

**H.O.P.E.: Healthy Outcomes for Personal Enrichment
Counseling Center**

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #8197

THIS THIRD AMENDMENT to that Agreement for Services #8197 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 H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center, a nonprofit corporation duly qualified to conduct business in the State of California, whose principal place of business is 2540 Douglas Boulevard, Suite 200, Roseville, California 95661 (hereinafter referred to as "Contractor").

R E C I T A L S

WHEREAS, Contractor has been engaged by County to assist its District Attorney's Office by providing comprehensive trauma informed mental health services to children who are victims of or witnesses to abuse, neglect and/or violence, as well as their non-offending family members and caregivers, on an as-needed basis, pursuant to Agreement for Services #8197, dated December 12, 2023, First Amendment to Agreement for Services #8197, dated January 10, 2024, and Second Amendment to Agreement for Services #8197, dated October 22, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the service period for one (1) additional year, to December 31, 2026, adding **Exhibit A-2, Operational Agreement**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of December 31, 2025 for one (1) 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 \$160,440, for a new total not-to-exceed amount of \$481,320, and to include updated rates for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**;

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 Third Amendment to Agreement for Services #8197 on the following terms and conditions:

- I. **Amended Exhibit A and Exhibit A-1** is amended to include **Exhibit A-2**, marked "**Operational Agreement**", attached hereto and incorporated herein by reference. All references to **Amended Exhibit A and Exhibit A-1** throughout the Agreement shall read **Amended Exhibit A, Exhibit A-1, and Exhibit A-2**.

II. ARTICLE II, Term, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of January 1, 2024, through December 31, 2026.

III. 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 herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until December 31, 2025, the billing rates for mental health services, also referred to as "clinical" services, shall not exceed \$100 per hour. The billing rate for other mental health associated services, including, at a minimum, monthly collaborative meetings and MDI reviews, also referred to as "non-clinical" services, shall not exceed \$75 per hour.

For the purposes hereof, for the period beginning with the effective date of January 1, 2026, and continuing through the remaining term of the Agreement, the billing rates for mental health services, also referred to as "clinical" services, shall not exceed \$125 per hour. The billing rate for other mental health associated services, including, at a minimum, monthly collaborative meetings and MDI reviews, also referred to as "non-clinical" services, shall not exceed \$75 per hour.

Billing for total clinical and non-clinical services for the period of January 1, 2024, through December 31, 2024, shall not exceed \$156,000.

Billing for total clinical and non-clinical services for the period of January 1, 2025, through December 31, 2025, shall not exceed \$156,000.

Billing for total clinical and non-clinical services for the period of January 1, 2026, through December 31, 2026, shall not exceed \$156,000.

County will also reimburse up to \$3,000 annually for grant program related training costs and related trauma-informed training costs, including, at a minimum, registration fees, hotel cost, airfare, parking, mileage, and meal reimbursement. Notwithstanding any other provision of this Agreement to the contrary, payments to Contractor for travel, lodging, per diem, and mileage expenses, if applicable, for Contractor's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect

at the time of the expenses are incurred, without markup. There shall be no markups allowed on mileage expenses for Contractor. Contractor is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Contractor shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons has determined that the reasons are valid.

County will reimburse up to \$60 per phone and per month for the cell phone stipend and data allowance for up to two clinicians. The cell phone stipend and data allowance is to ensure the swift facilitation of victim support while in the field. Requests for reimbursement shall be made monthly and shall be itemized on the monthly invoice. No back-up shall be required for the reimbursement of the cell phone stipend or data allowance.

The total amount of this Agreement, as amended, shall not exceed \$481,320, inclusive of all costs and expenses.

Funding is contingent upon California Office of Emergency Services (CalOES) Child Abuse Treatment (AT) Program grant award.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

Attn.: Lisette Suder
Chief Assistant District Attorney

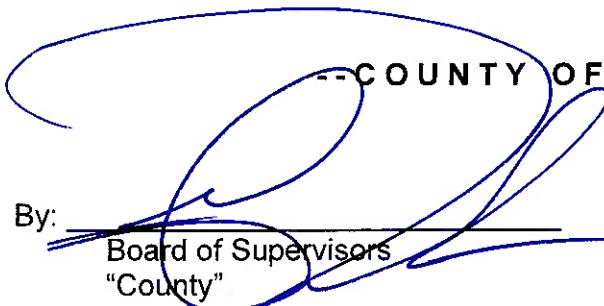
or to such other location as County directs.

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

Except as herein amended, all other parts and sections of Agreement for Services #8197 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #8197 on the dates indicated below.

--C O U N T Y O F E L D O R A D O--

By:  Dated: 12/2/2025
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By:  Dated: 12/2/2025
Deputy Clerk

--H. O. P. E.: H E A L T H Y O U T C O M E S F O R P E R S O N A L
E N R I C H M E N T C O U N S E L I N G C E N T E R--

By: Wendy Barillas Dated: 11/12/2025
Wendy Barillas
Chief Executive Officer
"Contractor"

By: AAzconaDeJesus Dated: 11/11/2025
AAzconaDeJesus (Nov 12, 2025 15:39:15 PST)
Ana Barillas-Azcona DeJesus
Chief Financial Officer

H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center

Exhibit A-2

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the El Dorado County District Attorney (hereinafter referred to as "EDCDA") and H.O.P.E. Healthy Outcomes for Personal Enrichment Counseling Center (hereinafter referred to as "Contractor") intend to work together towards the mutual goal of providing maximum available assistance for children who are victims of or witnesses to abuse, neglect and/or violence, as well as their non-offending family members and caregivers. Each party agrees to participate in this collaboration by coordinating/providing the following services for the period of January 1, 2026, through December 31, 2026.

EDCDA will closely coordinate the following services with Contractor:

- EDCDA staff will be readily available to Contractor through in-person and telephone contact with the Child Advocacy Center (CAC) Coordinator-Interviewer, the Chief Assistant District Attorney overseeing the EDCDA Victim Witness Program, and EDCDA Victim Witness (EDCDA VW) Program Manager and Specialists.
- The CAC Coordinator will schedule CAC interviews for victims of suspected children who are victims of or witnesses to abuse, neglect and/or violence, as well as their non-offending family members and caregivers. In the course of said coordination, the CAC Coordinator may advise Contractor of the date and time of the interview, as well as provide a brief case background, so an appropriate trauma informed clinician can be assigned to the case and observe the interview, when desired mental health services are requested.
- When Contractor mental health services are requested, EDCDA VW Program staff will provide referrals to the Contractor for children who are victims of or witnesses to abuse, neglect and/or violence, as well as their non-offending family members and caregivers, with contact information and Multi-Disciplinary Interview (MDI) status, if applicable. VW Program staff will continue to maintain contact with non-offending families/caregivers and provide follow-up on the ongoing needs and therapy progress.

Contractor will closely coordinate the following services within the scope of this agreement:

- Accept referrals from EDCDA and/or the CAC program for trauma-informed mental health services for child victims of abuse or neglect, as well as their non-offending family members and caregivers.

- Provide mental health services to clients referred by EDCDA and/or the CAC regardless of ability to pay.
- Mental health services for clients referred to Contractor, may be completed via telehealth or in-person at the Fausel House CAC or one of the Contractor's satellite office locations based on clients' needs.
- Communicate with EDCDA VW program staff and CAC staff regarding mental health progress, services provided, and any other needs specified by children and/or their non-offending family members and caregivers.

Specifically:

EDCDA, including its association with the CAC, agrees to the following:

1. To enforce the laws regarding child abuse cases in order to protect the victim(s) and to prevent future criminal acts through vigorous early intervention for both children and their non-offending family members and caregivers.
2. To work directly with Contractor.
3. To initiate needs assessments related to intake and referrals for victims of children who are victims of or witnesses to abuse, neglect and/or violence, as well as their non-offending family members and caregivers.
4. To notify Contractor of and refer children who are victims of children who are victims of or witnesses to abuse, neglect and/or violence, as well as their non-offending family members and caregivers, in need of mental health services who come to the attention of EDCDA VW Unit, and/or the Fausel House CAC via email to the Contractor.
5. To engage in collaborative trainings with Contractor.
6. To notify Contractor of Multidisciplinary Team (MDT) meetings, case reviews, CAC Steering Committee meetings, and to invite them to participate in the same.
7. To provide access to the Fausel House CAC building at 772 Pacific Street, Placerville, California 95667, via key fobs to participating Contractor clinicians. This shall be limited to the first floor waiting area, restroom, and therapy rooms, and a desk on the second floor for office administration related activities. This shall not include any access to the third floor.
8. To provide background checks and access to Livescan services associated for participating Contractor clinicians, who access the CAC.
9. To provide a desktop or similar computer at the desk on the second floor of the CAC which allows Contractor clinicians to enter notes and information regarding clients seen at the CAC.
10. To provide cellular phones to Contractor clinicians (limited to two [2] per grant budget requirements).
11. To create and distribute safety guidelines to Contractor, including, at a minimum: alarm information for the building, cleaning protocols, and Personal Protective Equipment (PPE) guidelines.
12. To provide the technology to allow Contractor to turn off all recording equipment in the interview room of the Fausel House CAC to ensure confidentiality during therapy appointments.
13. To provide supplies as needed for therapy services at the Fausel House CAC.

14. To communicate directly with California Office of Emergency Services (CalOES) regarding all grant related reporting and any issues which may arise. This includes periodically assessing/reassessing the success of grant programs and deliverables as required by CalOES and EDCDA administration.
15. To manage a shared calendar/schedule regarding the use of the Fausel House CAC building, i.e.: when forensic interviews, meetings, and therapy appointments with Contractor are taking place. In the event Contractor's activities occur during regular business hours, EDCDA employees agree to not access the first floor to ensure privacy and confidentiality for Contractor's clients. In the event a forensic interview or case interview is urgent and needs to take priority over prior scheduled Contractor appointments, EDCDA agrees to communicate as soon as possible to Contractor and clinicians regarding the urgent need to reschedule a therapy appointment.

Contractor agrees to:

1. Contact EDCDA VW Program Manager for programmatic and grant compliance.
2. Provide trauma informed clinicians to work specifically with children who are victims of or witnesses to abuse, neglect and/or violence, as well as their non-offending family members and caregivers (secondary victims), by providing trauma informed mental health services.
3. Ensure all clinicians associated with this Agreement and working with referred clients from the EDCDA and/or CAC meet the level of "Associate" or higher in their level of training and expertise. Contractor agrees to not use "Trainees" for the purpose of this program and contract.
4. Ensure all clinicians associated with this Agreement have undergone live scan background checks, in accordance with the Board of Behavioral Sciences. Contact victims and/or their non offending family members or caregivers within twenty-four (24) business hours of receiving a referral.
5. Begin therapy services based on needs/risk assessment, but not to exceed five (5) business days from the date of contact with the victim and/or the non-offending family/caregiver.
6. Provide flexible therapy hours, including telehealth, late afternoons, evenings, and weekends, in order to ensure children and non-offending family members and caregivers have the most convenient access to therapy unhindered by work and school hours.
7. Enter all appointments scheduled at the Fausel House CAC into the shared calendar to give notice to EDCDA employees and partners of the use of the building as soon as possible after the appointments are scheduled.
8. Provide family therapy options allowing therapists to conduct separate sessions for both children and their caregivers using the different areas available at the Fausel House CAC building, specifically the interview room and main lobby.
9. Provide specific promotional materials, business cards, and referral information to EDCDA for distribution to non-offending family members or caregivers during the referral process and/or initial contacts with the Fausel House CAC, as needed.
10. Prevent any access to the second or third floor of the Fausel House CAC building to any clients, family members, or caregivers.
11. Prevent access to the third-floor investigations area of the Fausel House CAC building.
12. Respect and adhere to the safety guidelines created and distributed by EDCDA, including, at a minimum, alarm information for the building, cleaning protocols, and PPE guidelines.

13. Engage in training with EDCDA, as appropriate.
14. Attend monthly case review meetings with the Fausel House CAC multidisciplinary team, as well as CAC Steering Committee meetings when appropriate.
15. Prepare a consent/release of information form for families referred by EDCDA and/or the Fausel House CAC to ensure information can be shared when agreed to with the multidisciplinary team during monthly case reviews.
16. Share appropriate information regarding children who are victims of or witnesses to abuse, neglect and/or violence, as well as their non-offending family members and caregivers with EDCDA, when prior written authorization has been obtained from the victim and/or family/caregiver.
17. Contractor shall collect and submit statistical data and supporting information to the EDCDA VW Program Manager or designee for use in the timely submission of all required reports. This includes CalOES Progress Reports, OVC PMT submissions, and any other internal or grant-mandated reporting, as required.
18. Collect and submit statistical data on a quarterly basis as to clients seen and specific services provided to CAC clients referred to Contractor, to the CAC Coordinator or designee for internal CAC statistical and case tracking.
19. Respect confidentiality when conducting therapy sessions.
20. Respect confidentiality of sensitive information obtained by EDCDA and other multidisciplinary team case reviews as outlined in the Fausel House CAC Interagency Protocol.
21. Reschedule preexisting therapy appointments as necessary when urgent forensic interview, law enforcement, or prosecution needs to take precedence to building access.
22. Adhere to all mental health provider requirements as outlined in the Fausel House CAC Interagency Protocol and its associated Memorandum of Understanding (MOU) and in accordance with National Children's Alliance (NCA) mental health standards.

The primary contacts for the Operational Agreement are as follows:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

Attn: Vernon R. Pierson
District Attorney

and

H.O.P.E.: Healthy Outcomes for Personal
Enrichment Counseling Center
2540 Douglas Boulevard, Suite 200
Roseville, California 95661

EDCDA and Contractor may enter into a contractual agreement identifying the total amount of grant funds to be transferred, the process for transferring the grant funds, detailing what the grant funds may be used for, and providing specific information concerning all non-fiscal resources shared between the agencies.

We, the undersigned, as authorized representatives EDCDA and Contractor, do hereby approve this document.

VRP

Vern Pierson (Nov 13, 2025 18:47:59 PST)

Vernon R. Pierson
District Attorney
"EDCDA"

11/13/2025

Date

wendy Barillas

Wendy Barillas (Nov 12, 2025 17:16:36 PST)

Wendy Barillas
Chief Executive Officer
"Contractor"

11/12/2025

Date

AAzconadeJesus

AAzconadeJesus (Nov 12, 2025 15:39:15 PST)

Ana Barillas-Azcona DeJesus
Chief Financial Officer

11/11/2025

Date