

**AMENDMENT NO. 2****TO****CONTRACT NO. MA-042-22011375****FOR****HIV Housing Services**

This Amendment ("Amendment No. 2") to Contract No. MA-042-22011375 for HIV Housing Services is made and entered into on December 5, 2023 ("Effective Date") between Special Service for Groups, Inc. ("Contractor"), with a place of business at 905 East 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 May 10, 2022, the Parties executed Contract No. MA-042-22011375 for HIV Housing Services, effective July 1, 2022 through June 30, 2025, in an amount not to exceed \$417,600, renewable for one additional two-year Period ("Contract"); and

WHEREAS, on March 23, 2021, the Board of Supervisors approved HCA to accept the Grant Award and Agreement from the California Department of Public Health for additional COVID-19 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases Enhancing Detection Expansion (ELC 2) funds in the amount of \$338,463 for HIV Housing Services; and

WHEREAS, on May 27, 2022, County received a notification of award for Ryan White HIV/AIDS Program Part A HIV Emergency Relief Grant from the Health Resources and Services Administration (HRSA); and

WHEREAS, on June 28, 2022, the Board of Supervisors approved HCA to accept the Grant Award and Agreement with City of Anaheim for Housing Opportunities for Persons with AIDS Coronavirus AID, Relief, and Economic Security Act (CARES Act) funds in the amount of \$60,191; and

WHEREAS, on August 9, 2022, County received a notification of award for Housing Opportunities for Persons with AIDS (HOPWA) from the City of Anaheim; and

WHEREAS, on October 18, 2022, the Parties executed Amendment No. 1 to add ELC 2, HOPWA, and Ryan White Part A funds to Period One of the Contract in the total amount of \$228,768, for a revised Period One Amount Not to Exceed \$367,968 and a revised cumulative contract amount not to exceed \$646,368, and to amend Exhibit A of the Contract to reflect this increased funding and the appropriate references to the funding sources; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to add ELC 2 funds, and additional HOPWA and Ryan White Part A funds, to Period Two of the Contract in the total amount of \$233,474, and to amend Exhibit A of the Contract to reflect this increased funding, the appropriate references to the funding sources, and the expanded HIV Housing Services (Emergency Financial Assistance for Housing and Short Term Supportive Housing);

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 Two Amount Not to Exceed is increased by \$233,474 from \$139,200 to \$372,674, for a revised cumulative contract amount not to exceed \$879,842.
- 2) Referenced Contract Provisions, Maximum Obligation section, of the Contract is deleted in its entirety and replaced with the following:

"Amount Not to Exceed:

Period One Amount Not to Exceed:	\$ 367,968
Period Two Amount Not to Exceed:	\$ 372,674
Period Three Amount Not to Exceed:	<u>\$ 139,200</u>
TOTAL AMOUNT NOT TO EXCEED:	\$ 879,842"

- 3) All references in the Contract to "Maximum Obligation" are deleted in their entirety and replaced with "Amount Not to Exceed".
- 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:

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
1. EFA – PAYMENTS			
ADMINISTRATIVE COST			
Indirect	\$ 2,600	\$ 3,983	\$ 2,745
SUBTOTAL	<u>\$ 2,600</u>	<u>\$ 3,983</u>	<u>\$ 2,745</u>
PROGRAM COST			
Salaries	\$ 9,152	\$ 6,734	\$ 9,152
Benefits	2,288	1,494	2,563
Services and Supplies	\$ 11,960	\$ 23,789	\$ 15,740
Services and Supplies –			
Operations	2,240	2,289	2,240
EFA - Rent Payments	9,720	20,000	12,000
EFA - Utility Payments	0	1,500	1,500
SUBTOTAL	<u>\$ 23,400</u>	<u>\$ 32,017</u>	<u>\$ 27,455</u>
TOTAL EFA – PAYMENTS	\$ 26,000	\$ 36,000	\$ 30,200
2. EFA – DEPOSITS			
PROGRAM COST			
Services and Supplies			
EFA - Rent Deposit	4,200	4,500	0
EFA - Utility Deposit	0	500	0
SUBTOTAL	<u>\$ 4,200</u>	<u>\$ 5,000</u>	<u>\$ -</u>
TOTAL EFA – DEPOSITS	\$ 4,200	\$ 5,000	\$ -
3. SHORT-TERM SUPPORTIVE HOUSING			
ADMINISTRATIVE COST			
Indirect	<u>13,328</u>	<u>30,152</u>	<u>10,900</u>

SUBTOTAL	\$ 13,328	\$ 30,152	\$ 10,900
PROGRAM COST			
Salaries	\$ 44,408	\$ 48,473	\$ 36,608
Benefits	11,102	9,929	10,254
Services and Supplies	\$ 268,930	\$ 243,120	\$ 51,238
Services and Supplies – Operations	3,764	2,422	3,762
STSH Motel Stay	265,166	191,187	47,476
STSH Sober Living	0	49,511	0
SUBTOTAL	\$ 324,440	\$ 301,522	\$ 98,100
TOTAL SHORT-TERM SUPPORTIVE HOUSING	\$ 337,768	\$ 331,674	\$ 109,000
TOTAL CONTRACT BUDGET PER PERIOD	\$ 367,968	\$ 372,674	\$ 139,200

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

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

- a. CFDA Year: 2023-24
CFDA No.: 14.241
FAIN No.: CAH21-F010
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: \$85,800 (estimated annually)
R&D Award: No

- b. CFDA Year: 2023-24
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 Project Grants (B)
(Ryan White Part A)
Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%
Amount: \$247,579 (estimated annually)
R&D Award: No

c. CFDA Year: 2023-24
 CFDA No: 93.323
 FAIN No.: Department of Health and Human Services
 Program Title: Enhancing Detection Expansion (ELC 2)
 Federal Agency: California Department of Public Health (CDPH)
 Award Name: COVID-19 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases Enhancing Detection Expansion (ELC 2)
 Indirect Rate: California Department of Public Health Approved Indirect Cost Rate 20.717%
 Amount: \$39,295 (estimated)
 R&D Award: No

6) Exhibit A, V. Services, of the Contract 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 have 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. Except for Life Skills Training and Housing Coordination, CONTRACTOR shall document that each client has received and understands Client Rights and Responsibilities. For Life Skills Training and Housing Coordination, 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 MOU, 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 annually and timely eligibility confirmation (periodic checks) conducted in accordance with internal policies and procedures to identify any potential changes to a client's insurance, income and/or residency status that may affect eligibility. Internal policies and procedures must be approved by ADMINISTRATOR for the purpose of maintaining consistency with established standards and policies. 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. EMERGENCY FINANCIAL ASSISTANCE (EFA) FOR HOUSING

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 period, and subject to specific caps on the amount of assistance available and shall not be used as an on-going payment to the Client. There are two (2) types of assistance:

a. 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 up to one (1) month of Fair Market Rent in Orange County as established by the Department of Housing and Urban Development (HUD) for a one (1) bedroom unit (for up to two (2) individuals in a household) or a two (2) bedroom unit (for three (3) or more individuals in a household) depending on household size per year for rent or mortgage payments and up to three hundred dollars (\$300) per year for utilities. Deposits for rent and/or utilities may not exceed a five-year lifetime limit of two thousand five hundred dollars (\$2,500). Additional support may be provided to eligible individuals during a local, state, or national emergency/crisis with ADMINISTRATOR approval.

b. CONTRACTOR shall limit payments under the STAR program to once every three months. CONTRACTOR shall pay up to a percentage of Fair Market Rent for Orange County (percentage to be established annually by ADMINISTRATOR) for a one (1) bedroom unit (for up to two (2) individuals in a household) or a two (2) bedroom unit (for three (3) or more individuals in a household), available every three (3) months. Clients are limited to twenty-one (21) weeks of assistance for the EFA program in any twelve-month period. Clients receiving STAR assistance are subject to a five (5) year lifetime limit, with an exception for Clients who have no other sources of assistance that without STAR would become homeless. Additional support may be provided to eligible individuals during a local, state, or national emergency/crisis with ADMINISTRATOR approval.

c. CONTRACTOR shall coordinate Client's care with case manager. If being case managed, Clients receiving this service must be referred by a case manager.

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

e. Services to persons eligible for EFA or STAR shall be authorized no later than three (3) calendar days prior to the end of the month eligibility was determined by CONTRACTOR.

f. CONTRACTOR shall disseminate information describing the Short Term or Emergency Financial Assistance for Housing Payments program and eligibility requirements to individuals, groups, and private and public agencies that provide services to persons living with HIV.

g. Outcome measures for these services shall include increased number of clients who are virally suppressed and maintain 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 period:

	PERIOD ONE	PERIOD TWO	PERIOD THREE
<u>EFA-Payments</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>
Rent Payment	8	10	10
Unduplicated Clients	8	8	8
Utility Payment	0	5	0
Unduplicated Clients	0	5	0
<u>EFA-Deposit</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>
Rent Deposit	4	4	0
Unduplicated Clients	4	4	0
Utility Deposit	0	2	0
Unduplicated Clients	0	2	0

C. SHORT-TERM SUPPORTIVE HOUSING (STSH)

1. DEFINITION – The provision of interim housing in a motel or bed in a recovery residence. 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 STSH 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 coordinate 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 to 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 PLWH 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 two hundred dollars (\$200) 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 transitional 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 recovery residence 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 STSH to a maximum of 240 days in a two-year period. Additional days of housing services may be provided to eligible individuals during a local, state, or national emergency/crisis with ADMINISTRATOR approval.
- n. CONTRACTOR shall provide each Client with a Program Participation Agreement, 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 Agreement in order to receive STSH services under this Contract. Clients who do not comply with the provisions of the Participation Agreement may be dismissed 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 increased number of clients who are virally suppressed and 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 period:

<u>STSH</u>	PERIOD ONE	PERIOD TWO	PERIOD THREE
	<u>UOS/Clients</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>
Bed Nights - Motel Stay	3,720	2,910	1,000
Unduplicated	31	13	18
Bed Nights - Sober Living	0	2,184	0
Unduplicated	0	10	0

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

D. QUALITY MANAGEMENT (QM) ACTIVITIES

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.

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

7) Exhibit A, VI. Staffing, subparagraph C., of the Contract is deleted in its entirety and replaced with the following:

“C. STAFFING LEVELS - CONTRACTOR shall, at a minimum, provide the following staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week per period.

	PERIOD ONE	PERIOD TWO	PERIOD THREE
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
1. EFA – PAYMENTS			
Program			
Housing Specialist	<u>0.200</u>	<u>0.300</u>	<u>0.200</u>
Total EFA-Payments	0.200	0.300	0.200
2. SHORT-TERM SUPPORTIVE HOUSING			
Program			
Housing Specialist	<u>0.800</u>	<u>1.700</u>	<u>0.800</u>
Total Short-Term Supportive Housing	0.800	1.700	0.800
Total Contracted FTEs	<u>1.000</u>	<u>2.000</u>	<u>1.000</u>

This Amendment No. 2 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. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms, and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. 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 either 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.

SPECIAL SERVICE FOR GROUPS, INC.

BY: DocuSigned by:
Herbert Hatanaka
9F3D6A063AB04F7...

DATED: 10/24/2023

TITLE: Executive Director

BY: _____

DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____
HEALTH CARE AGENCY

DATED: _____

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

BY: DocuSigned by:
Brittany McLean
9713A4061D4343D...
DEPUTY

DATED: 10/25/2023