

1 ~~FIRST~~SECOND AMENDMENT TO AGREEMENT FOR PROVISION OF
2 HIV HOUSING SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 AIDS SERVICES FOUNDATION ORANGE COUNTY
7 JULY 1, 2011 THROUGH JUNE 30, 2012

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9 | THIS ~~FIRST~~SECOND AMENDMENT TO AGREEMENT entered into this ~~15th~~22nd day of
10 ~~December 2011~~May 2012, which date is enumerated for purposes of reference only, is by and between
11 the COUNTY OF ORANGE (COUNTY) and AIDS SERVICES FOUNDATION ORANGE COUNTY,
12 a California nonprofit corporation (CONTRACTOR), whereby the parties agree to amend that certain
13 Agreement for the provision of Human Immunodeficiency Virus (HIV) Housing Services dated July 1,
14 2011 (Agreement).

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16 1. Page 4, line 5 of the Agreement is amended to read as follows:

17 “**Maximum Obligation:** \$~~476,644~~549,609”

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1 2. Subparagraph II.A. of Exhibit A to the Agreement is amended to read as follows:

2 "A. The following budget is set forth for informational purposes only and may be adjusted by
3 mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

4
5 1. SHORT-TERM OR EMERGENCY FINANCIAL ASSISTANCE

6
7 ADMINISTRATIVE COST

| | | |
|----|--------------------------------|------------|
| 8 | Salaries | \$ 14,519 |
| 9 | Benefits | 3,199 |
| 10 | Operating Expenses | |
| 11 | Travel/Transportation/Training | 0 |
| 12 | Equipment | 0 |
| 13 | Facility and Operating | 1,843 |
| 14 | Communication | 261 |
| 15 | Professional Services | <u>654</u> |
| 16 | SUBTOTAL | \$ 20,476 |

17
18 DIRECT CARE COST

| | | |
|----|--------------------------------|---------------|
| 19 | Salaries | \$ 23,687 |
| 20 | Benefits | 5,665 |
| 21 | Operating Expenses | |
| 22 | Travel/Transportation/Training | 0 |
| 23 | Equipment | 0 |
| 24 | Facility and Operating | 4,275 |
| 25 | Communication | 656 |
| 26 | Professional Services | 774 |
| 27 | EFA Rent | 97,738 |
| 28 | EFA Utilities | 3,500 |
| 29 | STAR Payments | <u>48,000</u> |
| 30 | SUBTOTAL | \$184,295 |

31
32 TOTAL COSTS \$204,771

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| 1 | 2. TRANSITIONAL HOUSING | |
| 2 | | |
| 3 | ADMINISTRATIVE COST | |
| 4 | Salaries | \$ 12,441 |
| 5 | Benefits | 2,576 |
| 6 | Operating Expenses | |
| 7 | Travel/Transportation/Training | 0 |
| 8 | Equipment | 0 |
| 9 | Facility and Operating | 2,028 |
| 10 | Communication | 286 |
| 11 | Professional Services | <u>759</u> |
| 12 | SUBTOTAL | \$ 18,090 |
| 13 | | |
| 14 | DIRECT CARE COST | |
| 15 | Salaries | \$ 31,239 |
| 16 | Benefits | 7,247 |
| 17 | Operating Expenses | |
| 18 | Travel/Transportation/Training | 147 |
| 19 | Equipment | 0 |
| 20 | Facility and Operating | 5,478 |
| 21 | Communication | 831 |
| 22 | Professional Services | 1,021 |
| 23 | Motel Stay/ <u>Transitional Housing</u> | <u>169,310</u> 100,722 |
| 24 | Sober Living Costs | <u>20,520</u> 16,143 |
| 25 | SUBTOTAL | <u>\$234,793</u> 162,828 |
| 26 | | |
| 27 | TOTAL COSTS | <u>\$253,883</u> 180,918 |
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| 1 | 3. HOUSING COORDINATION | |
| 2 | | |
| 3 | ADMINISTRATIVE COST | |
| 4 | Salaries | \$ 4,891 |
| 5 | Benefits | 1,126 |
| 6 | Operating Expenses | |
| 7 | Travel/Transportation/Training | 0 |
| 8 | Equipment | 0 |
| 9 | Facility and Operating | 643 |
| 10 | Communication | 91 |
| 11 | Professional Services | <u>477</u> |
| 12 | SUBTOTAL | \$ 7,228 |
| 13 | | |
| 14 | DIRECT CARE COST | |
| 15 | Salaries | \$46,812 |
| 16 | Benefits | 10,669 |
| 17 | Operating Expenses | |
| 18 | Travel/Transportation/Training | 782 |
| 19 | Equipment | 0 |
| 20 | Facility and Operating | 6,207 |
| 21 | Communication | 4,582 |
| 22 | Professional Services | <u>1,711</u> |
| 23 | SUBTOTAL | \$70,763 |
| 24 | | |
| 25 | TOTAL COST | \$77,991 |
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| 1 | 4. LIFE SKILLS TRAINING | |
| 2 | | |
| 3 | ADMINISTRATIVE COST | |
| 4 | Salaries | \$ 871 |
| 5 | Benefits | 191 |
| 6 | Operating Expenses | |
| 7 | Travel/Transportation/Training | 0 |
| 8 | Equipment | 0 |
| 9 | Facility and Operating | 125 |
| 10 | Communication | 18 |
| 11 | Professional Services | <u>90</u> |
| 12 | SUBTOTAL | \$ 1,295 |
| 13 | | |
| 14 | DIRECT CARE COST | |
| 15 | Salaries | \$ 6,629 |
| 16 | Benefits | 1,479 |
| 17 | Operating Expenses | |
| 18 | Travel/Transportation/Training | 0 |
| 19 | Equipment | 0 |
| 20 | Facility and Operating | 1,168 |
| 21 | Communication | 165 |
| 22 | Professional Services | 230 |
| 23 | Transitional HS/Life Skills Expense | <u>1,998</u> |
| 24 | SUBTOTAL | \$ 11,669 |
| 25 | | |
| 26 | TOTAL COSTS | \$ 12,964 |
| 27 | | |
| 28 | 5. TOTAL CONTRACT COST | <u>\$549,609</u> 476,644 |
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3. Subparagraph II.E.1. of Exhibit A to the Agreement is amended to read as follows:

“1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Agreement are specified below:

CFDA Year: 2011
 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: ~~\$464,288~~476,644 (estimated)”

CFDA Year: 2011
CFDA No.: 93.914
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)
Amount: \$85,321 (estimated)”

4. Subparagraph VII.B. ~~5.4.~~ 4. of Exhibit A to the Agreement is ~~added~~ amended to read as follows:

~~“5. STAFFING~~ 4. UNITS OF SERVICE - CONTRACTOR shall, at a minimum, provide the following ~~staff expressed in Full-Time Equivalents (FTEs), which shall be equal to an average~~ units of ~~forty (40) hours worked per week.~~ service:

| <u>ADMINISTRATIVE STAFF</u> | <u>FTEs</u> | <u>UNITS OF SERVICE</u> |
|---|-------------|-------------------------|
| — Director of Finance and Operations | | 0.0312 |
| — Finance Administrator | | 0.0312 |
| — Data Manager | | 0.0312 |
| — Network Administrator | | 0.0312 |
| — Staff Accountant | | 0.0312 |
| — Data Programmer | | 0.0312 |
| — Executive Assistant | | 0.0624 |
| — Executive Director | | 0.0094 |
| SUBTOTAL | | 0.2590 |
| <u>DIRECT CARE STAFF</u> | | |
| — Director of Supportive Services | | 0.0500 |

| | | |
|---|--|------------------------------|
| 1 | EFA Housing Supervisor Payments | <u>210</u> 0.0150 |
| 2 | Housing Case Manager EFA Unduplicated | <u>134</u> 0.5100 |
| 3 | <u>Clients</u> | |
| 4 | SUBTOTAL STAR Payments | <u>124</u> 0.5750 |
| 5 | <u>STAR Unduplicated Clients</u> | <u>39</u> |
| 6 | TOTAL FTEs | 0.8339 |

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5. Subparagraph VII.C.4.a. of Exhibit A to the Agreement is amended to read as follows:

“a. CONTRACTOR shall, at a minimum, provide the following units of service:

| | <u>Units of Service</u> |
|---------------------------------|-------------------------------|
| Transitional Housing Bed Nights | <u>4,628</u> 2,873 |
| Unduplicated Clients | <u>100</u> 59 |

~~6. Subparagraph VII.C.5. of Exhibit A to the Agreement is amended to read as follows:~~

~~“ 5. STAFFING — CONTRACTOR, at a minimum, provide the following paid staffing expressed in Full-Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours of work per week:~~

| <u>ADMINISTRATIVE STAFF</u> | <u>FTEs</u> |
|---|-------------------|
| — Director of Finance and Operations | 0.0358 |
| — Finance Administrator | 0.0358 |
| — Data Manager | 0.0358 |
| — Network Administrator | 0.0358 |
| — Staff Accountant | 0.0358 |
| — Data Programmer | 0.0358 |
| — Executive Assistant | 0.0147 |
| — Executive Director | 0.0007 |
| SUBTOTAL | 0.2302 |
| <u>DIRECT CARE STAFF</u> | |
| — Director of Supportive Services | 0.1640 |
| — Housing Supervisor | 0.3400 |

| | | |
|----|--|---------------------------|
| 1 | —Housing Case Manager | <u>0.0500</u> |
| 2 | SUBTOTAL | <u>0.5540</u> |
| 3 | | |
| 4 | TOTAL FTEs | <u>0.7842²</u> |
| 5 | # | |
| 6 | # | |
| 7 | # | |
| 8 | # | |
| 9 | # | |
| 10 | # | |
| 11 | # | |
| 12 | 7. Subparagraph VII.D.5. of Exhibit A to the Agreement is amended to read as follows: | |
| 13 | “ 5. STAFFING — CONTRACTOR, at a minimum, provide the following paid staffing | |
| 14 | expressed in Full-Time Equivalent (FTEs), which shall be equal to an average of forty (40) hours of | |
| 15 | work per week: | |
| 16 | | |
| 17 | <u>ADMINISTRATIVE STAFF</u> | <u>FTEs</u> |
| 18 | — Director of Finance and Operations | <u>0.0072</u> |
| 19 | — Finance Administrator | <u>0.0072</u> |
| 20 | — Data Manager | <u>0.0072</u> |
| 21 | — Network Administrator | <u>0.0072</u> |
| 22 | — Staff Accountant | <u>0.0072</u> |
| 23 | — Data Programmer | <u>0.0072</u> |
| 24 | — Executive Assistant | <u>0.0361</u> |
| 25 | — Executive Director | <u>0.0054</u> |
| 26 | SUBTOTAL | <u>0.0847</u> |
| 27 | | |
| 28 | <u>DIRECT CARE STAFF</u> | |
| 29 | — Director of Supportive Services | <u>0.1100</u> |
| 30 | — Housing Supervisor | <u>0.5300</u> |
| 31 | — Housing Case Manager | <u>0.3450</u> |
| 32 | SUBTOTAL | <u>0.9850</u> |
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| 34 | TOTAL FTEs | <u>1.0697²</u> |
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12 ~~8. Subparagraph VII.E.5. of Exhibit A to the Agreement is amended to read as follows:~~

13 ~~“ 5. STAFFING — CONTRACTOR, at a minimum, provide the following paid staffing~~
 14 ~~expressed in Full-Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours of~~
 15 ~~work per week:~~

| <u>ADMINISTRATIVE STAFF</u> | <u>FTEs</u> |
|---|--------------------------------|
| — Director of Finance and Operations | 0.0009 |
| — Data Programmer | 0.0009 |
| — Network Administrator | 0.0009 |
| — Finance Administrator | 0.0009 |
| — Staff Accountant | 0.0009 |
| — Executive Assistant | 0.0009 |
| — Data Manager | 0.0051 |
| — Executive Director | 0.0026 |
| SUBTOTAL | 0.0131 |
| | |
| <u>DIRECT CARE STAFF</u> | |
| — Housing Supervisor | 0.0550 |
| — Housing Case Manager | 0.0950 |
| SUBTOTAL | 0.1500 |
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| TOTAL FTEs | 0.1631²² |

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36 In all other respects, the terms if the Agreement not specifically changed by this ~~First~~Second
 37 Amendment shall remain in full force and effect.

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1 | IN WITNESS WHEREOF, the parties have executed this ~~First~~Second Amendment to Agreement, in
2 | the County of Orange, State of California.

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4 | AIDS SERVICES FOUNDATION ORANGE COUNTY

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6 | BY: _____ DATED: _____

7 |
8 | TITLE: _____
9 |

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13 |
14 | COUNTY OF ORANGE

15 |
16 |
17 | BY: _____ DATED: _____

18 | HEALTH CARE AGENCY
19 |

20 |
21 |
22 | APPROVED AS TO FORM
23 | OFFICE OF THE COUNTY COUNSEL
24 | ORANGE COUNTY, CALIFORNIA
25 |

26 |
27 |
28 | BY: _____ DATED: _____

29 | DEPUTY
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34 | If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 | President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 | or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 | or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by HCA.