



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-20010910
FOR
SUICIDE PREVENTION AND SUPPORT SERVICES**

This Amendment No. 1 to Contract No. MA-042-20010910 for Suicide Prevention and Support Services is made and entered into on November 17, 2021 ("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 ("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 Amendment No. 1 to increase the Period Two and Period Three Maximum Obligation to cover the costs for expanding services to a larger population and to amend Exhibit A of the Contract to reflect this expansion in services and increase in costs.

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

1. The Period Two Maximum Obligation is increased by \$1,000,000 from \$1,185,000 to \$2,185,000, and the Period Three Maximum Obligation is increased by \$2,000,000 from \$1,220,000 to \$3,220,000, for a revised cumulative Contract total amount not to exceed \$6,555,000.
2. Referenced Contract Provisions, Maximum Obligation, Basis for Reimbursement and Payment Method provisions, of the Contract are deleted in their entirety and replaced with the following:

"Maximum Obligation:

Period One Maximum Obligation:	\$ 1,150,000
Period Two Maximum Obligation:	2,185,000
Period Three Maximum Obligation:	3,220,000
TOTAL MAXIMUM OBLIGATION:	\$ 6,555,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly Actual Cost”

3. 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>
ADMINISTRATIVE COST				
Salaries	\$ 13,695	\$ 14,106	\$ 14,529	\$ 42,330
Benefits	2,861	2,947	3,035	8,843
Indirect Costs	<u>104,546</u>	<u>198,591</u>	<u>292,731</u>	<u>595,868</u>
SUBTOTAL	\$ 121,102	\$ 215,644	\$ 310,295	\$ 647,041
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	\$ 623,457	\$1,238,455	\$2,014,059	\$3,875,971
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>
SUBTOTAL PROGRAM COST	\$1,028,898	\$1,969,356	\$2,909,705	\$5,907,959
TOTAL GROSS COST	\$1,150,000	\$2,185,000	\$3,220,000	\$6,555,000
REVENUE				
MHSA	<u>\$1,150,000</u>	<u>\$2,185,000</u>	<u>\$3,220,000</u>	<u>\$6,555,000</u>
TOTAL REVENUE	\$1,150,000	\$2,185,000	\$3,220,000	\$6,555,000
TOTAL MAXIMUM OBLIGATION	\$1,150,000	\$2,185,000	\$3,220,000	\$ 6,555,000

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 (20th) 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.”

- 9. 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.

SUICIDE PREVENTION AND SUPPORT SERVICES	ANNUAL UNITS OF SERVICE FY 21-22	ANNUAL UNITS OF SERVICE FY 22-23
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 CT-SP sessions conducted	5,400	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	425	650
Number of Individuals served through Outreach	25,500	26,500
Proposed Unduplicated number of participants served through the step-down services	250	500"

10. 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 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.

<u>Positions</u>	<u>FTE's</u>
Direct Administration Staff:	
Contracts and Grants Manager	0.060
Manager, Corporate Reporting	0.050

Financial Analyst	0.025
Staff Accountant	<u>0.005</u>
Total Administration:	0.140
Direct Non-DSH Program Staff:	
Division Director	0.10
Program Director, Crisis Line Services	0.10
Program Director, Survivor Support Services	0.35
Assistant Program Director, Crisis Line	0.05
Assistant Program Director, Survivor Support	1.00
Program Coordinator I – Bilingual	0.05
Program Coordinator I	0.15
Lead Clinical Supervisor	1.00
Therapist II – Bilingual	1.50
Therapist I	3.42
Therapist I – Bilingual	0.33
Therapist II	1.68
Training and Outreach Coordinator	1.75
Training and Outreach Coordinator - Bilingual	1.33
Volunteer Training Coordinator	0.20
Senior Research Analysts	0.98
Shift Supervisors	1.20
Crisis Counselors – Bilingual	0.56
Administrative Assistant – Olympic	0.05

Administrative Assistant – Santa Ana	1.00
Intake Counselor – Bilingual	0.67
Clinical Program Coordinator I	0.83
Office Manager	0.75
Follow-up Counselor at 16 hrs./week	1.83
Follow-up Counselor at 24 hrs./week	1.00
Total Program:	21.88
Subcontractor:	
Access California	0.33
Korean Community Services (KCS)	0.33
SIS Vietnamese	<u>0.33</u>
Total Subcontractors:	0.99
Total FTE:	23.01”

This Amendment No. 1 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. 1 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 1 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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

Howard Goldman

CFO

Print Name

Title

DocuSigned by:

Howard Goldman

10/8/2021

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Date

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

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

Brittany McLean

10/8/2021

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Date