

AGREEMENT FOR SERVICES #8064
AMENDMENT II

This Second 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 who are eighteen (18) through twenty-four (24) years old, inclusive, with priority given to young adults in or formerly in the foster care or probation systems to secure and maintain housing, pursuant to Agreement for Services #8064, dated October 13, 2023, and the First Amendment to Agreement for Services #8064, dated May 20, 2025, 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, 2027 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 \$26,605, amending **ARTICLE III, Compensation for Services, Section C. Maximum Obligation**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXV, Generative Artificial Intelligence** to include updated contract provisions;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this Second 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 Second 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:

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, 2028.

- 2) **ARTICLE III, Compensation for Services, Section C. Maximum Obligation** of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

C. **Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$176,605, inclusive of all costs, taxes, and expenses.

Round #	Expenditure Dates	Fiscal Years (FY)	Housing of Community Development (HCD) Contract #	Not To Exceed Amount
THP Round 4	05/26/2023 – 06/30/2025	FY 2022/23 FY 2023/24 FY 2024/25	22-TAY-17720	\$50,000.00
THP Round 5	05/21/2024 – 06/30/2026	FY 2023/24 FY 2024/25 FY 2025/26	23-TAY-18144	\$50,000.00
THP Round 6	03/18/2025 – 06/30/2027	FY 2024/25 FY 2025/26 FY 2026/27	24-TAY-18534	\$50,000.00
THP Round 7	01/02/2026 – 06/30/2028	FY 2025/26 FY 2026/27 FY 2027/28	25-TAY-18784	\$26,605.00
Total NTE				\$176,605.00

1. The above table represents the composition of the total not-to-exceed budget for this Agreement.
2. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or State or Federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, State, or Federal funding sources for the term of the Agreement. Unspent funds for the respective rounds will be required to be returned to the California Department of Housing and Community Development (HCD).
3. In no event shall the total maximum contractual obligation of the Agreement be exceeded. Contractor is responsible for managing their maximum annual contractual obligation and Contractor holds the County harmless for any over-spending of the maximum contractual obligation.

3) **ARTICLE XXXV, Generative Artificial Intelligence**, is hereby added to read as follows:

Generative Artificial Intelligence: For the purposes of this provision, “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

- A. Contractor shall immediately notify County in writing if it: (1) intends to provide GenAI as a deliverable to County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system ("System"), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- B. Notification shall be provided to County's Contract Administrator identified in this Agreement.
- C. At the direction of County, Contractor shall discontinue the provision to County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by County.
- D. If the use of previously undisclosed GenAI is approved by County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Agreement, at no additional cost to the County.
- E. County, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

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

Dated: 04/30/2026

Requesting Department Head Concurrence:

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

Dated: 04/30/2026

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #8064 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/16/2026
By: [Signature]
Chair
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 6/16/2026

-- WHOLE PERSON LEARNING, INC. --

By: Christina Nicholson
Christina Nicholson (May 1, 2026 14:37:03 PDT)
Christina Nicholson
Chief Executive Officer/Secretary
"Contractor"

Dated: 05/01/2026

By: Joseph Nicholson
Joseph Nicholson (May 1, 2026 14:50:31 PDT)
Joseph Nicholson
Chief Financial Officer
"Contractor"

Dated: 05/01/2026

Whole Person Learning, Inc.
Exhibit D
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name: N/A
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name: N/A
If no, please type N/A.

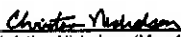
Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

05/01/2026

Date

Whole Person Learning

Type or write name of company


Christina Nicholson (May 1, 2026 14:37:03 PDT)

Signature of authorized individual

Christina Nicholson

Type or write name of authorized individual