

**NAPA COUNTY AGREEMENT NO. 200270B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 200270B is effective as of the 1st day of July, 2022, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “COUNTY” and **DAVIS GUEST HOME, INC.**, whose business address is 1878 East Hatch Road, Modesto, CA 95351, hereinafter referred to as **CONTRACTOR**.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about July 1, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200270B, (hereinafter referred to as “Agreement”) for CONTRACTOR to provide residential mental health services to clients referred by COUNTY’S Health and Human Services Agency; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set for herein; and

WHEREAS, as of April 20, 2021, the Parties amended the Agreement to increase the contract maximum to compensate CONTRACTOR for additional residential mental health services; and

WHEREAS, as of July 1, 2021, the Parties amended the Agreement to increase the contract maximum to accommodate the higher facility utilization numbers and additional mental health services; and

WHEREAS, as of the effective date of this Amendment No. 3, the Parties wish to further amend the Agreement to increase the contract maximum in order to accommodate the higher facility utilization numbers.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **Two Million Five Hundred Thousand Dollars (\$2,500,000.00)** of which **Five Hundred Thousand Dollars (\$500,000.00)** is increased by virtue of the Amendment No. 3; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 200270B as of the date first written above.

DAVIS GUEST HOME, INC.

By: 
LONNY DAVIS
President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
BELIA RAMOS
Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: Rachel L. Ross (e- signature) Date: 5/25/23	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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