

YOLO COUNTY AGREEMENT NO. _____

**Seventh Amendment to Agreement No. 09-151 with Dignity Community Care,
(Adult Day Health Care Services)**

THIS Seventh Amendment to Agreement No. 09-151 is made and entered into as of this 23rd day of May, 2025, 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**"), who agree as follows.

WHEREAS, the County and Contractor entered into that certain agreement for Adult Day Health Services dated August 4, 2009 and identified as Yolo County Agreement No. 09-151 (the "**Agreement**"), related to Contractor's provision of adult day health care in Yolo County; and

WHEREAS, the Agreement was amended by the First Amendment to the Agreement on or about May 31, 2016 to extend the Agreement for one additional year ending June 30, 2017 with the option to extend for one additional year (Agreement No. 16-75); and

WHEREAS, the Agreement was amended by the Second Amendment on or about May 1, 2017 to extend the Term of the Agreement to June 30, 2018 pursuant to Section IX(A) of the Agreement; and

WHEREAS, the parties entered into a Second Amendment to the Agreement on or about June 30, 2018, extending the Agreement for an additional year ending June 30, 2019 with the option to extend for one additional year; and

WHEREAS, the Agreement was amended by Third Amendment (Agreement No. 20-90) to extend the Term of the Agreement to June 30, 2020, 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 as of 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 Fourth Amendment on or about June 7, 2022 (Agreement No. 22-115) to extend the term of the Agreement to June 30, 2023, and to make certain amendments to the Agreement including the Board further authorizing an option to extend the Agreement for an additional year (Minute Order 22-64); and

WHEREAS, the Agreement was amended by the Fifth Amendment on or about July 11, 2023 (Agreement No. 23-178) to extend the Term of the Agreement to June 30, 2024, and to make certain amendments to the Agreement and the Board further authorized an option to extend the Agreement for an additional year (Minute Order 23-61); and

WHEREAS, the Agreement was amended by Sixth Amendment on or about June 26, 2024 to extend the Term of the Agreement to June 30, 2025; and

WHEREAS, the Parties now wish to continue the Agreement and agree to further amend the Agreement as set forth below to extend the Term of the Agreement to June 30, 2026.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Section IX(A) [Term and Termination] of Agreement No. 09-151 is deleted in its entirety and replaced with:

IX. TERM AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2008 to June 30, 2026, except as otherwise provided in this Agreement.
2. Except as set forth in this Seventh Amendment, all other terms and conditions specified in the Agreement, as amended, remain in full force and effect. If there is any conflict or inconsistency between this Sixth Amendment and the Seventh Agreement or prior amendments, the provisions of this Seventh Amendment shall control.
3. This Seventh 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.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment to Agreement No. 09-151 as of the day and year first written above.

CONTRACTOR:

By: *Gena Bravo*
Gena Bravo, RN
President, Woodland Memorial Hospital

COUNTY:

By: _____
Michael Webb
County Administrative Officer

Approved As To Form:

By: _____
Philip J. Pogledich, County Counsel