

AGREEMENT FOR SERVICES #763-PHD0508
AMENDMENT I

This Amendment I to that Agreement for Services #763-PHD0508, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Foothills AIDS Foundation, Inc., a California Non-Profit Public Benefit Corporation, qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 12183 Locksley, #205, Auburn, CA 95603; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, Contractor has been engaged by County to render Housing Opportunities for People With AIDS (hereinafter referred to as "HOPWA") services for individuals and families in El Dorado and Alpine Counties who are living with HIV/AIDS, in accordance with Agreement for Services #763-PHD0508 dated August 20, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article II – Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **Article X – Notice to Parties**; and

WHEREAS, the parties hereto have mutually agreed to amend Exhibit E-2, Budget;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #763-PHD0508 shall be amended a first time as follows:

All references in the original agreement to the "County Public Health Department" or "PHD" shall be deemed to refer to the Public Health Division of the Health Services Department.

Article II: Term – shall be amended in its entirety to read as follows:

ARTICLE II

Term: The term of this Agreement is July 1, 2008 through December 31, 2009 unless cancelled by either party per the stipulations of Articles VIII and IX herein.

Article III: Compensation for Services – shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: Payment for HOPWA services shall be monthly in arrears based on a consolidated invoice for all qualifying services provided, plus administrative costs at 3.5% of the total. Documentation as described in Exhibit E-1 (Client Service Type Detail Report) shall accompany each invoice and must be furnished to the El Dorado County Health Services Department – Public Health Fiscal Administration Manager no later than the 15th working day of each month following services. Payment will be within 45 days of approval of the invoice and the accompanying HOPWA report forms. The total maximum payment to Contractor for HOPWA services during the term of this Agreement shall not exceed \$67,831.82, of which a maximum of \$2,033.82 shall be for administrative costs (see Amended Exhibit E-2, Monthly Budget and Fiscal Report for breakout).

Contractor shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: timesheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenses.

Article X: Notice to Parties – shall be amended in its entirety to read as follows:

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTENTION: MICHAEL UNGEHEUER
COMMUNITY PUBLIC HEALTH NURSING MANAGER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SIERRA FOOTHILLS AIDS FOUNDATION
12183 LOCKSLEY, #205
AUBURN, CA 95603
ATTENTION: SUSAN FARRINGTON, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of that Agreement #763-PHD0508 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Neda West, Director
Health Services Department

Dated: 6-26-09

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763-PHD0508, A1

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #763-PHD0508 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____
Ron Briggs, Chairman
Board of Supervisors
"County"

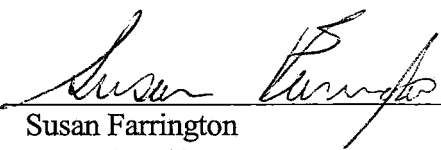
Dated: _____

ATTEST:
*Suzanne Allen de Sanchez Clerk
of the Board of Supervisors*

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

SIERRA FOOTHILL AIDS FOUNDATION
A California Non Profit Public Benefit Corporation

By:  _____
Susan Farrington
Executive Director
"Contractor"

Dated: 6.30.09

AMENDED EXHIBIT E-2
MONTHLY BUDGET AND FISCAL REPORT
 763-PHD0508

Agency: County of El Dorado, Health Services Department – Public Health

Program: Emergency Housing Assistance

Funding Source: HOPWA Funding DFDA#@ 14.238

Funding Source: HOPWA Funding CFDA# 14241

Term of Contract: July 1, 2008 through December 31, 2009

Budget Period: From: _____ To: _____

Budget Items	Actual Expenses		Allocated Budget	Funds Remaining
	Current Period	Cumulative To Date		
Short Term Emergency Housing Assistance			\$65,798.00	
Administrative Costs			2,033.82	
Total			\$67,831.82	