



**AMENDMENT NO. 11
TO
CONTRACT NO. MA-042-20011019
FOR
HIV Care Services**

This Amendment ("Amendment No. 11") to Contract No. MA-042-20011019 for HIV Care Services is made and entered into on March 1, 2023 ("Effective Date") between Shanti Orange County, a California nonprofit corporation ("Contractor"), and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20011019 for HIV Care Services, effective March 1, 2020, through February 28, 2023, in an amount not to exceed \$10,198,908, renewable for two additional one-year periods ("Contract"); and

WHEREAS, on March 1, 2020, the Parties executed Amendment No. 1 to amend Exhibit B of the Contract to revise the budget allocation; and

WHEREAS, on April 15, 2020, County received a notification of award for Ryan White HIV/AIDS Program Part A/Minority AIDS Initiative (MAI) HIV Emergency Relief Grant from the Health Resources and Services Administration (HRSA); and

WHEREAS, on May 13, 2020, the Parties executed Amendment No. 2 to decrease the Period One Aggregate Maximum Obligation, Period Two Aggregate Maximum Obligation and Period Three Aggregate Maximum Obligation each by \$255,541 from \$3,399,636 to \$3,144,095, for a revised total aggregate maximum obligation of \$9,432,285, and to amend Exhibit B of the Contract to reflect this decrease; and

WHEREAS, on October 14, 2020, the Parties executed Amendment No. 3 to decrease the Period One Aggregate Maximum Obligation by \$63,634 from \$3,144,095 to \$3,080,461, for a revised total aggregate maximum obligation of \$9,368,651, and to amend Exhibit B of the Contract to reflect this decrease; and

WHEREAS, on January 13, 2021, the Parties executed Amendment No. 4 to decrease the Period One Aggregate Maximum Obligation by \$257,182 from \$3,080,461 to \$2,823,279, for a revised total aggregate maximum obligation of \$9,111,469, and to amend Exhibit B of the Contract to reflect this decrease; and

WHEREAS, on July 1, 2021, the Parties executed Amendment No. 5 to decrease the Period Two Aggregate Maximum Obligation by \$96,220 from \$3,144,095 to \$3,047,875, for a revised total aggregate maximum obligation of \$9,015,249, to amend Exhibit B of the Contract to reflect this decrease, and to amend Exhibit A of the Contract to revise the Identification of Services; and

WHEREAS, on December 1, 2021, the Parties executed Amendment No. 6 to increase the Period Two Aggregate Maximum Obligation by \$21,297 from \$3,047,875 to \$3,069,172, for a revised total aggregate maximum obligation of \$9,036,546, and to amend Exhibit B of the Contract to reflect this increase and changes in payments and Mental Health Services; and

WHEREAS, due to Ryan White reporting requirements, on February 28, 2022, the Parties executed Amendment No. 7 to amend Exhibit B of the Contract to change the Payments structure to allow for year-end supplemental payments based on actual costs reported for all services provided in addition to the negotiated fee-for-service rates; and

WHEREAS, on March 1, 2022, the Parties executed Amendment No. 8 to increase the Period Three Aggregate Maximum Obligation by \$85,187 from \$3,144,095 to \$3,229,282, for a revised total aggregate maximum obligation of \$9,121,733, and to replace Exhibit A, Exhibit B, and Exhibit C in their entirety; and

WHEREAS, on October 18, 2022, the Parties executed Amendment No. 9 to increase the Period Three Aggregate Maximum Obligation by \$258,780, from \$3,229,282 to \$3,488,062, for a revised total aggregate maximum obligation of \$9,380,513, and to amend Exhibit A of the Contract to reflect the increase; and

WHEREAS, on November 9, 2022, the HIV Planning Council approved Ryan White Part A reallocations for specific HIV Care Services; and

WHEREAS, on December 26, 2022 the Parties executed Amendment No. 10 to amend Exhibit A of the Contract with Contractor to reflect funding reallocations for service categories; and

WHEREAS, the Parties now desire to enter into this Amendment No. 11 to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Paragraph VII., Paragraph XVIII., and Exhibit A of the Contract.

NOW THEREFORE, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

- 1) The Contract is renewed for a period of two (2) years, effective March 1, 2023 through February 28, 2025, in an amount not to exceed \$6,976,124 for this renewal period, for a revised total aggregate contract amount not to exceed \$16,356,637, on the amended terms and conditions.
- 2) Referenced Contract Provisions, Master Agreement Term provision and Aggregate Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

“Master Agreement Term: March 1, 2020 through February 28, 2025

Period One means the period from March 1, 2020 through February 28, 2021

Period Two means the period from March 1, 2021 through February 28, 2022

Period Three means the period from March 1, 2022 through February 28, 2023

Period Four means the period from March 1, 2023 through February 29, 2024

Period Five means the period from March 1, 2024 through February 28, 2025

Aggregate Maximum Obligation:

| | |
|--|------------------|
| Period One Aggregate Maximum Obligation: | \$ 2,823,279 |
| Period Two Aggregate Maximum Obligation: | 3,069,172 |
| Period Three Aggregate Maximum Obligation: | 3,488,062 |
| Period Four Aggregate Maximum Obligation: | 3,488,062 |
| Period Five Aggregate Maximum Obligation: | <u>3,488,062</u> |
| TOTAL AGGREGATE MAXIMUM OBLIGATION: | \$ 16,356,637" |

- 3) Paragraph VII. Cost Report, Subparagraph A. (but not including A.1, A.2 or A.3) of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate Cost Reports for each Period or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.”

- 4) Paragraph XVIII. Maximum Obligation, Subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

“A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with this Agreement for HIV Care Services during each Period are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.”

- 5) Exhibit A, Paragraph II. Budget, Subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

"A. The following Budget is set forth for informational purposes only, and may be adjusted by mutual agreement, in writing, by CONTRACTOR and ADMINISTRATOR.

1. Case Management (Linkage to Care)

| | |
|-----------------------------|---------------|
| ADMINISTRATIVE COSTS | |
| Services and Supplies | \$ 250 |
| SUBTOTAL | \$ 250 |
| PROGRAM COSTS | |
| Salaries | \$ 12,500 |
| Benefits | \$ 250 |

| | |
|-----------------------|------------------|
| Services and Supplies | \$ 2,000 |
| SUBTOTAL | <u>\$ 14,750</u> |
| TOTAL COST | \$ 15,000 |

2. **Case Management (Medical Retention)**

| | |
|-----------------------|------------------|
| ADMINISTRATIVE COSTS | |
| Salaries | \$ 7,250 |
| Benefits | \$ 1,000 |
| Services and Supplies | \$ 1,000 |
| SUBTOTAL | <u>\$ 9,250</u> |
| PROGRAM COSTS | |
| Salaries | \$ 57,380 |
| Benefits | \$ 9,000 |
| Services and Supplies | \$ 18,120 |
| SUBTOTAL | <u>\$ 84,500</u> |
| TOTAL COST | \$ 93,750 |

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

| | |
|-----------------------|------------------|
| ADMINISTRATIVE COSTS | |
| Services and Supplies | \$ 1,000 |
| SUBTOTAL | <u>\$ 1,000</u> |
| PROGRAM COSTS | |
| Salaries | \$ 40,000 |
| Benefits | \$ 4,250 |
| Services and Supplies | \$ 5,800 |
| SUBTOTAL | <u>\$ 50,050</u> |
| TOTAL COST | \$ 51,050 |

4. **Referral for Healthcare (Client Advocacy)**

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|-----------------------|------------------|
| ADMINISTRATIVE COSTS | |
| Services and Supplies | \$ 250 |
| SUBTOTAL | <u>\$ 250</u> |
| PROGRAM COSTS | |
| Salaries | \$ 14,130 |
| Benefits | \$ 552 |
| Services and Supplies | \$ 1,068 |
| SUBTOTAL | <u>\$ 15,750</u> |

| | | |
|----|--|-----------|
| | TOTAL COST | \$ 16,000 |
| 5. | Referral for Healthcare (Benefits Counseling) | |
| | ADMINISTRATIVE COSTS | |
| | Services and Supplies | \$ 290 |
| | SUBTOTAL | \$ 290 |
| | PROGRAM COSTS | |
| | Salaries | \$ 15,000 |
| | Benefits | \$ 1,200 |
| | Services and Supplies | \$ 1,010 |
| | SUBTOTAL | \$ 17,210 |
| | TOTAL COST | \$ 17,500 |
| 6. | Referral for Healthcare (Eligibility Screening) | |
| | ADMINISTRATIVE COSTS | |
| | Salaries | \$ 3,100 |
| | Services and Supplies | \$ 700 |
| | SUBTOTAL | \$ 3,800 |
| | PROGRAM COSTS | |
| | Salaries | \$ 27,220 |
| | Benefits | \$ 2,000 |
| | Services and Supplies | \$ 4,480 |
| | SUBTOTAL | \$ 33,700 |
| | TOTAL COST | \$ 37,500 |
| 7. | Health Insurance Premium/Cost Sharing | |
| | PROGRAM COSTS | |
| | Salaries | \$ 1,500 |
| | Benefits | \$ - |
| | Services and Supplies | \$ 11,000 |
| | TOTAL COST | \$ 12,500 |
| 8. | Mental Health - Fee-for-Service (Ryan White) | |
| | PROGRAM COSTS | |
| | Services and Supplies | \$ 4,332 |
| | TOTAL COST | \$ 4,332 |
| 9. | Mental Health - Fee-for-Service (EHE) | |
| | PROGRAM COSTS | |
| | Services and Supplies | \$ 61,536 |

| | |
|-----------------------------------|--------------------------|
| TOTAL COST | \$ 61,536 |
| | |
| 10. Medical Transportation | |
| PROGRAM COSTS | |
| Salaries | \$ 2,960 |
| Benefits | \$ 200 |
| Services and Supplies | <u>\$ 5,515</u> |
| TOTAL COST | \$ 8,675 |
| | |
| 11. TOTAL | <u><u>\$ 317,843</u></u> |

6) Exhibit A, Paragraph II. Budget, Subparagraph F.1., of the Contract is deleted in its entirety and replaced with the following:

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

CFDA Year: 2023-2025
 CFDA No: 93-914
 FAIN No.: H8900019
 Program Title: HIV Emergency Relief Project Grants (B)
 Federal Agency: Department of Health and Human Services
 Award Name: HIV Emergency Relief Projects Grants (B) (Ryan White Part A)
 Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%
 Amount: \$5,989,088 (estimated)
 R&D Award: No

CFDA Year: 2021-2023
 CFDA No.: 14.242
 FAIN No.: CAH21-F010
 Program Title: Housing Opportunities for Persons with AIDS (indirect)
 Federal Agency: Department of Housing and Urban Development
 Award Name: Housing Opportunities for Persons with AIDS (indirect)
 Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%
 Amount: \$806,662 (estimated)
 R&D Award: No

CFDA Year: 2023-2025
 CFDA No.: 93.686
 FAIN: 1 UT8HA33953-01-00
 Program Title: Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B
 Federal Agency: Department of Health and Human Services

Award Name: Ending the HIV Epidemic
 Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%
 Amount: \$340,748 (estimated)
 R&D Award: No"

- 7) Exhibit A, Paragraph VIII. Staffing of the Contract is deleted in its entirety and replaced with the following:

"VIII. STAFFING

A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns and members of the Board of Directors, which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors, employees, volunteers and interns of CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.

B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within three (3) business days of any staff vacancies that occur during the Period of this Agreement.

C. STAFFING LEVELS – CONTRACTOR shall, at minimum, provide the following staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week per Period.

| | <u>FTE(S)</u> |
|--|----------------------|
| 1. Case Management (Linkage to Care) | |
| PROGRAM STAFF | |
| Case Manager | <u>0.300</u> |
| TOTAL FTE(s) | 0.300 |
| 2. Case Management (Medical Retention) | |
| ADMINISTRATIVE STAFF | |
| Executive | <u>0.050</u> |
| Director | <u>0.050</u> |
| SUBTOTAL | 0.050 |
| PROGRAM STAFF | |
| Lead Case Manager | 0.800 |
| Case Manager | <u>0.100</u> |
| SUBTOTAL | 0.900 |
| TOTAL FTE(s) | 0.950 |
| 3. Case Management (Non-Medical Client Support) | |
| PROGRAM STAFF | |
| Case Manager | <u>1.050</u> |
| TOTAL FTE(s) | 1.050 |

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|----|--|---------------------|
| 4. | Referral for Healthcare (Client Advocacy) | |
| | PROGRAM STAFF | |
| | Intake and Linkage Coordinator | 0.300 |
| | Case Manager | <u>0.200</u> |
| | TOTAL FTE(s) | 0.500 |
| 5. | Referral for Healthcare (Benefits Counseling) | |
| | PROGRAM STAFF | |
| | Lead Case Manager | 0.200 |
| | Case Manager | <u>0.200</u> |
| | TOTAL FTE(s) | 0.400 |
| 6. | Referral for Healthcare (Eligibility Screening) | |
| | ADMINISTRATIVE STAFF | |
| | Program Coordinator | <u>0.100</u> |
| | SUBTOTAL | 0.100 |
| | PROGRAM STAFF | |
| | Eligibility and Client Advocate | <u>0.600</u> |
| | SUBTOTAL | 0.600 |
| | TOTAL FTE(s) | 0.700 |
| 7. | Health Insurance Premium/Cost Sharing | |
| | PROGRAM STAFF | |
| | Case Manager | <u>0.100</u> |
| | TOTAL FTE(s) | 0.100 |
| 8. | Medical Transportation | |
| | PROGRAM STAFF | |
| | Intake and Linkage Coordinator | <u>0.050</u> |
| | TOTAL FTE(s) | 0.050 |
| 9. | TOTAL CONTRACT FTE(s) | <u><u>4.050</u></u> |

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement."

- 8) Exhibit A, Paragraph IX. Units of Service of the Contract is deleted in its entirety and replaced with the following:

"IX. UNITS OF SERVICE

A. CONTRACTOR shall, at a minimum, provide the following units of service:

| | | |
|---|--|-------|
| 1. Case Management (Linkage to Care) | | |
| 15-min Face-to-Face Contacts | | 112 |
| 15-min Service Coordination | | 260 |
| Unduplicated Clients | | 19 |
| 2. Case Management (Medical Retention) | | |
| 15-min Face-to-Face Contacts | | 693 |
| 15-min Service Coordination | | 1,000 |
| Unduplicated Clients | | 35 |
| 3. Case Management (Non-Medical Client Support) | | |
| 15-min Face-to-Face Contacts | | 500 |
| 15-min Service Coordination | | 1,250 |
| Unduplicated Clients | | 55 |
| 4. Referral for Healthcare (Client Advocacy) | | |
| 15-min Face-to-Face Contacts | | 200 |
| 15-min Service Coordination | | 500 |
| Unduplicated Clients | | 60 |
| 5. Referral for Healthcare (Benefits Counseling) | | |
| 15-min Face-to-Face Contacts | | 183 |
| 15-min Service Coordination | | 400 |
| Unduplicated Clients | | 55 |
| 6. Referral for Healthcare (Eligibility Screening) | | |
| 15-min Face-to-Face Contacts | | 490 |
| 15-min Service Coordination | | 500 |
| Unduplicated Clients | | 130 |
| 7. Health Insurance Premium/Cost Sharing | | |
| Insurance Premium - One Payment | | 50 |
| Unduplicated Clients- Insurance Premium | | 10 |
| Medical/Dental Co-Payments | | 50 |
| Unduplicated Clients - Co-Pays | | 10 |
| 8. Mental Health - Fee-for-Service (Ryan White) | | |
| 15-min Face-to-Face Initial Assessment | | 50 |
| 15-min Face-to-Face Counseling Sessions | | 50 |
| Unduplicated Clients | | 8 |
| 9. Mental Health - Fee-for-Service (EHE) | | |

| | |
|---|-------|
| 15-min Face-to-Face Initial Assessment | 880 |
| 15-min Face-to-Face Counseling Sessions | 2,000 |
| Unduplicated Clients | 50 |

10. **Medical Transportation**

| | |
|-----------------------------------|-----|
| Reduced Fare One-Day Bus Pass | 20 |
| Regular Fare One-Day Bus Pass | 140 |
| Reduced Fare 30-Day Bus Pass | 20 |
| Regular Fare 30-Day Bus Pass | 100 |
| Unduplicated Clients - Bus Passes | 15 |
| ACCESS Services | 193 |
| Unduplicated Clients - ACCESS | 15 |

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

This Amendment No. 11 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 11 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 11 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 11, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 11. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

SHANTI ORANGE COUNTY

BY:  _____ DATED: 1/25/2023
DocuSigned by:
25EE4B0A7CBD4C1...

TITLE: Executive Director

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____
HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY:  _____ DATED: 1/25/2023
DocuSigned by:
9713A4061D4343D...

DEPUTY