

AGREEMENT FOR SERVICES #8075
AMENDMENT II

This Second 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, pursuant to Agreement for Services #8075, dated November 6, 2023, and First Amendment to Agreement for Services #8075, 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 \$38,278, 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-1**, marked "Amended HNMP Monthly Budget";

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXVI, 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 #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 Second Amendment to Agreement #8075 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 of November 6, 2023 through June 30, 2028.

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, 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's receipt and approval of invoices identifying the services rendered.

A. **Rates:** For the period beginning November 6, 2023, the effective date of the Agreement, and continuing through May 19, 2025, the day before the effective date of the 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 May 20, 2025, the effective date of the First Amendment to the Agreement, and continuing through the day before the effective date of this Second Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the Amended Exhibit B marked, "Amended HNMP Monthly Budget" incorporated herein and made by reference a part hereof.

For the period beginning on the effective date of this Second 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-1 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. 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 increased.

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Health and Human Services Agency (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:

Email (preferred method):
SSCWSinvoice@edcgov.us
 Please include in the subject line:
 “Contract #, Service Month,
 Description/Program”

U.S. Mail
 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.

- 3) **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 \$187,992, inclusive of all costs, taxes, and expenses.

Round #	Expenditure Dates	Fiscal Year (FY)	CA Housing and Community Development (HCD) Contract #	NTE Amount
HNMP Round 1	05/26/2023 – 06/30/2025	FY 2022/23 FY 2023/24 FY 2024/25	22-TAY-17720	\$54,882.00
HNMP Round 2	05/21/2024 – 06/30/2026	FY 2023/24 FY 2024/25 FY 2025/26	23-TAY-18144	\$51,581.00

HNMP Round 3	03/18/2025 – 06/30/2027	FY 2024/25 FY 2025/26 FY 2026/27	24-TAY-18534	\$43,251.00
HNMP Round 4	01/02/2026 – 06/30/2028	FY 2025/26 FY 2026/27 FY 2027/28	25-TAY-18784	\$38,278.00
Total NTE				\$187,992.00

- A. The above table represents the composition of the total not-to-exceed budget for this Agreement.
- B. 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).
- C. 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.

4) **ARTICLE XXXVI, 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 #8075 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Apr 30, 2026 10:47:22 PDT)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 04/30/2026

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Apr 30, 2026 11:17:38 PDT)
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 #8075 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____


Chair
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors


By: _____
Deputy Clerk

Dated: _____

-- WHOLE PERSON LEARNING, INC. --

By: 
[Christina Nicholson \(May 1, 2026 14:27:48 PDT\)](#)
Christina Nicholson
Chief Executive Officer/Secretary
"Contractor"

Dated: 05/01/2026

By: 
[Joseph Nicholson \(May 1, 2026 14:49:06 PDT\)](#)
Joseph Nicholson
Chief Financial Officer
"Contractor"

Dated: 05/01/2026

**Whole Person Learning, Inc.
Amended Exhibit B-1
Amended HNMP Monthly Budget**

BUDGET:	Housing Navigation and Maintenance Services	Monthly Cost Per Participant
Administration & Personnel Expenses	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
	Subtotal	\$727.00
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 the population being served).	\$1,800.00 *Rental only \$800.00*
	Subtotal	\$1,800.00 *Rental only \$800.00*
Total Budget: Total of administration and housing per participant per month		\$2,527.00 *Rental only \$1,527.00*

**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.*

BUDGET:	Housing Navigation and Maintenance Services	Cost Per Training
Training Expenses	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
	Subtotal	\$830.00
Total Budget: Total per training		\$830.00

BUDGET:	Housing Navigation and Maintenance Services	Hourly Cost Per Participant
Foster Youth to Independence (FYI) Voucher Expenses	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
		Maximum Budget Per Participant
FYI Voucher Direct Client Expenses	<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 \$3,000 for direct client expenses per year per participant without authorization.</i></p>

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:

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:

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 14:30:26 PDT)

Signature of authorized individual

Christina Nicholson

Type or write name of authorized individual