



WENDY STILL, MAS
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059
1111 Jackson Street
Oakland, CA 94604-2059

April 16, 2019

Honorable Board of Supervisors
County of Alameda
Oakland, California 94612

Dear Board Members:

**SUBJECT: APPROVE A SECOND AMENDMENT FOR PROCUREMENT
CONTRACT NO. 14973 WITH FAMILY BUILDERS BY ADOPTION**

RECOMMENDATIONS:

- A. Approve a Second Amendment to a contract (Procurement Contract No. 14973) with Family Builders by Adoption (Principal: Jill Jacobs, Location: Oakland) to provide adoption permanency services to the Alameda County Probation Department, extending the contract term of 5/15/17 – 5/14/19 by one year to 5/14/20, and increasing the contract amount from \$344,000 to \$532,942 (\$188,942 increase); and
- B. Authorize the Chief Probation Officer or designee to execute the amendment upon review and approval as to form by County Counsel.

DISCUSSION/SUMMARY/FINDING:

Family Builders by Adoption (FB) is a licensed adoption agency that brings 40 years of experience with a seamless continuum of foster-adoption services all provided with cultural and trauma responsiveness. FB has a long track record of excellence in permanency work with older youth in foster care and working closely with county staff and administrators to improve permanency practice. On May 9, 2017, Item No. 25, your Board approved a one-year contract with FB to provide adoption permanency services. On March 13, 2018, Item No. 43, your Board approved a First Amendment to extend the contract period for one year from 5/15/17-5/14/18 to 5/14/19 and increased the total contract amount from \$172,000 to \$344,000 (\$172,000 increase).

As a result of AB 403 Continuum of Care Reform, Probation Departments are required to discontinue use of level 1-10 group homes and instead use resource families for the care of foster youths. The goal of AB 403 is to ensure that foster youths are cared for in family-like

environments in hopes that they will receive better treatment and have healthier outcomes. The Core beliefs inherent in this family finding, assessment and preparation approach are:

- Every child has a family and they can be found if we try;
- Loneliness can be devastating, even dangerous and is experienced by most children who are in out of home care;
- A meaningful connection to family helps a child develop a sense of belonging; and
- The single factor most closely associated with positive outcomes for children is meaningful, lifelong connections to family.

This contract allows for this amendment by mutual agreement.

SELECTION CRITERIA/PROCESS:

On April 12, 2019 General Services Agency-Procurement issued a Finding of Piggyback Acceptance and approved Piggyback No. 4621-2 for a total contract amount of \$532,942 with an expiration date of May 14, 2020.

Family Builders by Adoption (Certified Small: 17-00020; Expiration: January 31, 2020) is a certified Small, Local & Emerging Business and has performed satisfactorily through the contract term.


FINANCING:

Funding for this contract is included in the ACPD Fiscal Year 2018-19 Approved Budget and will be requested in future budget years. No additional funding is required, and there will be no impact to net County cost as a result of approving the above recommendations.

VISION 2026 GOAL:

The adoption permanency services meet the 10X goal pathway of a **Crime Free County** in support of our shared vision of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,


Wendy Still, MAS
Chief Probation Officer

Ws:kvw

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Family Builders by Adoption (Family Builders), (“Contractor”) with respect to that certain agreement entered by them on May 15, 2017 (referred to herein as the “Agreement”) pursuant to which Contractor provides Assessment/Permanency/ Acceptance/Training/LiveScan services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. The term of the Agreement is currently scheduled to expire on May 14, 2019. As of the Effective Date, the term of the Agreement is extended through May 14, 2020.
2. Contractor shall provide child-specific youth permanency services to a caseload of 20 youth with a service delivery time of 6 -24th months beginning May 15, 2019.
3. Contractor shall provide the following services:
 - a. Contractor shall provide child-specific youth permanency services to a caseload of 20 youth with a service delivery time of 6 -24th months beginning May 15, 2019.
 - b. Conduct Resource Family Approval (RFA) psycho-social assessments on a fee-for-service basis for 25 assessments per year beginning May 15, 2019 through May 14, 2020. Assessments will be completed within 90 days unless the family or department causes delay. Re-assessments will also be provided. Cost will be \$2,000 per assessment for a total of \$50,000.
 - c. Provide training that will include 12 hours of pre-approval training in accordance with the RFA Written Directives. This service will be billed at \$500.00 per applicant trained, on a fee-for-service basis for a total of \$12,500.

- d. Provide 25 individuals with CPR/ First Aid training at \$70 per individual for a total of \$1,750.
 - e. Provide 25 individuals with livescan finger prints at \$94 per individual for a total of \$2,350.
 - f. Contractor shall bill for salaries, program expenses, and operating expenses for a total of \$122,342
 - g. Total maximum reimbursable total for this contract is \$188,942.
4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed one hundred eighty-eight thousand nine hundred forty-two dollars (\$188,942). As a result of these additional services the not to exceed amount has increased from three hundred forty-four thousand dollars (\$344,000) to five hundred thirty-two thousand nine hundred forty-two dollars (\$532,942) over the term of the Agreement.
 5. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County May 15, 2019.
 6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this Second Amendment Contractor certifies to the best of its

knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall not substitute the small and/or emerging local business(s) listed in this agreement without prior written approval from the County. County will be under no obligation to pay contractor for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

Contractor shall provide SLEB utilization reports when invoicing the County utilizing the Alameda County Compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the County web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they

and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Contact the Office of Acquisition Policy (OAP) at 1401 Lakeside Drive, 10th Floor, Oakland, CA, (510) 208-9617 if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

8. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: _____

Title: _____

Date: _____

Approved as to Form:
Donna R. Ziegler, County Counsel

By: _____
K. Scott Dickey, Assistant County Counsel

By signing above, signatory warrants and represents that he/she executed this Second Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Second Amendment.

**REVISED EXHIBIT B
PAYMENT TERMS**

1. INVOICING

- a. By the 10th of the month, upon satisfactory completion of performance requirements, Contractor must email its quarterly progress report and invoice during the billing period
 - b. The County will make its best effort to issue payment within thirty (30) business days following receipt and review of invoice and upon Contractor's satisfactory completion of project deliverables. If the quarterly invoice and monthly progress report is not submitted by the 10th of the month it will be considered late, and it will not be processed or reviewed until the following month on the 10th of each month.
 - c. The County shall notify Contractor of any adjustments required to invoice. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
2. The total amount of reimbursement under the terms of this Agreement shall not exceed \$188,942. Funds shall be used solely for Youth Permanency Services. Funds may not be used for any purpose other than those identified in Exhibit A of this Agreement without prior approval from the ACPD Liaison.
- a. County shall pay contractor after completion of each quarter. Billing will be submitted in (4) invoices quarterly.
 - b. Contractor shall conduct RFA psycho-social assessments on a fee for service basis for 25 assessments per year beginning May 15, 2019 through May 14, 2020. Assessments will be completed within 90 days unless the family or department causes delay. Re-assessments will also be provided. Cost will be \$2,000 per assessment for a total of \$50,000.
 - c. Contractor shall provide training that will include 12 hours of pre-approval training in accordance with the RFA Written Directives. This service will be billed at \$500.00 per applicant trained, on a fee for service basis for a total of \$12,500.
 - d. Contractor shall provide 25 individuals with CPR/ First Aid training at \$70 per individual for a total of \$1,750.

- e. Contractor shall provide 25 individuals with livescan finger prints at \$70 per individual for a total of \$2,350.
- f. Contractor will submit quarterly progress reports with each quarterly invoice submitted, and budget reports at the end of the fiscal year

TIMELINE FOR DELIVERABLES/REPORTS

Due Date	Deliverable
Aug. 10, 2019	Quarterly Progress Report & Invoice
Nov. 10, 2019	Quarterly Progress Report & Invoice
Feb.10, 2020	Quarterly Progress Report, Invoice, and Budget Report
May 10, 2020	Quarterly Progress Report & Invoice

- 3. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

Contractors Budget

**FAMILY BUILDERS
Alameda County Probation
Budget - 12 months
FY19-20
Direct Services**

Salaries		
Social Worker -Permanency	100%	58,000.00
Program Supervisor	15%	8,505.00
Executive Director	6%	8,209.00
Finance Director	5%	4,784.00
Operations Manager	5%	3,095.00
Accounting/Data Clerk	5%	2,690.00
Total Salaries		85,284.00
Total Benefits		19,783.00
Total Salaries and Benefits	\$	105,067.00
Program Expense		
Travel		3,800.00
Support Services		1,475.00
Includes: Internet family finding searches, Snacks for clients and other miscellaneous program expenses		
Operating Expenses	\$	12,000.00
(Rent, Utilities, Supplies, Insurance, Accounting)		
TOTAL DIRECT SERVICES	\$	122,342.00

FEE FOR SERVICE

PSYCHOSOCIAL ASSESSMENT/ FAMILY EVALUATION		
Reimbursement Per Assessment	# of Assessments	
\$2,000	25	\$ 50,000.00
TRAINING		
Training @\$500	# of Trainings	
	25	\$ 12,500.00
CPR/ First Aid Training @ \$70 per individual	# of CPR/ First Aid Training	
	25	\$ 1,750.00
Livscan fingerprint expense @ \$94	# of Livescan fingerprint	
	25	\$ 2,350.00
Maximum Reimbursable Amount	\$	188,942.00

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations

SIGNATURE: _____ DATE: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: 
Signature

By: 
Signature

Name: WENDY STILL, MAS
(Printed)

Name: Jill Jacobs
(Printed)

Title: CHIEF PROBATION OFFICER

Title: Executive Director

Date: 5/9/19

Approved as to Form:
Donna R. Ziegler, County Counsel

By: 
K. Scott Dickey, Assistant County Counsel

By signing above, signatory warrants and represents that he/she executed this Second Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Second Amendment.

**REVISED EXHIBIT B
PAYMENT TERMS**

1. INVOICING

- a. By the 10th of the month, upon satisfactory completion of performance requirements, Contractor must email its quarterly progress report and invoice during the billing period
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TIMELINE FOR DELIVERABLES/REPORTS

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**FAMILY BUILDERS
Alameda County Probation
Budget - 12 months
FY19-20
Direct Services**

<u>Salaries</u>		
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Program Supervisor	15%	8,505.00
Executive Director	6%	8,209.00
Finance Director	5%	4,784.00
Operations Manager	5%	3,095.00
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Total Salaries		85,284.00
Total Benefits		19,782.00
Total Salaries and Benefits	\$	105,067.00

<u>Program Expense</u>		
Travel		3,800.00
Support Services		1,475.00

Includes: internet family finding searches, Snacks for clients and other miscellaneous program expenses

<u>Operating Expenses</u>	\$	12,000.00
(Rent, Utilities, Supplies, Insurance, Accounting)		

TOTAL DIRECT SERVICES	\$	122,342.00
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FEE FOR SERVICE

PSYCHOSOCIAL ASSESSMENT/ FAMILY EVALUATION

Reimbursement Per Assessment	# of Assessments	
\$2,000	25	\$ 50,000.00

TRAINING

Training @\$500	# of Trainings	
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Livscan fingerprint expense @ \$94	# of Livscan fingerprint	
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Maximum Reimbursable Amount	\$	188,942.00
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EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Family Builders by Adeptia

PRINCIPAL: Jill Jacobs

TITLE: Executive Direct

SIGNATURE: [Signature]

DATE: 5/9/19

EXHIBIT E


**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

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It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations

SIGNATURE  DATE: 5/9/19

Handwritten notes:
Contractor to provide list of subcontractors by 5/15/19
Contractor to provide list of subcontractors by 5/15/19