

# AMENDMENT NO. 89 TO CONTRACT NO. MA-042-20011019 FOR HIV Care Services

This Amendment ("Amendment No. 89") to Contract No. MA-042-20011019 for HIV Care Services is made and entered into on March 10ctober 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 HIV Planning Council approved 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 budget allocation for HIV Care Services to modify the total aggregate contract amount not to exceed maximum obligation of \$9,432,285, renewable for two additional one-year periods and to amend the Referenced Contract Provisions and Exhibit B of the Contract to reflect this decrease; and

WHEREAS, on October 14, 2020, the HIV Planning Council approved 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 budget allocation for HIV Care Services to modify the total aggregate contract amount not to exceed maximum obligation of \$9,368,651, renewable for two additional one-year periods and to amend the Referenced Contract Provisions and Exhibit B of the Contract to reflect this decrease; and

WHEREAS, on January 13, 2021, the HIV Planning Council approved 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 budget allocation for HIV Care Services to modify the total aggregate contract amount not to exceed maximum obligation of \$9,111,469; renewal for

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two additional one-year periods, and to amend the Referenced Contract Provisions and Exhibit B of the Contract to reflect this decrease; and

WHEREAS, on May 12 July 1, 2021, the HIV Planning Council approved 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 budget allocation for HIV Care Services to modify the total aggregate contract amount not to exceed 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 entered into executed Amendment No. 6 to increase the Period Two Aggregate Maximum Obligation by \$21,297 in Health Resources and Services Administration - Ending HIV Epidemic funds 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, revisions to Payments, and changes in payments and Mental Health Services; and,

WHEREAS, due to Ryan White reporting requirements, on February 28, 2022, the Parties entered into executed Amendment No. 7 to, in addition to negotiated Fee-For-Service rates, make Contractor eligible to also receive payment for actual costs reported for all services provided, thereby reflecting changes in amend Exhibit B of the Contract to change the Payments structure to allow for year-end supplemental payments; and 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

<u>WHEREAS</u>, the Parties now desire to enter into this Amendment No. <u>89</u> to increase <u>the</u> Period Three <u>Aggregate</u> Maximum Obligation by \$85,187 in <u>Health Resources</u>258,780, and <u>Services Administration</u> - <u>Ending HIV Epidemic funds</u>, to revise the <u>Basis of Reimbursement to reflect Actual Cost/Fee-for-Service</u>, amend Exhibit A, <u>Exhibit B</u>, and <u>Exhibit C in their entirety of the Contract</u> to reflect <u>these changes</u>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 \$85,187 to \_\_\_\_\_258,780 from \$3,229,282 to \$3,488,062, for a new total aggregate contract amount not to exceed \$9,121,733 \_\_\_380,513; on the \_\_\_\_\_amended terms and conditions.
- 2. Page 4, Referenced Contract Provisions, lines 9 through 16Aggregate 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:

3,<del>229,282</del>488,062

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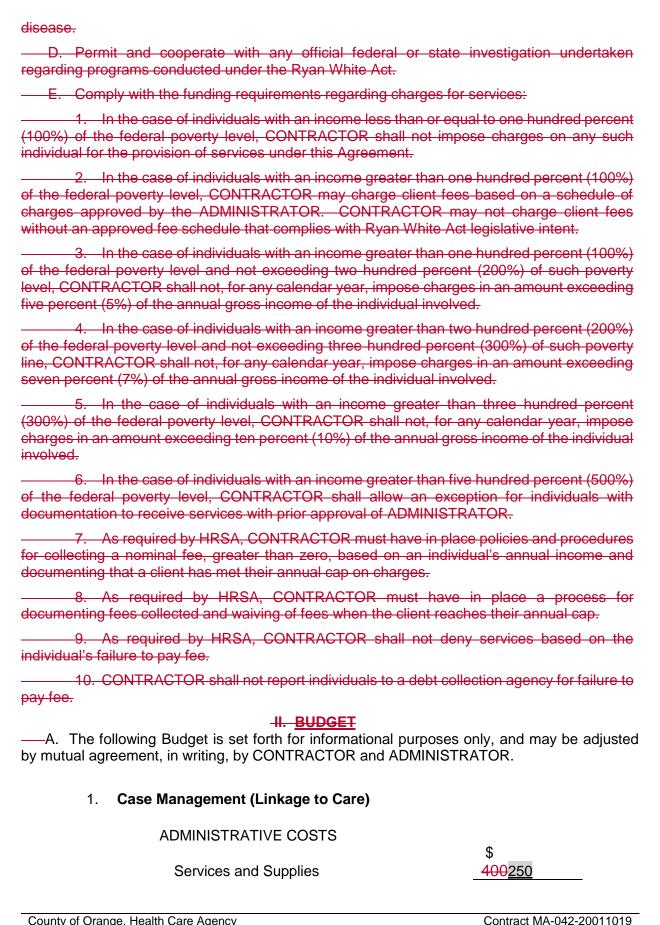
# TOTAL AGGREGATE MAXIMUM OBLIGATION: \$ 9,<del>121,733</del>380,513" Basis for Reimbursement: Actual Cost and Fee-for-Service" 3. Page 3, Contents, lines 1 through 25 Exhibit A, Paragraph II. Budget, Subparagraph A., of the Contract is deleted in its \_\_\_\_\_entirety and replaced with the following: "CONTENTS **EXHIBIT A** I. Assurances II. Budget III. Client Grievance Review and Resolution Policy IV. General Staffing Requirements V. Payment VI. Reports VII. Services STAFFING VIII. Units of Service **EXHIBIT B** L. Business Associate Contract **EXHIBIT C** I. Personal Information Privacy and Security Contract" Exhibit A is deleted in its entirety and replaced with the following: "I. ASSURANCES In accordance with funding requirements under Title XXVI of the Public Health Services Act amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Act), **CONTRACTOR** assures that it will: A. Assure that contract funds are used as payer of last resort. CONTRACTOR shall not use contract funds to make payments for any item or service to the extent that payment for that item or service has already been made, or can reasonably be expected to be made: Under any state compensation program, under an insurance policy, or under any federal or state health benefits program; 2. By an entity that provides health services on a prepaid basis; or 3. By third party reimbursement. B. Provide, to the maximum extent practicable, HIV related health care and support services without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease. C. Provide services in a setting that is accessible to low-income individuals with HIV

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	\$
SUBTOTAL	<del>400</del> <u>250</u>
PROGRAM COSTS	
Salaries	\$ 12, <del>000</del> <u>500</u>
Benefits	\$ <del>150</del> 200 \$
Services and Supplies	2,4 <u>50</u> 050
SUBTOTAL	14, <del>600</del> <u>750</u>
TOTAL COST	\$ 15,000
2. Case Management (Medical Retention) ADMINISTRATIVE COSTS	
Salaries	\$ 7, <del>360</del> <u>860</u> \$
Benefits Services and Supplies	500 <u>700</u> \$ 360
SUBTOTAL	\$ 8, <mark>220</mark> 920
PROGRAM COSTS Salaries	\$ <mark>45</mark> 60,000 \$
Benefits Services and Supplies	4 <del>,280</del> 7,100 \$ <del>11,250</del> 17,730
SUBTOTAL	\$ 60,530 <u>84,830</u>
TOTAL COST	\$ <del>68</del> 93,750
3. Case Management (Non-Medical Client Support) ADMINISTRATIVE COSTS	
Services and Supplies	\$ <u>864852</u> \$
SUBTOTAL	864 <u>852</u>
PROGRAM COSTS Salaries Benefits Services and Supplies	\$ 40,000 \$ 4,250 \$ 5, <del>936</del> 948
Colvidos ana Supplics	0, <del>000<u>040</u></del>

	\$
SUBTOTAL	50, <del>186</del> <u>198</u>
TOTAL COST	\$ 51,050
4. Referral for Healthcare (Client Advocacy) ADMINISTRATIVE COSTS Services and Supplies SUBTOTAL	\$ 250 \$ 250
PROGRAM COSTS Salaries	\$ 14,130 \$
Benefits	<del>250</del> <u>552</u> \$
Services and Supplies SUBTOTAL	1, <del>370</del> 068 \$ 15,750
TOTAL COST	\$ 16,000
5. Referral for Healthcare (Benefits Counseling) ADMINISTRATIVE COSTS	\$
Services and Supplies	300 <u>290</u> \$
SUBTOTAL	<del>300</del> 290
PROGRAM COSTS Salaries Benefits	\$ 15,000 \$ 1,200 \$
Services and Supplies	1, <del>000</del> <u>010</u> \$
SUBTOTAL	17, <del>200</del> 210
TOTAL COST	\$ 17,500
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
7. Health Insurance Premium/Cost Sharing	
PROGRAM COSTS	
<u>Salaries</u>	\$ 1,500
<u>Benefits</u>	\$ -
Services and Supplies	\$ 11,000
TOTAL COST	\$ 12,500
78. Mental Health - Fee-for-Service (Ryan White) PROGRAM COSTS	
Services and Supplies	\$ 4,332
TOTAL COST	\$ 4,332
89. Mental Health - Fee-for-Service (EHE) PROGRAM COSTS	
Services and Supplies	\$ 61,536
TOTAL COST	\$ 61,536
9. Health Insurance Premium/Cost Sharing PROGRAM COSTS	
Salaries	<del>\$ 2,900</del>
Benefits	\$ 300
Services and Supplies	\$ 9,300
TOTAL COST	<del>\$ 12,500</del>
10. Medical Transportation	
PROGRAM COSTS	
Salaries	\$ 3,000
Benefits	\$ <del>300</del> 200
	\$
Services and Supplies	5, <del>375</del> 475
TOTAL COST	\$ 8,675
11. TOTAL-CONTRACT BUDGET	\$ <del>292</del> 317,843"

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

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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 Contract Provisions of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of such reduction.
- F. Catalog of Federal Domestic Assistance (CFDA) Information

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

 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: \$ <del>7,805,526</del>8,064,036 (estimated)

-R&D Award: -No

CFDA Year: 2020-2023 CFDA No.: 14.242241 FAIN No.: CAH21-F010

Program Title: 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)

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-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

California Department of Public Health Approved Indirect Cost Rate 20.717% Indirect Rate:

Amount: \$106,484 (estimated)

R&D Award: No"

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

#### "VIII<u>. STAFFING</u>

- 2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part 200.
- ADMINISTRATOR may revise the CFDA information listed above, and shall notify **CONTRACTOR** in writing of said revisions.
- G. DISALLOWED COSTS CONTRACTOR may not use funds to pay for the following:
- 1. purchase or improvement of land, or to purchase, construct or permanently improve any building or other facility (other than minor remodeling with prior HRSA approval),
  - 2. cash payments to service recipients,
- 3. clinical research.
- 4. Syringe Services Programs (SSPs), some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy,
- Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore not eligible for HRSA HAB initiative funded medication,
- 6. development of materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual,
  - 7. the purchase of vehicles without written Grants Management Officer approval,
- 8. non-targeted marketing or promotions or advertising about HIV services that target the general public,
- broad-scope awareness activities about HIV services that target the general public, outreach activities.
- 10. outreach activities that have HIV prevention education as their exclusive purpose,
- 11. influencing or attempting to influence members of Congress and other Federal personnel,
  - 12. foreign travel, and

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

#### III. CLIENT GRIEVANCE REVIEW AND RESOLUTION POLICY

A. CONTRACTOR shall adhere to the Client Grievance Review and Resolution Policy established by ADMINISTRATOR.

B. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and document that each client to whom services are provided under the terms of this Agreement are given information on the grievance process. CONTRACTOR's policy shall allow for the client to appeal CONTRACTOR's decision to ADMINISTRATOR, for review if the client is unsatisfied with CONTRACTOR's final decision related to a grievance. CONTRACTOR shall submit a copy of its Client Grievance Resolution Policy to ADMINISTRATOR within thirty (30) calendar days of the effective date of this Agreement and within fifteen (15) calendar days of the adoption by CONTRACTOR of any revisions to the policy. CONTRACTOR's Client Grievance Resolution Policy is subject to approval by ADMINISTRATOR for the purpose of maintaining consistency with established standards and policies.

#### IV. GENERAL STAFFING REQUIREMENTS

A. CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors, 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, subcontractors, volunteers, and interns of

CONTRACTOR shall agree in writing to maintain the standards set forth in the Code of Conduct.

B. CONTRACTOR shall adhere to staffing and licensure requirements as indicated in Standards of Care approved by ADMINISTRATOR.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within three (3) business days, of any staffing changes that occur during the term of this Agreement.

#### **V. PAYMENTS**

— A. BASIS FOR REIMBURSEMENT
1. With the exception of Mental Health Services and Home Delivered Meals, COUNTY shall pay CONTRACTOR for the actual costs of providing services, less any revenue that are actually received by CONTRACTOR for Ryan White eligible services, provided that CONTRACTOR's costs are allowable pursuant to county, state, and federal regulations.
2. For Mental Health Services, COUNTY shall pay CONTRACTOR a fee-for-service as follows:
- \$22.67 per client, per fifteen (15) minute face-to-face initial assessment  counseling unit;  - \$20.53 per client, per fifteen (15) minute face-to-face individual counseling
- \$115.07 for the first sixty (60) minutes of a psychological (testing evaluation)

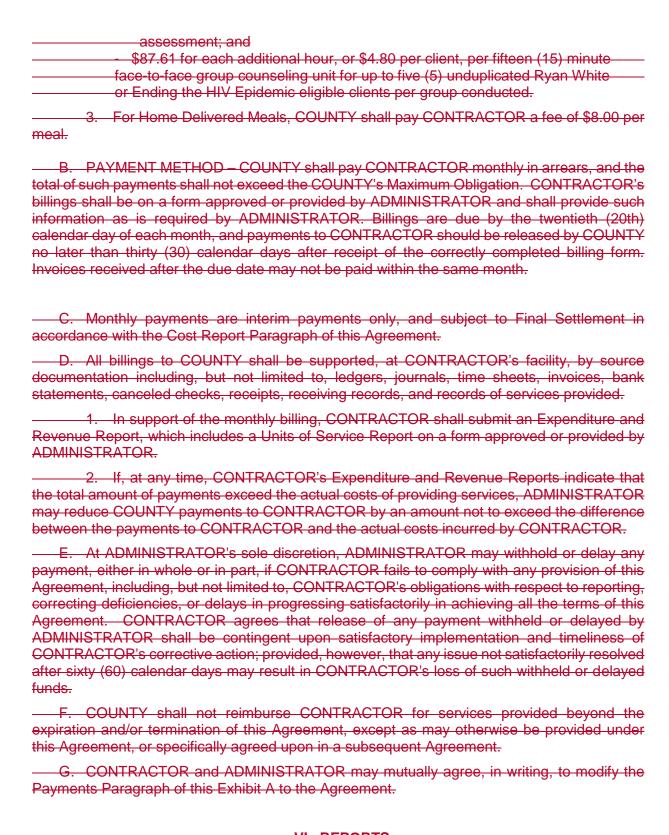
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#### VI. <u>REPORTS</u>

A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR. Such reports shall include, but may not be limited to, cooperating in the Evaluation of Administrative Mechanism process and its timelines. CONTRACTOR understands that failure to provide said reports or meet any of the requirements of this Reports

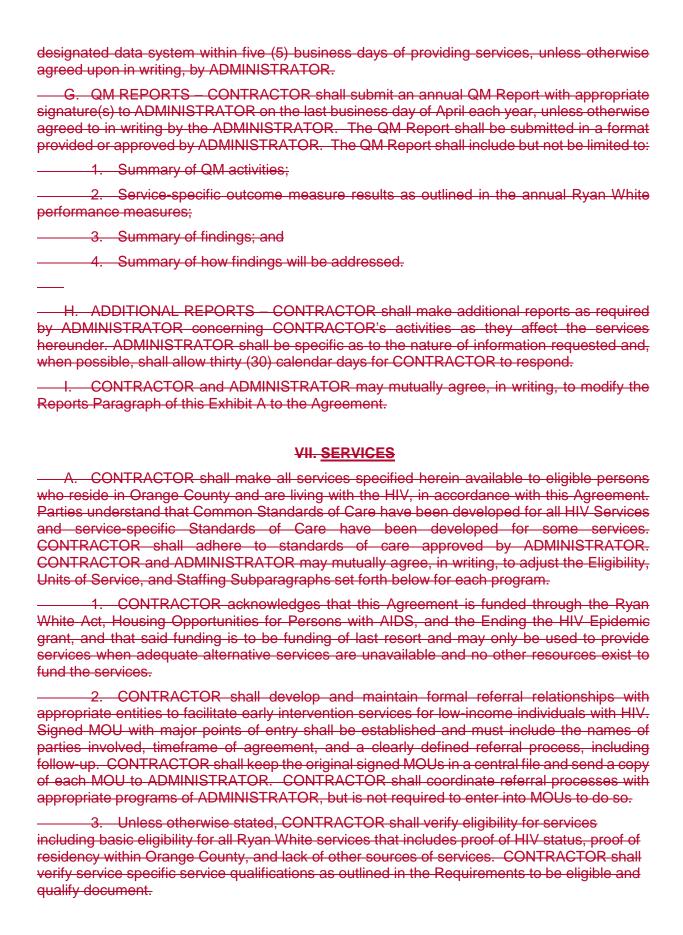
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Paragraph shall be cause for ADMINISTRATOR to withhold or delay any or a portion of payments to CONTRACTOR, as specified in the Payments Paragraph of this Exhibit A to the Agreement.

#### B. FISCAL

- 1. In support of monthly billings, CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement, the number of HIV infected individuals served, and the number of service units provided by CONTRACTOR with funds from this Agreement (Units of Service Report). The reports shall be due to ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.
- 2. CONTRACTOR shall submit quarterly Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report anticipated units of services to be provided, and projected year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall include the actual monthly costs and revenues as of the date submitted and anticipated monthly costs and revenues projected through year-end. Year-End Projection Reports shall be due on the third Monday of the following months each year: June
- C. STAFFING CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall report staff by position, actual staff hours worked, and the employees' names. The reports shall be due to ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month being reported, unless otherwise agreed to in writing by ADMINISTRATOR.
- D. PROGRAMMATIC CONTRACTOR shall submit biannual programmatic reports to ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and shall include but not be limited to, staff changes and corresponding impact on services, status of licensure and/or certifications, changes in populations being served and reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and, if not, shall specify what steps will be taken to achieve satisfactory progress. The reports shall be due on the third Monday of March and September each year. EHE triannual programmatic reporting is required for EHE funded services due on the third Monday of each July, November, and March of each year.
- E. RSR CONTRACTOR shall submit to ADMINISTRATOR in a format provided or approved by ADMINISTRATOR, documentation of services provided, including characteristics of clients receiving those services and descriptive information about CONTRACTOR's organization. RSR documentation shall be received by ADMINISTRATOR no later than February 1 for the preceding calendar year. The EHE Triannual Report complements data collected through the RSR and other reporting mechanisms and is required for EHE funded services due the first Monday of February, June, and October of each year.
- F. Countywide Data Reporting CONTRACTOR shall fully comply with ADMINISTRATOR requirements for real-time data reporting of client demographics and selected service delivery information for Ryan White Act funded services. For purposes of this Agreement, real-time data reporting shall be defined as entering data into the COUNTY's

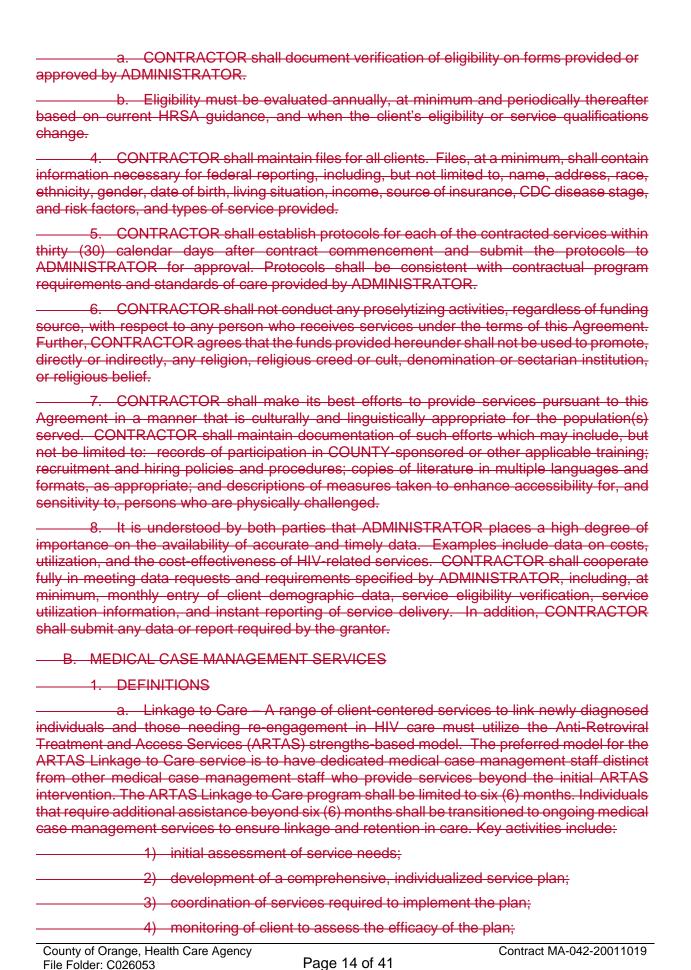
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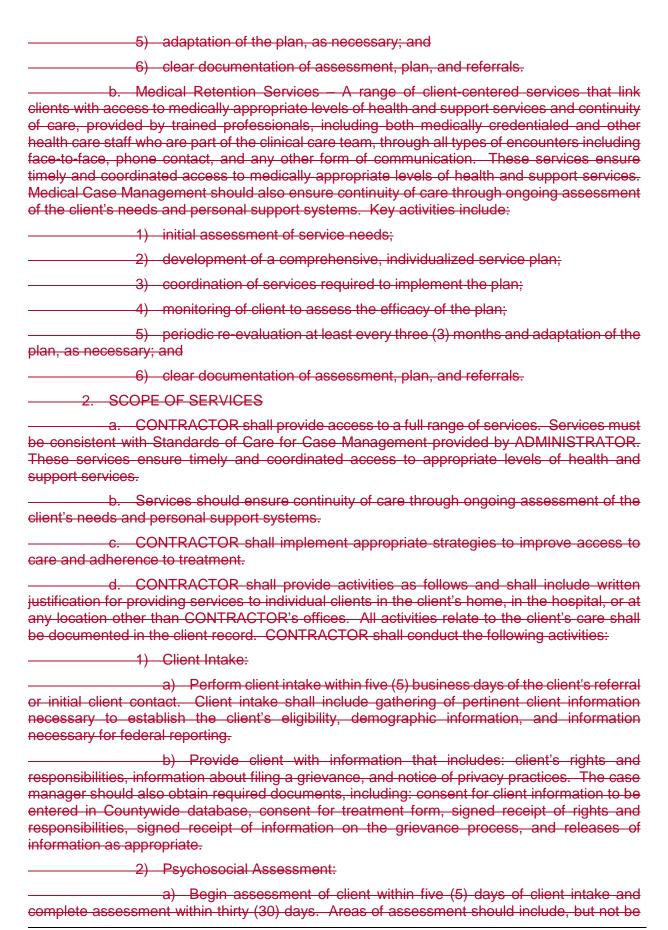


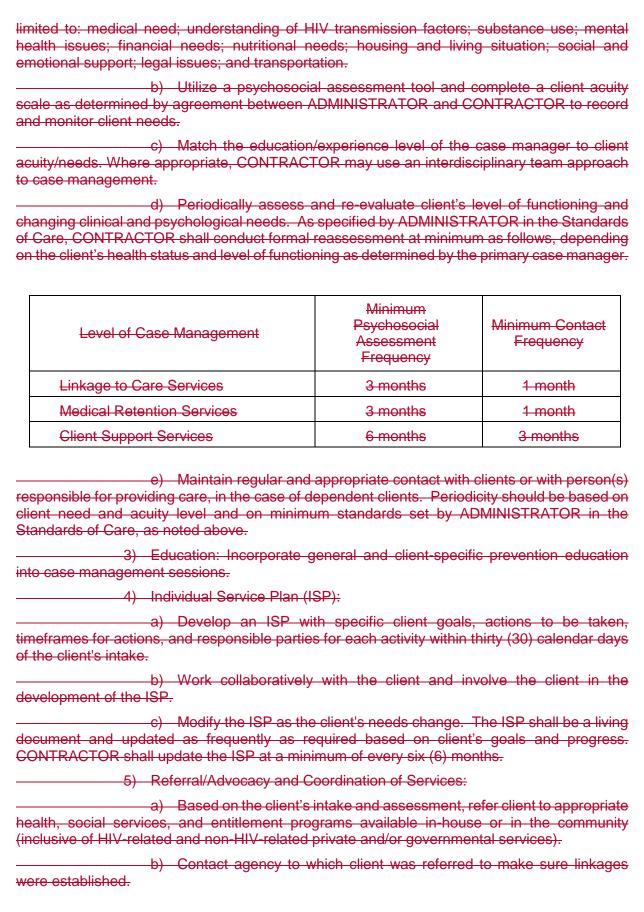
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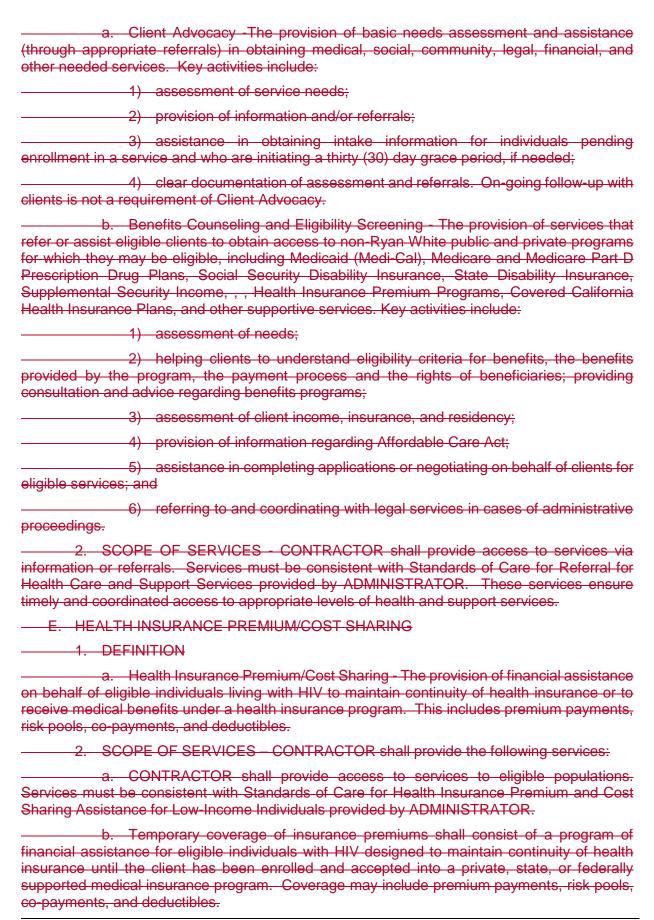


6) Follow-Up and Monitoring:
a) Periodically contact clients to assess and re-evaluate client's level of functioning and changing clinical and psychological needs based on assessed acuity.
b) Respond in a timely and appropriate manner to client requests for assistance and to client needs.
c) Conduct follow-up on clients who fall out of care.
d) Make reasonable attempts to maintain clients who have behavioral issues that impede delivery of services in Case Management. This may include establishing
behavioral contracts for continuation of services. CONTRACTOR shall notify ADMINISTRATOR of any situation necessitating behavioral contracts for continuation of services.
7) Coordination of Medical Care:
a) Assess client's access to medical care and any barriers to care. Case managers shall make an effort to identify barriers to adherence.
b) Monitor client medication adherence and provide assistance as appropriate.
c) Communicate barriers to adherence to client's medical care providers.
8) Service Closure:
<ul> <li>a) Document service closure of client in client file.</li> <li>b) Make reasonable and appropriate attempts to locate and communicate</li> </ul>
with clients lost to follow-up before terminating services. The case manager may refer the case to an outreach worker in an attempt to bring the client back into care if attempts to locate client have been unsuccessful. Referrals to the outreach worker shall be documented in the client's chart as part of a termination plan.
c) Close out the client in the data collection system within thirty (30) days of service closure.
C. NON-MEDICAL CASE MANAGEMENT SERVICES - CLIENT SUPPPORT
1. DEFINITIONS - The provision of needs assessment and timely follow up to ensure clients are accessing needed supportive services. This service can be provided by non-medically credentialed staff. Key activities include:
1) initial assessment of service needs;
2) development of a comprehensive, individualized service plan;
3) coordination of services required to implement the plan;
4) monitoring of client to assess the efficacy of the plan;
5) periodic re-evaluation at least every six (6) months and adaptation of the
plan, as necessary; and 6) clear documentation of assessment, plan, and referrals. Service Coordination may be used as a "step-down" model for transitioning clients to increasing levels of self-sufficiency.
2. SCOPE OF SERVICES - CONTRACTOR shall provide access to services via
information or referrals. Services must be consistent with Standards of Care for Case Management provided by ADMINISTRATOR. These services ensure timely and coordinated access to appropriate levels of health and support services.
— D. REFERRAL FOR HEALTHCARE

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#### F. MENTAL HEALTH SERVICES

- 1. DEFINITION The provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.
- 2. SCOPE OF SERVICES CONTRACTOR shall provide access to mental health services to eligible populations. Services must be consistent with Mental Health Services Standards of Care provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities:

#### a. Client Registration:

- 1) Perform client registration within five (5) business days of the client's referral or initial client contact. Client Registration shall include gathering of pertinent client information necessary to establish the client's eligibility, demographic information, and information necessary for federal reporting.
- 2) Provide client with information that includes client's rights and responsibilities, information about filing a grievance, and notice of privacy practices. The case manager should also obtain required documents, including consent for client information to be entered in Countywide database, consent for treatment form, signed receipt of rights and responsibilities, signed receipt of information on the grievance process, and releases of information as appropriate.

#### b. Comprehensive Assessment:

- 1) Begin assessment of client within one (1) week of client registration and complete assessment within thirty (30) days. Areas of assessment should include, but not be limited to: mental health issues, medical need; understanding of HIV transmission factors; substance use; financial needs; social support, emotional support, legal issues, education and employment, and spirituality.
  - 2) Conduct ongoing reassessments based on client's need but at minimum of once every twelve (12) months.

#### c. Individual Treatment Plan (ITP):

- 1) Develop an ITP with specific client goals, interventions proposed, timeframes for actions, and Client Work Plan within two (2) weeks of completion of the comprehensive assessment.
- 2) Review and revise ITP as necessary, at a minimum of every twelve (12) months.

#### d. Treatment Provision:

- 1) Provide individual therapy and/or group counseling sessions to clients based on the treatment plan developed for each client. Maintain progress notes or summary notes for all sessions.
- 2) Provide clients in crisis with immediate evaluation and, as appropriate based on evaluation, counseling and/or referral. CONTRACTOR shall only be responsible for providing services to clients in crisis during regular business hours;
- e. Referrals/Coordination of Services/Linkages: Develop linkages with other community providers and mental health resources for client referrals, as appropriate.

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These providers and resources shall include, but not be limited to, other Orange County HIV care and treatment programs, case managers, and HIV education/prevention programs designed to prevent HIV transmission; and

#### f. Service Closure:

- 1) Document service closure of client in client file.
- 2) Close out the client in the data collection system within thirty (30) days of service closure.
- g. The maximum number of individual counseling sessions provided under this service category is fifteen (15) sessions per year. Based on the client's therapeutic need, the therapist may increase the maximum number of sessions to twenty-five (25) per year with prior written approval from the ADMINISTRATOR. Family and/or couples counseling also fall under this service category and is limited to a maximum of fifteen (15) sessions. The fifteen (15) sessions are in addition to the fifteen (15) individual counseling sessions available to a client and can be rendered in any combination of family and/or couples counseling sessions.
- h. Group counseling sessions consists of face-to-face contact between one (1) or more therapists and a minimum of two (2) Ryan White eligible clients per session.
- i. Mental Health Services for Ending the HIV Epidemic (EHE) eligible clients are limited to a maximum of six (6) months. EHE eligible clients are those who are HIV positive, not eligible for Ryan White Mental Health Services, and who are experiencing barriers (e.g. cultural/linguistic barriers, limited provider and/or appointment availability, etc.) with accessing Mental Health Services.

# G. MEDICAL TRANSPORTATION SERVICES 1. DEFINITION - Medical Transportation is the provision of nonemergency transportation that enables an eligible client to access or be retained in core medical and support services. 2. SCOPE OF SERVICES a. CONTRACTOR shall provide access to services to eligible populations. Services must be consistent with Standards of Care for Medical Transportation provided by ADMINISTRATOR. CONTRACTOR shall conduct the following activities: Conduct client intake to gather necessary information and provide client with information regarding client's rights and services. 2) Assess the client's needs to determine best mode of transportation; 3) Schedule client rides and contact clients with confirmation: 4) Maintain current records of client's name, date of trip, purpose of trip, and services provided; 5) Enroll all transportation staff in the DMV Pull Notice Program; 6) Conduct quarterly safety reviews with staff drivers; Comply with applicable California laws and regulations pertaining to safety inspections; 8) Schedule and maintain records of all vehicle maintenance. b. Medical transportation services must be provided in conjunction with a known upcoming health care appointment.

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c. The most cost-effective means of transportation that meets client's needs shall be utilized. Clients medical transportation needs may be met by using bus passes, ACCESS coupons, van ride, or ride share. Van rides are limited to persons who are unable to navigate bus system or have a specific medical justification for van transportation. Ride share is limited to persons requiring assistance to get to medical appointments and whose needs

cannot be met by a van ride. Ride-share is also permissible for persons who are receiving medical services at a location that is not easily accessible via public transportation.

- M. Quality Management (QM) Activities
- 1. CONTRACTOR shall participate in QM activities including, but not limited to, participation on the QM Committee, QM trainings, development of standards of care, peer review, and the establishment of countywide goals and objectives.
- N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

#### **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 Contract, 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 ContractAgreement.
- 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.

		FTE(S)
1	Case Management (Linkage to Care) PROGRAM STAFF	
	Intake and Linkage Coordinator Case Manager	<u>0.400</u>
	TOTAL FTE(s)	0.400
2	Case Management (Medical Retention)	
	ADMINISTRATIVE STAFF	
	Executive Director	<u>0.050</u>

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SUBTOTAL

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0.050

**PROGRAM STAFF** 0.<del>700</del>850 Case Manager **SUBTOTAL** 0.<del>700</del>850 0.<del>750</del>900 TOTAL FTE(s) 3 **Case Management (Non-Medical Client Support) PROGRAM STAFF** 0.9001.10 Case Manager 0 **Eligibility and Client Advocate** 0.1001.<del>000</del>100 TOTAL FTE(s) 4 Referral for Healthcare (Client Advocacy) **PROGRAM STAFF** 0.<del>500</del>200 Intake and Linkage Coordinator 0.300 Case Manager 0.500 TOTAL FTE(s) 5 Referral for Healthcare (Benefits Counseling) **PROGRAM STAFF** 0.<del>350</del>200 Lead Case Manager Case Manager 0.100 0.<del>350</del>300 TOTAL FTE(s) 6 Referral for Healthcare (Eligibility Screening) ADMINISTRATIVE STAFF **Program Coordinator** 0.300 0.300 **SUBTOTAL PROGRAM STAFF** 0.<del>900</del>700 Eligibility and Client Advocate 0.900700 **SUBTOTAL** 1.<del>200</del>000 TOTAL FTE(s) 7 **Health Insurance Premium/Cost Sharing** 

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9	TOTAL CONTRACT FTE(s)	4.350
	TOTAL FTE(s)	0.100
8	Medical Transportation PROGRAM STAFF Intake and Linkage Coordinator	<u>0.100</u>
	TOTAL FTE(s)	0.050
	Case Manager	0.050
	PROGRAM STAFF	

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

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

### "IX. UNITS OF SERVICE

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

A <u>1</u> .	Case Management (Linkage to Care)	
	15-min Face-to-Face Contacts	150
	15-min Service Coordination	350
	Unduplicated Clients	25
₿		
<u>2</u> .	Case Management (Medical Retention)	
	15-min Face-to-Face Contacts	833

15-min Service Coordination 1,000 **Unduplicated Clients** 50

# **Case Management (Non-Medical Client Support)**

15-min Face-to-Face Contacts	<del>702</del> 502
15-min Service Coordination	1, <del>000</del> 200
Unduplicated Clients	65

#### <del>D</del>4. Referral for Healthcare (Client Advocacy)

15-min Face-to-Face Contacts	253
15-min Service Coordination	500
Unduplicated Clients	<del>35</del> 46

#### Referral for Healthcare (Benefits Counseling) <del>⊑</del>5.

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15-min Face-to-Face Contacts 183

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	15-min Service Coordination Unduplicated Clients	400 45
<u>F6</u> .	Referral for Healthcare (Eligibility Screening) 15-min Face-to-Face Contacts 15-min Service Coordination Unduplicated Clients	500 700 120
<u>7.</u>	Health Insurance Premium/Cost Sharing Insurance Premium - One Payment Unduplicated Clients- Insurance Premium Medical Co-Payments Unduplicated Clients - Co-Pays	50 10 50 10
<u>G8</u> .	Mental Health - Fee-for-Service (Ryan White) 15-min Face-to-Face Initial Assessment 15-min Face-to-Face Counseling Sessions Unduplicated Clients	100 100 15
<u>∺9</u> .	Mental Health - Fee-for-Service (EHE) 15-min Face-to-Face Initial Assessment 15-min Face-to-Face Counseling Sessions Unduplicated Clients	880 2,000 50
<del>L</del>	Health Insurance Premium/Cost Sharing Insurance Premium - One Payment Unduplicated Clients- Insurance Premium Medical Co-Payments Unduplicated Clients - Co-Pays	50 10 50 10
<del>J</del> 10.	Medical Transportation Reduced Fare One-Day Bus Pass Regular Fare One-Day Bus Pass Reduced Fare 30-Day Bus Pass Regular Fare 30-Day Bus Pass Unduplicated Clients - Bus Passes ACCESS Services Unduplicated Clients - ACCESS	20 121 <u>140</u> 20 100 15 193 15

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

5. Exhibit B is deleted in its entirety and replaced with the following:

#### "I. BUSINESS ASSOCIATE CONTRACT

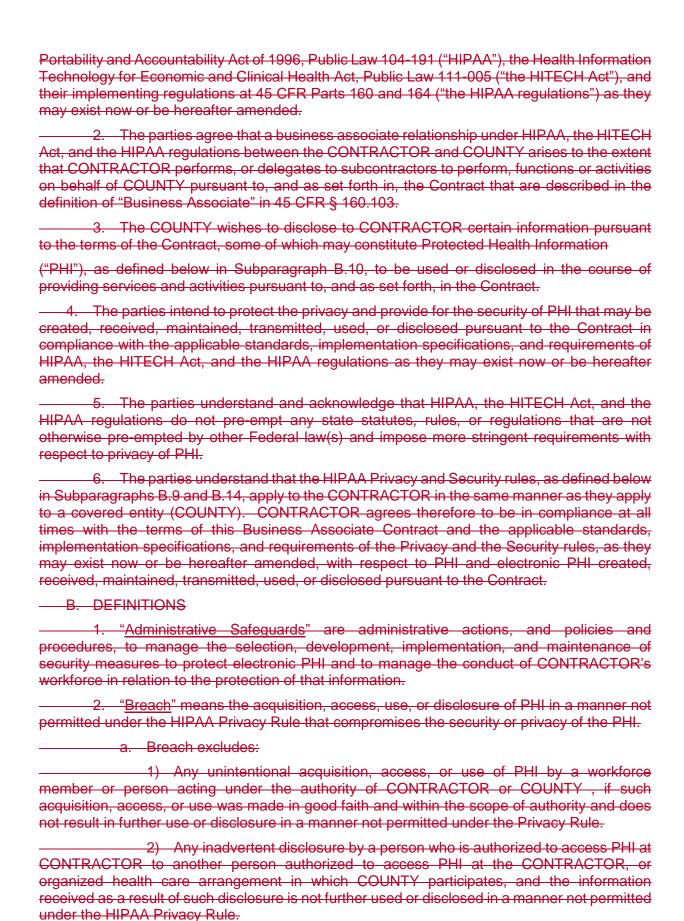
#### A. GENERAL PROVISIONS AND RECITALS

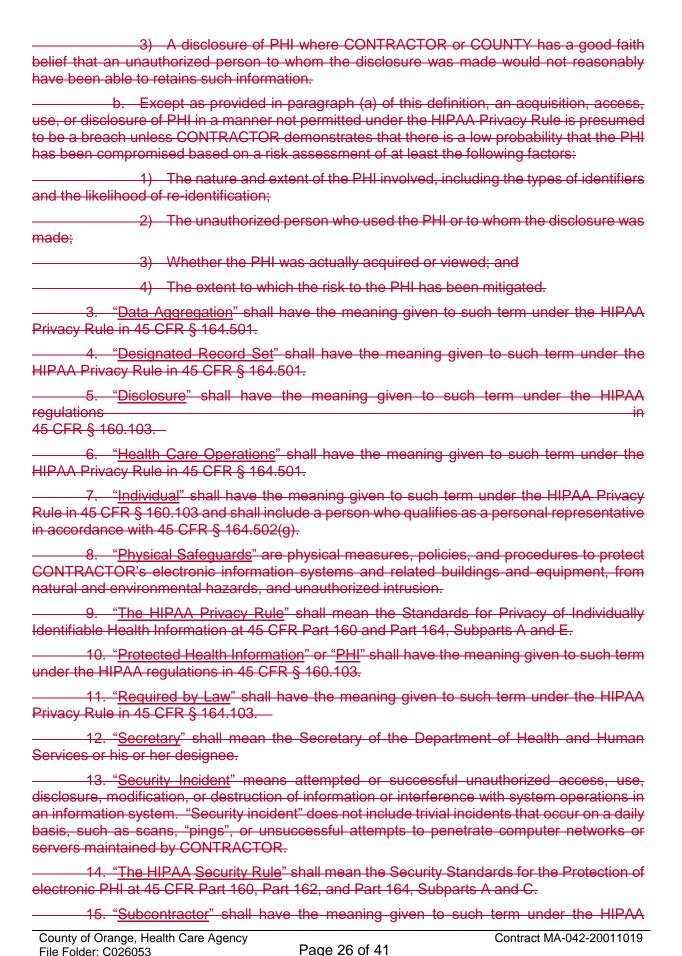
1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B., shall have the same meaning given to such terms under the Health Insurance

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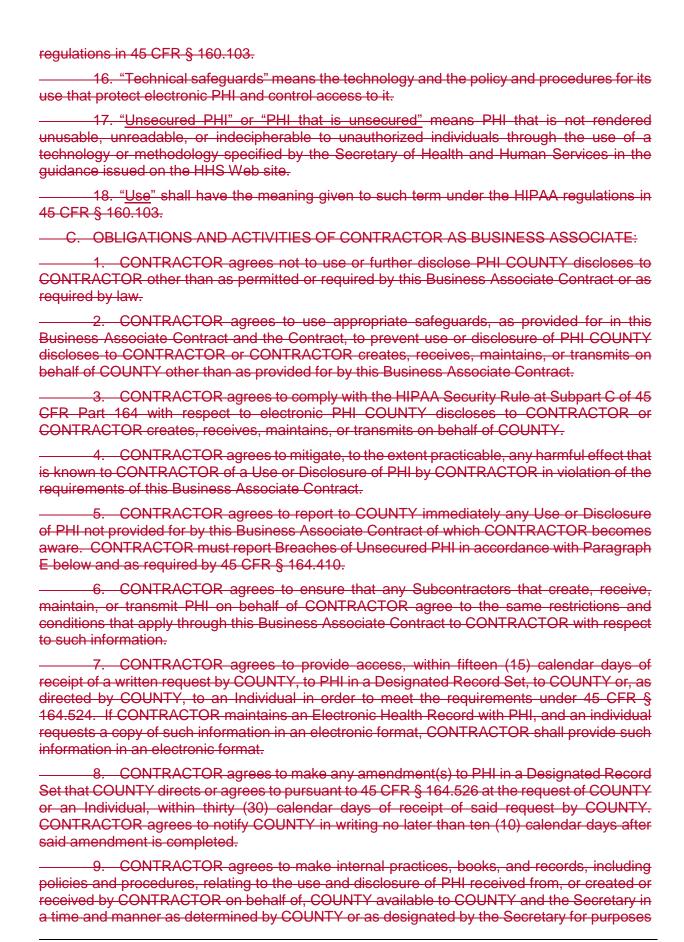
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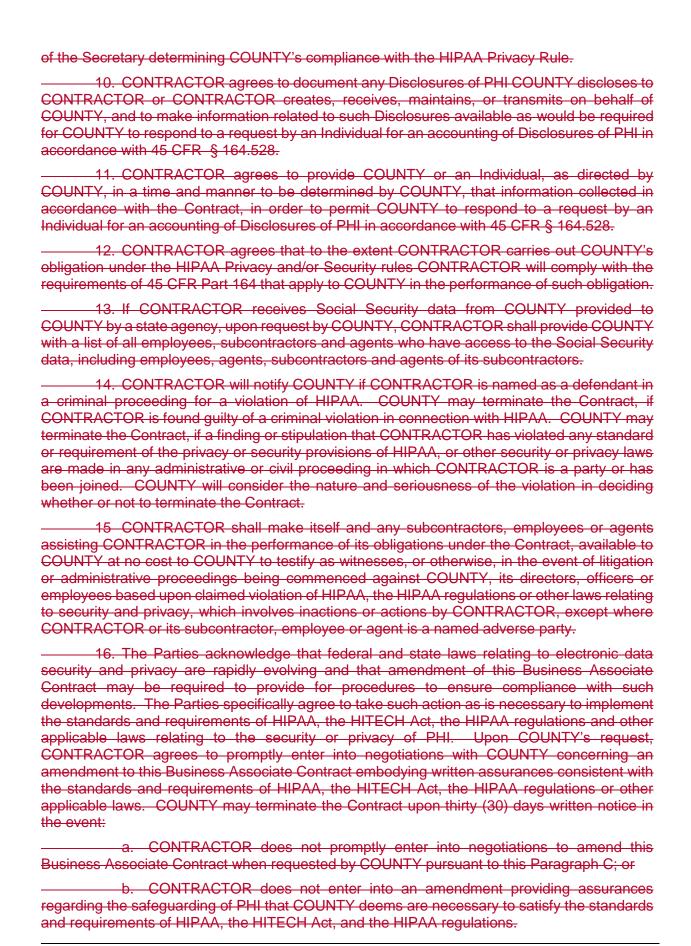
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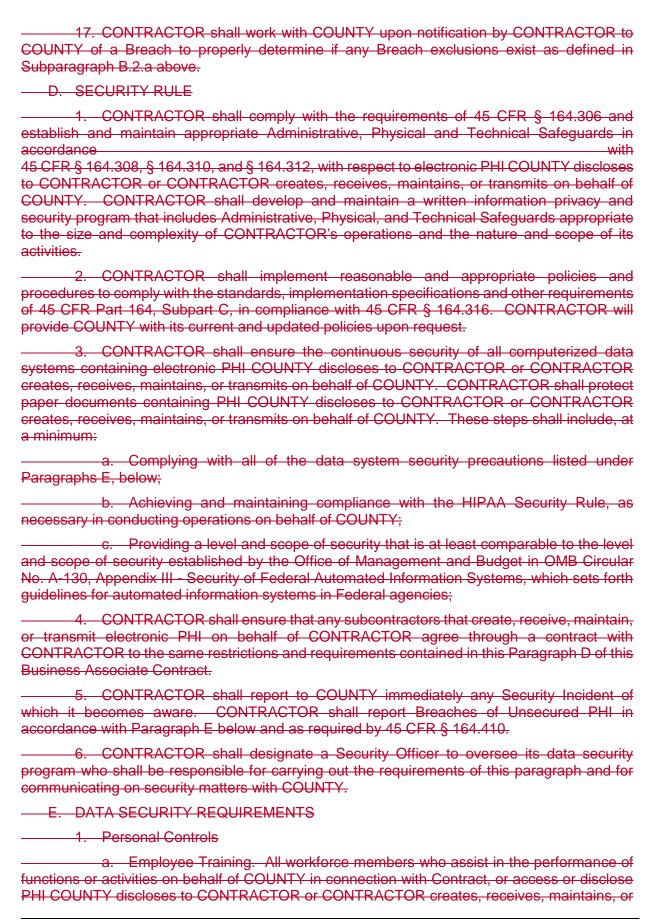


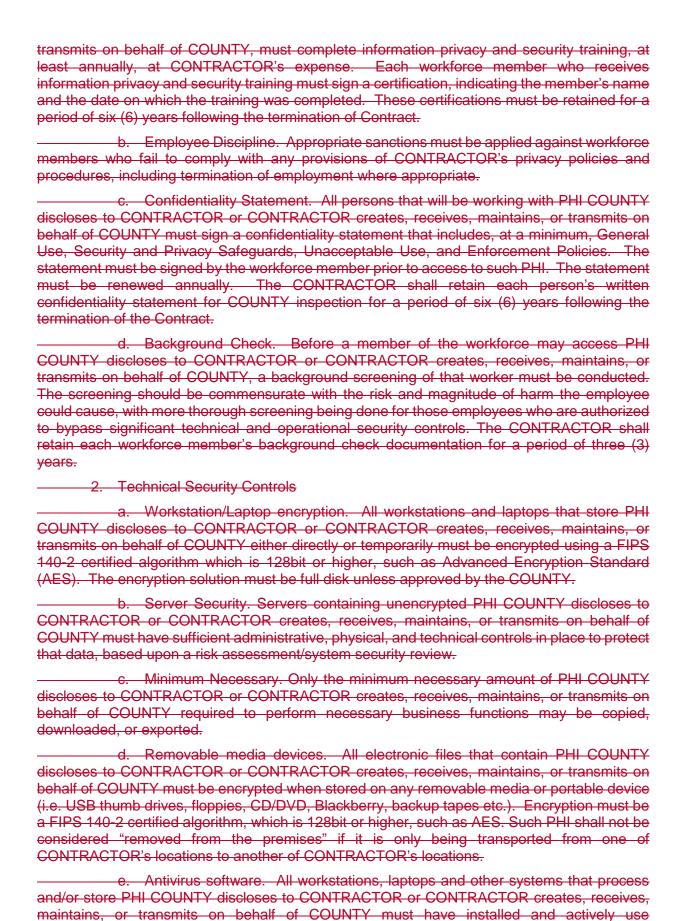


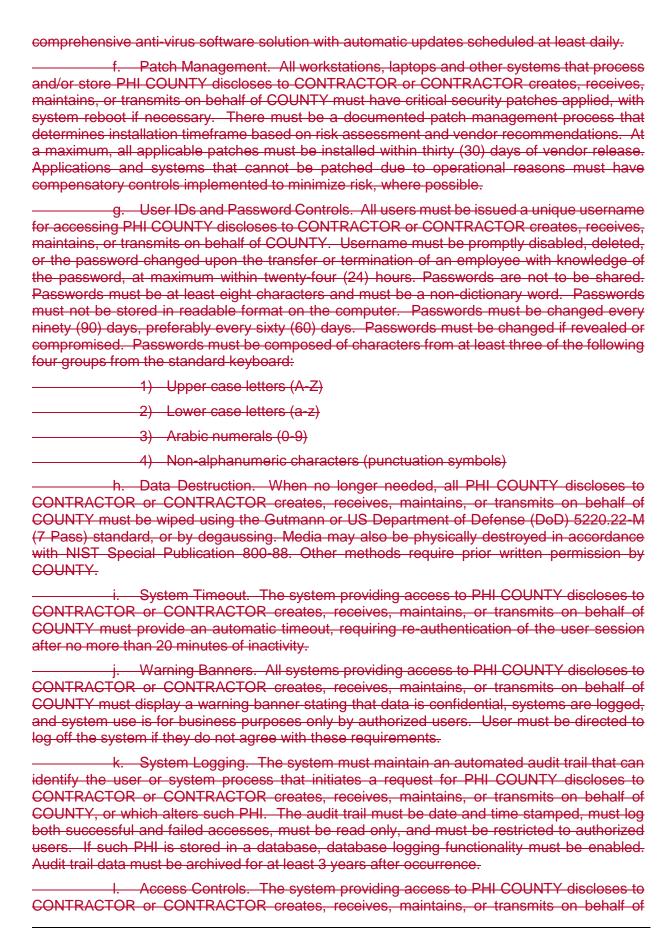
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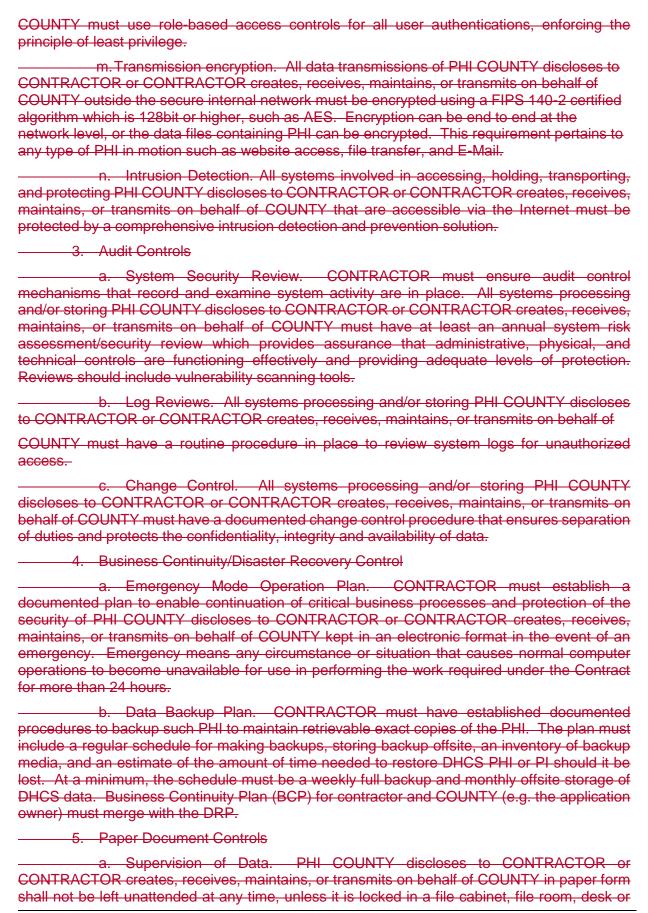


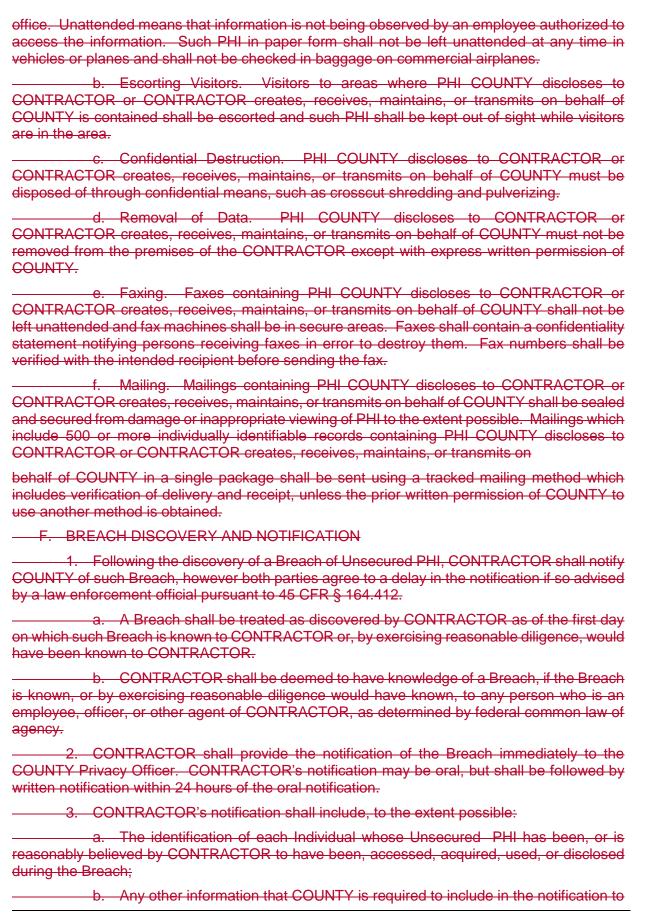




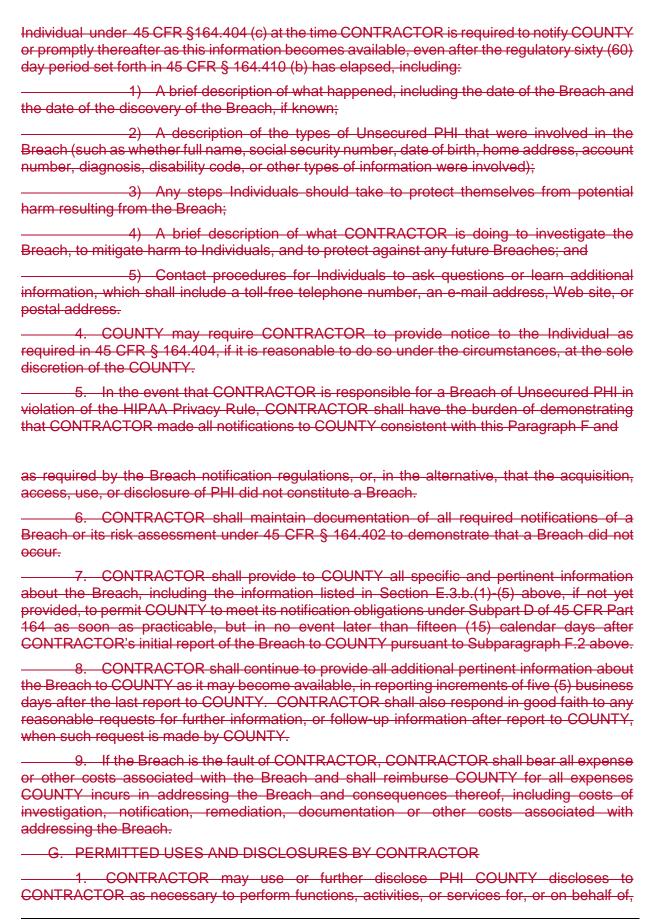


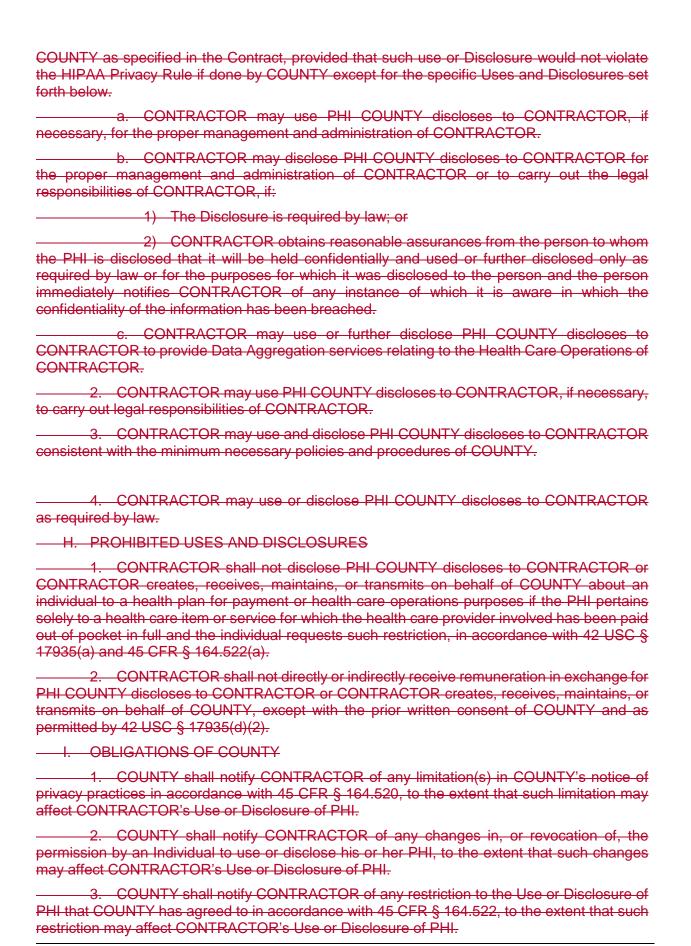


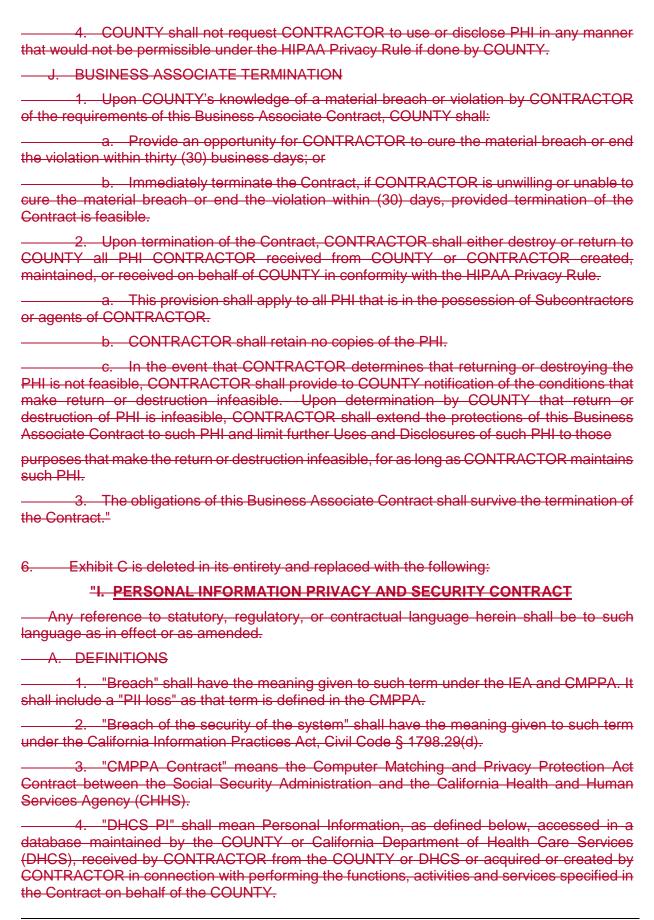


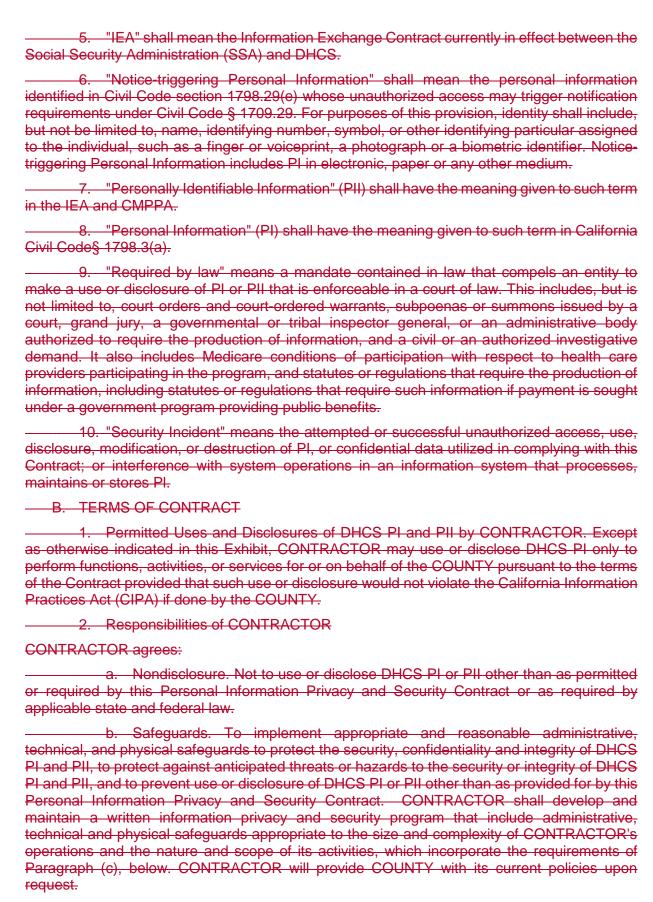


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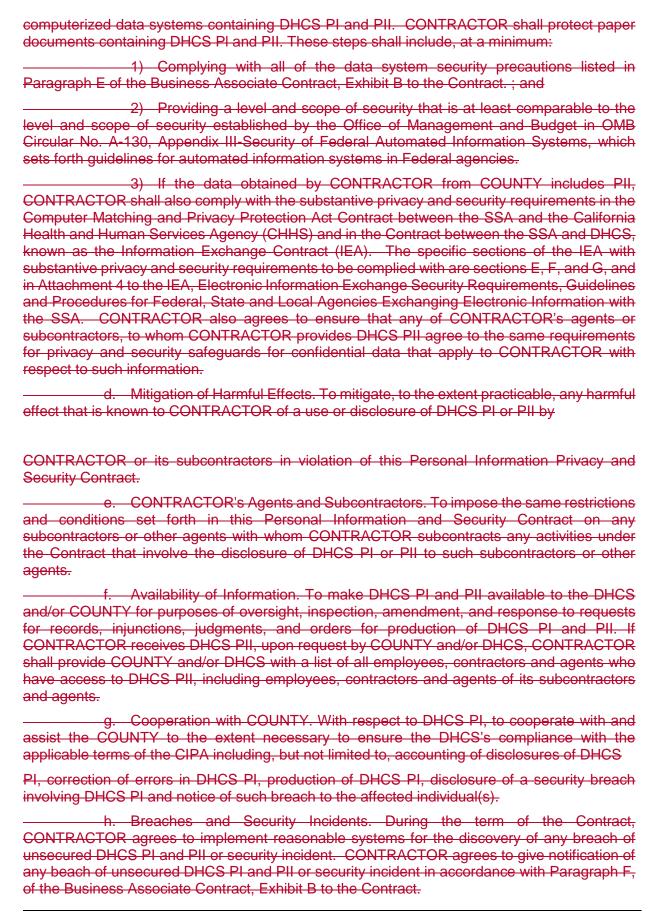






c. Security. CONTRACTOR shall ensure the continuous security of all

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i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY."

This Amendment No. <u>89</u> 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. <u>89</u> and the Contract, including all previous amendments, the terms and conditions of this Amendment No. <u>89</u> prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. <u>79</u>, remain in full force and effect.

#### SIGNATURE PAGE FOLLOWS

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# **SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have companyContractor is a corporation, Contractor shalfirst signature must be either the Chairman of the Bo 2) the second signature must be that of either the So Financial Officer, or any Assistant Treasurer.— In the acceptable when accompanied by a corporate reso authority of the signature to bind the company.	Il provide two signatures as follows: -1) the pard, the President, or any Vice President; ecretary, an Assistant Secretary, the Chief alternative, a single corporate signature is
Contractor: Shanti Orange County	
Print Name	Title
Signature	Date
Oignataro	Date
County of Orange, a political subdivision of the Stat	e of California
Purchasing Agent/Designee Authorized Signature:	
Print Name	Title
Signature	<del>Date</del>
SHANTI ORANGE COUNTY	
BY:	DATED:
TITLE:	
IIILL.	_
BY:	DATED:

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File Folder: C026053

Contract MA-042-20011019

TITLE:

COUNTY	OF O	RANGE
--------	------	-------

BY:	DATED:	
HEALTH CARE AGENCY		

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

BY:	DATED:	
DEPUTY		

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