

FIFTH AMENDMENT TO AGREEMENT NO. 09-151

(Agreement for Adult Day Health Care Services)

This Fifth Amendment to Agreement No. 09-151 is made and entered into as of this _____ day of _____, 2023, 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 County and Contractor entered into that certain Agreement for Adult Day Health Care Services dated August 4, 2009 (the "Agreement"), related to Contractor's provision of adult day health care services in Yolo County; and

WHEREAS, the Agreement was amended by the First Amendment on or about May 31, 2016 to extend the Term of the Agreement and memorialize Contractor's name change from Catholic Healthcare West to Dignity Health; and

WHEREAS, the Agreement was amended by the Second Amendment on or about May 1, 2017 to extend the Term of the Agreement; and

WHEREAS, the Agreement was amended by the Third Amendment on or about June 2, 2020 to extend the Term of the Agreement, make certain amendments to the Agreement and memorialize Contractor's assignment of the Agreement from Dignity Health to Dignity Community Care pursuant to a "Ministry Alignment Agreement," dated December 6, 2017, as amended through the date hereof ("MAA"), Dignity Health, a California nonprofit public benefit corporation ("Dignity Health"), and Catholic Health Initiatives will combine their respective health ministries into a single national nonprofit health system. Effective as of the Effective Date of the MAA (which is expected to be January 1, 2019), this Agreement shall be automatically assigned by Dignity Health to Dignity Community Care, a Colorado nonprofit corporation ("Dignity Care"), and Dignity Care shall assume all rights and obligations of Dignity Health under the Agreement. Any reference in the Agreement to "Dignity Health" shall mean "Dignity Community Care," and the assignment shall be effective without any notice or consent; and

WHEREAS, the Agreement was amended by the Fourth Amendment on or about June 7, 2022 to extend the Term of the Agreement and to make certain amendments to the Agreement; and

WHEREAS, the Parties now 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. **Operating Losses.** Section III [Joint Obligations and Responsibilities] subsection E 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, 2022/23 and 2023/24, 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.”

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

“A. **Term.** The term of this Agreement shall be from July 1, 2008 to June 30, 2024, except as otherwise provided in this Agreement.”

3. **Notice.** Section XIV [Notice] subsection A [Notice by Mail] of the Agreement is amended to provide that the copy for Contractor shall be sent to the following entity and address:


“CommonSpirit Health – Legal Team
185 Berry Street, Suite 200
San Francisco, CA 94107”

4. **Effectiveness of Agreement.** Except as set forth in this Fifth 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 Fifth Amendment and the Agreement, the provisions of this Fifth Amendment shall control.

5. **Counterparts.** This Fifth 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

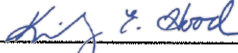
CONTRACTOR:

COUNTY:

By:  7/6/2023
Gena Bravo, RN
Hospital President

By: _____
Gerardo Pinedo
County Administrative Officer

Approved As To Form:
Philip J. Pogledich, County Counsel

By:  _____
Kimberly Hood
Assistant County Counsel