

**AMENDMENT NO. 6****TO****CONTRACT NO. MA-042-18010374****FOR****HIV Housing Services**

This Amendment ("Amendment No. 6") to Contract No. MA-042-18010374 for HIV Housing Services is made and entered into on October 14, 2020 ("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 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 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 Period One Maximum Obligation by \$25,497, for a modified total contract amount not to exceed \$1,436,793; and

WHEREAS, on August 8, 2018, the Parties executed Amendment No. 1 to amend the Contract, effective July 1, 2017 through June 30, 2020, due to a fictitious name change and to amend Exhibit A to exercise contingency increase to Period Two Maximum Obligation by \$48,743, for a modified total contract amount not to exceed \$1,485,536; and

WHEREAS, on June 2, 2020, the Parties executed Amendment No. 2 to increase the Period Three Maximum Obligation by \$276,000, for a modified 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 this renewal period, for a new total contract amount not to exceed \$2,316,521, and renewable for one additional one-year period; and,

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

WHEREAS, on September 1, 2020, the Parties executed Amendment No. 5 to increase the Period Four Maximum Obligation by an additional \$500,000 in CARES Act funds, for a modified total contract amount not to exceed \$2,942,893, to include Federal Emergency Management Agency (FEMA) required contract provisions, and to amend Exhibit A of the Contract to reflect this increase; and,

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to increase the Period Four Maximum Obligation by an additional \$65,000 in Ryan White Part A funds for Short-Term Supportive Housing Services, for a modified total contract amount not to exceed \$3,007,893; 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 \$65,000 from \$1,181,357 to \$1,246,357, for a new total contract amount not to exceed \$3,007,893, 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:	\$ 461,933
Period Two Maximum Obligation:	536,173
Period Three Maximum Obligation:	763,430
Period Four Maximum Obligation:	<u>1,246,357</u>
TOTAL MAXIMUM OBLIGATION:	\$3,007,893”

- 3) Exhibit A, II. Period Four 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

ADMINISTRATIVE COST

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

PROGRAM COST

Salaries	\$ 15,648
Benefits	3,711
Services and Supplies	
CARES Act - Emergency Rent Payment	176,510
HOPWA - Emergency Rent Payment	215,755
HOPWA - Emergency Mortgage Payment	820
HOPWA - Emergency Utilities	420
Professional Services	955
Services and Supplies - Operations	1,908
SUBTOTAL	<u>\$ 415,727</u>

TOTAL EFA - PAYMENTS	\$ 419,727
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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	36,174
HOPWA - Emergency Mortgage Deposit	0
HOPWA - Emergency Utilities Deposit	760
Professional Services	2,093
Services and Supplies - Operations	3,385
SUBTOTAL	<u>\$ 58,500</u>
TOTAL EFA - DEPOSITS	\$ 65,000

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
Services and Supplies	
Client Assist - Star HS/Housing	25,937
Client Assist - Star HS/Mortgage	600
Professional Services	1,031
Services and Supplies - Operations	1,736
SUBTOTAL	<u>\$ 40,500</u>
TOTAL STAR HOUSING	\$ 45,000

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 Stay	513,085
Client Assist - Trans HS / Sober Living	19,485
Professional Services	2,674
Services and Supplies - Operations	4,449
SUBTOTAL	\$ 594,581
TOTAL SHORT-TERM SUPPORTIVE HOUSING	\$ 608,640

5. HOUSING COORDINATION

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

6. LIFE SKILLS TRAINING

ADMINISTRATIVE COST	
Salaries	\$ 1,547
Benefits	344
Services and Supplies	696
Professional Services	413
SUBTOTAL	\$ 3,000
PROGRAM COST	
Salaries	\$ 11,195
Benefits	3,310
Services and Supplies	
Professional Services	2,732
Services and Supplies - Operations	9,763
SUBTOTAL	\$ 27,000
TOTAL LIFE SKILLS TRAINING	\$ 30,000
TOTAL CONTRACT COSTS	\$ 1,246,357

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 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 shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining 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 Information

1. This Contract includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Contract 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:	\$499,082 (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:	\$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

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 Contract.”

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

“3. UNITS OF SERVICE – Short-term Supportive Housing

CONTRACTOR shall, at a minimum, provide the following units of service per fourth Period:

Bed Nights	9,924
Unduplicated Clients	144”

5) Exhibit A, VII. Staffing, Paragraph C 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.

“VI. STAFFING

1. EMERGENCY FINANCIAL ASSISTANCE – PAYMENTS

ADMINISTRATION

Executive Director	0.0020
Executive Assistant	0.0020
HR Generalist	0.0020
Chief of Finance & Operations	0.0030
Finance Manager	0.0030
Staff Accountant	0.0030
Accounting Clerk	0.0030
Receptionist	<u>0.0030</u>
SUBTOTAL	0.0210

PROGRAM

Sr. Director of Programs	0.0404
Director of Housing and Benefits	0.0500
Housing Case Manager	<u>0.1538</u>
SUBTOTAL	0.2442

TOTAL EFA PAYMENT 0.2652

2. EMERGENCY FINANCIAL ASSISTANCE – DEPOSITS

ADMINISTRATION

Executive Director	0.0050
Executive Assistant	0.0050

HR Generalist	0.0050
Chief of Finance & Operations	0.0050
Finance Manager	0.0050
Staff Accountant	0.0050
Accounting Clerk	0.0050
Receptionist	<u>0.0050</u>
SUBTOTAL	0.0400

PROGRAM	
Sr. Director of Programs	0.0390
Director of Housing and Benefits	0.0480
Housing Case Manager	<u>0.1490</u>
SUBTOTAL	0.2360

TOTAL EFA DEPOSIT 0.2760

3. EMERGENCY FINANCIAL ASSISTANCE – STAR HOUSING

ADMINISTRATION	
Executive Director	0.0030
Executive Assistant	0.0030
HR Generalist	0.0030
Chief of Finance & Operations	0.0040
Finance Manager	0.0040
Staff Accountant	0.0040
Accounting Clerk	0.0040
Receptionist	<u>0.0040</u>
SUBTOTAL	0.0290

PROGRAM	
Sr. Director of Programs	0.0270
Director of Housing and Benefits	0.0340
Housing Case Manager	<u>0.1040</u>
SUBTOTAL	0.1650

TOTAL STAR HOUSING 0.1940

4. SHORT-TERM SUPPORTIVE HOUSING

ADMINISTRATION	
Executive Director	0.0100
Executive Assistant	0.0100
HR Generalist	0.0100
Chief of Finance & Operations	0.0120
Finance Manager	0.0120
Staff Accountant	0.0120
Accounting Clerk	0.0120
Receptionist	<u>0.0100</u>
SUBTOTAL	0.0880

PROGRAM	
Sr. Director of Programs	0.2100
Director of Housing and Benefits	0.0710
Housing Case Manager	<u>0.5040</u>
SUBTOTAL	0.7850
 TOTAL SHORT-TERM SUPPORTIVE HOUSING	 0.8730

5. HOUSING COORDINATION

ADMINISTRATION	
Executive Director	0.0080
Executive Assistant	0.0080
HR Generalist	0.0080
Chief of Finance & Operations	0.0090
Finance Manager	0.0090
Staff Accountant	0.0090
Accounting Clerk	0.0090
Receptionist	<u>0.0090</u>
SUBTOTAL	0.0690
 PROGRAM	
Housing Case Manager	0.3040
Sr. Director of Programs	0.0380
Director of Housing and Benefits	<u>0.3300</u>
SUBTOTAL	0.6720
 TOTAL HOUSING COORDINATION	 0.7410

6. LIFE SKILLS TRAINING

ADMINISTRATION	
Executive Director	0.0020
Executive Assistant	0.0020
HR Generalist	0.0020
Chief of Finance & Operations	0.0020
Finance Manager	0.0020
Staff Accountant	0.0020
Accounting Clerk	0.0020
Receptionist	<u>0.0020</u>
SUBTOTAL	0.0160
 PROGRAM	
Housing Case Manager	0.3030
Director of Housing and Benefits	0.0160
Transportation Supervisor	<u>0.0400</u>
SUBTOTAL	0.3590
 TOTAL LIFE SKILLS TRAINING	 <u>0.3750</u>
 TOTAL CONTRACT FTEs	 2.7242"

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


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

SIGNATURE PAGE FOLLOWS


SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5. If the 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.

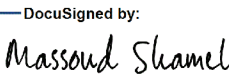
Contractor: AIDS Services Foundation Orange County dba Radiant Health Centers

Philip Yaeger	CEO
Print Name	Title
 <small>D2209F150CE740D...</small>	11/16/2020
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>	11/16/2020
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