

# AMENDMENT NO. 3 TO CONTRACT NO. MA-042-20010216 FOR PROVISION OF ADULT MENTAL HEALTH INTENSIVE RESIDENTIAL SERVICES

This Amendment ("Amendment No. 3") to Contract No. MA-042-20010216 for Adult Mental Health Intensive Residential Services is made and entered into on July 1, 2024 ("Effective Date") between ASC TREATMENT GROUP DBA ANNE SIPPI CLINIC TREATMENT GROUP ("Contractor"), with a place of business at 2457 Endicott Street, Los Angeles, CA 90032, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5<sup>th</sup> Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

## RECITALS

**WHEREAS**, the Parties executed Contract No. MA-042-20010216 for Adult Mental Health Intensive Residential Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$1,121,235 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to extend the Contract for a period of two (2) years, effective July 1, 2022, through June 30, 2024, in an amount not to exceed \$900,000, for a new total amount not to exceed \$2,021,235, and to amend Exhibit A; and

**WHEREAS**, the Parties executed Amendment No. 2 to replace Exhibit A with Exhibit A-1 of the Contract; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 3 to extend the Contract for three months, effective July 1, 2024 through September 30, 2024, in an amount not to exceed \$110,469, for a new total amount not to exceed \$2,131,704, and to amend Exhibit A-1 of the Contract.

**NOW THEREFORE,** Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

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- 1. The Contract is extended for a period of three (3) months, effective July 1, 2024 through September 30, 2024, in an amount not to exceed \$110,469 for this extension period, for a new total amount not to exceed \$2,131,704; on the amended terms and conditions.
- 2. Referenced Contract Provisions, Term provision and Amount Not To Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

"Term: July 1, 2019 through September 30, 2024

Period One means the period from July 1, 2019 through June 30, 2020 Period Two means the period from July 1, 2020 through June 30, 2021 Period Three means the period from July 1, 2021 through June 30, 2022 Period Four means the period from July 1, 2022 through June 30, 2023 Period Five means the period from July 1, 2023 through June 30, 2024 Period Six means the period from July 1, 2024 through September 30, 2024

Amount Not To Exceed:

Period One Amount Not To Exceed:	\$360,964
Period Two Amount Not To Exceed:	\$373,598
Period Three Amount Not To Exceed:	\$386,674
Period Four Amount Not To Exceed:	\$450,000
Period Five Amount Not To Exceed:	\$450,000
Period Six Amount Not To Exceed:	\$110,469
TOTAL AMOUNT NOT TO EXCEED:	\$2,131,704"

3. Exhibit A-1, Paragraph IV. Payments, subparagraph A. (but not including subparagraphs A.1 or A.2), of the Contract is deleted in its entirety and replaced with the following:

"A. For all services provided pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly, in arrears, at the rate of \$168.45 per client bed day for Period One, Period Two and Period Three, \$191.28 per client bed day for Period Four and \$197.97 per client bed day for Period Five and Period Six; provided, however, the total of all such payments to CONTRACTOR shall not exceed the Amount Not To Exceed for each Period as specified in the Referenced Contract Provisions of the Agreement. Reimbursement shall be made only for services provided to Clients who are certified by ADMINISTRATOR as eligible to receive services."

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This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 3 remain in full force and effect.

## SIGNATURE PAGE FOLLOWS

#### SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

#### Contractor: ANNE SIPPI CLINIC TREATMENT GROUP

Nathan Petty	Chief Financial Officer
Print Name DocuSigned by:	Title
Nathan Petty	4/20/2024
Signature	Date
Print Name	Title
Signature	Date
County of Orange, a political subdivision of the State of California	
Purchasing Agent/Designee Authorized Signature:	
Print Name	Title
Signature	Date
5	
APPROVED AS TO FORM	
Office of the County Counsel	
Orange County, California	
Brittany McLean	Deputy County Counsel
Print Name DocuSigned by:	Title
Brittany Miclean	4/22/2024
Signature 38662E411	Date

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