



**AMENDMENT NO. 9
TO
CONTRACT NO. MA-042-20011019
FOR
HIV Care Services**

This Amendment ("Amendment No. 9") to Contract No. MA-042-20011019 for HIV Care Services is made and entered into on October 18, 2022 ("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, the Parties now desire to enter into this Amendment No. 9 to increase the Period Three Aggregate Maximum Obligation by \$258,780, and to amend Exhibit A of the Contract to reflect the increase; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Period Three Aggregate Maximum Obligation is increased by \$258,780 from \$3,229,282 to \$3,488,062, for a new total aggregate contract amount not to exceed \$9,380,513; on the amended terms and conditions.
2. Referenced Contract Provisions, Aggregate Maximum Obligation section, of the Contract is deleted in its entirety and replaced with the following:

"Aggregate Maximum Obligation:

Period One Aggregate Maximum Obligation:	\$ 2,823,279
Period Two Aggregate Maximum Obligation:	3,069,172
Period Three Aggregate Maximum Obligation:	<u>3,488,062</u>
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$ 9,380,513"

3. 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	\$ 200
Services and Supplies	<u>\$ 2,050</u>

	SUBTOTAL	\$ 14,750
	TOTAL COST	\$ 15,000
2.	Case Management (Medical Retention)	
	ADMINISTRATIVE COSTS	
	Salaries	\$ 7,860
	Benefits	\$ 700
	Services and Supplies	\$ 360
	SUBTOTAL	\$ 8,920
	PROGRAM COSTS	
	Salaries	\$ 60,000
	Benefits	\$ 7,100
	Services and Supplies	\$ 17,730
	SUBTOTAL	\$ 84,830
	TOTAL COST	\$ 93,750
3.	Case Management (Non-Medical Client Support)	
	ADMINISTRATIVE COSTS	
	Services and Supplies	\$ 852
	SUBTOTAL	\$ 852
	PROGRAM COSTS	
	Salaries	\$ 40,000
	Benefits	\$ 4,250
	Services and Supplies	\$ 5,948
	SUBTOTAL	\$ 50,198
	TOTAL COST	\$ 51,050
4.	Referral for Healthcare (Client Advocacy)	
	ADMINISTRATIVE COSTS	
	Services and Supplies	\$ 250
	SUBTOTAL	\$ 250
	PROGRAM COSTS	
	Salaries	\$ 14,130
	Benefits	\$ 552
	Services and Supplies	\$ 1,068
	SUBTOTAL	\$ 15,750
	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
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6. Referral for Healthcare (Eligibility Screening)

ADMINISTRATIVE COSTS

Salaries	\$ 2,660
Services and Supplies	\$ 600
SUBTOTAL	\$ 3,260

PROGRAM COSTS

Salaries	\$ 28,000
Benefits	\$ 2,400
Services and Supplies	\$ 3,840
SUBTOTAL	\$ 34,240

TOTAL COST	\$ 37,500
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7. Health Insurance Premium/Cost Sharing

PROGRAM COSTS

Salaries	\$ 1,500
Benefits	\$ -
Services and Supplies	\$ 11,000

TOTAL COST	\$ 12,500
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8. Mental Health - Fee-for-Service (Ryan White)

PROGRAM COSTS

Services and Supplies	\$ 4,332
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TOTAL COST	\$ 4,332
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9. Mental Health - Fee-for-Service (EHE)

PROGRAM COSTS

Services and Supplies	\$ 61,536
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TOTAL COST	\$ 61,536
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10. Medical Transportation**PROGRAM COSTS**

Salaries	\$ 3,000
Benefits	\$ 200
Services and Supplies	\$ 5,475
TOTAL COST	\$ 8,675

11. TOTAL**\$ 317,843"**

4. 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: 2020-2023
 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: \$ 8,064,036 (estimated)
 R&D Award: No

CFDA Year: 2020-2023
 CFDA No.: 14.241
 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: \$1,209,993 (estimated)
 R&D Award: No

CFDA Year: 2021-2023
 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: \$106,484 (estimated)
 R&D Award: No"

5. 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>0.400</u>
TOTAL FTE(s)	0.400
2. Case Management (Medical Retention)	
ADMINISTRATIVE STAFF	
Executive	
Director	<u>0.050</u>
SUBTOTAL	0.050
PROGRAM STAFF	
Case Manager	<u>0.850</u>
SUBTOTAL	0.850
TOTAL FTE(s)	0.900
3. Case Management (Non-Medical Client Support)	
PROGRAM STAFF	
Case Manager	<u>1.100</u>
TOTAL FTE(s)	1.100
4. Referral for Healthcare (Client Advocacy)	
PROGRAM STAFF	
Intake and Linkage Coordinator	0.200
Case Manager	<u>0.300</u>
TOTAL FTE(s)	0.500

5. Referral for Healthcare (Benefits Counseling)

PROGRAM STAFF

Lead Case Manager 0.200

Case Manager 0.100

TOTAL FTE(s) 0.300

6. Referral for Healthcare (Eligibility Screening)

ADMINISTRATIVE STAFF

Program Coordinator 0.300

SUBTOTAL 0.300

PROGRAM STAFF

Eligibility and Client Advocate 0.700

SUBTOTAL 0.700

TOTAL FTE(s) 1.000

7. Health Insurance Premium/Cost Sharing

PROGRAM STAFF

Case Manager 0.050

TOTAL FTE(s) 0.050

8. Medical Transportation

PROGRAM STAFF

Intake and Linkage Coordinator 0.100

TOTAL FTE(s) 0.100

9. TOTAL CONTRACT FTE(s)4.350

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

6. 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 150

15-min Service Coordination 350

Unduplicated Clients 25

2. Case Management (Medical Retention)		
15-min Face-to-Face Contacts		833
15-min Service Coordination		1,000
Unduplicated Clients		50
3. Case Management (Non-Medical Client Support)		
15-min Face-to-Face Contacts		502
15-min Service Coordination		1,200
Unduplicated Clients		65
4. Referral for Healthcare (Client Advocacy)		
15-min Face-to-Face Contacts		253
15-min Service Coordination		500
Unduplicated Clients		46
5. Referral for Healthcare (Benefits Counseling)		
15-min Face-to-Face Contacts		183
15-min Service Coordination		400
Unduplicated Clients		45
6. Referral for Healthcare (Eligibility Screening)		
15-min Face-to-Face Contacts		500
15-min Service Coordination		700
Unduplicated Clients		120
7. Health Insurance Premium/Cost Sharing		
Insurance Premium - One Payment		50
Unduplicated Clients- Insurance Premium		10
Medical Co-Payments		50
Unduplicated Clients - Co-Pays		10
8. Mental Health - Fee-for-Service (Ryan White)		
15-min Face-to-Face Initial Assessment		100
15-min Face-to-Face Counseling Sessions		100
Unduplicated Clients		15
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. 9 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. 9 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 9 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 9, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 9. 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: 
25EE4B0A7CBD4C1...

DATED: 9/13/2022

TITLE: Executive Director

BY: _____

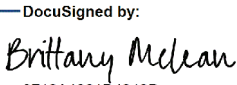
DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____
HEALTH CARE AGENCY

DATED: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIABY: 
9713A4061D4343D...

DATED: 9/14/2022

DEPUTY