



AMENDMENT NO. ~~4011~~

TO

CONTRACT NO. MA-042-18010372

FOR

HIV Housing Services

This Amendment (“Amendment No. ~~4011~~”) to Contract No. MA-042-18010372 for HIV Housing Services is made and entered into on ~~May 25~~ July 1, 2021 (“Effective Date”) between Special Service for Groups, Inc. dba Asian Pacific AIDS Intervention Team (“Contractor”), with a place of business at 905 E. 8th 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 Street, Suite 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 Periods (“Contract”); and

WHEREAS, on April 26, 2018, the Parties executed Amendment No. 1 to increase the Period One Maximum Obligation by \$4,000, for a revised total contract amount not to exceed \$124,000, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on August 28, 2018, the Parties executed Amendment No. 2 to increase the Period Two Maximum Obligation and the Period Three Maximum Obligation each by \$70,200, for a revised total contract amount not to exceed \$264,400, and to amend Exhibit A of the Contract to reflect this increase; and

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

WHEREAS, on November 27, 2019, the Parties executed Amendment No. 4 to increase the Period Three Maximum Obligation by \$4,000, for a revised total contract amount not to exceed \$272,400, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on March 3, 2020, the Parties executed Amendment No. 5 to renew the Contract for a period of one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$110,200 for the renewal period, for a revised total contract amount not to exceed \$382,600, renewable for one additional one-year period, to amend Standard language paragraphs of the Contract due to required regulatory language and changes needed for the term of the Contract, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on April 22, 2020, the Parties executed Amendment No. 6 to increase the Period Three Maximum Obligation by \$79,800 and the Period Four Maximum Obligation by \$22,518, for a revised total contract amount not to exceed \$484,918, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on August 15, 2020, the Parties executed Amendment No. 7 to increase the Period Four Maximum Obligation by \$58,663, for a revised total contract amount not to exceed \$543,581, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on December 1, 2020, the Parties executed Amendment No. 8 to increase the Period Four Maximum Obligation by \$19,250 in CARES Act Funds, for a revised total contract amount not to exceed \$562,831, to add Federal Emergency Management Agency (FEMA) required contract provisions, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on January 13, 2021, the Parties executed Amendment No. 9 to increase the Period Four Maximum Obligation by \$96,742, for a revised total contract amount not to exceed \$659,573, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on April 13, 2021, the Board of Supervisors retroactively approved Amendments No. 6, No. 7, and No. 9; and

~~WHEREAS, on or about May 25, 2021 the Parties executed Amendment No. 10 to increase the Period Four Maximum Obligation by \$35,181 in Epidemiology and Laboratory Capacity, for Prevention and Control of Emerging Infectious Diseases Enhancing Detection Expansion (ELC Expansion) funds a modified total contract amount not to exceed \$694,754, and to amend Exhibit A of the Contract to reflect this increase; and~~

~~WHEREAS, the Parties now desire to enter into this Amendment No. 11 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend 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 Period Four Maximum Obligation Contract is increased by \$35,181 from \$307,373 to \$342,554 renewed for a period of one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$369,478 for this renewal period, for a revised total contract amount not to exceed \$694,754. 1,064,232; on the amended terms and conditions.~~
- 2) Page 4, Referenced Contract Provisions, lines 8 through 12 of the Contract are deleted in their 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:	342,554
Period Five Maximum Obligation:	\$ 694,754
TOTAL MAXIMUM OBLIGATION:	369,478
TOTAL MAXIMUM OBLIGATION:	\$1,064,232

- 3) ~~Exhibit A, II. Budget of the Contract~~

- 3) Paragraph XVIII. Maximum Obligation, is deleted in its entirety and replaced with the following:

“II. BUDGET

-"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, Period Four, and Period Five 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, 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:

1. EMERGENCY FINANCIAL ASSISTANCE – PAYMENTS

DIRECT CARE COST	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE
Salaries	\$ -	\$ -	\$ 4,368	\$ 8,918	\$ 11,248
Benefits	\$ -	\$ -	\$ 1,092	\$ 2,230	\$ 3,374
Processing Fee	\$ 1,200	\$ 2,000	\$ 7,000	\$ 11,000	\$ 11,000
Housing Payment	\$ 8,401	\$ 12,000	\$ 93,340	\$ 127,543	\$ 140,388
Subtotal EFA – Payments	\$ 9,601	\$ 14,000	\$ 105,800	\$ 149,691	\$ 166,010

2. EMERGENCY FINANCIAL ASSISTANCE – DEPOSITS

DIRECT CARE COST DIRECT CARE COST EMERGENCY FINANCIAL ASSISTANCE – DEPOSITS	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE
Processing Fee Processing Fee	\$ 200 \$ 200	\$ 300 \$ 300	PERIOD THREE \$ 600 \$ 3,600	PERIOD FOUR \$ 600 \$ 3,600	\$ 600
Deposit Assistance Processing Fee	\$ 1,200	\$ 300 1,700	\$ 3,600	\$ 3,600	\$ 3,600
Subtotal EFA – Deposits Deposit Assistance	\$ 1,200 \$ 400	\$ 1,700 \$ 2,000	\$ 3,600 \$ 4,200	\$ 3,600 \$ 4,200	\$ 4,200

~~\$ 1,400~~

3. SHORT-TERM SUPPORTIVE HOUSING Subtotal EFA – Deposits

<u>DIRECT CARE COST</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	PERIOD FIVE
Salaries 3. SHORT-TERM SUPPORTIVE HOUSING	\$ -	\$ -	\$ -	\$ -	\$ 33,743
Benefits <u>DIRECT CARE COST</u>	\$ -	PERIOD TWO	PERIOD THREE	PERIOD FOUR	\$ 10,123
–Processing Fee	\$ 751	\$ 1,830	\$ 1,545	\$ 4,175	\$ 5,010
–Housing Payment	\$ 32,248	\$ 96,370	\$ 82,455	\$ 184,488	\$ 150,392
Subtotal Short-Term Supportive Housing	\$ 32,999	\$ 98,200	\$ 84,000	\$ 188,663	\$ 199,268

TOTAL MAXIMUM OBLIGATION	\$ 44,000	\$ 114,200	\$ 194,000	\$ 342,554"	\$ 369,478"
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~~A. 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.~~

~~BUDGET/5) Exhibit A, II. Budget, subparagraph E.1, of the Contract is deleted in its entirety and replaced with the following:~~

~~B. **STAFFING MODIFICATIONS** — CONTRACTOR shall make written application to ADMINISTRATOR, in advance, to shift funds between budgeted line items for the purpose of meeting specific program needs, or for providing continuity of care to its members, 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 these costs.~~

~~C. 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/Funding Information

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

CFDA Year: ~~2019-20~~ 2021-22
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~~ 65,000

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 CFDA Year: ~~2019-20~~ 2021-22
 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

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~~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: \$123,633 (estimated annually)~~

Budget Year: ~~2020-21~~ 2021-22
~~CFDA No.: 93.914
 Program Title: HIV Emergency Relief Project Grants
 State Agency: Department of Health and Human Services
 Award Name: HIV Emergency Relief Project Grants (Ryan White Part A)
 Amount: \$164,460 (estimated annually)~~

~~Budget Year: 2020-21
 CFDA No.: 21.019
 Program Title: Corona Virus Relief Fund (CRF)
 State Agency: U.S. Department of Treasury
 Award Name: Federal Emergency Management Agency (CARES Act)
 Amount: \$19,250 (estimated)~~

~~Budget Year: 2020-21~~
 Program Title: Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases -Enhancing Detection Expansion (ELC Expansion)
 State Agency: California Department of Public Health
 Award Name: Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases Enhancing Detection Expansion (ELC Expansion)
 Amount: ~~\$35,181~~ 259,278"

~~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.”~~

46) Exhibit A, V. Services, subparagraph B.3., of the Contract is deleted in its entirety and replaced with the following:

"3. UNITS OF SERVICE – EFA – CONTRACTOR shall, at a minimum, provide the following units of service for Period ~~Four~~:Five:

EFA Housing Payments	110
EFA Payment Clients	4060
EFA Housing Deposits	86
EFA Deposit Clients	86 "

7) Exhibit A. V. Services, subparagraph C.3.a., of the Contract is deleted in its entirety and replaced with the following:

"a. CONTRACTOR shall, at a minimum, provide the following units of service for Period Five:

<u>Bed Nights</u>	<u>1,800</u>
<u>Unduplicated Clients</u>	<u>30"</u>

8) Exhibit A, VII. Staffing, of the Contract is deleted in its entirety and replaced with the following:

"I. 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 Contract.

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 for Period Five.

1. EMERGENCY FINANCIAL ASSISTANCE – PAYMENTS

<u>ADMINISTRATION</u>	-	
<u>Accountant</u>		<u>0.0688</u>
<u>Accounts Payable</u>		<u>0.0688</u>
<u>SUBTOTAL</u>		<u>0.1376</u>
	-	
<u>PROGRAM</u>	-	
<u>Housing Case Manager</u>		<u>0.2500</u>
<u>SUBTOTAL</u>		<u>0.2500</u>
	-	
<u>TOTAL EFA PAYMENT</u>		<u>0.3876</u>

2. EMERGENCY FINANCIAL ASSISTANCE – DEPOSITS

<u>ADMINISTRATION</u>	-	
<u>Accountant</u>		<u>0.0688</u>
<u>Accounts Payable</u>		<u>0.0688</u>
<u>TOTAL EFA DEPOSIT</u>		<u>0.1376</u>

3. SHORT-TERM SUPPORTIVE HOUSING

<u>ADMINISTRATION</u>	-	
<u>Accountant</u>		<u>0.0688</u>
<u>Accounts Payable</u>		<u>0.0688</u>
<u>SUBTOTAL</u>		<u>0.1376</u>
	-	
<u>PROGRAM</u>	-	
<u>Housing Case Manager</u>		<u>0.7500</u>
<u>SUBTOTAL</u>		<u>0.7500</u>
	-	
<u>TOTAL SHORT-TERM SUPPORTIVE HOUSING</u>		<u>0.8876</u>
	-	
<u>TOTAL CONTRACT FTEs</u>		<u>1.4128</u>

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

This Amendment No. 4011 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. 4011 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 4011 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 4011, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4011. 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 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

_____	_____
Print Name	Title
_____	_____
Signature	Date



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

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

_____	<u>Deputy County Counsel</u>
Print Name	Title
_____	_____
Signature	Date

