



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 15, 2017

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

40 August 15, 2017

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AMENDMENT NUMBER EIGHT TO AGREEMENT
NUMBER 7742 WITH HEALTHRIGHT 360 FOR GENDER-RESPONSIVE
REHABILITATION PROGRAM FOR FEMALE OFFENDERS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of Amendment Number Eight (Amendment) to Agreement Number 77742 (Agreement) with HealthRIGHT 360 (HR360), which will extend the term of the current Agreement for the Gender-Responsive Rehabilitation Program (GRRP) Services (Services) for female offenders for one year, plus one additional six-month option period in any increment. This extension period is required to allow for the completion of the solicitation process for a new Services contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Amendment to the Agreement with HR360, which will extend the term of the Agreement for an additional one-year period from September 6, 2017, through September 5, 2018, plus one additional six-month option period in any increment, for a total extension term not to exceed one year and six months. The Amendment cost shall not exceed \$1,069,065 and will increase the Agreement's Maximum Contract Sum from \$3,523,507 to \$4,592,572. The Amendment cost includes a one-percent increase to the indirect expenses from 12 percent to 13 percent of the direct costs.
2. Delegate authority to the Sheriff, or his designee, to execute an Amendment to the Agreement that exercises the extension option if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue to engage HR360 to perform the Services necessary to maintain the Department's GRRP that provides life-skills training and fosters personal well-being, accountability, independence, employability, and family and community cohesion among participants. The Amendment will enable the Department to continue providing these Services to the female inmate participants housed at the Department's Century Regional Detention Facility.

The proposed Amendment will also allow the Department to complete the solicitation process for a new Services contract.

Implementation of Strategic Plan Goals

The Services provided under the proposed Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by enabling the Department to provide life-changing skills to incarcerated female offenders.

FISCAL IMPACT/FINANCING

The Amendment cost for the extension of the term of the Agreement is \$1,069,065 and will increase the Agreement's Maximum Contract Sum from \$3,523,507 to \$4,592,572. The Amendment cost includes a one-percent increase to the indirect expenses from 12 percent to 13 percent of the direct costs. The Department has identified funding from the Inmate Welfare Fund to continue to finance the GRRP Services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This is a cost reimbursement Agreement whereby the County pays HR360 for the actual direct costs incurred by HR360 for the delivery of Services plus indirect expenses in the revised amount of 13 percent of the direct costs.

On March 6, 2012, the Board approved the Agreement with HR360 (previously known as Haight Ashbury Free Clinics, Incorporated) to provide the aforementioned Services.

On September 6, 2012, Amendment Number One was executed by the Sheriff to reallocate funds from the Year One Budget to the Start-up Cost Budget, and to execute a language change to correct a typographical error.

On February 6, 2013, Amendment Number Two was executed by the Sheriff to document the Contractor's corporate name change to HealthRIGHT 360.

On March 13, 2014, Amendment Number Three was executed by the Sheriff to reallocate Line Item Budget categories and eliminate certain Line Item Budget Narrative sub-categories and reallocate those funds; and to eliminate the percentage breakdown for each Line Item Budget sub-category under Fringe Benefits on the Budget Narratives.

On March 4, 2015, Amendment Number Four was executed by the Sheriff to extend the term of the Agreement for the first one-year option term.

On January 6, 2016, Amendment Number Five was approved by the Sheriff to reduce certain Line

Item Budget Narrative sub-categories and reallocate those funds and reallocate the reduced Maximum Annual Contract Sum.

On February 16, 2016, Amendment Number Six was executed by the Sheriff to extend the term of the Agreement for the second one-year option term.

On February 16, 2017, Amendment Number Seven was executed by the Sheriff to extend the term of the Agreement for the final six-month option term, and update and add specific County-mandated provisions to the Agreement. The Agreement will expire on September 5, 2017.

HR360 is in compliance with all Board and Chief Executive Office requirements.

County Counsel has reviewed and approved the Amendment as to form.

Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If the Amendment is not approved, the Department will no longer be able to provide the life changing services to incarcerated female offenders. This will have an immediate and direct negative impact on the female participants who are striving to better their lives for their families and society by becoming productive citizens, and thereby preventing recidivism.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and "M".

JIM McDONNELL

Sheriff

JM:DS:ds

Enclosures

**AMENDMENT NUMBER EIGHT TO AGREEMENT NO. 77742
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HEALTHRIGHT 360
FOR GENDER-RESPONSIVE REHABILITATION
PROGRAM FOR FEMALE OFFENDERS**

This Amendment Number Eight ("Amendment") to Agreement Number 77742 ("Agreement") is entered into by and between County of Los Angeles ("County") and HealthRIGHT 360 ("Contractor") (previously known as Haight Ashbury Free Clinics, Inc.), effective upon execution by the County Board of Supervisors.

- A. WHEREAS, on March 6, 2012, County and Contractor entered into the Agreement for Gender-Responsive Rehabilitation Program for Female Offenders; and
- B. WHEREAS, on September 6, 2012, County and Contractor entered into Amendment Number One to the Agreement to effectuate a Line Item Budget reallocation and to correct a typographical error; and
- C. WHEREAS, on February 6, 2013, County and Contractor entered into Amendment Number Two to the Agreement to document the change of the corporate name of Haight Ashbury Free Clinics, Inc. to HealthRIGHT 360; and
- D. WHEREAS, on March 13, 2014, County and Contractor entered into Amendment Number Three to the Agreement to reallocate Line Item Budget categories; to eliminate certain Line Item Budget and Budget Narrative sub-categories and reallocate those funds; and to eliminate the percentage breakdown for each Line Item Budget sub-category under Fringe Benefits on the Budget Narratives; and
- E. WHEREAS, on March 4, 2015, County and Contractor entered into Amendment Number Four to the Agreement to extend the Term of Agreement for the first one-year Option Term from March 6, 2015, through and including March 5, 2016; and
- F. WHEREAS, on January 6, 2016, County and Contractor entered into Amendment Number Five to the Agreement to amend Exhibit C, Pricing Sheet, to reduce the Line Item Budget Narrative sub-category of Program Facilitators under Personnel and the Line Item Budget and Narrative sub-category under Fringe benefits and reallocated those funds; and
- G. WHEREAS, on February 16, 2016, County and Contractor entered into Amendment Number Six to the Agreement to extend the Term of Agreement for the second one-year Option Term from March 6, 2016, through and including March 5, 2017; and

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- H. WHEREAS on February 16, 2017, County and Contractor entered into Amendment Number Seven to the Agreement to (1) extend the Term of Agreement for the final six-month Option Term from March 6, 2017, through and including September 5, 2017; (2) update the County-mandated provision for the Consideration of Hiring GAIN/GROW Participants; (3) add the County-mandated provision regarding Time Off for Voting; and (4) add the County-mandated provision regarding Compliance with Zero Tolerance Policy on Human Trafficking; and
- I. WHEREAS, the Agreement currently expires on September 5, 2017; and
- J. WHEREAS, County and Contractor desire to (1) extend the Term of Agreement for an additional one-year period from September 6, 2017, through and including September 5, 2018, plus one additional six-month option term in any increment, for a total extension term not to exceed one year and six (6) months; (2) add the Annual Maximum Contract Sums and increase the Total Maximum Contract Sum of the Agreement by \$1,069,065 for the additional one (1) year term extension and six (6) month option term; (3) increase the percentage amount of Indirect Expenses of the Agreement by one percent from 12 percent (12%) to thirteen percent (13%); (4) update the County-mandated provisions regarding the County's Quality Assurance Plan and the Safely Surrendered Baby Law; and (5) update Exhibit C (Pricing Sheet).

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and adequacy of which are expressly acknowledged, the parties agree as follows:

- 1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for one year from September 6, 2017 through September 5, 2018.

7. TERM

- 7.1 The Term of this Agreement shall commence March 6, 2012 and shall terminate September 5, 2018, unless sooner terminated in whole or in part, as provided herein.

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- 7.2 The County has the option, at the Sheriff's sole discretion and upon notice to Contractor prior to the end of the current period of the Term, to extend the Term of this Agreement for an additional six-month option period, in any increment, for a total Term not to exceed seven years. The six-month option term extension shall be in the form of a written Amendment to this Agreement executed by both Sheriff and Contractor pursuant to Sub-paragraph 6.2.4 of this Agreement.
 - 7.3 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an option term extension of the Agreement.
 - 7.4 Contractor shall notify the County Project Director when this Agreement is within six (6) months from the expiration of the Term of the Agreement. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Sub-paragraph 3.1.1.
- 2. Paragraph 8 (Costs and Fees), Sub-paragraph 8.2 only of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$1,069,065 for the additional one year term extension and six month option term if exercised by County:
 - 8.2 The "Maximum Contract Sum" authorized by County hereunder is, and shall in no event expressly or by implication, exceed \$4,592,572 and shall be allocated as set forth in Exhibit C (Pricing Sheet).
- 3. Paragraph 8 (Costs and Fees), Sub-paragraph 8.4 only of the Agreement is deleted in its entirety and replaced as follows to increase the percentage amount of the Indirect Expenses by one percent (1%) from twelve percent (12%) to thirteen percent (13%), effective September 6, 2017:
 - 8.4 This is a cost reimbursement Agreement whereby County pays Contractor for the actual Direct Costs incurred by Contractor for the delivery of services required under the Agreement, plus Indirect Expenses in the amount of thirteen percent (13%) of the Direct

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Costs, in accordance with Exhibit C (Pricing Sheet), up to and not to exceed the stated Maximum Annual Contract Sum in any given contract year.

4. Paragraph 46.0 (County's Quality Assurance Plan) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

46.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor's performance under the Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

5. Paragraph 50.0 (Safely Surrendered Baby Law) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, Safely Surrendered Baby Law of this Agreement. Additional information is available at www.babysafela.org.

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50.2 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

6. Exhibit C (Pricing Sheet) of the Agreement, as Amended and Restated under Amendment Number Five to the Agreement, is deleted in its entirety and replaced with the revised Exhibit C (Pricing Sheet), attached hereto, to add the Maximum Annual Contract Sums and increase the Total Maximum Contract Sum of the Agreement for the additional one (1) year term extension and six (6) month option term and to add the Line Item Budget and Budget Narrative for Amendment Number Eight Year One and Amendment Number Eight 6th Month Extension Option Term.
7. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
8. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Eight to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Eight, or caused it to be duly executed by its duly authorized officer.



COUNTY OF LOS ANGELES

By: *Mark Ridley-Thorn*
 Chairman, Board of Supervisors

ATTEST:
 LORI GLASGOW
 Executive Officer of the
 Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

LORI GLASGOW
 Executive Officer
 Clerk of the Board of Supervisors

By: *Sachelle Smitherman*
 Deputy AUG 15 2017

By: *Sachelle Smitherman*
 Deputy AUG 15 2017

HealthRIGHT 360

Signed: *D. P. H.*

Printed: Demetrius Andrees

Title: VP AFTER LAKE

APPROVED AS TO FORM:
 MARY C. WICKHAM
 County Counsel

By: *Michele Jackson*
 Michele Jackson
 Principal Deputy County Counsel

ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

40 AUG 15 2017

Lori Glasgow
 LORI GLASGOW
 EXECUTIVE OFFICER

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