County staff) : Margaret A. Granger
V12. Company Type (Check one): [ ] Individual [ ] Sole Proprietorship [ ] Partnership [X] Corporation

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

Date : Authorized Signature \_\_\_\_\_