



**AMENDMENT NO. 9
TO
CONTRACT NO. MA-042-18010372
FOR
HIV Housing Services**

This Amendment ("Amendment No. 9") to Contract No. MA-042-18010372 for HIV Housing Services is made and entered into on January 13, 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 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 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 modified total contract amount not to exceed \$382,600, and renewable for one additional one-year period; and

WHEREAS, on April 22, 2020, the Parties executed Amendment No. 6 to increase Period Three by \$79,800 and to increase Period Four by \$22,518, for a modified total contract amount not to exceed \$484,918; and

WHEREAS, on August 15, 2020, the Parties executed Amendment No. 7 to increase the Period Four Maximum Obligation by \$58,663, for a modified total contract amount not to exceed \$543,581, and to amend the Referenced Contract Provisions and 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 modified total contract amount not to exceed \$562,831, to include Federal Emergency Management Agency (FEMA) required contract provisions, and to amend Exhibit A of the Contract to the reflect this increase; and

WHEREAS, the Parties now desire to enter into this Amendment No. 9 to increase the Period Four Maximum Obligation by an additional \$96,742, for a modified total contract amount not to exceed \$659,573; and

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

- 1) The Period Four Maximum Obligation is increased by \$96,742 from \$210,631 to \$307,373, for a new total contract amount not to exceed \$659,573, 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>307,373</u>
TOTAL MAXIMUM OBLIGATION:	\$ 659,573

- 3) 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. EMERGENCY FINANCIAL ASSISTANCE – PAYMENTS

DIRECT CARE COST	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Salaries	\$ -	\$ -	\$ 4,368	\$ 8,918
Benefits	\$ -	\$ -	\$ 1,092	\$ 2,230
Processing Fee	\$ 1,200	\$ 2,000	\$ 7,000	\$ 9,600
Housing Payment	\$ 8,401	\$ 12,000	\$ 93,340	\$ 114,871
Subtotal EFA - Payments	\$ 9,601	\$ 14,000	\$ 105,800	\$ 135,619

2. EMERGENCY FINANCIAL ASSISTANCE – DEPOSITS

DIRECT CARE COST	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Processing Fee	\$ 200	\$ 300	\$ 600	\$ 600
Deposit Assistance	\$ 1,200	\$ 1,700	\$ 3,600	\$ 3,600
Subtotal EFA - Deposits	\$ 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	\$ 3,340
Housing Payment	\$ 32,248	\$ 96,370	\$ 82,455	\$ 164,214
Subtotal Short-Term Supportive Housing	\$ 32,999	\$ 98,200	\$ 84,000	\$ 167,554

TOTAL MAXIMUM OBLIGATION	\$ 44,000	\$ 114,200	\$ 194,000	\$ 307,373
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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 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/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 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: \$123,633 (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: \$164,460 (estimated annually)

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

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.”

4) Exhibit A, V. Services, Paragraph B.3, Period Four, 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 per Term:

EFA Housing Payments	96
EFA Payment Clients	40
EFA Housing Deposits	8
EFA Deposit Clients	8"

5) Exhibit A. V. Services, Paragraph C.3.a., Period Four, is deleted in its entirety and replaced with the following:

"3. UNITS OF SERVICE – Short-Term Supportive Housing

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

Bed Nights	1,530
Unduplicated Clients	28

This Amendment No. 9 modifies the Contract and Amendment No. 1, No. 2, No. 3, No.4, No.5, No.6, No. 7, and No. 8 only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 8, Amendment No. 1, No. 2, No. 3, No.4, No.5, No. 6, No. 8, and the Contract, the terms and conditions of this Amendment No. 9 prevail.


In all other respects, the terms and conditions of the Contract, including Amendment No. 1 No. 2, No. 3, No.4, No.5, No. 6, No. 7, and No. 8 not specifically changed by this Amendment No. 9, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

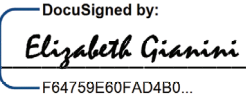
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 9. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, 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

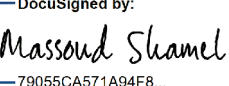
Herbert Hatanaka	Executive Director
Print Name	Title
 <small>9F3D6A063AB04F7...</small>	3/10/2021
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

Elizabeth Gianini	Administrative Manager II
Print Name	Title
 <small>F64759E60FAD4B0...</small>	3/10/2021
Signature	Date

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

Massoud Shame1	Massoud Shame1, Deputy County Counsel
Print Name	Title
 <small>79055CA571A94F8...</small>	3/22/2021
Signature	Date