

1 SECOND AMENDMENT TO AGREEMENT FOR PROVISION OF
2 SURVIVOR SUPPORT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 DIDI HIRSCH PSYCHIATRIC SERVICE
7 DBA DIDI HIRSCH MENTAL HEALTH SERVICES
8 JULY 1, 2015 THROUGH JUNE 30, 2018
9

10 THIS SECOND AMENDMENT TO AGREEMENT entered into this 15th day of March 2018,
11 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of
12 California (COUNTY) and DIDI HIRSCH PSYCHIATRIC SERVICE DBA DIDI HIRSCH MENTAL
13 HEALTH SERVICES, a California nonprofit corporation (CONTRACTOR). COUNTY and
14 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties."
15 The Original Agreement, the First Amendment and this Second Amendment are and shall continue to be
16 administered by the Director of the COUNTY's Health Care Agency or his/her authorized designee
17 ("ADMINISTRATOR").
18

19 WITNESSETH:
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21 WHEREAS, on June 16, 2015, the COUNTY authorized an Agreement with CONTRACTOR for
22 the provision of Survivor Support Services for the period July 1, 2015 through June 30, 2018; and
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24 WHEREAS, on June 16, 2015, the Board of Supervisors authorized ADMINISTRATOR to increase
25 the Agreement Maximum Obligation by an amount not to exceed 10% of the Period One funding for the
26 Agreement; and
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28 WHEREAS, on January 1, 2016, ADMINISTRATOR authorized an increase of the Agreement
29 amount by \$27,000, revising the Maximum Obligation for Period One and Period Two from \$270,693 to
30 \$284,193, for a revised Total Maximum Obligation of \$839,079; and
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32 WHEREAS, COUNTY now desires to increase the Agreement amount by \$23,000 for Period
33 Three, revising the Maximum Obligation for Period Three from \$270,693 to \$293,693, for a revised
34 Total Maximum Obligation of \$862,079; and
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1 WHEREAS, CONTRACTOR desires to accept the additional funding and agrees to provide
 2 additional Survivor Support Services pursuant to the terms and conditions of the original Agreement and
 3 scope of work;

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 5 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 6 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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 8 1. Page 4, lines 8 through 12 of the Agreement are amended to read as follows:
 9 “Maximum Obligation:

10	Period One Maximum Obligation:	\$284,193
11	Period Two Maximum Obligation:	284,193
12	Period Three Maximum Obligation:	<u>293,693</u>
13	TOTAL MAXIMUM OBLIGATION:	\$862,079”

14
 15 2. Section II. Budget A., of Exhibit A to the Agreement is amended to read as follows:

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>		
22	ADMINISTRATIVE COST				
23	Salaries	\$ 1,858	\$ 1,858	\$ 1,992	\$ 5,708
24	Benefits	403	403	420	1,226
25	Indirect Costs	<u>32,456</u>	<u>32,456</u>	<u>32,456</u>	<u>97,368</u>
26	SUBTOTAL	\$ 34,717	\$ 34,717	\$ 34,868	\$104,302
27	ADMINISTRATIVE COST				
28	PROGRAM COST				
30	Salaries	\$149,282	\$149,282	\$154,909	\$453,473
31	Benefits	32,395	32,395	33,832	98,622
32	Services and Supplies	46,299	46,299	57,584	150,182
33	Subcontractors	<u>21,500</u>	<u>21,500</u>	<u>12,500</u>	<u>55,500</u>
34	SUBTOTAL PROGRAM COST	\$249,476	\$249,476	\$258,825	\$757,777
35	TOTAL GROSS COST				
36		\$284,193	\$284,193	\$293,693	\$862,079
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1	REVENUE				
2	MHSA	\$284,193	\$284,193	\$293,693	\$862,079
3	TOTAL REVENUE	\$284,193	\$284,193	\$293,693	\$862,079
4					
5	TOTAL	\$284,193	\$284,193	\$293,693	\$862,079”
6	MAXIMUM OBLIGATION				

3. Section III. Payments A., of Exhibit A to the Agreement is amended to read as follows:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$23,683 per month for Period One and Period Two, and the provisional amount of \$22,558 per month for July 2017 to February 2018, and \$28,308 per month for March 2018 through June 2018 of Period Three as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY’s Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, 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 provisional amount specified above has 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 as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR’s and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.”

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4. Section VI. Staffing A., of Exhibit A to the Agreement is amended to read as follows:

“A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

ADMINISTRATION	<u>FTEs</u>
Director, Program Evaluation	<u>0.02</u>
SUBTOTAL ADMINISTRATION	0.02
 PROGRAM	
Division Director	0.05
Program Director	0.25
Program Coordinator	0.81
Therapist Bilingual (Korean)	0.25
Therapist Bilingual (Spanish)	0.62
Administrative Assistant	0.85
Program Evaluator	<u>0.05</u>
SUBTOTAL PROGRAM	2.88
 TOTAL FTEs	 2.90”

In all other respects, the terms of the underlying Agreement as previously modified by the First Amendment, which are not specifically changed by this Second Amendment, shall remain in full force and effect and are incorporated herein by this reference.

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1 IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Agreement, in
2 the County of Orange, State of California.

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4 DIDI HIRSCH PSYCHIATRIC SERVICE DBA DIDI HIRSCH MENTAL HEALTH SERVICES

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6 DocuSigned by:
7 BY: David K. Gaffield DATED: 1/31/2018
8 4D4040EE18DD499...

9 TITLE: Director Revenue Management

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13 COUNTY OF ORANGE

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16 BY: _____ DATED: _____
17 HEALTH CARE AGENCY

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21 APPROVED AS TO FORM
22 OFFICE OF THE COUNTY COUNSEL
23 ORANGE COUNTY, CALIFORNIA

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26 DocuSigned by:
27 BY: Eric Divine DATED: 1/29/2018
28 81E8686C1E6D4FD...
29 DEPUTY

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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.