



AMENDMENT NO. 910
TO
CONTRACT NO. MA-042-18010372
FOR
HIV Housing Services

This Amendment ("Amendment No. 910") to Contract No. MA-042-18010372 for HIV Housing Services is made and entered into on ~~January 13~~ May 25, 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. 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 ~~Terms~~ 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 ~~modified~~ 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 ~~modified~~ revised total contract amount not to exceed \$264,400; ~~and~~ 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 amend Exhibit A-3~~ to exercise the cost contingency to increase ~~to the~~ Period Two ~~amount~~ Maximum Obligation by \$4,000, for a ~~modified~~ revised total contract amount not to exceed \$268,400; ~~and~~ 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 ~~modified~~ revised total contract amount not to exceed \$272,400; ~~and~~ 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~~ 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~~ revised total contract amount not to exceed \$382,600, ~~and~~ 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 ~~to increase~~ the Period Four Maximum

Obligation by \$22,518, for a ~~modified~~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 ~~modified~~revised 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~~revised total contract amount not to exceed \$562,831, to ~~include~~add Federal Emergency Management Agency (FEMA) required contract provisions, and to amend Exhibit A of the Contract to ~~the~~ reflect this increase; and

~~WHEREAS, on January 13, 2021, the Parties executed Amendment No. 9 to increase the Period Four Maximum Obligation by an additional \$96,742, for a modified 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, the Parties now desire to enter into this 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 and to amend Exhibit A of the Contract to reflect this increase; and

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 is increased by ~~\$96,742~~\$35,181 from ~~\$210,631 to \$307,373~~ to \$342,554, for a ~~new revised~~ total contract amount not to exceed ~~\$659,573, on the amended terms and conditions. 694,754.~~
- 2) Page 4, Referenced Contract Provisions, lines 8 through 12 of the Contract ~~is~~are deleted in ~~its~~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:	307,373 <u>342,554</u>
TOTAL MAXIMUM OBLIGATION:	\$ 659,573 <u>694,754</u>

- 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 11,000
Housing Payment	\$ 8,401	\$ 12,000	\$ 93,340	\$ 114,871 127,543
Subtotal EFA - Payments	\$ 9,601	\$ 14,000	\$ 105,800	\$ 135,619149,691

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 4,175
Housing Payment	\$ 32,248	\$ 96,370	\$ 82,455	\$ 164,214 184,488
Subtotal Short-Term Supportive Housing	\$ 32,999	\$ 98,200	\$ 84,000	\$ 167,554188,663

TOTAL MAXIMUM OBLIGATION	\$ 44,000	\$ 114,200	\$ 194,000	\$ 307,373342,554"
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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~~shall make written application to ADMINISTRATOR, in advance, 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~~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~~Period and/or future contract ~~periods~~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: 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

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

-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
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)
 -Federal/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

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~~subparagraph B.3, ~~Period Four, 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 ~~per Term:~~ for Period Four:

EFA Housing Payments	<u>96110</u>
EFA Payment Clients	<u>40</u>
EFA Housing Deposits	<u>8</u>
EFA Deposit Clients	<u>8"</u>

- 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. 910 modifies the Contract ~~and Amendment No. 1, No. 2, No. 3, No.4, No.5, No., including all previous amendments, 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. 8,10~~ and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 910 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 10, remain in full force and effect.

~~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. 910. 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>
<u>Print Name</u>	<u>Title</u>
_____	_____
<u>Signature</u>	<u>Date</u>