

**NAPA COUNTY AGREEMENT NO. 200273B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 200273B is effective as of the _____ day of _____, 2025, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “COUNTY” and **WILLOW GLEN CARE CENTER, INC.**, whose mailing address is 1547 Plumas Court, Yuba City, CA 95991, 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. 200273B, (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 forth herein; and

WHEREAS, on or about November 4, 2020, the Parties amended the Agreement to incorporate Specific Terms and Conditions 3.1 (g); replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B with Exhibit B-1 (Compensation); and

WHEREAS, on or about July 1, 2021, the Parties amended the Agreement to replace Exhibit B-1 with Exhibit B-2 (Compensation) to include payment of Board and Care costs that are set by the Social Security Administration (SSA) annually and increase the contract maximum; and

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

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 **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)** of which Seven Hundred Fifty Thousand Dollars (\$750,000.00) is increased by virtue of this 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 and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 200273B as of the date first written above.

WILLOW GLEN CARE CENTER, INC.

By: 

JEFF PAYNE
Executive Director

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ANNE COTTRELL
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e- signature)</p> <p>Date: March 10, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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