

**AMENDMENT NO. 89**

TO

CONTRACT NO. MA-042-18010374

FOR

HIV Housing Services

This Amendment (“Amendment No. 89”) to Contract No. MA-042-18010374 for HIV Housing Services is made and entered into on ~~January 15~~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 ~~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 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 ~~modified~~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 ~~Contract, effective July 1, 2017 through June 30, 2020, contractor name~~ due to a fictitious name change ~~and to amend Exhibit A,~~ to exercise the cost contingency to increase to the Period Two Maximum Obligation by \$48,743, for a ~~modified~~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 ~~modified~~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~~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~~the renewal period, for a ~~new~~revised total contract amount not to exceed \$2,316,521, ~~and~~-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 ~~modified~~revised total contract amount not to exceed \$2,442,893, and to amend Exhibit A of the Contract to ~~the~~-reflect ~~the~~this 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~~revised total contract amount not to exceed \$2,942,893, to ~~include~~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 ~~an additional~~ \$65,000 in Ryan White Part A funds for Short-Term Supportive Housing Services, for a ~~modified~~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 ~~an additional~~ \$996,000 in Infectious Disease Infrastructure State funds for EFA-Payments and for Short-Term Supportive Housing Services, for a ~~modified~~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 ~~now desire to enter into this~~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 ~~by \$103,000~~ for EFA-Payments, for a ~~modified~~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 ~~decreased~~increased by ~~\$727,000~~58,333 from ~~\$2,2421,515,357~~ to ~~\$1,515,357~~573,690, for a ~~new~~revised total contract amount not to exceed ~~\$3,276,893, on the amended terms and conditions~~335,226.
- 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;	\$ 461,933
Period Two Maximum Obligation:	536,173
Period Three Maximum Obligation:	763,430
Period Four Maximum Obligation:	<u>1,515,357573,690</u>
TOTAL MAXIMUM OBLIGATION:	\$3,276,893 <u>335,226</u>

- 3) Exhibit A, II. Budget, subparagraph A, Period Four Budget column 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:~~

"PERIOD FOUR"

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		
State Funds - Emergency Rent Payment		19,720
<u>State ELC - Emergency Rent Payment</u>		<u>58,333</u>
CARES Act - Emergency Rent Payment		176,510
HOPWA - Emergency Rent Payment		318 <u>353,755</u>
HOPWA - Emergency Mortgage Payment		820
HOPWA - Emergency Utilities		420
Professional Services		955
Services and Supplies - Operations		1,908
SUBTOTAL	\$	<u>538,447</u> <u>631,780</u>
TOTAL EFA - PAYMENTS	\$	<u>542,447</u> <u>635,780</u>

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 <u>16,174</u>
HOPWA - Emergency Mortgage Deposit		0
HOPWA - Emergency Utilities Deposit		760
Professional Services		2,093
Services and Supplies - Operations		3,385
SUBTOTAL	\$	<u>58</u> <u>38,500</u>
TOTAL EFA - DEPOSITS	\$	<u>65</u> <u>45,000</u>

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		2510,937
Client Assist - Star HS/Mortgage		600
Professional Services		1,031
Services and Supplies - Operations		1,736
SUBTOTAL	\$	4025,500
TOTAL STAR HOUSING	\$	4530,000

4. SHORT-TERM SUPPORTIVE HOUSING

ADMINISTRATIVE COST		-
Salaries	\$	8,742
Benefits		1,615
Services and Supplies		2,490
Professional Services		1,212
SUBTOTAL	\$	14,059
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	\$	740,861
TOTAL SHORT-TERM SUPPORTIVE HOUSING	\$	754,920

5. HOUSING COORDINATION

ADMINISTRATIVE COST		-
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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 ~~\$1,515,357~~ 573,690

~~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 these 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.~~

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 ~~(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

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

~~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.”~~

45) Exhibit A, V. Services, ~~Paragraph~~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 per fourthfor Period Four:~~

EFA Housing Payments	<u>240550</u>
EFA Payment Clients	<u>130165</u>
EFA Deposit Payments	30
EFA Deposit Clients	30
STAR Payments	122
STAR Unduplicated Clients	32”

~~5) 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	10,600
Unduplicated Clients	100”

~~6) 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

	0.002
Executive Director	0
	0.002
Executive Assistant	0
	0.002
HR Generalist	0
	0.003
Chief of Finance & Operations	0
	0.003
Finance Manager	0
	0.003
Staff Accountant	0
	0.003
Accounting Clerk	0
	<u>0.003</u>
Receptionist	0

SUBTOTAL 0.0210

PROGRAM

	-
	0.040
Sr. Director of Programs	4
	0.050
Director of Housing and Benefits	0
	<u>0.153</u>
Housing Case Manager	8

SUBTOTAL 0.2442

TOTAL EFA PAYMENT 0.2652

~~2. EMERGENCY FINANCIAL ASSISTANCE — DEPOSITS~~

ADMINISTRATION

	0.005
Executive Director	0
Executive Assistant	0.005
HR Generalist	
	0.005
Chief of Finance & Operations	0
	0.005
Finance Manager	0

		0.005
	Staff Accountant	0
		0.005
	Accounting Clerk	0
		<u>0.005</u>
	Receptionist	<u>0</u>
SUBTOTAL		0.0400
PROGRAM		
		0.039
	Sr. Director of Programs	0
		0.048
	Director of Housing and Benefits	0
		<u>0.149</u>
	Housing Case Manager	<u>0</u>
SUBTOTAL		0.2360
TOTAL EFA DEPOSIT		0.2760
3. EMERGENCY FINANCIAL ASSISTANCE — STAR HOUSING		
ADMINISTRATION		
		0.003
	Executive Director	0
		0.003
	Executive Assistant	0
		0.003
	HR Generalist	0
		0.004
	Chief of Finance & Operations	0
		0.004
	Finance Manager	0
		0.004
	Staff Accountant	0
		0.004
	Accounting Clerk	0
		<u>0.004</u>
	Receptionist	<u>0</u>
SUBTOTAL		0.0290
PROGRAM		
		0.027
	Sr. Director of Programs	0
		0.034
	Director of Housing and Benefits	0
		<u>0.104</u>
	Housing Case Manager	<u>0</u>
SUBTOTAL		0.1650
TOTAL STAR HOUSING		0.1940
4. SHORT-TERM SUPPORTIVE HOUSING		

ADMINISTRATION		0.010
	Executive Director	0
		0.010
	Executive Assistant	0
		0.010
	HR Generalist	0
		0.012
	Chief of Finance & Operations	0
		0.012
	Finance Manager	0
		0.012
	Staff Accountant	0
		0.012
	Accounting Clerk	0
		<u>0.010</u>
	Receptionist	<u>0</u>
SUBTOTAL		0.0880
		0.213
	Sr. Director of Programs	0
		0.069
	Director of Housing and Benefits	0
		<u>0.506</u>
	Housing Case Manager	<u>0</u>
SUBTOTAL		0.7880
TOTAL SHORT-TERM SUPPORTIVE HOUSING		0.8760
5. HOUSING COORDINATION		
ADMINISTRATION		
		0.008
	Executive Director	0
		0.008
	Executive Assistant	0
		0.008
	HR Generalist	0
		0.009
	Chief of Finance & Operations	0
		0.009
	Finance Manager	0
		0.009
	Staff Accountant	0
		0.009
	Accounting Clerk	0
		<u>0.009</u>
	Receptionist	<u>0</u>
SUBTOTAL		0.0690
PROGRAM		

		0.304
	Housing Case Manager	0
		0.038
	Sr. Director of Programs	0
		<u>0.330</u>
	Director of Housing and Benefits	0
SUBTOTAL		0.6720
TOTAL HOUSING COORDINATION		0.7410

6. LIFE SKILLS TRAINING

ADMINISTRATION

		0.002
	Executive Director	0
		0.002
	Executive Assistant	0
		0.002
	HR Generalist	0
		0.002
	Chief of Finance & Operations	0
		0.002
	Finance Manager	0
		0.002
	Staff Accountant	0
		0.002
	Accounting Clerk	0
		<u>0.002</u>
	Receptionist	0
SUBTOTAL		0.0160

PROGRAM

		0.303
	Housing Case Manager	0
		0.016
	Director of Housing and Benefits	0
		<u>0.040</u>
	Transportation Supervisor	0
SUBTOTAL		0.3590
TOTAL LIFE SKILLS TRAINING		<u>0.3750</u>
TOTAL CONTRACT FTEs		2.7272 ²

This Amendment No. 89 modifies the Contract ~~and Amendment No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, and No. 7, including all previous amendments~~, 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, and No. 7~~, 9 and the Contract, ~~including all previous amendments~~, the terms and conditions of this Amendment No. 89 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.

~~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, and No. 7 not specifically changed by this Amendment No. 8, remain in full force and effect.~~

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~89~~. 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, 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

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

Print Name

Deputy County Counsel

Title

Signature

Date