

**AMENDMENT NO. 1****TO****CONTRACT NO. MA-042-22011374****FOR****HIV Housing Services**

This Amendment ("Amendment No. 1") to Contract No. MA-042-22011374 for HIV Housing Services is made and entered into on October 18, 2022 ("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 10, 2022, the Parties executed Contract No. MA-042-22011374 for HIV Housing Services, effective July 1, 2022 through June 30, 2025, in an amount not to exceed \$1,714,290, 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 HOPWA from the City of Anaheim; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to add ELC 2, HOPWA CARES Act, HOPWA, and Ryan White Part A funds to the Contract in the total amount of \$319,824, to increase HIV Housing Services for Period One of the Contract and to amend Exhibit A of the Contract to reflect this increased funding and the appropriate references to funding sources;

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 One Maximum Obligation is increased by \$319,824 from \$571,430 to \$891,254, for a revised cumulative contract amount not to exceed \$2,034,114.
- 2) Referenced Contract Provisions, Maximum Obligation section of the Contract is deleted in its entirety and replaced with the following:

"Maximum Obligation:

Period One Maximum Obligation:	\$ 891,254
Period Two Maximum Obligation:	\$ 571,430
Period Three Maximum Obligation:	<u>\$ 571,430</u>
TOTAL MAXIMUM OBLIGATION:	\$ 2,034,114"

- 3) 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			
Salaries	\$ 10,350	\$ 4,519	\$ 4,519
Benefits	2,000	1,130	1,130
Services and Supplies	2,905	1,000	1,000
Professional Services	1,340	320	320
SUBTOTAL	\$ 16,595	\$ 6,969	\$ 6,969
PROGRAM COST			
Salaries	\$ 32,609	\$ 30,114	\$ 30,114
Benefits	7,790	7,529	7,529
Services and Supplies	\$ 257,338	\$ 55,984	\$ 55,984
Services and Supplies - Operations	13,945	5,682	5,682
Professional Services	10,800	2,154	2,154
EFA - Rent Payments	230,593	47,648	47,648
EFA - Utility Payments	2,000	500	500
SUBTOTAL	\$ 297,737	\$ 93,627	\$ 93,627
TOTAL EFA - PAYMENTS	\$ 314,332	\$ 100,596	\$ 100,596
2. EFA – DEPOSITS			
ADMINISTRATIVE COST			
Salaries	\$ 1,117	\$ 1,117	\$ 1,117
Benefits	279	279	279
Services and Supplies	300	300	300
Professional Services	80	80	80
SUBTOTAL	\$ 1,776	\$ 1,776	\$ 1,776
PROGRAM COST			
Salaries	\$ 7,437	\$ 7,437	\$ 7,437
Benefits	1,859	1,859	1,859
Services and Supplies	\$ 11,918	\$ 11,918	\$ 11,918
Services and Supplies - Operations	1,388	1,388	1,388
Professional Services	530	530	530
EFA - Rental Deposits	10,000	10,000	10,000
SUBTOTAL	\$ 21,214	\$ 21,214	\$ 21,214
TOTAL EFA - DEPOSITS	\$ 22,990	\$ 22,990	\$ 22,990

3. EFA – STAR HOUSING

4. HOUSING COORDINATION

5. SHORT-TERM SUPPORTIVE HOUSING

STSH Recovery Residence	18,000	18,000	18,000
SUBTOTAL	\$ 398,078	\$ 305,215	\$ 305,215
TOTAL SHORT-TERM SUPPORTIVE HOUSING	\$ 424,528	\$ 318,440	\$ 318,440
6. LIFE SKILLS TRAINING			
ADMINISTRATIVE COST			
Salaries	\$ 1,544	\$ 1,544	\$ 1,544
Benefits	386	386	386
Services and Supplies	430	430	430
Professional Services	140	140	140
SUBTOTAL	\$ 2,500	\$ 2,500	\$ 2,500
PROGRAM COST			
Salaries	\$ 12,582	\$ 12,582	\$ 12,582
Benefits	3,146	3,146	3,146
Services and Supplies	\$ 6,772	\$ 6,772	\$ 6,772
Services and Supplies - Operations	5,862	5,862	5,862
Professional Services	910	910	910
SUBTOTAL	\$ 22,500	\$ 22,500	\$ 22,500
TOTAL LIFE SKILLS TRAINING	\$ 25,000	\$ 25,000	\$ 25,000
TOTAL CONTRACT BUDGET PER PERIOD	\$ 891,254	\$ 571,430	\$ 571,430"

- 4) 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: 2022-23
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: \$417,417 (estimated annually)
R&D Award: No
- b. CFDA Year: 2022-23
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: \$308,951 (estimated annually)
- R&D Award: No
- c. CFDA Year: 2022-23
CFDA No: 14.241
FAIN No.: CAH20-FHW010
Program Title: City of Anaheim HOPWA Coronavirus AID, Relief, and Economic
Security Act (CARES Act)
Federal Agency: N/A
City of Anaheim HOPWA Coronavirus AID, Relief, and Economic
Award Name: Security Act (CARES Act)
Indirect Rate: California Department of Public Health Approved Indirect Cost Rate
20.717%
Amount: \$60,191 (estimated)
R&D Award: No
- d. CFDA Year: 2022-23
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: \$338,463 (estimated)
R&D Award: No"

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 per period:

	PERIOD ONE	PERIOD TWO	PERIOD THREE
<u>EFA-Payments</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>
EFA - Rent Payment	220	47	47
Unduplicated Clients	214	45	45
EFA - Utility Payments	20	5	5
Unduplicated Clients	20	5	5

EFA-Deposit

Deposit - Rent	12	12	12
Unduplicated Clients	12	12	12

County of Orange, Health Care Agency

MA-042-22011374

STAR

Rent Payment	36	36	36
Unduplicated Clients	9	9	9
Mortgage Payment	4	4	4
Unduplicated Clients	1	1	1"

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

"a. CONTRACTOR shall, at a minimum, provide the following units of service per period:

	PERIOD ONE	PERIOD TWO	PERIOD THREE
<u>STSH</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>	<u>UOS/Clients</u>
Bed Nights	3,219	2,420	2,420
Unduplicated	70	57	57"

- 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			
Administration			
Chief Executive Officer	0.011	0.005	0.005
Senior Executive Assistant	0.011	0.005	0.005
Director of Human Resources	0.011	0.005	0.005
Chief Programs Officer	0.011	0.005	0.005
Chief Financial Officer	0.011	0.005	0.005
Senior Accountant	0.011	0.005	0.005
Staff Accountant	0.011	0.005	0.005
Accounting Assistant	0.011	0.005	0.005
Data Support Technician	0.011	0.005	0.005
Program QA and Improvement Administrator	0.011	0.005	0.005
Subtotal Administration	0.110	0.047	0.047
Program			
Ryan White Manager	0.014	0.013	0.013
Housing Supervisor	0.162	0.150	0.150

Housing Case Manager	0.405	0.375	0.375
Housing Case Manager	<u>0.027</u>	<u>0.025</u>	<u>0.025</u>
Subtotal Program	0.608	0.563	0.563
Total EFA-Payments	0.718	0.610	0.610

2. EFA – DEPOSITS**Administration**

Chief Executive Officer	0.001	0.001	0.001
Senior Executive Assistant	0.001	0.001	0.001
Director of Human Resources	0.001	0.001	0.001
Chief Programs Officer	0.001	0.001	0.001
Chief Financial Officer	0.001	0.001	0.001
Senior Accountant	0.001	0.001	0.001
Staff Accountant	0.001	0.001	0.001
Accounting Assistant	0.001	0.001	0.001
Data Support Technician	0.001	0.001	0.001
Program QA and Improvement Administrator	<u>0.001</u>	<u>0.001</u>	<u>0.001</u>
Subtotal Administration	0.012	0.012	0.012

Program

Ryan White Manager	0.013	0.013	0.013
Housing Supervisor	0.025	0.025	0.025
Housing Case Manager	0.075	0.075	0.075
Housing Case Manager	<u>0.025</u>	<u>0.025</u>	<u>0.025</u>
Subtotal Program	0.138	0.138	0.138
Total EFA-Deposits	0.150	0.150	0.150

3. EFA – STAR HOUSING**Administration**

Chief Executive Officer	0.001	0.001	0.001
Senior Executive Assistant	0.001	0.001	0.001
Director of Human Resources	0.001	0.001	0.001
Chief Programs Officer	0.001	0.001	0.001
Chief Financial Officer	0.001	0.001	0.001
Senior Accountant	0.001	0.001	0.001
Staff Accountant	0.001	0.001	0.001
Accounting Assistant	0.001	0.001	0.001
Data Support Technician	0.001	0.001	0.001
Program QA and Improvement Administrative	<u>0.001</u>	<u>0.001</u>	<u>0.001</u>
Subtotal Administration	0.014	0.014	0.014

Program

Ryan White Manager	0.013	0.013	0.013
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Housing Supervisor	0.025	0.025	0.025
Housing Case Manager	0.025	0.025	0.025
Housing Case Manager	<u>0.125</u>	<u>0.125</u>	<u>0.125</u>
Subtotal Program	0.188	0.188	0.188
Total STAR Housing	0.202	0.202	0.202

4. HOUSING COORDINATION

Administration

Chief Executive Officer	0.004	0.004	0.004
Senior Executive Assistant	0.004	0.004	0.004
Director of Human Resources	0.004	0.004	0.004
Chief Programs Officer	0.004	0.004	0.004
Chief Financial Officer	0.004	0.004	0.004
Senior Accountant	0.004	0.004	0.004
Staff Accountant	0.004	0.004	0.004
Accounting Assistant	0.004	0.004	0.004
Data Support Technician	0.004	0.004	0.004
Program QA and Improvement			
Administrative	<u>0.004</u>	<u>0.004</u>	<u>0.004</u>
Subtotal Administration	0.041	0.041	0.041

Program

Ryan White Manager	0.025	0.025	0.025
Housing Supervisor	0.300	0.300	0.300
Housing Case Manager	0.275	0.275	0.275
Housing Case Manager	<u>0.125</u>	<u>0.125</u>	<u>0.125</u>
Subtotal Program	0.725	0.725	0.725
Total Housing Coordination	0.766	0.766	0.766

5. SHORT-TERM SUPPORTIVE HOUSING

Administration

Chief Executive Officer	0.017	0.008	0.008
Senior Executive Assistant	0.017	0.008	0.008
Director of Human Resources	0.017	0.008	0.008
Chief Programs Officer	0.017	0.008	0.008
Chief Financial Officer	0.017	0.008	0.008
Senior Accountant	0.017	0.008	0.008
Staff Accountant	0.017	0.008	0.008
Accounting Assistant	0.017	0.008	0.008
Data Support Technician	0.017	0.008	0.008
Program QA and Improvement			
Administrative	<u>0.017</u>	<u>0.008</u>	<u>0.008</u>
Subtotal Administration	0.170	0.084	0.084

Program

Ryan White Manager	0.039	0.038	0.038
Housing Supervisor	0.364	0.350	0.350
Housing Case Manager	0.078	0.075	0.075
Housing Case Manager	<u>0.649</u>	<u>0.625</u>	<u>0.625</u>
Subtotal Program	1.130	1.088	1.088
Total Short-Term Supportive Housing	1.300	1.172	1.172

6. LIFE SKILLS TRAINING**Administration**

Chief Executive Officer	0.002	0.002	0.002
Senior Executive Assistant	0.002	0.002	0.002
Director of Human Resources	0.002	0.002	0.002
Chief Programs Officer	0.002	0.002	0.002
Chief Financial Officer	0.002	0.002	0.002
Senior Accountant	0.002	0.002	0.002
Staff Accountant	0.002	0.002	0.002
Accounting Assistant	0.002	0.002	0.002
Data Support Technician	0.002	0.002	0.002
Program QA and Improvement			
Administrative	<u>0.002</u>	<u>0.002</u>	<u>0.002</u>
Subtotal Administration	0.020	0.020	0.020

Program

Ryan White Manager	0.013	0.013	0.013
Housing Supervisor	0.050	0.050	0.050
Housing Case Manager	0.100	0.100	0.100
Housing Case Manager	0.025	0.025	0.025
Transportation Coordinator	<u>0.050</u>	<u>0.050</u>	<u>0.050</u>
Subtotal Program	0.238	0.238	0.238
Total Life Skills Training	0.258	0.258	0.258

Total Contracted FTEs	3.393	3.156	3.156"
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This Amendment No.1 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. 1 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 1, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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.

AID SERVICES FOUNDATION ORANGE COUNTY
DBA RADIANT HEALTH CENTERS

BY:  _____
DocuSigned by:
Philip Yaeger
D2209F150CE740D...

DATED: 9/14/2022

TITLE: CEO

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: 9/14/2022