



Contract Number

19-236 A-2

SAP Number

10001257

Department of Behavioral Health

Department Contract Representative	Jesus Maciel
Telephone Number	909-388-0887
Contractor	Anne Sippi Clinic Treatment Group
Contractor Representative	Nathan Petty
Telephone Number	661-345-7616
Contract Term	July 1, 2019, thru June 30, 2024
Original Contract Amount	\$3,239,375
Amendment Amount	Not Applicable
Total Contract Amount	\$3,239,375
Cost Center	9209181000

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Anne Sippi Clinic (ASC) Treatment Group referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 19-236** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Enhanced Board and Care Treatment Services, which Contract first became effective July 1, 2019, the following changes are hereby made and agreed to, effective July 1, 2023:

I. REFERENCED CONTRACT PROVISIONS is hereby amended, to read as follows:

REFERENCED CONTRACT PROVISIONS

Term: July 1, 2019 – June 30, 2024, inclusive.

Maximum Contract Obligation: \$3,239,375

Basis for Reimbursement:

Fee – For – Service

Current Payment/Reimbursement Rate:

County Authorized Basic Patch Service Rate

Per day for patch plus SSI Board and Care rate (paid by client, Public Guardian, or through approved interim assistance).

Bed-hold

\$90.00 per day.

Up to the maximum of 4 consecutive days per client, thereafter, any additional bed day holds will need to be approved by DBH, up to the maximum amount of the contract fiscal year.

Notices to County and Contractor:

COUNTY: San Bernardino County
Department of Behavioral Health
Contracts Unit
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

CONTRACTOR: Anne Sippi Clinic Treatment Group
2457 Endicott St.
Los Angeles CA 90032
323-227-5252

PROGRAM SITE: Anne Sippi Clinic Treatment Group
2457 Endicott St.
Los Angeles CA 90032
323-227-5252

Anne Sippi Clinic Treatment Group
18200 Highway 178
Bakersfield, CA 93306
(661) 871-9697

II. ARTICLE V. FUNDING AND BUDGETARY RESTRICTIONS, paragraphs A and E are hereby amended to read as follows:

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, County or Federal governments which may in any way affect the provisions or funding of this Agreement. This Agreement is also contingent upon sufficient funds being made available by State, County or Federal governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal year. Any unspent fiscal year allocation will not roll over and will not be available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability. This Agreement is funded by 1991 Mental Health Realignment.
- E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Program no later than February 1 for the operative fiscal year. County will take into consideration requests to increase or decrease Contract funding. All requests must be submitted in writing by Contractor, with justification, to DBH Program no later than February 1 for the operative fiscal year.

III. ARTICLE VI PROVISIONAL PAYMENT, paragraphs A, C and H are hereby amended, to read as follows:

- A. During the term of this Agreement, the County shall make interim payments to Contractor on a monthly basis as follows:
 - 1. Payment for Contracted services provided by Contractor will be at the rate as specified on the Referenced Contract Provisions of this Agreement per client bed day, up to the maximum amount of the contract fiscal year.
 - 2. Payment for a bed hold provided by Contractor will be at the rate of \$90 per client bed day, up to the maximum of 4 consecutive days per client, thereafter, any additional bed day holds will need to be approved by DBH, up to the maximum amount of the contract fiscal year.
- C. All expenses claimed to DBH must be specifically related to the contract. After DBH review and approval of the billing or invoice, County shall provisionally pay Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:
 - 1. The County will pay Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments, edits, and future settlement and audit processes.
 - 2. Payment Rates for Institutions for Mental Diseases: Pursuant to Section 5902 of the WIC, Institutions for Mental Diseases (IMD), which are licensed by the DHCS, will be paid at the rate(s) established by DHCS.
 - 3. County will make available to Contractor a year-to-date Medi-Cal denied claims report on a monthly basis. It is the responsibility of Contractor to make any necessary corrections to the denied services and notify the County. The County

will resubmit the corrected services to DHCS for adjudication.

4. In the event that the denied claims cannot be corrected, and therefore the State DHCS will not adjudicate and approve the denied claims, the County will recover the paid funds from Contractor's current invoice payment. DBH Fiscal recovers denied claim amounts on a quarterly basis.
5. Quality Assurance Medi-Cal chart review disallowances will be recovered from Contractor's current invoice payment(s).

H. The allowable funding sources for this Contract may include: Federal funds may not be used as match funds to draw down other federal funds.

IV. ARTICLE VII. ELECTRONIC SIGNATURE, paragraph E.1 is hereby amended to read as follows:

E.1. Maximum allowable cost determined by total approved units multiplied by the negotiated rate; or

V. ARTICLE XVI, PERSONNEL, Paragraphs L and M are added to read as follows:

L. Executive Order N-6-22 – Russian Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

M. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment IV - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

VI. ATTACHMENT III CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) is hereby added.

VII. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

B
y _____

Deputy

Anne Sippi Clinic Treatment Group

(Print or type name of corporation, company, contractor, etc.)

B
y _____

(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Dawn Martin, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Natalie Kessee, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Georgina Yoshioka, Director

Date _____



ATTACHMENT III

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: ASC Treatment Group
2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Michael Rosberg

3. Name of agent of Contractor:

Company Name	Agent(s)
None	None
None	None

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
None	None
None	None

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
None	None	None
None	None	None

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
None	None
None	None

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9 and sign and date this form.

Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.