

BOS No. Orig. #21-19; Amd1 #23-46; Amd2 #23-115
 Infor PO No. 3869
 Infor Ref No. 2020-2021-NVB 01

**THIRD AMENDMENT
 (BOS AGREEMENT NO. ____ - ____)**

This Third Amendment to Agreement No. 21-19 (“Third Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and North Valley Behavioral Health, LLC. (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about January 26, 2021, the Parties entered into Agreement No. 21-19 (“Agreement”); and

WHEREAS, on or about February 7, 2023, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 6, 2023, 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:

1. Revise **Paragraph III.B.1.** to add funding in the amount of \$15,200 for Fiscal Year (FY) 2023-24 for a new contract maximum of \$3,276,000; and
2. Revise **Paragraph III.B.2.** to increase the optional extension and update the funding amount and lifetime maximum; and
3. Revise **Paragraph II.C.1. of Exhibit B** to update and clarify the daily bed rates and effective dates; and
4. Revise **Exhibit D** to update Budget for FY 2023-24 and the optional extension.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraph III.B.1.** of the Agreement is hereby amended to read as follows:

B.1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2024** shall be no greater than **THREE MILLION TWO HUNDRED SEVENTY-SIX THOUSAND DOLLARS (\$3,276,000)** specified as follows:

FY 2020-21 January 26, 2021 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	FY 2022-23 July 1, 2022 through June 30, 2023	FY 2023-24 July 1, 2023 through June 30, 2024	Total
\$384,000	\$876,000	\$976,000	\$1,040,000	\$3,276,000

2. **Paragraph III.B.2.** of the Agreement is hereby amended to read as follows:

B.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to HHSAContracts@yolocounty.org for review and approval by the Director. 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 payment obligation, subject to the maximums set forth below:

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Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to \$1,040,000	Less than or equal to \$4,316,000

In no event shall the term of the Agreement extend beyond **June 30, 2025**, nor shall the total contract maximum exceed the amount of **FOUR MILLION THREE HUNDRED SIXTEEN THOUSAND DOLLARS (\$4,316,000)** 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. Paragraph II.C.1. of Exhibit B to the Agreement is hereby amended to read as follows:

C. 1. County shall pay Contractor a daily rate as specified below:

a. Effective January 26, 2021 through June 30, 2023

	Rate/Unit
West House	\$95/bed/day
East House	\$75/bed/day

b. Effective July 1, 2023 through September 30, 2023

	Rate/Unit
West House	\$98.77/bed/day
East House	\$78.75/bed/day

c. Effective October 1, 2023

	Rate/Unit
West House	\$95/bed/day
East House	\$95/bed/day

- 4. **Exhibit D** to the Agreement is hereby amended to read as attached.
- 5. All attachments to this Third Amendment are incorporated herein by this reference.
- 6. 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.

[Signatures Follow]

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

CONTRACTOR

DocuSigned by:
Arne Hyson

EB89092475D54A9
Arne Hyson, CEO
North Valley Behavioral Health, LLC

Date: 10/27/2023

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan

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Nolan Sullivan, 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

EXHIBIT D – CONTRACT BUDGET

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Fiscal Year 2020-21 January 26, 2021 through June 30, 2021
1	a. Personnel	\$380,800
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$57,120
2	Operating Costs	\$362,080
3	Direct to Clients	\$0
4	Total	\$800,000

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel	\$416,978
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$62,547
2	Operating Costs	\$396,475
3	Direct to Clients	\$0
4	Total	\$876,000

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel	\$501,978
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$77,547
2	Operating Costs	\$396,475
3	Direct to Clients	\$0
4	Total	\$976,000

EXHIBIT D – CONTRACT BUDGET

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	a. Personnel	\$530,400
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$79,560
2	Operating Costs	\$430,040
3	Direct to Clients	\$0
4	Total	\$1,040,000

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Option Year(s) July 1st through June 30th
1	a. Personnel	\$530,400
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$79,560
2	Operating Costs	\$430,040
3	Direct to Clients	\$0
4	Total	\$1,040,000