

THIRD AMENDMENT
(BOS Agreement No. ____ - ____)

This Third Amendment to Agreement No. 19-230 (“Third Amendment”) is made and entered into as of the last date signed below herein by and between the County of Yolo, a political subdivision of the State of California (“County”), and BHC Sierra Vista Hospital, Inc., a Tennessee Corporation, authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties,” who agree as stated below.

WHEREAS, on or about November 5, 2019 the Parties entered into Agreement No. 19-230 (“the Agreement”); and

WHEREAS, on or about January 12, 2021 the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 29, 2021 the Parties further amended the Agreement via the Second 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 \$70,000 for Fiscal Year (FY) 2020-21 for a new contract maximum of \$1,390,000 and update the Revised Agreement Maximum for optional extensions.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraphs III.B1. and III.B2.** of the Agreement is 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 THREE HUNDRED NINETY THOUSAND DOLLARS (\$1,390,000)** 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
\$470,000	\$570,000	\$350,000	\$1,390,000

B2. Option Years: The County and Contractor may exercise their 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:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum 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 \$400,000	Less than or equal to \$1,790,000
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$400,000	Less than or equal to \$2,190,000

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 ONE HUNDRED NINETY THOUSAND DOLLARS (\$2,190,000)** 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 Third 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 Third Amendment as of the day and year last set forth below.

CONTRACTOR

By: 
 Tami Brook, Interim Chief Executive Officer
 BHC Sierra Vista Hospital, Inc.

Date: 10/6/21

COUNTY OF YOLO

By: _____
 Jim Provenza, Chair
 Board of Supervisors

Date: _____


 Karen Larsen
 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