

LOS ANGELES POLICE COMMISSION

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POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

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July 8, 2021

BPC #21-116

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

The Honorable City Council
City of Los Angeles, Room 395
c/o City Clerk's Office

Dear Honorable Members:

RE: FIRST AMENDMENT CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
DIDI HIRSCH PSYCHIATRIC SERVICE DBA DIDI HIRSCH MENTAL HEALTH
SERVICES

At the regular meeting of the Board of Police Commissioners held Tuesday, June 29, 2021 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink, appearing to read "Maria Silva", is written over a horizontal line.

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

June 23, 2021
3.5

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF LOS ANGELES AND DIDI HIRSCH PSYCHIATRIC SERVICE DBA DIDI HIRSCH MENTAL HEALTH SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached First Amendment to Contract No. C-137882 between the City and Didi Hirsch Psychiatric Service DBA Didi Hirsch Mental Health Services (Contractor).
2. That the Board TRANSMIT the First Amendment to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the First Amendment upon Mayoral approval.

DISCUSSION

On February 10, 2021, the City entered into a one-year contract with the Contractor to operate the Call Direction to Ensure Suicide Safety Pilot Program (CRESS Pilot Program) pursuant to a motion adopted by the City Council and approved by the Mayor (Council File No. 20-1506). The contract allows the Contractor to handle identified mental health calls to ensure that individuals in severe emotional distress or suicidal crisis receive the appropriate support in a timely manner and to reduce the need for the Los Angeles Police Department to respond to these types of calls. Currently, the Contractor provides this service for eight hours per day, seven days per week.

This First Amendment expands this service to allow the Contractor to handle these calls twenty-four hours per day, seven days per week, and increases the total compensation from \$378,522 to \$838,522. A ratification clause in the First Amendment allows the Contractor to begin providing these additional services on July 1, 2021, prior to its execution. The Office of the City Attorney has approved the First Amendment as to form.

The Honorable Board of Police Commissioners

Page 2

3.5

Should you have any questions concerning this request, please contact
Police Administrator II Thom Brennan, Commanding Officer, Fiscal Group, at (213) 486-8590.

Respectfully,

A handwritten signature in blue ink, appearing to be 'MICHEL R. MOORE', written over the printed name.

MICHEL R. MOORE
Chief of Police

Attachments

INTRADEPARTMENTAL CORRESPONDENCE

June 15, 2021
3.5

TO: Chief of Police

FROM: Commanding Officer, Fiscal Group

SUBJECT: REQUEST FOR APPROVAL OF THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF LOS ANGELES AND DIDI HIRSCH PSYCHIATRIC SERVICE DBA DIDI HIRSCH MENTAL HEALTH SERVICES

It is requested that the Chief of Police review, approve and transmit to the Board of Police Commissioners the attached First Amendment to Contract No. C-137882 between the City and Didi Hirsch Psychiatric Service DBA Didi Hirsch Mental Health Services (Contractor).

On February 10, 2021, the City entered into a one-year contract with the Contractor to operate the Call Direction to Ensure Suicide Safety Pilot Program (CRESS Pilot Program) pursuant to a motion adopted by the City Council and approved by the Mayor (Council File No. 20-1506). The contract allows the Contractor to handle identified mental health calls to ensure that individuals in severe emotional distress or suicidal crisis receive the appropriate support in a timely manner and to reduce the need for the Los Angeles Police Department to respond to these types of calls. Currently, the Contractor provides this service for eight hours per day, seven days per week.

This First Amendment expands this service to allow the Contractor to handle these calls twenty-four hours per day, seven days per week, and increases the total compensation from \$378,522 to \$838,522. A ratification clause in the First Amendment allows the Contractor to begin providing these additional services on July 1, 2021 prior to its execution. The Office of the City Attorney has approved the First Amendment as to form.

Should you have any questions concerning this request, please contact Senior Management Analyst II James T. Aceron, Officer in Charge, Contracts Section, Fiscal Group at (213) 486-0112.


THOM BRENNAN, Police Administrator II
Commanding Officer
Fiscal Group

Attachments

**FIRST AMENDMENT TO
CONTRACT NO. C-137882
BETWEEN
THE CITY OF LOS ANGELES
AND
DIDI HIRSCH PSYCHIATRIC SERVICE
DBA DIDI HIRSCH MENTAL HEALTH SERVICES
FOR MENTAL HEALTH CALL DIVERSION SERVICES**

This FIRST AMENDMENT to Contract No. C-137882 is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department"), and Didi Hirsch Psychiatric Service, a California non-profit corporation doing business as Didi Hirsch Mental Health Services (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, on February 10, 2021, the City and Contractor entered into Contract No. C-137882 ("Original Agreement") to provide for a pilot program to divert calls for services related to non-violent mental health crises from the LAPD to qualified mental health services providers (Council File No. 20-1506); and,

WHEREAS, the Original Agreement has a one-year term commencing February 10, 2021 and expiring February 9, 2022; and

WHEREAS, the Original Agreement allows the Contractor to provide services for eight (8) hours between 12:00 p.m. and 8:00 p.m., seven (7) days per week; and

WHEREAS, Section 12.6 of the Original Agreement, provides for Amendments to the Agreement; and

WHEREAS, the LAPD has a continued need for Contractor's Services and now desires for Contractor to provide services for twenty-four (24) hours per day, seven (7) days per week; and

WHEREAS, Contractor's services are of a professional and occasional nature and Contractor has been providing satisfactory services; and

WHEREAS, Contractor is willing to perform the work under the terms and conditions of this Amendment; and

WHEREAS, this First Amendment is necessary for Contractor to continue to provide services articulated under the Original Agreement.

NOW, THEREFORE, the City and Contractor hereby agree that the Original Agreement be amended as follows:

1. Replacement of Attachment B. Attachment B of the Original Agreement, Scope of Work, is hereby amended in its entirety to reflect the addition of services performed under the Original Agreement and restated as set forth in Attachment D of this First Amendment, attached hereto.
2. Changes to Compensation/Appropriation. Beginning after the heading, Section 4.1 of the Original Agreement, entitled "Compensation/Appropriation", is hereby deleted and replaced as follows:

The City of Los Angeles shall disburse to the Contractor as consideration for the services to be provided by the Contractor an amount not to exceed Eight Hundred Thirty-Eight Thousand Five Hundred Twenty-Two Dollars (\$838,522.00), including all applicable federal, state, and local taxes, as provided in the Fee Schedule in Attachment B, Scope of Work.

The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

3. Ratification. Due to the need for the Contractor's services to be provided continuously, the Contractor may have provided services prior to the execution of this First Amendment. To the extent that said services were performed in accordance with the terms and conditions of the Original Agreement, those services are hereby ratified.
4. Order of Precedence/Counterparts. In the event of an inconsistency between any of the provisions of this First Amendment to Contract No. C-137882, or all

prior or current exhibits, the inconsistency shall be resolved by giving previous exhibits and/or amendments precedence in the following order:

- 1) First Amendment to Contract No. C-137882,
- 2) LAPD Contract No. C-137882, and
- 3) Standard Provisions for City Contracts (Rev. 10/17) [v.3].

Except as herein amended or modified, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect.

This First Amendment includes four (4) pages and one (1) attachment. The Original Agreement is hereby incorporated by reference in its entirety into this First Amendment.

This First Amendment may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the parties hereto have caused this First Amendment to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

**DIDI HIRSCH PSYCHIATRIC SERVICE
DBA DIDI HIRSCH MENTAL HEALTH
SERVICES**

By: _____
MICHEL R. MOORE
Chief of Police

By: _____
HOWARD GOLDMAN
Chief Financial Officer

Date: _____

Date: June 15, 2021

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0000111587-0001-0

Internal Revenue Service Taxpayer Identification Number: 95-1816023

City Contract Number: C-137882-1

ATTACHMENT D

SCOPE OF WORK

DIDI HIRSCH PSYCHIATRIC SERVICE SCOPE OF WORK

1.0 INTRODUCTION

The Los Angeles Police Department and the Suicide Prevention Center of Didi Hirsch Mental Health Services (Didi Hirsch SPC) will pilot a 9-1-1 call diversion program for those in suicidal crisis or in severe emotional distress to receive appropriate crisis support and mental health assistance. The program will lessen the burden on LAPD patrol resources and decrease the potential of violent encounters between police and persons suffering from a mental health crisis by diverting non-imminent suicide calls to the Didi Hirsch SPC crisis counselors for de-escalation and assessment.

The Suicide Prevention Hotline (the "Hotline") is located within the Didi Hirsch SPC and shall accept diverted 9-1-1 calls twenty-four hours per day, seven (7) days per week. Services are accessible throughout Los Angeles County and provided in the Thirteen (13) Threshold Languages through direct staff and/or other language services. The Hotline also has the ability to serve the deaf and hard of hearing community.

Under this Scope of Work (SOW), Didi Hirsch SPC will provide the following services to callers diverted to the Hotline by the LAPD:

1. Immediate mental health services and emotional support for all callers in crisis.
2. Clinical supervision of all mental health services.
3. Follow-up contact to the initial call must be within the appropriate time frame to ensure callers have the required resources.
4. Follow-up care program(s) specific to the individual caller's needs.

2.0 DEFINITIONS

2.1 Imminent

Imminent refers to the "immediate and impending threat of a person causing substantial physical injury to self or others." A caller at imminent risk of suicide, is unable to stay safe without some sort of intervention. Examples of imminent risk calls:

- A. A caller who has started to take a few pills before the call, or during the call, and is thinking about taking more.
- B. A caller whose Self-Rated Intent (SRI) is a 5 (provided they understand the rating).
- C. A caller who is standing next to a busy freeway or railroad crossing at the time of the call and thinking about jumping into traffic/onto the rails.
- D. A caller who is calling from their car and considering driving it into a structure or off a cliff.
- E. A caller who has immediate access to a gun.

2.2 Non-Imminent

Non-imminent risk suicide calls involve callers who are actively engaged in collaborating with the crisis counselor on safety planning, have an SRI that is lower than five (5) at the end of the call and, according to their own and the counselor's assessment, is able to stay safe without intervention. Such callers can be assessed to be anywhere from low to high risk throughout the call and may be offered a follow-up contact as part of their safety plan.

2.3 Self-Rated Intent

All callers to the Didi Hirsch Suicide Prevention Center crisis line are asked to rate themselves on suicide intent, at the start and end of the call, as part of the standard risk assessment.

Counselors use the following script: "On a scale of 1-5, where 1 represents 'not likely' and 5 represents 'extremely likely,' how likely are you to act upon your suicidal thoughts and feelings at this time?"

NOTE: Counselor can explore what "at this time" means for caller (i.e. next 10 minutes, 24 hrs., 48 hrs., one week).

2.4 Thirteen (13) Threshold Languages

The thirteen (13) threshold languages (including English) are Arabic, Armenian, Cantonese, Cambodian, Other Chinese, English, Farsi, Korean, Mandarin, Russian, Spanish, Tagalog and Vietnamese.

3.0 CITY PROJECT MANAGER

The City's designated project manager (City Project Manager), who will administer this project on behalf of the City, is Captain Kelly Muniz. The City Project Manager for this project may be changed at City's sole discretion. Should the City project manager change, the City shall notify Contractor as described in Section 1.2, Subsection C of the Agreement to which this is attached.

4.0 CONTRACTOR PERSONNEL

4.1 Project Manager

The project manager for Didi Hirsch SPC shall be:

Sandri Kramer
SPC Project and Grants Manager
Didi Hirsch Psychiatric Service
4760 S. Sepulveda Blvd.
Culver City, California 90230

4.2 Required Staffing Levels

Contractor shall assign a sufficient number of employees to perform all required work. At a minimum, this shall include:

Position	Number of Full Time Equivalent Employees
Crisis Counselor Bi-lingual	2.5
Shift Supervisor Bi-lingual	1
Data Analysis and Reporting	0.25
Management Supervision	0.15

4.3 Training

Contractor shall ensure that all staff assigned to work under this Agreement have received appropriate training prior to beginning work under this Agreement. This training shall include training on 911 dispatch protocols, standards and center culture administered by the LAPD. This training shall have an emphasis on cross-cultural exchange and may include site visits.

5.0 SPECIFIC WORK REQUIREMENTS

5.1 Criteria for 911 Call Diversion

Through this 911 call diversion pilot program, non-imminent risk suicide-related and behavioral health-related calls answered by LAPD 911 dispatch operators will be diverted to the dedicated line at Didi Hirsch SPC with the exception of calls involving the following circumstances:

- A. The subject is threatening to jump from a bridge or structure.
- B. The subject needs medical attention, or a suicide attempt is in progress.
- C. The subject has a weapon and is outside or in public and not in a building or residence.
- D. The subject has a weapon inside a building or residence and other people are present.

5.2 Requirements for handling diverted 9-1-1 calls

Under this SOW, Didi Hirsch SPC shall handle 9-1-1 calls diverted to Didi Hirsch in accordance with the following requirements:

- A. Didi Hirsch SPC shall follow standard crisis call management protocols per national accreditation/Suicide Prevention Lifeline standards and Best Practices, including de-escalation, risk and safety assessment, and resource referrals.
- B. Didi Hirsch SPC shall accept warm transfer calls from LAPD's 911 Dispatch Center twenty-four hours per day, seven days per week. All calls will be answered in English but shall have immediate access to Spanish-speaking shift supervisor if caller's preferred language is Spanish. Other languages shall be accommodated only through the use of a language line, which Didi Hirsch shall provide through a contractor, at no additional cost to the LAPD.
- C. Didi Hirsch SPC shall re-engage LAPD Dispatch when a caller is assessed to need an emergency response. Crisis counselors will attempt to stay on the phone with the caller to continue de-escalation efforts and provide support while a designated shift supervisor communicates via direct call-in line LAPD Dispatch, guided by the incident number. Contractor shall stay on the line until LAPD or LAFD response has arrived on the scene.

5.3 Services Provided to Callers

Under this SOW, Didi Hirsch SPC shall provide the following services to all diverted callers:

- A. Didi Hirsch SPC shall offer a minimum of one follow-up call to all diverted callers. The date and time of the follow up call will be determined by the caller and Didi Hirsch SPC personnel.
- B. At the time of the follow-up contact, Didi Hirsch SPC will re-assess for safety and provide referrals to supportive services.
- C. At subsequent follow-up contacts, if accepted by the caller, Didi Hirsch SPC will work to ensure that callers are linked to community-based programs, in close proximity to the client's desired location.

5.4 Training for LAPD Communications Division

Didi Hirsch shall provide training to LAPD Communications Division on crisis line protocols, standards and center culture. This training shall have an emphasis on cross-cultural exchange and may include site visits.

5.5 Training for LAPD Officers

Didi Hirsch shall participate and/or provide crisis and suicide intervention training as feasible, which may include:

- A. SPC's Law Enforcement tailored suicide intervention training for negotiators.
- B. Suicide prevention & intervention for the LAPD Peer Support Counseling Program.
- C. Participation in LAPD-led de-escalation trainings.

6.0 QUALITY CONTROL AND REPORTING

6.1 Quality Control Plan

The Contractor will establish and utilize a comprehensive Quality Control Plan to ensure a consistently high level of service is delivered for the entire term of the Contract. The Plan must be submitted to the City Project Lead for review upon request. The plan must include the following:

- A. Method of measuring the effectiveness of services provided.

- B. Identification of outcome data and method for the collection of outcome data to measure the effectiveness of services provided. Additionally, Didi Hirsch SPC is responsible for the submission of specific demographic, and monitoring data and outcome measures as requested by City.

6.2 Monthly Reporting

Contractor is required to provide monthly reports via email to the City Project Manager. The monthly reports shall include the following data:

- A. The number of calls diverted.
- B. The number of calls diverted that end up requiring police response.
- C. Call types/demographics:
 - i. Gender.
 - ii. Age.
 - iii. Ethnicity/Race.
 - iv. ZIP Code.
- D. The number of callers accepting follow-up.
- E. The number of callers who were successfully reached through follow-up.
- F. Linkages to mental health/substance use/other community services.

6.3 Ad Hoc Reporting

On an occasional basis, the Contractor may be required to provide to the LAPD and the City customized, ad hoc or specialized as-needed reports, and any other documents providing metrics. The Contractor shall furnish said reports within five (5) business days from receipt of a written request, or other timeframe specified in writing, from the City Project Manager. Specific details regarding the content and format of the specialized report shall be provided by the City Project Manager as needed. All reports are to be delivered to the LAPD only. No report may be distributed to other parties without the prior approval of the LAPD.

6.4 Meetings

Contractor is required to attend scheduled meetings as requested by City for the life of the program.

- A. Monthly meetings will be held between City and Contractor to review outcome data.
- B. Didi Hirsch SPC shall attend quarterly Suicide Prevention Network meetings.

6.5 City Observations

City will monitor the Contractor based on this Statement of Work.

In addition to City Project Manager, other City personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance. City personnel may be required to sign a confidentiality agreement prior to observing or reviewing performance, activities, and documents relevant to this SOW or the Agreement to which this SOW is attached to ensure compliance with medical privacy laws.

7.0 CONTRACTOR RESPONSIBILITIES

7.1 Dedicated Line

Didi Hirsch SPC shall set up a dedicated line to accept direct transfers from LAPD 911 Dispatch to the Didi Hirsch SPC. This dedicated line will be assigned the highest priority level and shall be answered over any other lines.

7.2 Materials and Equipment

The purchase of all materials/equipment to provide the services articulated in this SOW shall be the responsibility of the Didi Hirsch SPC.

7.3 Space for Support and Training

In instances where City requires access to Contractor facilities, Contractor shall provide City with access to Contractor facilities on an as-needed basis for the performance of the services articulated in this SOW.

8.0 FEE SCHEDULE

In accordance with the terms of the Agreement to which this SOW is attached, the LAPD will pay the Didi Hirsch SPC Eight Hundred Thirty-Eight Thousand Five Hundred Twenty-Two Dollars (\$838,522.00) as follows:

Month	Amount
Month 1 (02/10/2021 – 03/09/2021)	\$31,543.50
Month 2 (03/10/2021 – 04/09/2021)	\$31,543.50
Month 3 (04/10/2021 – 05/09/2021)	\$31,543.50
Month 4 (05/10/2021 – 06/09/2021)	\$31,543.50
Month 5 (06/10/2021 – 07/09/2021)	\$50,447.61
Month 6 (07/10/2021 – 08/09/2021)	\$94,557.20
Month 7 (08/10/2021 – 09/09/2021)	\$94,557.20
Month 8 (09/10/2021 – 10/09/2021)	\$94,557.20
Month 9 (10/10/2021 – 11/09/2021)	\$94,557.20
Month 10 (11/10/2021 – 12/09/2022)	\$94,557.20
Month 11 (12/10/2021 – 01/09/2022)	\$94,557.20
Month 12 (01/10/2022 – 02/09/2022)	\$94,557.20
Total:	\$838,522.00

NOTE: Starting on July 1, 2021, Didi Hirsch SPC will start providing services for twenty-four hours per day instead of the 8 hours per day authorized from February 10, 2021 to June 30, 2021.