

**AGREEMENT FOR SERVICES #8075**  
**AMENDMENT I**

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**This First Amendment** to that Agreement for Services #8075, is 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 Whole Person Learning, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11816 Kemper Road, Auburn, California 95603 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide Housing Navigation and Maintenance Program (HNMP) services for eligible young adults who are eighteen (18) through twenty-four (24) years old, inclusive, with priority given to young adults in the foster care system to secure and maintain housing, pursuant to Agreement for Services #8075, dated November 6, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update contract provisions, amending **ARTICLE I, Scope of Services**,

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2025 for two (2) additional year, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$94,832, and to include a new fee schedule for the Agreement, amending **ARTICLE III, Compensation for Services**, and **ARTICLE IV, Maximum Obligation**, and adding **Amended Exhibit B**, marked "Amended HNMP Monthly Budget";

**WHEREAS**, the parties hereto desire to amend the Agreement to update standard contract language, amending **ARTICLE XVII, Notice to Parties**, and **ARTICLE XXVIII, Contract Administrator**;

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #8075;

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #8075 on the following terms and conditions:

1) **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide HNMP services to help young adults who are eighteen (18) through twenty-four (24) years of age, inclusive, to secure and maintain housing by providing housing navigators, with priority given to young adults currently or formerly in the foster care system.

- A. Services: Contractor shall provide HNMP services to County clients to include, but not be limited to:
1. Assist young adults aged eighteen (18) through twenty-four (24), inclusive, to secure and maintain housing (with priority given to young adults in the foster care system);
  2. Provide housing case management which includes essential services in emergency supports;
  3. Provide Foster Youth to Independence (FYI) supportive services including but not limited to outreach, case management, and emergency assistance when not otherwise available;
  4. Prevent young adults from becoming homeless;
  5. Improve coordination of services and linkages to community resources.
- B. Training: Contractor shall provide training on HNMP and related services to County staff (or others as applicable) as requested. Said training shall provide trainees and County staff with an overview of the housing resources available including, but not limited to housing navigation, permanent affordable housing, Transitional Housing Program-Plus, and Housing Choice Vouchers. The training should address how to access and receive a referral to existing housing resources and explain the County's Social Worker and/or Probation Officer's role in identifying unstable housing situations for youth and referring youth to housing assistance programs.
- C. Data Collection, Retention and Reporting:
1. Contractor shall maintain books, records, documents, or other evidence that demonstrates the funding was used for the appropriate purposes, as laid out in Article I, "Scope of Services." Said books, records, documents, and/or other evidence shall be made available for audit and inspection by Health and Human Services Agency (HHSA) as requested for a period of three (3) years.
  2. Contractor shall provide a completed Exhibit A marked "Monthly Housing Navigation and Maintenance Program (HNMP) Reporting to County of El Dorado," incorporated herein and made by reference a part hereof, on a monthly basis to the Contract Administrator.

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to County within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to the County until the requested written reports have been submitted. At its sole option, County may delay payment until such time as the reports are received, in addition, County may proceed as set forth herein the Article titled, "Default, Termination, and Cancellation."

Reports shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>Fax</i>
<u>leslie.griffith@edcgov.us</u> and <u>SSCWSinvoice@edcgov.us</u> Please include in the subject line: “Contract #, Service Month, Description/Program”	County of El Dorado Health and Human Services Agency Attn: Leslie Griffith Re: Agreement #8075 Fax: (530)626-7427

or to such other location or email as County directs.

- 2) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period effective November 6, 2023 through June 30, 2027.

- 3) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified, Contractor shall submit invoices for services thirty (30) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, Scope of Services. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of invoice(s) identifying services rendered.

- A. **Rates:** For the period beginning November 6, 2023, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the Exhibit B marked “HNMP Monthly Budget” incorporated herein and made by reference a part hereof.

For the period beginning on the effective date of this First Amendment to the Agreement, and continuing through the remaining term of the Agreement, for the services provided herein, the billing rate shall be as defined in Amended Exhibit B marked “Amended HNMP Monthly Budget,” attached hereto and incorporated by reference herein. Said monthly rate shall be prorated per Participant for any month in which only a partial month of service was provided, based upon available funding. These monthly rates shall be inclusive of all Contractor costs including but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

Rates may be updated annually upon written approval, to include electronic communication, from County’s Contract Administrator or designee. Contractor shall



submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Contractor's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or
5. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties." In no event shall the maximum obligation of the Agreement be exceeded.

- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the HHSa invoice template linked online at <https://ElDoradoCounty.ca.gov/HHSa-Contractor-Resources>, and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><a href="mailto:SSCWSinvoice@edcgov.us">SSCWSinvoice@edcgov.us</a> Please include in the subject line: "Contract #, Service Month, Description/Program"</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location or email as County directs.

**Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables and reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

- 4) **ARTICLE IV, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$149,714, inclusive of all costs, taxes, and expenses.

- 5) **ARTICLE XVII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XVII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
Email: [hhsa-contracts@edcgov.us](mailto:hhsa-contracts@edcgov.us)

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent  
Email: [procon@edcgov.us](mailto:procon@edcgov.us)

or to such other location or email as the County directs.

Notices to Contractor shall be addressed as follows:

WHOLE PERSON LEARNING, INC.  
11816 Kemper Road  
Auburn, CA 95603  
ATTN: Christina Nicholson, Director  
[wplcep@pacbell.net](mailto:wplcep@pacbell.net)

or to such other location or email as the Contractor directs.

- 6) **ARTICLE XXVIII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

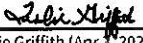
**ARTICLE XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Protective Services,

HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.


Except as herein amended, all other parts and sections of that Agreement #8075 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Leslie Griffith, MSW  
Assistant Director, Protective Services  
Health and Human Services Agency

Dated: 04/03/2025

**Requesting Department Head Concurrence:**

By:   
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

Dated: 04/03/2025

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8075 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Chair  
Board of Supervisors  
"County"

Dated: 5/20/25

Attest:

Kim Dawson  
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 5/20/25

-- WHOLE PERSON LEARNING, INC. --

By: 

Christina (Apr 4, 2025 14:01 PDT)

Christina Nicholson  
Chief Executive Officer/Secretary  
"Contractor"

Dated: 04/04/2025

By: 

Joseph Nicholson (Apr 4, 2025 14:15 PDT)

Joseph Nicholson  
Chief Financial Officer  
"Contractor"

Dated: 04/04/2025

**Whole Person Learning, Inc.  
Amended Exhibit B  
Amended HNMP Monthly Budget**

<b>BUDGET:</b>	<b>Housing Navigation and Maintenance Services</b>	<b>Monthly Cost Per Participant</b>
<b>Administration &amp; Personnel Expenses</b>	Case Manager/Youth Coach/Navigator (secure and maintain housing, independent living skills support, financial recordkeeping) ~ Staff Mileage	\$450.00
		\$50.00
	Payroll Taxes & Workers Compensation (17%)	\$77.00
	Director	\$150.00
	<b>Subtotal</b>	<b>\$727.00</b>
<b>Program Expenses</b>	Program budget may be used towards, but not limited to: rental subsidy, housing deposits, grocery vouchers, utilities, transportation, clothing, health care, etc. (these dollars are intended to be spent flexibly to support the housing needs of the population being served).	\$1,800.00 *Rental only \$800.00*
	<b>Subtotal</b>	<b>\$1,800.00</b> <b>*Rental only \$800.00*</b>
<b>Total Budget: Total of administration and housing per participant per month</b>		<b>\$2,527.00</b> <b>*Rental only \$1,527.00*</b>

*\*The Rental only budget is used by the vendor when a one-time deposit is not required to secure housing. The budget includes housing assistance, that may be used toward rent, grocery vouchers, utilities, transportation, employment, education, healthcare, etc., and personnel and administrative costs.*

<b>BUDGET:</b>	<b>Housing Navigation and Maintenance Services</b>	<b>Cost Per Training</b>
<b>Training Expenses</b>	Research and preparation, materials (quick reference matrix of housing resources and contacts, how/when to guide for referrals), coordination of a collaborative training team, training presentation, follow up consultation with county CWS staff to assess/design additional trainings.	\$830.00
	<b>Subtotal</b>	<b>\$830.00</b>
<b>Total Budget: Total per training</b>		<b>\$830.00</b>



<b>BUDGET:</b>	<b>Housing Navigation and Maintenance Services</b>	<b>Hourly Cost Per Participant</b>
<b>Foster Youth to Independence (FYI) Voucher Expenses</b>	Case Manager (outreach/engagement for FYI voucher referrals, case management, access to supportive services, addressing barriers to housing and navigation maintenance, etc.), direct support, payroll taxes, and administrative costs.	\$60.00
		<b>Maximum Budget Per Participant</b>
<b>FYI Voucher Direct Client Expenses</b>	<p>Program budget may be used towards, but not limited to the following types of emergency needs: deposits, utilities, transportation, clothing, health care, etc. (these dollars are intended to be spent flexibly to support the emergency housing needs of the population being served).</p> <p>*Spending shall be monitored via an expense tracker and receipts shall be included upon submission.</p>	<p><i>NTE \$1500 for direct client expenses per year per participant without authorization.</i></p>

**CHIEF ADMINISTRATIVE OFFICE**  
**Procurement and Contracts Division**

Date Received

**NON-COMPETITIVE PURCHASE REQUEST JUSTIFICATION**

Required for all (non-emergency) sole source acquisitions in excess of \$5,000.00 and sole source service requests in excess of \$100,000.00.

This justification document consists of three (3) pages. All information must be provided and all questions must be answered. **Department Head approval is required.**

**Requesting Department Information**

Department:	Org Code:	
51-Social Services	5130	
Contact Name:	Subobject:	User Code:
Alexxa Lotze		
Telephone:	Fax:	
(530)642-4860	(530)626-7427	

**Required Supplier / Vendor Information**

Vendor / Supplier Name:	Vendor / Supplier Address:
Whole Person Learning, Inc.	11816 Kemper Rd, Auburn, CA 95603
Contact Name:	
Christina Nicholson	Joseph Nicholson
Estimated Purchase Price/Contract Amount:	Vendor / Supplier Email Address:
\$150,000.00	wplcep@pacbell.net
Telephone:	Fax:
Office: (530)823-2499; Cell: (530)558-5355	

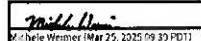
Provide a brief description of the request, including all goods and/or services the vendor/supplier will provide and supporting exemption reference from Board Policy C-17 - Procurement Policy:

The Transitional Housing Program (THP) provides services to help young adults who are eighteen (18) through twenty-four (24) years of age, inclusive, to secure and maintain housing with priority given to young adults currently or formerly in the foster care or probation systems. The program also provides a way to identify and assist with housing services for this population in the community, assist the with securing and maintaining housing, improve coordination of services and linkages to community resources, and provide engagement in outreach and targeting to serve those with the most severe needs. Health and Human Services currently contracts with Whole Person Learning, Inc. for the provision of THP services. HHSA originally contracted with Whole Person Learning, Inc. back in 2021 for the provision of THP services (03/2021 to current). HHSA has clients receiving services from Whole Person Learning and transitioning these young adults to another service provider could be detrimental to their independent living/treatment program. Continuing services with Whole Person Learning, Inc. is the best option to ensure consistent and continual independent living/treatment for these young adults. HHSA respectfully requests a competitive selection waiver for the provision of THP services provided by Whole Person Learning, Inc.

Department Head:

  
Olivia Byron-Cooper (Mar 24, 2025 17:42 PDT)  
Signature

Purchasing Agent:

  
Michelle Weiner (Mar 25, 2025 09:39 PDT)  
Signature

Board of Supervisors:

Date:

Item:

P&C Assignment:

Assigned To:

Date:

5. What market research was conducted to substantiate no competition, including the evaluation of other items or service providers? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The name and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

An effort to identify other goods/services was not performed as HHSA has clients receiving services from Whole Person Learning, Inc. for the provision of THP services. Transitioning these young adults to another service provider could be detrimental to their independent living/treatment program. Continuing services with Whole Person Learning, Inc. is the best option to ensure consistent and continual independent living/treatment for these young adults. Additionally, HHSA has determined, in accordance with County Ordinance Section 3.13.030, paragraph (B), that this contract may be awarded to Whole Person Learning, Inc. for THP services because they possess specialty skills and qualifications not expressly identified in County classifications that are involved in the performance of the work.

**B. Price Analysis:**

1. How was the price offered determined to be fair and reasonable? (Explain what basis was used for comparison and include cost analysis as applicable.)

Whole Person Learning, Inc. charges \$2,202/month for the total administration of all THP services per participant. The average annual salary for a Housing Case Manager in the United States is \$40,000/year which is approximately \$3,333.33/month. Given this information, the prices offered by Whole Person Learning, Inc. for the THP services appears to be fair and reasonable as the cost of the Housing Case Manager alone exceeds what they are charging the county.

2. Describe any cost savings or avoidance realized (one-time or ongoing) by acquiring the goods/services from this supplier.

N/A.

**CHIEF ADMINISTRATIVE OFFICE**  
**Procurement and Contracts Division**

Date Received

**NON-COMPETITIVE PURCHASE REQUEST JUSTIFICATION**

Required for all (non-emergency) sole source acquisitions in excess of \$5,000.00 and sole source service requests in excess of \$100,000.00.

This justification document consists of three (3) pages. All information must be provided and all questions must be answered. **Department Head approval is required.**

**Requesting Department Information**

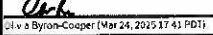
Department:	Org Code:	
51-Social Services	5130	
Contact Name:	Subobject:	User Code:
Alexxa Lotze		
Telephone:	Fax:	
(530)642-4860	(530)626-7427	

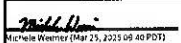
**Required Supplier / Vendor Information**

Vendor / Supplier Name:	Vendor / Supplier Address:
Whole Person Learning, Inc.	11816 Kemper Rd, Auburn, CA 95603
Contact Name:	
Christina Nicholson (Co-Director)	Joseph Nicholson (Co-Director)
Estimated Purchase Price/Contract Amount:	Vendor / Supplier Email Address:
\$149,714.00	wplcep@pacbell.net
Telephone:	Fax:
Office: (530)823-2499; Cell: (530)558-5355	

Provide a brief description of the request, including all goods and/or services the vendor/supplier will provide and supporting exemption reference from Board Policy C-17 - Procurement Policy:

The Housing Navigation & Maintenance Program (HNMP) provides services to help young adults who are eighteen (18) through twenty-four (24) years of age, inclusive, to secure and maintain housing by providing housing navigators, with priority given to young adults currently or formerly in the foster care system. The program also provides housing case management which includes essential services in emergency supports for foster youth, preventing young adults from becoming homeless, and improving coordination of services and linkages to key resources in the community. Health and Human Services currently contracts with Whole Person Learning, Inc. for the provision of HNMP services. HHSA originally contracted with Whole Person Learning, Inc. back in 2021 for the provision of HNP services (03/2021-04/2024), which was later replaced by an HNMP contract for HNMP services (11/2023 to current). HHSA has clients receiving services from Whole Person Learning and transitioning these young adults to another service provider could be detrimental to their independent living/treatment program. Continuing services with Whole Person Learning, Inc. is the best option to ensure consistent and continual independent living/treatment for these young adults. HHSA respectfully requests a competitive selection waiver for the provision of HNMP services provided by Whole Person Learning, Inc.

Department Head:   
Signature

Purchasing Agent:   
Signature

Board of Supervisors:

Date:

Item:

P&C Assignment:

Assigned To:

Date:



5. What market research was conducted to substantiate no competition, including the evaluation of other items or service providers? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The name and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

An effort to identify other goods/services was not performed as HHSA has clients receiving services from Whole Person Learning, Inc. for the provision of HNMP services. Transitioning these young adults to another service provider could be detrimental to their independent living/treatment program. Continuing services with Whole Person Learning, Inc. is the best option to ensure consistent and continual independent living/treatment for these young adults. Additionally, HHSA has determined, in accordance with County Ordinance Section 3.13.030, paragraph (B), that this contract may be awarded to Whole Person Learning, Inc. for HNMP services because they possess specialty skills and qualifications not expressly identified in County classifications that are involved in the performance of the work.

**B. Price Analysis:**

1. How was the price offered determined to be fair and reasonable? (Explain what basis was used for comparison and include cost analysis as applicable.)

Whole Person Learning, Inc. charges \$1,527/month for rental only assistance (housing assistance that can be used toward rent, grocery vouchers, utilities, transportation, employment, education, healthcare, etc., and personnel and administrative costs), and they charge \$2,527/month for the total administration of all HNMP services per participant. The average annual salary for a Housing Navigator in the United States is \$35,158/year which is approximately \$2,929.83/month. Given this information, the prices offered by Whole Person Learning, Inc. for these HNMP services appears to be fair and reasonable as the cost of the Housing Navigator alone exceeds what they are charging the county.

2. Describe any cost savings or avoidance realized (one-time or ongoing) by acquiring the goods/services from this supplier.

N/A.