

AGREEMENT NO. _____

**FOURTH AMENDMENT TO AGREEMENT NO. 09-151
(Agreement for Adult Day Health Care Services)**

This Fourth Amendment to Agreement No. 09-151 is made and entered into as of this _____ day of _____, 2022, by and between the **County of Yolo**, a political subdivision of the State of California (“County”), and **Dignity Community Care**, a Colorado non-profit corporation doing business as Woodland Memorial Hospital (“Contractor”). The County and Contractor are jointly referred to as the “Parties” and agree as follows.

WHEREAS, the Parties entered into an agreement dated August 4, 2009 (the “Original Agreement”), related to Contractor’s provision of adult day health care services in Yolo County; and

WHEREAS, the Parties amended the Original Agreement on or about May 31, 2016 (“First Amendment”, and together with the Original Agreement, the “Agreement”); and

WHEREAS, on or about May 1, 2017, the term of the Agreement was extended to June 30, 2018 pursuant to Section IX(A); and

WHEREAS, the Parties further amended the Original Agreement on or about June 30, 2018 (“Second Amendment”, and together with the Original Agreement and First Amendment, the “Agreement”); and

WHEREAS, on or about March 18, 2019, the term of the Agreement was further extended to June 30, 2020; and

WHEREAS, the Parties further amended the Original Agreement on or about June 2nd, 2020 (“Third Amendment”, and together with the Original Agreement, First Amendment, and Second Amendment, the “Agreement”); and

WHEREAS, on or about July 6, 2021, the Term of the Agreement was further extended to June 30, 2022; and

WHEREAS, the Parties wish to continue the Agreement and agree to further amend the Agreement as set forth below.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Term of Agreement.** Section IX(A) [Term and Termination] of the Agreement is deleted in its entirety and replaced with:

A. The term of this Agreement shall be from July 1, 2008 to June 30, 2023, except as otherwise provided in this Agreement.

2. **Operating Losses.** Section III(E) [Joint Obligations and Responsibilities] of the Agreement is deleted in its entirety and replaced with:

E. Financial risk for losses incurred by the program. Notwithstanding Sections IV(A) and VIII(A), with respect to fiscal years 2018/19, 2019/20, 2020/21, 2021/22, and fiscal year 2022/23, County and Contractor will equally share documented program operating losses, as evidenced by a program revenues and expenses statement properly supported by cost allocation such as provided in the prior years, incurred by Contractor in providing the Services, up to an amount payable by County not to exceed \$75,000 for each of those fiscal years.

3. **Effectiveness of Agreement.** Except as set forth in this Fourth Amendment, all other terms and conditions specified in the Agreement remain in full force and effect. If there is any conflict or inconsistency between this Fourth Amendment and the Agreement, the provisions of this Fourth Amendment shall control.

4. **Counterparts.** This Fourth Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g. by e-mail delivery of a “.pdf” format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature

CONTRACTOR:

COUNTY:

By: 

5/20/2022

By: _____


Gena Bravo, RN
Hospital President

Angel Barajas, Chair
Board of Supervisors

Attest: Clerk of the Board

By: _____
Deputy (Seal)

Approved As To Form
Philip J. Pogledich, County Counsel

By: 
Kimberly Hoed, Asst. County Counsel