



**AMENDMENT NO. 6**  
**TO**  
**CONTRACT NO. MA-042-18010372**  
**FOR**  
**HIV Housing Services**

This Amendment (“Amendment No. 6”) to Contract No. MA-042-18010372 for HIV Housing Services is made and entered into on April 22, 2020 (“Effective Date”) between Special Service for Groups, Inc. dba Asian Pacific AIDS Intervention Team (“Contractor”), with a place of business at 905 E. 8<sup>th</sup> Street, Los Angeles, CA 90021, 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, on July 1, 2017, the Parties executed Contract No. MA-042-18010372 for HIV Housing Services, effective July 1, 2017 through June 30, 2020 in an amount not to exceed \$120,000, renewable for two additional one-year Terms (“Contract”); and

WHEREAS, on April 26, 2018, the Parties executed Amendment No. 1 to increase Period One Maximum Obligation by \$4,000, for a modified total contract amount not to exceed \$124,000; and

WHEREAS, on August 28, 2018, the Parties executed Amendment No. 2 to increase Period Two and Period Three by \$70,200, for a modified total contract amount not to exceed \$264,400; and

WHEREAS, on May 14, 2019, the Parties executed Amendment No. 3 to amend Exhibit A to exercise contingency increase to Period Two amount by \$4,000, for a modified total contract amount not to exceed \$268,400; and

WHEREAS, on November 27, 2019, the Parties executed Amendment No. 4 to increase Period Three by \$4,000, for a modified total contract amount not to exceed \$272,400; and

WHEREAS, on March 3, 2020, the Parties executed Amendment No. 5 to renew Period Four by \$110,200, for a modified total contract amount not to exceed \$382,600; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to increase the Period Three Maximum Obligation by \$79,800 and to increase the Period Four Maximum Obligation by \$22,518, for a modified total contract amount not to exceed \$484,918, and to amend the Referenced Contract Provisions and Exhibit A of the Contract to reflect this increase.

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

- 1) The Period Three Maximum Obligation is increased by \$79,800 from \$114,200 to \$194,000 and The Period Four Maximum Obligation is increased by \$22,518 from \$110,200 to \$132,718, for a new total contract amount not to exceed amount of \$484,918; on the amended terms and conditions.

- 2) Page 4, Referenced Contract Provisions, lines 8 through 12 of the Contract is deleted in its entirety and replaced with the following:

**“Maximum Obligation**

Period One Maximum Obligation:	\$ 44,000
Period Two Maximum Obligation:	114,200
Period Three Maximum Obligation:	194,000
Period Four Maximum Obligation:	<u>132,718</u>
TOTAL MAXIMUM OBLIGATION:	\$ 484,918

- 3) Page 25, Maximum Obligation of the Contract is deleted in its entirety and replaced with the following:

**“ I. MAXIMUM OBLIGATION**

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in the Referenced Contract Provisions of this Contract. It is understood by the Parties that the Total Maximum Obligation of COUNTY may not be expended during the Contract’s term and the separate Maximum Obligations for each period under the Contract may not be expended in the period specified in the Referenced Contract Provisions of this Contract. It is further understood by the Parties that any of the Total Maximum Obligation of COUNTY not expended during the Contract’s term may be included in any renewal term of the Contract.

B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two , Period Three and Period Four Maximum Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this Agreement.”

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

**“II. BUDGET**

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

**1. SHORT-TERM OR EMERGENCY FINANCIAL ASSISTANCE – RENT AND UTILITY PAYMENTS**

DIRECT CARE COST	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Salaries	\$ 0	\$ 0	\$4,368	\$2,184
Benefits	\$ 0	\$ 0	\$1,092	\$546
Processing Fee	\$1,200	\$2,000	\$7,000	\$4,000
Housing Payment	\$ 8,401	\$12,000	\$93,340	\$41,788
TOTAL COSTS	\$9,601	\$14,000	\$105,800	\$48,518

2. SHORT-TERM OR EMERGENCY FINANCIAL ASSISTANCE - RENT AND UTILITY DEPOSITS

DIRECT CARE COST	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Processing Fee	\$200	\$300	\$600	\$600
Housing Payment	\$1,200	\$1,700	\$3,600	\$3,600
TOTAL COST	\$1,400	\$2,000	\$4,200	\$4,200

3. SHORT-TERM SUPPORTIVE HOUSING

DIRECT CARE COST	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Processing Fee	\$751	\$1,830	\$1,545	\$1,545
Housing Payment	\$32,248	\$96,370	\$82,455	\$78,455
TOTAL COST	\$32,999	\$98,200	\$84,000	\$80,000

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
TOTAL MAXIMUM OBLIGATION	\$44,000	\$114,200	\$194,000	\$132,718

B. Any increases or decreases to the budget must be approved, in advance and in writing, by ADMINISTRATOR. Administrative Costs shall not exceed ten percent (10%) of total costs.

C. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, 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 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

D. CONTRACTOR shall submit a budget revision request to ADMINISTRATOR to request budget changes hereafter. The budget revision request shall be on a form approved or provided by ADMINISTRATOR.

## E. CFDA Information

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: 2019-20  
 CFDA No.: 14.241  
 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)  
 Amount: \$148,800 (estimated annually)

CFDA Year: 2019-20  
 CFDA No.: 93.914  
 Program Title: HIV Emergency Relief Project Grants  
 Federal Agency: Department of Health and Human Services  
 Award Name: HIV Emergency Relief Project Grants  
 (Ryan White Part A)  
 Amount: \$45,200 (estimated annually)

CFDA Year: 2020-21  
 CFDA No.: 14.241  
 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)  
 Amount: \$87,518 (estimated annually)

CFDA Year: 2020-21  
 CFDA No.: 93.914  
 Program Title: HIV Emergency Relief Project Grants  
 Federal Agency: Department of Health and Human Services  
 Award Name: HIV Emergency Relief Project Grants  
 (Ryan White Part A)  
 Amount: \$45,200 (estimated annually)

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.

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

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

5) Exhibit A, V. Services is deleted in its entirety and replaced with the following:

### **I. SERVICES**

A. CONTRACTOR shall make all services specified herein available to eligible persons who reside in Orange County and are infected with HIV, in accordance with the Contract. CONTRACTOR shall not charge fees except as allowed in the Contract.

1. Prior to providing any services pursuant to this Contract, Contractor shall establish a statement of Client Rights and Responsibilities. CONTRACTOR may adopt Client Rights and Responsibilities provided by ADMINISTRATOR, or an alternate version approved by ADMINISTRATOR. CONTRACTOR shall document that each client has received and understands Client Rights and Responsibilities. CONTRACTOR shall post Client Rights and Responsibilities in a prominent location regularly visited by clients participating in the program.

2. CONTRACTOR shall develop and maintain formal referral relationships with appropriate entities to facilitate early intervention services for low-income individuals with HIV. Signed MOUs with major points of entry shall be established and must include the names of parties involved, time frame of Contract, and a clearly defined referral process, including follow-up. CONTRACTOR shall keep the original signed MOUs in a central file and send a copy of each MOU to ADMINISTRATOR. CONTRACTOR shall coordinate referral processes with appropriate programs of ADMINISTRATOR, but is not required to enter into MOUs to do so.

3. Unless otherwise stated, CONTRACTOR shall verify eligibility for services including, but not limited to proof of HIV status, proof of residency within Orange County, lack of other sources of services, and financial eligibility based on criteria provided or approved by ADMINISTRATOR. Eligibility shall be verified at minimum every six (6) months. Eligibility verification shall be documented in COUNTY's designated data system as required by ADMINISTRATOR.

4. CONTRACTOR shall maintain files for all clients. Files, at a minimum, shall contain information necessary for federal reporting, including, but not limited to, name, address, race, ethnicity, gender, date of birth, living situation, household size, income, and types of service provided.

5. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who receives services under the terms of this Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

6. CONTRACTOR shall make its best efforts to provide services pursuant to this Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be

limited to: records of participation in COUNTY sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

7. It is understood by both parties that ADMINISTRATOR places a high degree of importance on the availability of accurate and timely data. Examples include data on costs, utilization, and cost-effectiveness of HIV related services. CONTRACTOR shall cooperate fully in meeting data requests and requirements specified by ADMINISTRATOR, including at minimum, monthly entry of client demographic data, service eligibility verification, service utilization information, and instant reporting of service delivery. It is also understood by both parties that ADMINISTRATOR is committed to implementing a data collection system that provides for point of service eligibility verification, service utilization information, and instant reporting of service delivery. CONTRACTOR shall participate in said system.

## B. SHORT-TERM OR EMERGENCY HOUSING PAYMENTS

1. DEFINITION – The provision of financial aid on behalf of clients who need assistance with rent, mortgage, utilities, or move-in deposits. This assistance shall be brief in duration (twenty-one [21] weeks per twelve [12]-month Term), subject to specific caps on the amount of assistance available, and shall not be used as an on-going payment to the client. EFA covers assistance with rent or mortgages, utilities and deposits. Utilities are limited to gas, electric, and water/trash.

### 2. SCOPE OF SERVICES

a. CONTRACTOR shall provide EFA, as defined above, to eligible persons. CONTRACTOR shall limit payments on behalf of clients to no more than one thousand dollars (\$1,000) per year for rent or mortgage payments and to no more than one hundred dollars (\$100) per year for utilities. Deposits for rent and/or utilities may not exceed a five-year lifetime limit of one thousand five hundred dollars (\$1,500).

b. CONTRACTOR shall coordinate client's care with case manager. If being case managed, clients receiving this service must be referred by a case manager.

c. CONTRACTOR shall determine eligibility for services within two (2) business days of receipt of application. CONTRACTOR shall communicate with client, in writing, reasons for the denial of their application.

d. Services to persons eligible for EFA shall be authorized no later than three (3) days prior to the end of the month eligibility determination by CONTRACTOR.

e. Outcome measures for these services shall include increased number of clients maintaining stable housing, and improved access to healthcare and other supportive services among clients.

3. UNITS OF SERVICE – EFA – CONTRACTOR shall, at a minimum, provide the following units of service per Term:

	Period Three	Period Four
EFA Housing Payments	70	40
EFA Payment Clients	70	40
EFA Housing Deposits	8	8
EFA Deposit Clients	8	8

### C. SHORT-TERM SUPPORTIVE HOUSING SERVICES FOR PERSONS LIVING WITH HIV

1. DEFINITION – The provision of interim housing via a motel or bed in a sober collaborative setting. CONTRACTOR shall assist clients in plans to facilitate their successful transition to an independent, permanent housing situation.

#### 2. SCOPE OF SERVICES

a. CONTRACTOR shall determine client eligibility for entrance into the Short-Term Supportive Housing program within two (2) business days of receipt of a completed application.

b. CONTRACTOR shall give priority for entry into the program as follows:

- 1) Individuals who are homeless, living on the streets;
- 2) Individuals transitioning from a treatment program or a correctional institution;
- 3) Individuals who are in imminent danger of homelessness;
- 4) Individuals whose current housing situation presents a threat to their health or well-being.

c. CONTRACTOR shall coordinated client's care with case manager. If being case managed, clients receiving this service must be referred by a case manager. If client is not being case managed and is in need of transitional housing services, client will be referred a case manager from a Ryan White or HOPWA-funded provider prior to placement.

d. Individuals with children under the age of eighteen (18) living with them in any priority category shall have priority over individuals without children in that same category.

e. CONTRACTOR shall identify potential clients through referrals from case managers throughout the HIV service delivery system and shall appropriately publicize the availability of the program.

f. CONTRACTOR shall assess eligible clients who have had substance abuse problems to determine if they are drug-free and sober. Based on this assessment, CONTRACTOR shall decide if the client is appropriate for services under this Contract. The method of assessing the clients shall be at CONTRACTOR's discretion.

g. CONTRACTOR shall provide services to immediate families as long as at least one member of the family is a person living with HIV and all persons for whom services

are provided constitute a single household. CONTRACTOR shall determine the number of motel rooms needed depending on the size of the family.

h. CONTRACTOR may house eligible clients in motel rooms or Single Room Occupancy facilities at a cost not to exceed seventy dollars (\$70) per room per day. Rooms shall have cooking facilities and cold storage for perishable items. CONTRACTOR shall not place clients in facilities in areas that are known to be unsafe.

i. CONTRACTOR may house appropriate eligible clients in group living facilities or other locations, as approved by ADMINISTRATOR. The specific form of short-term supportive housing shall be at CONTRACTOR's discretion based on client needs.

j. CONTRACTOR shall ensure that males and females over the age of eighteen (18) have separate sleeping quarters, unless clients are involved in an existing relationship.

k. CONTRACTOR shall link clients housed in sober living facilities to supportive treatment services.

l. CONTRACTOR shall perform a weekly assessment for each client to determine the client's progress and continued eligibility status.

m. CONTRACTOR shall limit each client stay in Short-Term Supportive Housing to a maximum of six (6) months in a two-year Term.

n. CONTRACTOR shall provide each client with a Program Participation Contract, which shall include general program guidelines as well as an individualized plan to move the client toward self-sufficiency. Clients must sign the Program Participation Contract in order to receive Short-Term Supportive Housing services under this Contract. Failure by the client to comply with the provisions of the Participation Contract shall be grounds for the client's dismissal from the program.

o. CONTRACTOR shall measure client satisfaction or record client suggestions regarding the program.

p. CONTRACTOR shall coordinate with the client, significant others, and case manager, if any, to plan, implement, and monitor the client's progress toward goals designed to assist the client in transitioning to permanent, independent housing.

q. CONTRACTOR shall provide, or link clients to, transportation to treatment and community resources.

r. Outcome measures for these services shall include increase number of clients who acquire permanent housing and improved access to health care and other supportive services among clients.

3. UNITS OF SERVICE – Short-Term Supportive Housing

a. CONTRACTOR shall, at a minimum, provide the following units of service per Term

Bed Nights	800
Unduplicated Clients	20



b. A bed-night shall be defined as one night of housing in a facility described in Subparagraph VII.C.1. of this Exhibit A to the Contract, provided to an eligible client.

D. QM PLAN

1. CONTRACTOR shall participate in QM activities including, but not limited to, trainings, development of standards of care, peer reviews, and the establishment of countywide goals and objectives. Unless modified, in writing, by Contract of ADMINISTRATOR and CONTRACTOR, CONTRACTOR shall develop and submit to ADMINISTRATOR a written QM Plan signed by CONTRACTOR's authorized representative. CONTRACTOR shall participate in the QM activities established by ADMINISTRATOR and shall adhere to the standards set forth by the Countywide Ryan White QM Committee.

2. The QM Plan shall include but not be limited to CONTRACTOR's:

- a. Quality statement;
- b. Quality infrastructure, including leadership, QM committee, staff roles and responsibilities, and reporting;
- c. Capacity building activities, including orientation and training on QM activities;
- d. Evaluation, including evaluation of quality infrastructure, performance measures, and quality improvement activities; and
- e. Goals, objectives, indicators, and targets for each service category.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract.

This Amendment No. 6 modifies the Contract and Amendment No. 1, No. 2, No. 3, No.4, and No.5 only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 6, Amendment No. 1, No. 2, No. 3, No.4, No.5, and the Contract, the terms and conditions of this Amendment No. 6 prevail.

In all other respects, the terms and conditions of the Contract, including Amendment No. 1 No. 2, No. 3, No.4, No.5, not specifically changed by this Amendment No. 6, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of 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.

**Contractor:** Special Service for Groups, Inc. dba Asian Pacific AIDS Intervention Team

Herbert Hatanaka  
\_\_\_\_\_  
Print Name

Executive Director  
\_\_\_\_\_  
Title

DocuSigned by:  
*Herbert Hatanaka*  
\_\_\_\_\_  
Signature  
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4/27/2020  
\_\_\_\_\_  
Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Janlus Chou  
\_\_\_\_\_  
Print Name

Administrative Manager I  
\_\_\_\_\_  
Title

DocuSigned by:  
*Janlus Chou*  
\_\_\_\_\_  
Signature  
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4/27/2020  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

Massoud Shame1  
\_\_\_\_\_  
Print Name

Massoud Shame1, Deputy County Counsel  
\_\_\_\_\_  
Title

DocuSigned by:  
*Massoud Shame1*  
\_\_\_\_\_  
Signature  
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3/22/2021  
\_\_\_\_\_  
Date