## AMENDMENT No. 5 to the AGREEMENT BETWEEN COUNTY OF LAKE AND WILLOW GLEN CARE CENTER FOR ADULT RESIDENTIAL SUPPORT SERVICES AND SPECIALTY MENTAL HEALTH SERVICES FOR FISCAL YEARS 2022-23, 2023-24, and 2024-25

This Fifth Amendment to the Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County," and Willow Glen Care Center, hereinafter referred to as "Contractor," collectively referred to as the "parties."

## RECITALS

**WHEREAS,** the County entered into an Agreement with Contractor effective July 1, 2022; and

WHEREAS, the parties amended the Agreement to decrease the total compensation payable by \$100,000.00 for a new contract maximum of \$885,500.00 on May 11, 2023; and

**WHEREAS,** the parties amended a second time to correct the termination date of the Agreement, which erroneously stated a date of June 30, 2023 when it should have been June 30, 2025; and

WHEREAS, the parties amended a third time to update rates for the 2023-24 fiscal year, in Exhibit B, "Fiscal Provisions," item 4.1; and

WHEREAS, the parties amended the Agreement a fourth time to update rates for the 2024-25 fiscal year, in Exhibit B, "Fiscal Provisions," item 4.1; and

**WHEREAS,** Contractor provides critical services to Lake County Mental Health Plan beneficiaries, some of whom require long term care; and

**WHEREAS**, Contractor's provision of services will exceed the projected costs for FY2024-2025; and

**WHEREAS**, the parties now desire to amend the Agreement a fifth time to increase the total compensation payable by \$500,000.00 for a new contract maximum of \$1,385,000.00; and must amend item three, "Compensation", to reflect this change.

**NOW, THEREFORE,** based on the forgoing recitals, the parties hereto agree as follows:

3. <u>COMPENSATION</u>. Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, "Scope of Services." Compensation to Contractor shall not exceed One Million Three Hundred Eighty-Five Dollars (\$1,385,000.00).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled, "**Fiscal Provisions**", attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

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111e Parties agree that all other tenns and conditions of the original Agreement shall remain in full force and effect.

COUN1Y OF LAKE

| Chair                |  |
|----------------------|--|
| Board of Supervisors |  |
| Date:                |  |

APPROVED AS TO FORM: Lloyd Guintivano County Counsel

DV: ch-Loyd C. Gutti varo, c.J.S. D-County of Lake, ou-Office of the County Counter email-Loyd Cuntivero Stake:countyca.gov Date: 2025.02.14.11.23.22.40107 y:

Date: February 14, 2025

| WILLOW               |     | ARE CENTER | ٤ |
|----------------------|-----|------------|---|
| Jeff Pay le<br>Owner | 0   | 1          |   |
| Date:                | 2/2 | 30/25      |   |
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ATTEST: SUSAN PARKER Clerk to the Board of Supervisors

Date: \_\_\_\_\_