

BOS No. Orig. #23-318; Amd1 #24-262; Amd3 #25-268
Contract No. 5260

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

This Fifth Amendment to Agreement No. 23-318 (“Fifth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Granite Wellness Centers (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about January 12, 2024, the Parties entered into Agreement No. 23-318 (“Agreement”); and

WHEREAS, on or about May 7, 2024, the County exercised its option to extend the Agreement under the same terms and conditions via the First Option Letter; and

WHEREAS, on or about September 24, 2024, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about November 3, 2024, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about March 4, 2025, the County issued Contractor a repayment demand letter in the amount of \$477,229.51; and

WHEREAS, on or about June 30, 2025 the County exercised its option to extend the Agreement under the same terms and conditions via the Second Option Letter; and

WHEREAS, as part of the County’s annual monitoring and compliance review conducted in June 2024 (“June 2024 Review”), multiple performance deficiencies related to Medi-Cal billing practices were discovered for residential treatment services under Levels 3.1, 3.2, and 3.5; and

WHEREAS, on or about December 9, 2025, the Parties amended the Agreement via the Third Amendment, agreeing to a repayment amount of \$334,632.60 to be paid over no more than three (3) years as a result of the June 2024 Review; and

WHEREAS, on or about March 10, 2026, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, Contractor has agreed to cure any performance deficiencies moving forward; and

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

1. Revise **Section I. of Article 1.** to extend the term of the Agreement through June 30, 2027 and update available optional extensions;
2. Revise **Paragraph III.D.1 of Article 1.** to reduce the contract maximum by \$250,000 by reducing funding by \$500,000 for Fiscal Year (FY) 2025-26 and adding funding in the amount of \$250,000 for FY 2026-27 for a new contract maximum of \$1,487,627; and
3. Revise **Paragraph III.D.3 of Article 1.** to increase optional year funding and update lifetime maximum.

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NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

I. TERM

The term of this Agreement shall be from **January 1, 2024 through June 30, 2027** unless sooner terminated as provided for in Article 2, Section VII. of this Agreement. At the County’s option, this Agreement may be extended for one (1) additional twelve (12) month periods and one (1) additional six (6) 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 their designee (“Director”).

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

D.1. The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed **ONE MILLION FOUR HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS (\$1,487,627)** as follows:

FY 2023-24 January 1, 2024 through June 30, 2024	FY 2024-25 July 1, 2024 through June 30, 2025	FY 2025-26 July 1, 2025 through June 30, 2026	FY 2026-27 July 1, 2026 through June 30, 2027	Total
\$237,627	\$750,000	\$250,000	\$250,000	\$1,487,627

These amounts are not guaranteed but shall be paid only for services rendered and received in conformance with this Agreement.

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

D.3. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I. 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 2027-28	On or before June 30, 2028	Less than or equal to \$250,000	Less than or equal to \$1,737,627
OY/FY 2028-29 6 months	On or before December 31, 2028	Less than or equal to \$125,000	Less than or equal to \$1,862,627

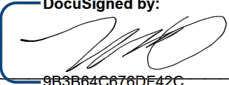
In no event shall the term of the Agreement extend beyond **December 31, 2028**, nor shall the total contract maximum exceed the amount of **ONE MILLION EIGHT HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS (\$1,862,627)**, unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

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

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

CONTRACTOR

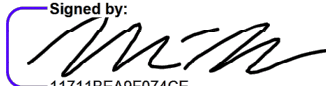
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Victoria Blacksmith, CEO
Granite Wellness Center

Date: 8/15/2026

COUNTY OF YOLO

Sheila A. Allen, Chair
Board of Supervisors

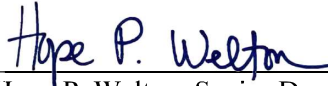
Date: _____

Signed by:

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Mónica Morales, HHSA 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