

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH**

**F A C T   S H E E T**

**APPROVAL OF AMENDMENT NO. 5 TO MENTAL HEALTH SERVICES  
AGREEMENT- LEGAL ENTITY WITH ASC TREATMENT GROUP DBA  
THE ANNE SIPPI CLINIC FOR FISCAL YEAR 2003-2004  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**REQUEST:**

Request to approve and instruct the Director of Mental Health, or his designee, to prepare, sign and execute Amendment 5 (substantially similar to the Attachment) to Contract No. DMH – 01435 with ASC Treatment Group dba The Anne Sippi Clinic (Anne Sippi), a legal entity, to continue to fund 18 residential treatment beds. The Amendment will be effective upon Board approval through June 30, 2004. The Amendment adds \$245,000 of one-time only County General Funds (CGF) to the Maximum Contract Amount (MCA), making the revised MCA \$735,573 for Fiscal Year (FY) 2003-2004.

Request delegated authority for the Director of Mental Health, or his designee, to prepare, sign and execute future amendments to the existing Agreement with Anne Sippi.

**CONTRACTOR:**

Anne Sippi, licensed by Community Care Licensing as an Adult Residential Facility, is located at 2457 Endicott Street, Los Angeles, California 90032, Mental Health Service Area 4, and provides a residential mental health treatment program.

**INTENT:**

Approval for the above action is requested to enable DMH to provide funds for increased costs during FY 2003-2004 due to the increase in number of clients to be served as a result of the closure of the Golden State Health Center, Inc., facilities.

**JUSTIFICATION:**

During June through August 2003, DMH increased the number of clients to be served at the facility site at 2457 Endicott Street, Los Angeles, California, 90032 from 8 to 18 to assist in accommodating clients needing placement due to the closure of the Golden State Health Centers, Inc., facilities.

The amount of \$245,000 will be used for the required additional funds to continue to pay for 18 beds through June 30, 2004.

**CONTRACTING PROCESS:**

Due to the unique nature of the services provided by Anne Sippi and the emergency circumstances under which the capacity within this contract was initially expanded, proposals for a ten-person, unlocked, residential intensive treatment program were not solicited. This contract opportunity was not posted on the Office of Small Business (OSB) website for the same reasons.

ATTACHMENT

CONTRACT NO. DMH-\_\_\_\_\_

AMENDMENT NO. \_\_

THIS AMENDMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2004, by and between the COUNTY OF LOS ANGELES (hereafter "County") and \_\_\_\_\_(hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated \_\_\_\_\_, identified as County Agreement No. DMH-\_\_\_\_\_, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2003-2004 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2003-2004, County and Contractor intend to add CGF (All Other County General Fund) in the amount of \$ \_\_\_\_\_ to fund an increase of ten (10) treatment beds for the residential mental health treatment program. The revised Maximum Contract Amount for Fiscal Year 2003-2004 will be \$ \_\_\_\_\_.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement If Agreement Is Automatically Renewed) shall be deleted in their entirety and the following substituted therefor:

"B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance, which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period.

C. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event

shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period.

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Second Automatic Renewal Period."

2. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph K (Cash Flow Advance In Expectation of Services/Activities To Be Rendered), Subsection (1) shall be deleted in its entirety and the following substituted therefor:

"K. Cash Flow Advance In Expectation of Services/Activities To Be Rendered:

- (1) Each month of each fiscal year not to exceed three (3)

consecutive months, or portion thereof, that this Agreement is in effect, Contractor may request, separately for each month, in writing from County a monthly County General Fund Cash Flow Advance for any funds, which may be part of the Maximum Contract Amount for such fiscal year as identified on the Financial Summary Page. Contractor shall specify in their request the amount of the monthly Cash Flow Advance not to exceed \$\_\_\_\_\_ per month and the total Cash Flow Advance for the three (3) months shall not exceed \$\_\_\_\_\_. The Cash Flow Advance monthly amount is 1/12<sup>th</sup> of Maximum Contract Amount as identified on the Financial Summary Page, annualized Maximum Contract Amount if a partial year.

3. Financial Summary - for Fiscal Year 2003-2004 shall be deleted in its entirety and replaced with Financial Summary - for Fiscal Year 2003-2004, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - for Fiscal Year 2003-2004 shall be deemed amended to state "Financial Summary - for Fiscal Year 2003-2004."
4. Financial Summary - for Fiscal Year 2004-2005 shall be deleted in its entirety and replaced with Financial Summary - for Fiscal Year 2004-2005, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - for Fiscal Year 2004-2005 shall be deemed amended to state "Financial Summary - for Fiscal Year 2004-2005."

5. Financial Summary - for Fiscal Year 2005-2006 shall be deleted in its entirety and replaced with Financial Summary - for Fiscal Year 2005-2006, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - for Fiscal Year 2005-2006 shall be deemed amended to state "Financial Summary - for Fiscal Year 2005-2006."
6. Contractor shall provide services in accordance with Contractor's Fiscal Year ~~2003-2004~~ Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
7. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
MARVIN J. SOUTHARD, D.S.W.  
Director of Mental Health

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Chief, Contracts Development  
and Administration Division

EA:DIASC Amend