

BOS No. Orig. #19-230; Amd1 #21-02; Amd2 #21-132, Amd3 #21-258
Infor PO No. 3435
Infor Ref No. 2020-2020-BSV 01

FOURTH AMENDMENT
(BOS Agreement No. ____ - ____)

This Fourth Amendment to Agreement No. 19-230 (“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 Sierra Vista Hospital, Inc., a Tennessee Corporation, authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and 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, on or about October 26, 2021, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about March 24, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph I.A.** to reflect the current term and update the available option years; and
2. Revise **Paragraphs III.B1.** and **III.B2.** to add funding in the amount of \$152,000 by:
 - a. Increasing Fiscal Year (FY) 2020-21 by \$82,000; and
 - b. Increase FY 2021-22 by \$70,000 for a new contract maximum of \$1,942,000 and to update the Agreement maximum; and
3. Revise **Paragraphs XVIII.A. and XVIII.B. of Exhibit D** to update contact information for notices.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraph I.A.** of the Agreement are hereby amended to read as follows:

A. The term of this Agreement shall be from **July 1, 2019 through June 30, 2023** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for one (1) additional twelve (12) month period on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).

2. **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, 2023** shall be no greater than **ONE MILLION NINE HUNDRED FORTY-TWO THOUSAND DOLLARS (\$1,942,000)** specified as follows:

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FY 2019-20 July 1, 2019 through June 30, 2020	FY 2020-21 July 1, 2020 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	FY 2022-23 July 1, 2022 through June 30, 2023	Total
\$470,000	\$652,000	\$420,000	\$400,000	\$1,942,000

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 2023-24	On or before June 30, 2024	Less than or equal to \$400,000	Less than or equal to \$2,342,000

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 THREE HUNDRED FORTY-TWO THOUSAND DOLLARS (\$2,342,000)** 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.

3. **Paragraphs XVIII.A. and B. of Exhibit D** of the Agreement are hereby amended to read as follows:

XVIII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: BHC Sierra Vista Hospital
 8001 Bruceville Road
 Sacramento, CA 95823
 Tami Brook, Interim Chief Executive Officer

County: Yolo County Health and Human Services Agency
 137 N. Cottonwood Street
 Woodland, CA 95695
 Nolan Sullivan, Interim Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor: martin.gutierrez@uhsinc.com

County:

Contract Unit: HHSAContracts@YoloCounty.org

Contract Administrator: Mila.Green@yolocounty.org

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4. 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: DocuSigned by:
Tami Brooks
512EA4AB1F72481...
Tami Brook, Interim Chief Executive Officer
BHC Sierra Vista Hospital, Inc.
Date: 5/26/2022

COUNTY OF YOLO

By: _____
Angel Barajas, Chair
Board of Supervisors
Date: _____

Nolan Sullivan, Interim 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: Hope P. Welton
Hope P. Welton, Senior Deputy