



AMENDMENT NO. 9

TO

CONTRACT NO. MA-042-18010374

FOR

HIV Housing Services

This Amendment ("Amendment No. 9") to Contract No. MA-042-18010374 for HIV Housing Services is made and entered into on May 25, 2021 ("Effective Date") between AIDS Services Foundation Orange County dba Radiant Health Centers ("Contractor"), with a place of business at 17982 Sky Park Circle, Suite J, Irvine, CA 92614, 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 23, 2017, the Parties executed Contract No. MA-042-18010374 for HIV Housing Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$1,462,290, renewable for two additional one-year Periods ("Contract"); and

WHEREAS, on April 5, 2018, the Parties agreed to decrease the Period One Maximum Obligation by \$25,497, for a revised total contract amount not to exceed \$1,436,793; and

WHEREAS, on August 8, 2018, the Parties executed Amendment No. 1 to amend the contractor name due to a fictitious name change, to exercise the cost contingency to increase the Period Two Maximum Obligation by \$48,743, for a revised total contract amount not to exceed \$1,485,536, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on June 2, 2020, the Parties executed Amendment No. 2 to increase the Period Three Maximum Obligation by \$276,000, for a revised total contract amount not to exceed \$1,761,536, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on July 1, 2020, the Parties executed Amendment No. 3 to renew the Contract for a period of one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$554,985 for the renewal period, for a revised total contract amount not to exceed \$2,316,521, renewable for one additional one-year period, and to amend Standard language paragraphs and Exhibit A of the Contract; and

WHEREAS, on August 24, 2020, the Parties executed Amendment No. 4 to increase the Period Four Maximum Obligation by \$126,372, for a revised total contract amount not to exceed \$2,442,893, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on September 1, 2020, the Parties executed Amendment No. 5 to increase the Period Four Maximum Obligation by \$500,000 in CARES Act funds, for a revised total contract amount not to exceed \$2,942,893, 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 October 14, 2020, the Parties executed Amendment No. 6 to increase the Period Four Maximum Obligation by \$65,000 in Ryan White Part A funds for Short-Term Supportive Housing Services, for a revised total contract amount not to exceed \$3,007,893, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on December 31, 2020, the Parties executed Amendment No. 7 to increase the Period Four Maximum Obligation by \$996,000 in Infectious Disease Infrastructure State funds for EFA-Payments and for Short-Term Supportive Housing Services, for a revised total contract amount not to exceed \$4,003,893, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, on January 15, 2021, the Parties executed Amendment No. 8 to decrease the Period Four Maximum Obligation by \$830,000 in Infectious Disease Infrastructure State funds for EFA-Payments and for Short-Term Supportive Housing Services and to increase the Period Four Maximum Obligation by \$103,000 in HOPWA COVID 19 funds for EFA-Payments, for a revised total contract amount not to exceed \$3,276,893, 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. 4, No. 6, No. 7, and No. 8; and

WHEREAS, the Parties now desire to enter into this Amendment No. 9 to increase the Period Four Maximum Obligation by \$58,333 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 \$58,333 from \$1,515,357 to \$1,573,690, for a revised total contract amount not to exceed \$3,335,226.
- 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:	\$ 461,933
Period Two Maximum Obligation:	536,173
Period Three Maximum Obligation:	763,430
Period Four Maximum Obligation:	<u>1,573,690</u>
TOTAL MAXIMUM OBLIGATION:	\$3,335,226

- 3) Exhibit A, II. Budget, subparagraph A, Period Four column of the Contract is deleted in its entirety and replaced with the following:

“PERIOD FOUR

1. EMERGENCY FINANCIAL ASSISTANCE – PAYMENTS

ADMINISTRATIVE COST

Salaries	\$ 2,600
Benefits	524
Services and Supplies	783
Professional Services	<u>93</u>
SUBTOTAL	\$ 4,000

Salaries	\$ 15,648
Benefits	3,711
Services and Supplies	
State Funds - Emergency Rent Payment	19,720
State ELC - Emergency Rent Payment	58,333

CARES Act - Emergency Rent Payment	176,510
HOPWA - Emergency Rent Payment	353,755
HOPWA - Emergency Mortgage Payment	820
HOPWA - Emergency Utilities	420
Professional Services	955
Services and Supplies - Operations	1,908
SUBTOTAL	<u>\$ 631,780</u>
TOTAL EFA - PAYMENTS	\$ 635,780

2. EMERGENCY FINANCIAL ASSISTANCE – DEPOSITS

ADMINISTRATIVE COST	
Salaries	\$ 4,121
Benefits	852
Services and Supplies	1,375
Professional Services	152
SUBTOTAL	<u>\$ 6,500</u>
PROGRAM COST	
Salaries	\$ 12,869
Benefits	3,219
Services and Supplies	
HOPWA - Emergency Rent Deposit	16,174
HOPWA - Emergency Mortgage Deposit	0
HOPWA - Emergency Utilities Deposit	760
Professional Services	2,093
Services and Supplies - Operations	3,385
SUBTOTAL	<u>\$ 38,500</u>
TOTAL EFA - DEPOSITS	\$ 45,000

3. EMERGENCY FINANCIAL ASSISTANCE – STAR HOUSING

ADMINISTRATIVE COST	
Salaries	\$ 3,031
Benefits	590
Services and Supplies	774
Professional Services	105
SUBTOTAL	<u>\$ 4,500</u>
PROGRAM COST	
Salaries	\$ 9,112
Benefits	2,084
Client Assist - Star HS/Housing	10,937
Client Assist - Star HS/Mortgage	600
Professional Services	1,031
Services and Supplies - Operations	1,736
SUBTOTAL	<u>\$ 25,500</u>
TOTAL STAR HOUSING	\$ 30,000

4. SHORT-TERM SUPPORTIVE HOUSING

ADMINISTRATIVE COST	
Salaries	\$ 8,742
Benefits	1,615
Services and Supplies	2,490
Professional Services	1,212
SUBTOTAL	<u>\$ 14,059</u>
PROGRAM COST	
Salaries	\$ 43,878
Benefits	11,010
Services and Supplies	
Client Assist - Trans HS / Motel Say	659,365
Client Assist - Trans HS / Sober Living	19,485
Professional Services	2,674
Services and Supplies - Operations	4,449
SUBTOTAL	<u>\$ 740,861</u>
TOTAL SHORT-TERM SUPPORTIVE HOUSING	\$ 754,920

5. HOUSING COORDINATION

ADMINISTRATIVE COST	
Salaries	\$ 4,068
Benefits	834
Services and Supplies	2,130
Professional Services	767
SUBTOTAL	<u>\$ 7,799</u>
PROGRAM COST	
Salaries	\$ 40,826
Benefits	11,080
Services and Supplies	
Professional Services	7,292
Services and Supplies - Operations	10,993
SUBTOTAL	<u>\$ 70,191</u>
TOTAL HOUSING COORDINATION	\$ 77,990

6. LIFE SKILLS TRAINING

ADMINISTRATIVE COST	
Salaries	\$ 1,547
Benefits	344
Services and Supplies	696
Professional Services	413
SUBTOTAL	<u>\$ 3,000</u>
PROGRAM COST	
Salaries	\$ 11,195
Benefits	3,310

Services and Supplies	
Professional Services	2,732
Services and Supplies - Operations	9,763
SUBTOTAL	<u>\$ 27,000</u>
TOTAL LIFE SKILLS TRAINING	\$ 30,000
TOTAL CONTRACT COSTS	\$1,573,690

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

“E. CFDA Federal and State Funding Information

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, for Period Four are specified below:

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: \$602,082

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: \$247,275 (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: CARES Act
Amount: \$500,000

Budget Year: 2020-21
Program Title: Infectious Disease Prevention and Control – Local Infrastructure
State Agency: California Department of Public Health
Award Name: Infectious Disease Prevention and Control – Local Infrastructure
Amount: \$166,000

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: \$58,333

5) 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:

EFA Housing Payments	550
EFA Payment Clients	165
EFA Deposit Payments	30
EFA Deposit Clients	30
STAR Payments	122
STAR Unduplicated Clients	32”


This Amendment No. 9 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. 9 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 9 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, 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, 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.

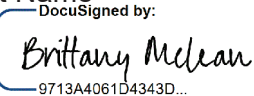
Contractor: AIDS Services Foundation Orange County dba Radiant Health Centers

Philip Yaeger	CEO
_____	_____
Print Name	Title
 <small>DocuSigned by: Philip Yaeger D2209F150CE740D...</small>	4/21/2021
_____	_____
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

Brittany McLean	Deputy County Counsel
_____	_____
Print Name	Title
 <small>DocuSigned by: Brittany McLean 9713A4061D4343D...</small>	4/21/2021
_____	_____
Signature	Date