

**AMENDMENT NO. 10**

TO

**CONTRACT NO. MA-042-18010374**

FOR

**HIV Housing Services**

This Amendment (“Amendment No. 10”) to Contract No. MA-042-18010374 for HIV Housing Services is made and entered into on July 1, 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, on or about May 25, 2021, the Parties executed Amendment No. 9 to increase the Period Four Maximum Obligation by \$58,333, for a revised total contract amount not to exceed \$3,335,226, and to amend Exhibit A of the Contract to reflect this increase; and

WHEREAS, the Parties now desire to enter into this Amendment No. 10 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Exhibit A of the Contract.

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 Contract is renewed for a period of one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,575,756 for this renewal period, for a revised total contract amount not to exceed \$4,910,982; on the amended terms and conditions.
- 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:	1,573,690
Period Five Maximum Obligation:	<u>1,575,756</u>
TOTAL MAXIMUM OBLIGATION:	\$4,910,982

- 3) Paragraph XVII. Maximum Obligation, subparagraph B, of the Contract is deleted in its entirety and replaced with the following:

"A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in the Referenced Contract Provisions of this Contract. It is understood by the Parties that the Total Maximum Obligation of COUNTY may not be expended during the Contract's term and the separate Maximum Obligations for each period under the Contract may not be expended in the period specified in the Referenced Contract Provisions of this Contract. It is further understood by the Parties that any of the Total Maximum Obligation of COUNTY not expended during the Contract's term may be included in any renewal term of the Contract.

B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two, Period Three, Period Four, and Period Five Maximum Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this Contract."

- 4) Exhibit A, II. Budget, subparagraph A, Period Five column is added to the Contract as follows:

	"PERIOD FIVE
1. EMERGENCY FINANCIAL ASSISTANCE – PAYMENTS	
ADMINISTRATIVE COST	
Salaries	\$ 4,200
Benefits	900
Services and Supplies	1,900
Professional Services	200
SUBTOTAL	<u>\$ 7,200</u>
PROGRAM COST	
Salaries	\$ 20,000
Benefits	3,300
Services and Supplies	
State ELC - Emergency Rent Payment	624,486
HOPWA - Emergency Rent Payment	38,760
HOPWA - Emergency Mortgage Payment	820
HOPWA - Emergency Utilities	420
Professional Services	2,400
Services and Supplies - Operations	4,500
SUBTOTAL	<u>\$ 694,686</u>
TOTAL EFA - PAYMENTS	\$ 701,886
2. EMERGENCY FINANCIAL ASSISTANCE – DEPOSITS	
ADMINISTRATIVE COST	
Salaries	\$ 2,600
Benefits	500
Services and Supplies	1,500
Professional Services	100
SUBTOTAL	<u>\$ 4,700</u>
PROGRAM COST	
Salaries	\$ 16,000
Benefits	4,000
Services and Supplies	
HOPWA - Emergency Rent Deposit	35,840
HOPWA - Emergency Mortgage Deposit	
HOPWA - Emergency Utilities Deposit	760
Professional Services	1,300
Services and Supplies - Operations	2,400
SUBTOTAL	<u>\$ 60,300</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	\$	4,500

## 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	\$	40,500

TOTAL STAR HOUSING \$ 45,000

## 4. SHORT-TERM SUPPORTIVE HOUSING

## ADMINISTRATIVE COST

Salaries	\$	8,750
Benefits		1,620
Services and Supplies		2,550
Professional Services		1,220
SUBTOTAL	\$	14,140

## PROGRAM COST

Salaries	\$	44,000
Benefits		11,000
Services and Supplies		
Client Assist - Trans HS / Motel Say		569,560
Client Assist - Trans HS / Sober Living		10,000
Professional Services		2,680
Services and Supplies - Operations		4,500
SUBTOTAL	\$	641,740

TOTAL SHORT-TERM SUPPORTIVE HOUSING \$ 655,880

## 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	<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 \$1,575,756"

5) 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 Five are specified below:

CFDA Year: 2021-22  
 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: \$372,710

CFDA Year: 2021-22  
 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: \$179,720

Budget Year: 2021-22  
 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: \$1,023,326

6) 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 Five:

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

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

"a. CONTRACTOR shall, at a minimum, provide the following units of service for Period Five:

Bed Nights	10,000
Unduplicated Clients	120"

8) Exhibit A., V. Services, subparagraph D.3. of the Contract is deleted in its entirety and replaced with the following:

"3. UNITS OF SERVICE - Housing Coordination – CONTRACTOR shall, at a minimum, provide direct one-on-one assistance as follows for Period Five:

Housing Coordination Contacts	600
Unduplicated Clients	250"

9) Exhibit A., V. Services, subparagraph E.3. of the Contract is deleted in its entirety and replaced with the following:

"3. UNITS OF SERVICE – Life Skills - CONTRACTOR shall, at a minimum, provide units of service as follows for Period Five:

Workshops	50
Average Clients per Workshop	20
Unduplicated Clients	70"

10) 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 for Period Five.

1. EMERGENCY FINANCIAL ASSISTANCE – PAYMENTS

ADMINISTRATION

Executive Director	0.0050
Executive Assistant	0.0050
HR Generalist	0.0050
Chief of Finance & Operations	0.0050
Director of Finance	0.0050
Staff Accountant	0.0050
Accounting Clerk	0.0050
Receptionist	0.0050
SUBTOTAL	0.0400

PROGRAM

Chief Programs Officer	0.0390
Director of Housing and Benefits	0.0480
Housing Case Manager	<u>0.1490</u>
SUBTOTAL	0.2360

TOTAL EFA PAYMENT 0.2760

2. EMERGENCY FINANCIAL ASSISTANCE – DEPOSITS

ADMINISTRATION

Executive Director	0.0020
Executive Assistant	0.0020
HR Generalist	0.0020
Chief of Finance & Operations	0.0030
Director of Finance	0.0030
Staff Accountant	0.0030
Accounting Clerk	0.0030
Receptionist	0.0030
SUBTOTAL	0.0210

PROGRAM

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

TOTAL EFA DEPOSIT 0.2652

## 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
Director of Finance	0.0040
Staff Accountant	0.0040
Accounting Clerk	0.0040
Receptionist	<u>0.0040</u>

SUBTOTAL 0.0290

## PROGRAM

Chief Programs Officer	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
Director of Finance	0.0120
Staff Accountant	0.0120
Accounting Clerk	0.0120
Receptionist	<u>0.0100</u>

SUBTOTAL 0.0880

## PROGRAM

Chief Programs Officer	0.2130
Director of Housing and Benefits	0.0420
Housing Case Manager	<u>0.5060</u>

SUBTOTAL 0.7610

TOTAL SHORT-TERM SUPPORTIVE HOUSING 0.8490

## 5. HOUSING COORDINATION

## ADMINISTRATION

Executive Director	0.0080
Executive Assistant	0.0080
HR Generalist	0.0080
Chief of Finance & Operations	0.0090
Director of Finance	0.0090
Staff Accountant	0.0090
Accounting Clerk	0.0090



Receptionist	<u>0.0090</u>
SUBTOTAL	0.0690
PROGRAM	
Chief Programs Officer	0.0380
Director of Housing and Benefits	0.3300
Housing Case Manager	<u>0.3040</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
Director of Finance	0.0020
Staff Accountant	0.0020
Accounting Clerk	0.0020
Receptionist	<u>0.0020</u>
SUBTOTAL	0.0160
PROGRAM	
Director of Housing and Benefits	0.0160
Housing Case Manager	0.3030
Transportation Supervisor	<u>0.0400</u>
SUBTOTAL	0.3590
TOTAL LIFE SKILLS TRAINING	<u>0.3750</u>
TOTAL CONTRACT FTEs	2.7002"

This Amendment No.10 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. 10 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 10 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.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 10. 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

DocuSigned by:  
*Philip Yaeger*  
D2209F150CE740D...  
Signature

4/21/2021

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

DocuSigned by:  
*Brittany McLean*  
9713A4061D4343D...  
Sig.

4/21/2021

Date