



**AMENDMENT NO. 43**  
**TO**  
**CONTRACT NO. MA-042-~~20010910~~21010425**  
**FOR**  
**SUICIDE PREVENTION AND SUPPORT SERVICES**

This Amendment No. 43 to Contract No. MA-042-~~20010910~~21010425 for Suicide Prevention and Support Services is made and entered into on ~~November 17, 2021~~July 1, 2023 ("Effective Date") between Didi Hirsch Psychiatric Service ("Contractor"), with a place of business at 4760 S. Sepulveda Blvd. Culver City, CA 90230, 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. 5th St., Ste. 600, 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-~~20010910~~21010425 ("Contract") for Suicide Prevention and Support Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$3,555,000, renewable for two additional one-year periods; and

WHEREAS, the Parties ~~now desire to enter into this~~executed Amendment No. 1 to increase the Period Two and Period Three Maximum Obligation by a total of \$3,000,000 to cover the costs for expanding services to a larger population, for a revised cumulative total amount not to exceed \$6,555,000, and to amend Exhibit A of the Contract to reflect this expansion in services and increase in costs; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to modify the Budget and Staffing paragraphs of the Contract for the period of November 29, 2022 through June 30, 2023; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend Exhibit A of the Contract, and to change the Contract number.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The ~~Period Two Maximum Obligation~~ Contract is ~~increased by \$~~renewed for a term of two (2) years, effective July 1, 2023 through June 30, 2025, in an amount not to exceed \$6,440,000,000 from \$1,185,000 to \$2,185,000, and for the Period Three Maximum Obligation is increased by \$2,000,000 from \$1,220,000 to \$3,220,000 renewal term, for a revised cumulative ~~Contract~~ total amount not to exceed \$6,555,00012,995,000; on the amended terms and conditions.
2. Referenced Contract Provisions, Maximum Obligation, ~~Basis for Reimbursement and~~

~~Payment Method provisions~~ provision, of the Contract ~~are~~ is deleted in ~~their~~ its entirety and replaced with the following:

~~2.~~

**“Maximum Obligation:**

Period One Maximum Obligation:	\$ 1,150,000
Period Two Maximum Obligation:	2,185,000
Period Three Maximum Obligation:	3,220,000
<u>Period Four Maximum Obligation:</u>	<u>3,220,000</u>
<u>Period Five Maximum Obligation:</u>	<u>3,220,000</u>
TOTAL MAXIMUM OBLIGATION:	\$ <del>6,555</del> <u>12,995,000</u> ”

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~ **Basis for Reimbursement: Actual Cost**

~~\_\_\_\_\_~~ **Payment Method: \_\_\_\_\_ Monthly Actual Cost”**

~~3.~~ The Contract number is changed from Contract No. MA-042-20010910 to Contract No. MA-042-21010425.

~~3.4.~~ Exhibit A, II. Budget, subparagraph A, of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>TOTAL</u>
<b>ADMINISTRATIVE COST</b>				
<del>_____</del> Salaries	<del>\$ 13,695</del>	<del>\$ 14,106</del>	<del>\$ 14,529</del>	<del>\$ 42,330</del>
<del>_____</del> Benefits	<del>2,861</del>	<del>2,947</del>	<del>3,035</del>	<del>8,843</del>
<del>_____</del> Indirect Costs	<del>104,546</del>	<del>198,591</del>	<del>292,731</del>	<del>595,868</del>
<b>SUBTOTAL</b>	<b><del>\$ 121,102</del></b>	<b><del>\$ 215,644</del></b>	<b><del>\$ 310,295</del></b>	<b><del>\$ 647,041</del></b>
<b>ADMINISTRATIVE COST</b>				
<b>PROGRAM COST</b>				

—Salaries	\$ 623,457	\$1,238,455	\$2,014,059	\$3,875,974
—Benefits	130,240	258,771	420,873	809,884
—Services and Supplies	—267,261	372,130	374,773	1,014,164
—Subcontracts	<u>—7,940</u>	<u>—100,000</u>	<u>—100,000</u>	<u>207,940</u>
<b>SUBTOTAL PROGRAM COST</b>	<b>\$1,028,898</b>	<b>\$1,969,356</b>	<b>\$2,909,705</b>	<b>\$5,907,959</b>
<b>TOTAL GROSS COST</b>	<b>\$1,150,000</b>	<b>\$2,185,000</b>	<b>\$3,220,000</b>	<b>\$6,555,000</b>
<b>REVENUE</b>				
—MHSa	<u>\$1,150,000</u>	<u>\$2,185,000</u>	<u>\$3,220,000</u>	<u>\$6,555,000</u>
<b>TOTAL REVENUE</b>	<b>\$1,150,000</b>	<b>\$2,185,000</b>	<b>\$3,220,000</b>	<b>\$6,555,000</b>
<b>TOTAL MAXIMUM OBLIGATION</b>	<b>\$1,150,000</b>	<b>\$2,185,000</b>	<b>\$3,220,000</b>	<b>\$6,555,000</b>

4. ~~Exhibit A, III. Payments, subparagraphs A and B, of the Contract are deleted in their entirety and replaced with the following:~~

~~“A. COUNTY shall pay CONTRACTOR monthly, in arrears, the actual costs of providing services each month. All payments are interim payments only and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement, which provides that CONTRACTOR shall be paid for CONTRACTOR’s actual cost of providing services hereunder, provided the total of such payments does not exceed COUNTY’s Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the actual amounts have not been fully paid.~~

~~1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR, subject to Subparagraph A.2. below.~~

~~2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that~~

~~the actual amount payments for providing services exceed the year-to-date Maximum Obligation, ADMINISTRATOR may reduce payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date actual amount payments to CONTRACTOR and the year-to-date Maximum Obligation.~~

~~————— B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20<sup>th</sup>) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice."~~

~~5. Exhibit A, IV. Reports, subparagraph A.1., of the Contract is deleted in its entirety and replaced with the following:~~

~~————— "1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports and Invoices to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported."~~

~~6. Exhibit A, V. Services, subparagraph B (but not including B.1.a-d and B.2), of the Contract is deleted in its entirety and replaced with the following:~~

~~————— "B. CONTRACTOR shall provide culturally and linguistically appropriate Suicide Prevention and Support Services to Orange County residents that are consistent with the COUNTY MHSA Plan.~~

~~————— 1. CONTRACTOR shall provide county-wide suicide prevention and support services to anyone in crisis experiencing suicidal thoughts or may have attempted suicide or someone who is concerned about a loved who may have attempted suicide or lost a family member, friend, or loved one to suicide. Services shall include a comprehensive system of support that forms a critical safety net for Orange County residents who are identified to be at their most vulnerable point. These services shall include a crisis prevention Hotline service, Survivor Support Services and step-down services and follow-~~

~~up care for individuals with suicidal ideation who are discharged from Intensive Outpatient programs (IOP), Inpatient Behavioral Health (IBH) units, or Emergency Rooms in Orange County and community outreach, education and training. Services shall focus on factors that promote resilience and address issues of stigma and shame. CONTRACTOR shall strive to meet the following goals for their program:"~~

- ~~7. Exhibit A, V. Services, subparagraph C.6., of the Contract is deleted in its entirety and replaced with the following:~~

~~"6. After the decision is made to initiate an involuntary rescue, CONTRACTOR shall call COUNTY's Crisis Assessment Team (CAT), 911, First Responders, Law Enforcement, and/or other agency deemed appropriate to the situation. The decision to initiate an involuntary rescue needs to be approved by the shift supervisor in consensus with the crisis line counselor and the on-call supervisor."~~

- ~~8. Exhibit A, V. Services, subparagraph D.3., of the Contract is deleted in its entirety and replaced with the following:~~

~~"3. Training: CONTRACTOR shall conduct education trainings in the community targeting individuals, who have attempted suicide, the family members/loved ones of those who have attempted or died by suicide, and community members. These trainings may include, but not be limited to, ASIST and SafeTALK trainings and will address recognizing risk and learning to intervene to prevent the immediate risk of suicide for clinicians, first responders, and medical providers and family members. Special attention will be paid to culturally or linguistically isolated or underserved groups including but not limited to monolingual non-English speakers, new immigrants, Deaf and Hard of Hearing, Veterans, Lesbian and Gay, Bisexual, and Transgender, Questioning, and Intersex persons, youth, older adults, victims of crime, refugees and persons experiencing a significant life change. Contractor shall also provide specialized Continuing Education Units (CEU) training and education on suicide risk assessment, prevention and intervention to staff and professionals who work with these high-risk populations including primary care physicians, nursing professionals, therapists and social workers at the participating hospitals for the Step-Down Services. Training will also be offered to non-medical professionals and other non-participating medical professionals who request the trainings, schools, religious organizations and others who serve these target populations."~~

	<u>Period Four</u>	<u>Period Five</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COST</u>			
Salaries	\$ 16,642	\$ 16,642	\$ 33,284
Benefits	3,661	3,661	7,322
Indirect Costs	292,727	292,727	585,454
<u>SUBTOTAL</u>	<u>\$ 313,030</u>	<u>\$ 313,030</u>	<u>\$ 626,060</u>
<u>ADMINISTRATIVE COST</u>			
<u>PROGRAM COST</u>			
Salaries	\$1,995,081	\$1,995,081	\$3,990,162
Benefits	438,921	438,921	877,842
Services and Supplies	372,968	372,968	745,936
Subcontracts	100,000	100,000	200,000
<u>SUBTOTAL PROGRAM</u>	<u>\$2,906,970</u>	<u>\$2,906,970</u>	<u>\$5,813,940</u>
<u>COST</u>			
<u>TOTAL GROSS COST</u>	<u>\$3,220,000</u>	<u>\$3,220,000</u>	<u>\$6,440,000</u>
<u>REVENUE</u>			
MHSA	\$3,220,000	\$3,220,000	\$6,440,000
<u>TOTAL REVENUE</u>	<u>\$3,220,000</u>	<u>\$3,220,000</u>	<u>\$6,440,000</u>
<u>TOTAL MAXIMUM</u>	<u>\$3,220,000</u>	<u>\$3,220,000</u>	<u>\$ 6,440,000"</u>
<u>OBLIGATION</u>			

9.5. Exhibit A, V. Services, subparagraph E, of the Contract is deleted in its entirety and replaced with the following:

— “E. UNITS OF SERVICE

1. CONTRACTOR shall, at a minimum, achieve the following Units of Service. The total number of Unduplicated Participants served shall include all program Participants including those in Outreach presentations in the community, Training events, and individual/group support activities. CONTRACTOR will also track additional items as mutually agreed upon with ADMINISTRATOR.

<b>SUICIDE PREVENTION AND SUPPORT SERVICES</b>	<b>ANNUAL UNITS OF SERVICE FY <del>21-22</del> <u>23-24</u></b>	<b>ANNUAL UNITS OF SERVICE FY <del>22-23</del> <u>24-25</u></b>
Number of Calls to Hotline	11,000	11,000
Number of Unduplicated Callers to Hotline	8,500	8,500
Percentage of Follow-Up Attempts	100%	100%
Number of Individual sessions	500	500
Number of Closed Support Groups sessions	64	64
Total number of <del>CT-SP sessions conducted</del> <u>step down related activities</u>	<del>5,400</del> <u>11,700</u>	11,700
Number of Closed Support Groups sessions in foreign/sign language	32	32
Number of Open Support Groups sessions	32	32
Total number of support groups conducted	128	128
Number of Crisis Support Activities conducted	20	20
Survivors of Suicide Attempt (SOSA) Groups	4	4
Number of Educational Presentations and Trainings	<del>425</del> <u>650</u>	650
Number of Individuals served through Outreach	<del>25</del> <u>26,500</u>	26,500
Proposed Unduplicated number of participants served through the step-down services	<del>250</del> <u>500</u>	500"

10.6. Exhibit A, VI. Staffing, subparagraph A, of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall, at a minimum, provide the following staffing pattern

expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

<u>Positions</u>	<u>FTE's</u>
Direct Administration Staff:	
Contracts and Grants Manager	0. <del>060</del> <u>07</u>
Manager, <u>of</u> Corporate Reporting	0. <del>050</del> <u>05</u>
Financial Analyst	0. <del>025</del> <u>03</u>
<del>Staff Accountant</del> <u>Senior Accounting Clerk</u>	<del>0.005</del> <u>01</u>
Total Administration:	0. <del>140</del> <u>16</u>
Direct Non-DSH Program Staff:	
Division Director	0. <del>10</del> <u>00</u>
<u>Vice President, Crisis Care</u>	<u>0.10</u>
<u>Senior Director of Crisis Care</u>	<u>0.10</u>
Program Director, Crisis Line Services	0.10
Program Director, Survivor Support Services	<del>0.35</del> <u>1.00</u>
<u>Program Director, Research and Evaluation</u>	<u>0.15</u>
Assistant Program Director, Crisis Line	0. <del>05</del> <u>10</u>
Assistant Program Director, Survivor Support	1.00
<u>Senior Research Analysts</u>	<u>0.00</u>
<u>Research and Evaluation Manager</u>	<u>0.15</u>
<u>Research Specialist</u>	<u>0.50</u>



<u>Research Analyst</u>	<u>0.40</u>
Program Coordinator I – <del>Bilingual</del>	0.05
Program Coordinator I – <u>Bilingual</u>	0.15
Lead Clinical <del>Supervisor</del> <u>Supervisors</u>	<del>1.00</del> <u>0.50</u>
<u>Therapist I</u>	<u>7.00</u>
Therapist <del>III</del> – Bilingual	<del>4.50</del> <u>2.00</u>
Therapist <del>I-II</del>	<del>3.42</del> <u>0.00</u>
Therapist <del>III</del> – Bilingual	<del>0.33</del> <u>2.00</u>
<del>Therapist II</del> <u>Training and Outreach Coordinator I</u>	<del>4.68</del> <u>0.00</u>
Training and Outreach Coordinator <u>II</u>	<del>4.75</del> <u>2.00</u>
Training and Outreach Coordinator <del>I</del> – Bilingual	<del>1.33</del> <u>0.00</u>
Volunteer Training Coordinator	0.20
<del>Senior Research Analysts</del> <u>Shift Supervisors</u>	<del>0.98</del> <u>0.00</u>
Shift Supervisors – <u>Multiple Staff</u>	<del>4.20</del> <u>0.15</u>
<u>Shift Supervisors Bilingual – Multiple Staff</u>	<u>0.15</u>
Crisis <del>Counselors</del> <u>Counselor</u> – Bilingual – <u>Multiple Staff</u>	<del>0.56</del> <u>0.15</u>
Administrative Assistant – Olympic	<del>0.05</del> <u>0.00</u>
Administrative Assistant – Santa Ana	1.00
Intake Counselor – Bilingual	<del>0.67</del> <u>1.00</u>
Clinical Program Coordinator I	<del>0.83</del> <u>0.00</u>
Office Manager	<del>0.75</del> <u>0.00</u>

<u>Chat and Text Supervisors – Multiple Staff</u>	<u>0.15</u>
<u>Follow-up Counselors – Multiple Staff</u>	<u>0.15</u>
Follow-up Counselor at 16 hrs./week	<del>4.83</del> <u>0.00</u>
Follow-up Counselor at 24 hrs./week	<del>4</del> <u>0.00</u>
Total Program:	<del>21.88</del> <u>22.25</u>
Subcontractor:	
Access California	0.33
Korean Community Services (KCS)	0.33
<del>SIS-Vietnamese</del> <u>Moving Forward Psychological Institute, Inc.</u>	<u>0.33</u>
Total Subcontractors:	0.99
Total FTE:	<del>23.04</del> <u>40</u> "

This Amendment No. 43 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. 43 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 43 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 43 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 43. 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 that of 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: DIDI HIRSCH PSYCHIATRIC SERVICE**

_____	_____
Print Name	Title
_____	_____
Signature	Date

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**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

_____	Deputy County Counsel
Print Name	Title
_____	_____
Signature	Date