

BOS Nos. Orig. #22-135; Amd1 #23-198; Amd2 #24-99; Amd3 #24-158;
Amd4 #24-179; Amd5 #24-236
Infor Contract No. 1039

**SEVENTH AMENDMENT
(BOS AGREEMENT NO. ____ - ____)**

This Seventh Amendment to Agreement No. 22-135 (“Seventh Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Willow Glen Care Center (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 28, 2022, the Parties entered into Agreement No. 22-135 (“Agreement”); and

WHEREAS, on or about July 25, 2023, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about March 26, 2024, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about June 4, 2024, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about June 26, 2024, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about August 28, 2024, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, on or about October 22, 2024, the Parties further amended the Agreement via the Sixth Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph I.A.** to extend the term of the Agreement through June 30, 2026 and update available optional extensions; and
2. Revise **Paragraph III.B.1** to add funding in the amount of \$305,127 for Fiscal Year (FY) 2024-25 and add \$1,400,000 for FY 2025-26 for a new contract maximum of \$6,199,718.33; and
3. Revise **Paragraph III.B.2** to update available optional extensions; and
4. Revise **Paragraphs XVIII.A and XVIII.B. of Exhibit D** to update County contacts and email address; and
5. Revise **Paragraph III.1 of Exhibit F** to update County Risk Manager.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Paragraph I.A. of Article 1 of the Agreement is hereby amended to read as follows:

A. The term of this Agreement shall be from **July 1, 2022 through June 30, 2026** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for one (1) additional twelve (12) month period on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).

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2. Paragraph III.B.1 of Article 1 of the Agreement is hereby amended to read as follows:

B.1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2026**, shall be no greater than **SIX MILLION ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS AND THIRTY-THREE CENTS (\$6,199,718.33)** specified as follows:

FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
July 1, 2022 through June 30, 2023	July 1, 2023 through June 30, 2024	July 1, 2024 through June 30, 2025	July 1, 2025 through June 30, 2026	
\$1,450,000.00	\$1,644,591.33	\$1,705,127.00	\$1,400,000.00	\$6,199,718.33

3. Paragraph III.B.2 of Article 1 of the Agreement is hereby amended to read as follows:

B.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. In the event that the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$1,400,000.00	Less than or equal to \$7,599,718.33

In no event shall the term of the Agreement extend beyond **June 30, 2027**, nor shall the total contract maximum exceed the amount of **SEVEN MILLION FIVE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS AND THIRTY-THREE CENTS (\$7,599,718.33)**, unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

4. Paragraphs XVIII.A and XVIII.B. of Exhibit D to the Agreement are hereby amended to read as follows:

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Willow Glen Care Center
 1547 Plumas Court
 Yuba City, CA 95991
 Attn: Jeff Payne, Executive Director

County: Yolo County Health and Human Services Agency
 137 N. Cottonwood Street
 Woodland, CA 95695
 Attn: HHS Director

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B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor: ipayne@wgcc.us

County:

Contracts Unit HHSAContracts@YoloCounty.gov

Contract Administrator Joni.Lara-Jimenez@yolocounty.gov


5. Paragraph III.1 of Exhibit F to the Agreement is hereby amended to read as follows:

1. County's Risk Manager/Safety Officer at Risk.Mgmt@yolocounty.gov; and

6. Except as specifically amended by this Seventh Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF the Parties have executed this Seventh Amendment as of the day and year last set forth below.

CONTRACTOR


Signed by:

DE83B018980C41D...
Jeff Payne, Executive Director
Willow Glen Care Center

Date: 4/22/2025

COUNTY OF YOLO

Mary Vixie Sandy, Chair
Board of Supervisors

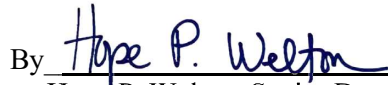
Date: _____

Signed by:

B3E48BE249E54DA...
Joan Planell, Interim Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By 
Hope P. Welton, Senior Deputy