

AGREEMENT FOR SERVICES #8064
AMENDMENT I

This First Amendment to that Agreement for Services #8064, 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 Transitional Housing Program (THP) services for eligible young adults, aged eighteen (18) through twenty-four (24), inclusive, to secure and maintain housing with priority given to young adults in or formerly in the foster care or probation systems, pursuant to Agreement for Services #8064, dated October 13, 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 extend the expiration date of June 30, 2025 for two (2) additional years, hereby amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update contract provisions and increase the not-to-exceed compensation amount of the Agreement by \$100,000, amending **ARTICLE III, Compensation for Services, ARTICLE XVI, Notice to Parties, and ARTICLE XXVII, 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 #8064;

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 #8064 on the following terms and conditions:

- 1) **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 October 13, 2023, through June 30, 2027.

- 2) **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, 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 purposes of this Agreement, the billing rate shall be as defined in Exhibit B marked "THP 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. Rate change requests are subject to written approval by the County 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>
SSCWSinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

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.

C. **Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$150,000, inclusive of all costs, taxes, and expenses.

3) **ARTICLE XVI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVI

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

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: 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

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


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

ARTICLE XVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Protective Services, Health and Human Services Agency (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 #8064 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Apr 3, 2025 16:44 PDT)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 04/03/2025

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Apr 3, 2025 17:28 PDT)
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 #8064 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- -- WHOLE PERSON LEARNING, INC. --

By: *Christina Nicholson*
Christina Nicholson (Apr 4, 2025 13:46 PDT)
Christina Nicholson
Chief Executive Officer/ Secretary
"Contractor"

Dated: 04/04/2025

By: *Joseph Nicholson*
Joseph Nicholson (Apr 4, 2025 14:13 PDT)
Joseph Nicholson
Chief Financial Officer
"Contractor"

Dated: 04/04/2025