

1 THIRD AMENDMENT TO AGREEMENT FOR PROVISION OF
2 HIV CARE SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 SHANTI ORANGE COUNTY
7 MARCH 1, 2016 THROUGH FEBRUARY 28, 2019
8

9 THIS THIRD AMENDMENT TO AGREEMENT entered into this 28th day of August, 2018, is by
10 and between the COUNTY OF ORANGE (COUNTY), a political subdivision of State of California and
11 SHANTI ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). The Original
12 Agreement and this Third Amendment are and shall continue to be administered by the Director of the
13 COUNTY's Health Care Agency or his/her authorized designee (ADMINISTRATOR).
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15 **W I T N E S S E T H:**
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17 WHEREAS, on January 26, 2016, COUNTY and CONTRACTOR previously entered into that
18 certain Agreement for the Provision of HIV Care Services for the period March 1, 2016 through
19 February 28, 2019; and

20 WHEREAS, on October 25, 2016, COUNTY authorized the First Amendment to Agreement with
21 CONTRACTOR for the Provision of HIV Care Services (Agreement) for the period March 1, 2016
22 through February 28, 2019; and

23 WHEREAS, on December 20, 2017, County authorized the Second Amendment to Agreement with
24 CONTRACTOR for the Provision of HIV Care Services for the period March 1, 2016 through February
25 28, 2019 for an increase of \$14,860 from \$158,607 to \$173,467 for Period Two only; and

26 WHEREAS, COUNTY and CONTRACTOR agree to amend the Agreement for the provision of
27 HIV Care Services an increase of \$10,000, revising Period Three Maximum Obligation from \$158,607 to
28 \$168,607, for a modified total Maximum Obligation of \$490,681; and

29 WHEREAS, CONTRACTOR desires to accept the additional funding and agrees to provide
30 increased or additional services pursuant to the terms and conditions of the original AGREEMENT and
31 scope of work;

32 NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises contained
33 herein, COUNTY and CONTRACTOR do hereby agree as follow:
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1. Page 4, lines 8-11 of the Agreement are amended to read as follows:

“Maximum Obligation: \$490,681

Period One Maximum Obligation:	\$ 148,607
Period Two Maximum Obligation:	173,467
Period Three Maximum Obligation:	<u>168,607</u>
TOTAL MAXIMUM OBLIGATION:	\$ 490,681”

2. Paragraph II. of Exhibit A to the Agreement is amended to read as follows:

“ II. BUDGET

A. The following Budget is set forth for informational purposes only.

1. Medical Case Management (Medical Retention) Services

ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
Salaries	\$ 0	\$ 0	\$ 0
Benefits	0	0	0
Services and Supplies	<u>0</u>	<u>450</u>	<u>450</u>
SUBTOTAL	\$ 0	\$ 450	\$ 450
DIRECT CARE COSTS			
Salaries	\$ 1,794	\$ 19,000	\$ 14,646
Benefits	293	3,928	2,000
Services and Supplies	<u>2,741</u>	<u>5,550</u>	<u>6,832</u>
SUBTOTAL	\$ 4,828	\$ 28,478	\$ 23,478
TOTAL COST	\$ 4,828	\$ 28,928	\$ 23,928

2. Medical Case Management (Linkage to Care) Services

ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
Salaries	\$ 3,668	\$ 0	\$ 0
Benefits	703	0	0
Services and Supplies	<u>439</u>	<u>600</u>	<u>500</u>
SUBTOTAL	\$ 4,810	\$ 600	\$ 500
DIRECT CARE COSTS			
Salaries	\$ 20,926	\$ 21,938	\$ 19,637
Benefits	4,005	4,369	2,600
Services and Supplies	<u>6,361</u>	<u>6,400</u>	<u>7,570</u>
SUBTOTAL	\$ 31,292	\$ 32,707	\$ 29,807
TOTAL COST	\$ 36,102	\$ 33,307	\$ 30,307

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3. Non-Medical Case Management (Client Support) Services

ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
Salaries	\$ 3,488	\$ 0	\$ 0
Benefits	698	0	0
Services and Supplies	<u>364</u>	<u>900</u>	<u>1,100</u>
SUBTOTAL	\$ 4,550	\$ 900	\$ 1,100
DIRECT CARE COSTS			
Salaries	\$ 45,712	\$ 49,888	\$ 58,000
Benefits	8,050	8,198	5,900
Services and Supplies	<u>4,866</u>	<u>12,386</u>	<u>14,372</u>
SUBTOTAL	\$ 58,628	\$ 70,472	\$ 78,272
TOTAL COST	\$ 63,178	\$ 71,372	\$ 79,372

4. Non-Medical Case Management (Client Advocacy) Services

ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
Salaries	\$ 0	\$ 0	\$ 0
Benefits	0	0	0
Services and Supplies	<u>\$ 0</u>	<u>\$ 200</u>	<u>\$ 235</u>
SUBTOTAL	\$0	\$ 200	\$ 0
DIRECT CARE COSTS			
Salaries	\$ 16,427	\$ 12,950	\$ 8,335
Benefits	2,625	1,630	1,000
Services and Supplies	<u>1,660</u>	<u>5,220</u>	<u>5,430</u>
SUBTOTAL	\$ 20,712	\$ 19,800	\$ 15,000
TOTAL COST	\$ 20,712	\$ 20,000	\$ 15,000

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5. Non-Medical Case Management (Eligibility Screening) Services

ADMINISTRATIVE COSTS	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
Salaries	\$ 0	\$ 0	\$ 0
Benefits	0	0	0
Services and Supplies	<u>\$ 0</u>	<u>\$ 270</u>	<u>\$ 370</u>
SUBTOTAL	\$ 0	\$ 270	\$ 370
DIRECT CARE COSTS			
Salaries	\$ 12,329	\$ 13,750	\$ 12,530
Benefits	1,961	2,500	2,470
Services and Supplies	<u>1,245</u>	<u>3,340</u>	<u>4,630</u>
SUBTOTAL	\$ 15,535	\$ 19,590	\$ 19,630
TOTAL COST	\$ 15,535	\$ 19,860	\$ 20,000
6. TOTAL CONTRACT COSTS	\$ 140,355	\$ 173,467	\$ 168,607

B. CONTRACTOR may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. CONTRACTOR's administrative costs cannot exceed ten percent (10%) of total costs for each service. Overhead expenses (e.g., rent, utilities, repair and maintenance) are considered administrative costs.

D. CONTRACTOR's cumulative total costs shall be evaluated monthly and compared to the percent of expected contracted costs at that point in the contract period. If CONTRACTOR's actual costs deviate ten percent (10%), either above or below the target, ADMINISTRATOR may request a written justification and a corrective action plan or request for budget revision.

E. In the event CONTRACTOR's costs are ten percent (10%) or more below the percent of expected contracted costs; and CONTRACTOR's plan is not acceptable to ADMINISTRATOR, or CONTRACTOR fails to submit a plan within the time period specified by ADMINISTRATOR, ADMINISTRATOR may reduce the Maximum Obligation for the Period as set forth in the Referenced

1 Contract Provisions of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of
2 such reduction.

3 F. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

4 1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and
5 associated information for federal funds paid through this Agreement are specified below:

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7 a. CFDA Year: 2016
8 CFDA No.: 93.914
9 Program Title: HIV Emergency Relief Project Grants (B)
10 Federal Agency: Department of Health and Human Services
11 Award Name: HIV Emergency Relief Projects Grants (B) (Ryan White Part A)
12 Amount: \$148,607 (estimated)

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14 b. CFDA Year: 2017
15 CFDA No.: 93.914
16 Program Title: HIV Emergency Relief Project Grants (B)
17 Federal Agency: Department of Health and Human Services
18 Award Name: HIV Emergency Relief Projects Grants (B) (Ryan White Part A)
19 Amount: \$173,467 (estimated)

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21 c. CFDA Year: 2018
22 CFDA No.: 93.914
23 Program Title: HIV Emergency Relief Project Grants (B)
24 Federal Agency: Department of Health and Human Services
25 Award Name: HIV Emergency Relief Projects Grants (B) (Ryan White Part A)
26 Amount: \$168,607 (estimated)

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28 2. CONTRACTOR may be required to have an audit conducted in accordance with
29 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR
30 shall be responsible for complying with any federal audit requirements within the reporting period
31 specified by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

32 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify
33 CONTRACTOR in writing of said revisions.

34 G. CONTRACTOR may not use Ryan White Part A funds for:

- 35 1. purchase or improve land, or to purchase, construct or permanently improve any building or
36 other facility (other than minor remodeling),
37 2. cash payments to service recipients,

- 3. development of materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual,
 - 4. the purchase of vehicles without written Grants Management Officer approval,
 - 5. non-targeted marketing or promotions or advertising about HIV services that target the general public,
 - 6. broad-scope awareness activities about HIV services that target the general public, outreach activities,
 - 7. outreach activities that have HIV prevention education as their exclusive purpose,
 - 8. influencing or attempting to influence members of Congress and other Federal personnel,
- and
- 9. foreign travel.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.”

3. Paragraph VIII. Of Exhibit A to the Agreement is amended to read as follows:

“VIII. STAFFING

A. MEDICAL CASE MANAGEMENT (LINKAGE TO CARE) SERVICES - CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
PROGRAM ADMINISTRATIVE STAFF	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	<u>0.0400</u>	<u>0.0400</u>	<u>0.0400</u>
SUBTOTAL	0.0400	0.0400	0.0400
DIRECT CARE STAFF			
Case Manager	<u>0.4030</u>	<u>0.4030</u>	<u>0.2500</u>
SUBTOTAL	0.4030	0.4030	0.2500
TOTAL FTEs	0.4430	0.4430	0.2900

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1 B. NON-MEDICAL CASE MANAGEMENT (CLIENT SUPPORT) SERVICES -
 2 CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall
 3 be equal to an average of forty (40) hours worked per week:

PROGRAM ADMINISTRATIVE STAFF	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	<u>0.1500</u>	<u>0.1500</u>	<u>0.1500</u>
SUBTOTAL	0.1500	0.1500	0.1500
DIRECT CARE STAFF			
Case Manager	0.4500	0.4500	0.7500
Case Management Assistant	<u>0.3000</u>	<u>0.3000</u>	<u>0.2500</u>
SUBTOTAL	0.7500	0.7500	1.0000
TOTAL FTEs	0.9000	0.9000	1.1500

17 C. NON-MEDICAL CASE MANAGEMENT (CLIENT ADVOCACY) SERVICES-
 18 CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall
 19 be equal to an average of forty (40) hours worked per week:

DIRECT CARE STAFF	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Case Manager	0.1000	0.1000	0.1000
Case Management Assistant	<u>0.3000</u>	<u>0.3000</u>	<u>0.3000</u>
SUBTOTAL	0.4000	0.4000	0.4000
TOTAL FTEs	0.4000	0.4000	0.4000

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1 D. NON-MEDICAL CASE MANAGEMENT (ELIGIBILITY SCREENING) SERVICES-
 2 CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall
 3 be equal to an average of forty (40) hours worked per week:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
DIRECT CARE STAFF			
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Case Manager	0.0500	0.0500	0.0000
Case Management Assistant	<u>0.2600</u>	<u>0.2600</u>	<u>0.5000</u>
SUBTOTAL	0.3100	0.3100	0.5000
TOTAL FTEs	0.3100	0.3100	0.5000

13 E. MEDICAL CASE MANAGEMENT (MEDICAL RETENTION) SERVICES -
 14 CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall
 15 be equal to an average of forty (40) hours worked per week:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
PROGRAM ADMINISTRATIVE STAFF			
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Executive Director	<u>0.0000</u>	<u>0.0200</u>	<u>0.0200</u>
SUBTOTAL	0.0000	0.0200	0.0200
DIRECT CARE STAFF			
Case Manager	<u>0.0000</u>	<u>0.5000</u>	<u>0.2500</u>
SUBTOTAL	0.0000	0.5000	0.2500
TOTAL FTEs	0.0000	0.5200	0.2700

28 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 29 Staffing Paragraph of this Exhibit A to the Agreement.”

31 4. Paragraph IX. of Exhibit A to the Agreement is amended to read as follows:

32 **“IX. UNITS OF SERVICE**

33 A. MEDICAL CASE MANAGEMENT (MEDICAL RETENTION) SERVICES -
 34 CONTRACTOR shall, at minimum, provide the following units of service. A session shall be fifteen
 35 (15) minutes in duration and shall consist of face-to-face contact with a client to assist with benefits
 36 services.

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
Medical Case Management Medical Retention Services			
15-min Face-to-Face contacts	12	75	60
15-min Service Coordination on behalf of client	36	300	250
Unduplicated clients	4	15	11

B. MEDICAL CASE MANAGEMENT (LINKAGE TO CARE) SERVICES – CONTRACTOR shall at minimum provide the following units of service:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
Medical Case Management Linkage to Care			
15-min Face-to-face contacts	80	75	65
15-min Service Coordination on behalf of client	125	300	250
Unduplicated clients	25	15	13

C. NON-MEDICAL CASE MANAGEMENT (CLIENT SUPPORT) SERVICES - CONTRACTOR shall, at minimum, provide the following units of service. A session shall be fifteen (15) minutes in duration and shall consist of face-to-face contact with a client to assist with benefits services.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
Client Support			
15- min Face-to-Face contacts	175	150	150
15-min Service Coordination on behalf of client	280	300	320
Unduplicated clients	70	60	70

D. NON-MEDICAL CASE MANAGEMENT – (CLIENT ADVOCACY) - CONTRACTOR shall, at minimum, provide the following units of service with a client to provide referral, education, or information regarding needed services.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
Client Advocacy			
15-min Face-to-face contacts	100	110	110
15-min Service Coordination on behalf of client	800	200	200
Unduplicated clients	420	60	60

E. NON-MEDICAL CASE MANAGEMENT (ELIGIBILITY SCREENING) SERVICES - CONTRACTOR shall, at minimum, provide the following units of service. A session shall be fifteen (15) minutes in duration and shall consist of face-to-face contact with a client to assist with benefits services.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>Units of Service</u>	<u>Units of Service</u>	<u>Units of Service</u>
Eligibility Screening			
15-min Face-to-Face contacts	125	270	270
15-min Service Coordination on behalf of client	320	180	250
Unduplicated clients	65	45	60

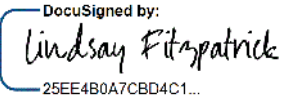
G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Units of Service Paragraph of this Exhibit A to the Agreement.”

In all other respects, the terms of the original Agreement as previously modified by the First Amendment, Second Amendment, which are not specifically changed by this Third Amendment, shall remain in full force and are incorporated by reference.

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1 IN WITNESS WHEREOF, the parties have executed this Second Amendment, in the County of
2 Orange, State of California.

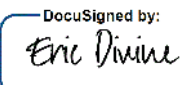
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4 SHANTI ORANGE COUNTY, a California Non-Profit Corporation

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6 BY:  _____ DATED: 7/23/2018
7 DocuSigned by:
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9 TITLE: Executive Director

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14 COUNTY OF ORANGE

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16 BY: _____ DATED: _____
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18 HEALTH CARE AGENCY

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21 APPROVED AS TO FORM
22 OFFICE OF THE COUNTY COUNSEL
23 ORANGE COUNTY, CALIFORNIA
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25
26 BY:  _____ DATED: 7/23/2018
27 DocuSigned by:
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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.