

**FOURTH AMENDMENT**  
**(BOS Agreement No. \_\_\_\_ - \_\_\_\_)**

This Fourth Amendment to Agreement No. 20-04 (“Fourth Amendment”) is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and BHC Heritage Oaks Hospital, Inc., dba Heritage Oaks Hospital, a Tennessee Corporation authorized to do business in the State of California (“Contractor”), herein referred to as the “Parties,” as stated below.

**WHEREAS**, on or about January 14, 2020, the Parties entered into Agreement No. 20-04 (“the Agreement”); and

**WHEREAS**, on or about June 23, 2020, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about August 4, 2020, the Parties further amended the Agreement via the Second Amendment; and

**WHEREAS**, on or about September 1, 2020, the Parties further amended the Agreement via the Third Amendment; and

**WHEREAS**, the Parties would now like to amend the Agreement, as previously amended, to revise **Paragraphs III.B1. and III.B2.** to add funding in the amount of \$220,000 for Fiscal Year (FY) 2020-21 for a new contract maximum of \$1,996,812 and to update the Agreement maximum.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Paragraphs III.B1. and III.B2.** of the Agreement are hereby amended to read as follows:

**B1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2022** shall be no greater than **ONE MILLION NINE HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$1,996,812)** specified as follows:

Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	Total
<b>\$776,812</b>	<b>\$720,000</b>	<b>\$500,000</b>	<b>\$1,996,812</b>

**B2. Option Years:** The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. 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 compensation, subject to the maximums set forth below:

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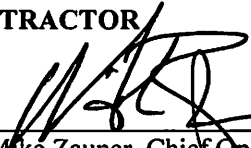
Option Year/ Fiscal Year (OY/FY)	Maximum Agreement Term Extension Per OY/FY	Increased Funding Amount Per OY/FY	Revised Agreement Maximum Per OY/FY
OY/FY 2022-23	On or before June 30, 2023	Less than or equal to: \$500,000	Less than or equal to: \$2,496,812
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to: \$500,000	Less than or equal to: \$2,996,812

In no event shall the term of the Agreement extend beyond **June 30, 2024** nor shall the total contract maximum exceed the amount of **TWO MILLION NINE HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$2,996,812)**, 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.

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

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

**CONTRACTOR**

By   
 Mike Zauner, Chief Operating Officer  
 BHC Heritage Oaks Hospital, Inc.  
 Date: 9/17/21

**COUNTY OF YOLO**

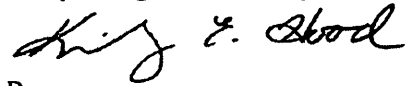
By \_\_\_\_\_  
 Jim Provenza, Chair  
 Board of Supervisors  
 Date: \_\_\_\_\_

  
 Karen Larsen, 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 \_\_\_\_\_  
 Kimberly E. Hood, Assistant