



RALPH M. TERRAZAS
FIRE CHIEF

October 17, 2018

BOARD OF FIRE COMMISSIONERS
FILE NO. 18-118

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: FIRST AMENDMENT WITH EXODUS RECOVERY, INC. (C-130580)

FINAL ACTION: ☐ Approved
☐ Denied

☐ Approved w/Corrections
☐ Received & Filed

☐ Withdrawn
☐ Other

SUMMARY

On December 12, 2017, the Los Angeles Fire Department (LAFD) entered into a one-year Agreement (C-130580) with Exodus Recovery, Inc. (Exodus) to staff a pilot program called the Los Angeles Fire Department Sobriety Emergency Response Unit (SOBER Unit). This partnership provides for the staffing of an Exodus Nurse Practitioner and an Exodus Case Manager to the SOBER Unit, along with an assigned LAFD Firefighter/Paramedic.

The SOBER Unit is a specially designated ambulance used to respond to emergency calls involving individuals suspected of alcohol intoxication. This program allows for early intervention and alternative transport to the Sobering Center operated by Exodus wherein these patients can get the help they need while increasing availability of LAFD emergency resources for other call loads.

Because of the successful collaboration between the LAFD and Exodus, it is recommended that this partnership continue under Agreement No. C-130580 by extending the term for an additional one-year period from December 12, 2017 to December 11, 2019, and include an option to extend the term for one more year.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute the First Amendment to Agreement C-130580 between the City and Exodus Recovery, Inc. to provide for Nurse Practitioner and Case Manager staffing support for the SOBER Unit for the period of December 12, 2017 through December 11, 2019, with one one-year option to extend the Agreement.

2. Authorize the Fire Chief to exercise the one-year option to extend the Agreement subject to approval of the Board of Fire Commissioners.
3. Transmit the Agreement to the Mayor's Office in accordance with Executive Directive No. 3.

FISCAL IMPACT

There is no impact to the General Fund. Exodus Recovery, Inc., will be providing one (1) Full-Time Equivalent (FTE) Nurse Practitioner and one (1) FTE Case Manager for the SOBER Unit at no cost to the City of Los Angeles.

Board Report prepared by Marc Eckstein, M.D., Medical Director, Commander, EMS Bureau and Lauren Nakasuji, Senior Management Analyst I, Administrative Services Bureau.

Attachment

**FIRST AMENDMENT TO AGREEMENT NO. C-130580
BETWEEN
THE CITY OF LOS ANGELES
AND
EXODUS RECOVERY, INC.**

THIS FIRST AMENDMENT (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Fire Department (hereinafter referred to as the "LAFD"), and Exodus Recovery, Inc., a Nevada non-profit corporation authorized to do business in California (hereinafter referred to as "Contractor") with reference to the following:

WHEREAS, the Contractor operates the David L. Murphy Sobering Center ("Sobering Center"), located at 640 Maple Avenue, Los Angeles, California, which is a center created to reduce incarcerations, minimize hospitalizations, and assist active, chronic and serial inebriates living in and around Skid Row; and

WHEREAS, the LAFD operates the Sobriety Emergency Response Unit ("SOBER Unit"), which is a specially designated ambulance used to respond to emergency calls involving individuals suspected of alcohol intoxication; and

WHEREAS, on December 12, 2017, the parties entered into Agreement No. C-130580, wherein the City utilized the services of the Contractor to provide a Nurse Practitioner and a Case Manager for a one-year pilot project to staff the LAFD SOBER Unit, along with a LAFD Firefighter/Paramedic; and

WHEREAS, the three-member team staffing the SOBER Unit works collaboratively to assess and treat the patient, determine if the patient is medically cleared for transport to the Sobering Center instead of to a hospital Emergency Department, and begins the process of connecting the patient with other social services resources during transport to the Sobering Center, all with the goal of providing chronic inebriates with a path to recovery in order to reduce incarcerations, minimize hospitalizations, and reduce homelessness; and

WHEREAS, because of the successful collaboration between the parties regarding the SOBER Unit, the parties desire in this First Amendment to extend the term of the Agreement for one year through December 11, 2019, and include an option to extend the term for one additional year, implemented by an amendment to the Agreement; and

NOW THEREFORE, in consideration of the above premises, and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Section 2.0 TERM OF THE AGREEMENT**, is hereby amended in its entirety to read:

The term of this Agreement will be effective from December 12, 2017 through December 11, 2019, unless otherwise terminated as provided in this Agreement.

This Agreement may be extended for a total of one (1) year. The amendment to extend the term of this Agreement is contingent upon the approval by the Board of Fire Commissioners.

To the extent that Contractor may have begun performance of the services before the date of execution of this Agreement, at the City's request and due to immediate needs, the CITY hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement.

2. **Section 13.1 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**, is hereby added to read:

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

3. Except as amended by this First Amendment, all other provisions of Agreement No. C-130580 shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

**EXODUS RECOVERY, INC.,
A NEVADA NON-PROFIT
CORPORATION**

By: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

By*: _____
Luana Murphy
President/CEO

DATE: _____

DATE: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By**: _____

By: _____
Kimberly D. Miera
Deputy City Attorney

Name: _____

DATE: _____

Title: _____

DATE: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: _____

DATE: _____

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Agreement Number: C-130580-1