

AGREEMENT FOR SERVICES #5446
AMENDMENT II

Transitional Housing Program Services

This Amendment II to that Agreement for Services #5446, 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, CA 95603 and whose Agent for Service of Process is Christina Nicholson, 11816 Kemper Road, Auburn, CA 95603 (hereinafter referred to as “Contractor”);

RECITALS

WHEREAS, Contractor has been engaged by County to provide **Transitional Housing Program** (THP) services, in accordance with Agreement for Services #5446, dated May 10, 2021, and Amendment I, dated November 23, 2021, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement a second time to clarify the Agreement, and to correct Amendment I; and

WHEREAS, the parties hereto have mutually agreed to amend **Article I, “Scope of Services,”** and **“Exhibit B, “Monthly Budget;”** and

WHEREAS, the parties hereto have mutually agreed to amend **Article II, “Term”** to coincide with the funding stream termination date; and

WHEREAS, the parties hereto have mutually agreed to amend **Article IV, “Maximum Obligation”** to identify the applicable Funding Agreements, their amounts, and their respective terms; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment II to that Agreement #5446.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #5446 shall be amended a second time as follows:

1) **Article I, “Scope of Services”** shall be amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide Transitional Housing Program services to help young adults ages eighteen (18) to twenty-five (25) secure and maintain housing, with priority given to young adults in or formerly in the foster care system and probation.

- A. Transitional Housing Program services will include, but not be limited to:
 - 1. Identify and assist with housing services for young adults in the community who are eighteen (18) to twenty-five (25) years old.
 - 2. Assist the eligible young adults to secure and maintain housing with priority given to those in or formerly in the state’s foster care or probation system.
 - 3. Improve coordination of services and linkages to community resources within the child welfare system and the Homelessness Continuum of Care.
 - 4. Provide engagement in outreach and targeting to serve those with the most severe needs.

- B. The length of services provided are intended to be short term, approximately three (3) to four (4) months; however, with prior written approval from the Contract Administrator, and the availability of funds, services may be extended,, depending upon participant’s needs. Examples of participants may include but are not limited to current Transitional Housing Placement-Plus participants in need of additional housing support, beyond twenty-four (24) months or age twenty-four (24), former foster or probation youth who exited the system at age sixteen (16) or older, and Guardianship or Adoption youth who are homeless or at imminent risk of homelessness.

- C. Data Collection, Retention and Reporting:
 - 1. Contractor shall maintain books, records, documents, and 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 other evidence shall be made available for audit and inspection by HHSA for a period of three years. Exhibit A, “Monthly Reporting to County,” attached hereto and incorporated by reference herein, shall be submitted monthly to the Contract Administrator by the 15th of the following month.
 - 2. Contractor shall be responsible for maintaining at least two (2) licenses for the Homeless Management Information System (HMIS) BellData system utilized by the El Dorado Continuum of Care (CoC), for services performed within El Dorado County. Additionally, Contractor must track the services provided to clients, who are or may be experiencing homelessness, using the Homeless Management Information System (HMIS) on a real-time basis. Contractor staff must be able to prepare and complete accurate HMIS data with support from the HMIS lead and, if needed, CoC. The staff must cooperate with HHSA staff to gather and provide any data within the applicant's control that may be needed to:
 - a) Assist with US Department of Housing and Urban Development (HUD) or State Auditors or monitoring visits;
 - b) Renew HUD CoC grant funding; and

- c) Support the creation of other federal reports such as Annual Homelessness Assessment Reports System Performance Reports, Longitudinal System Assessments, Point-in-Time Counts, and Housing Inventory Counts.

2) Exhibit B, “Monthly Budget” shall be amended in its entirety to read as follows:

EXHIBIT B - MONTHLY BUDGET

	Transitional Housing Services	Monthly Cost Per Participant
Admin & Personnel Expenses	Case Manager/Youth Coach (Secure and Maintain Housing, Independent Living Skills Support)	450.00
	Mileage	75.00
	Payroll Taxes & Workers Compensation (17%)	77.00
	Director	150.00
	<i>Subtotal</i>	752.00
Program Expenses	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 our Transitional Age Youth (TAY) population.	1,300.00
	<i>Subtotal</i>	1,300.00
Total Budget: Total of Admin. and housing per youth per month		\$2,052.00

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3) **Article II, “Term”** shall be 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 from May 10, 2021 through June 30, 2023, or until all funds have been expended, whichever occurs first, unless terminated earlier pursuant to the provisions contained herein this Agreement under Article XV, “Default, Termination, and Cancellation” or Article XIII, “Fiscal Considerations.”

4) **Article IV, “Maximum Obligation”** shall be amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed the combined total of the Funding Agreement Total Allocation amounts as set forth herein:

Funding Agreement	Effective Dates	Total Allocation
Department of Housing and Community Development Agreement 20-THP-14143	January 22, 2021 – June 30, 2022	\$32,000
Department of Housing and Community Development Agreement 20-THP-15863	June 9, 2021 – June 30, 2023	\$32,000
Maximum Obligation		\$64,000

In no event shall County be obligated to pay Contractor for any amount in excess of the Maximum Obligation, or for services provided past the termination date of each Funding Agreement.

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Except as herein amended, all other parts and sections of that Agreement #5446 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *Leslie Griffith*
Leslie Griffith (Apr 8, 2022 16:54 PDT)

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

Dated: 04/08/2022

Requesting Department Head Concurrence:

By: *Daniel Del Monte*
Daniel Del Monte (Apr 22, 2022 08:34 PDT)

Don Semon, Director
Health and Human Services Agency
Or
Daniel Del Monte, Chief Assistant Director

Dated: 04/22/2022

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #5446 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: *Laura Schwartz*
Laura Schwartz (Apr 29, 2022 18:00 PDT)
Purchasing Agent
Chief Administrative Office MW
"County"
Dated: 04/29/2022

-- CONTRACTOR--

WHOLE PERSON LEARNING, INC.
A CALIFORNIA CORPORATION

By: *Christina Nicholson*
Christina Nicholson (Apr 22, 2022 12:05 PDT)
Christina Nicholson
President
"Contractor"
Dated: 04/22/2022

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