



WENDY STILL, MAS
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

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

May 20, 2020

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AUTHORIZE A SECOND AMENDMENT TO THE CONTRACT WITH LEADERS IN COMMUNITY ALTERNATIVES, INC. FOR EARLY INTERVENTION COURT PROGRAM SERVICES; MASTER CONTRACT NO. 901506; PROCUREMENT CONTRACT NO. 14752

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 2 to the contract (Master Contract No. 901506; Procurement Contract No. 14752) with Leaders In Community Alternatives, Inc. (Principal: Jon Fajardo; Location: Oakland) to continue providing early intervention court program services to the Alameda County Probation Department, extending the current term of 7/1/17 – 6/30/20 by one year until 6/30/21, with no change in the total contract value of \$1,700,000.

DISCUSSION/SUMMARY:

On July 28, 2015, your Board approved (Item No. 71) funding for community-based organizations to provide services under five service domains as follows: education, employment, case management, For Us By Us, and pretrial services and early intervention court program.

On June 27, 2017, your Board approved (Item No. 27) a two-year contract with Leaders In Community Alternatives, Inc. (LCA) to provide pretrial and early intervention court services to the Alameda County Probation Department (ACPD). On June 18, 2019, your Board approved (Item No. 33) an amendment to extend the contract term date to June 30, 2020.

On September 24, 2019, your Board approved (Item No. 21.1) a Memorandum of Understanding (MOU) between the Superior Court of California, County of Alameda, and ACPD to establish a Pretrial Division. ACPD will operate the Pretrial Division and assist the criminal courts in the release-and-detention decision process by providing reviews and recommendations to judicial officers. ACPD will conduct pretrial assessments and provide recommendations at five Alameda County jails. ACPD will also monitor and supervise pretrial defendants released on court-ordered conditions that address compliance, court appearance, and public safety.

The Public Safety Realignment Act (Realignment Act) took effect on October 1, 2011, and mandated extensive changes to California's criminal justice systems. Realignment shifted the responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation to each of the 58 counties. This Realignment Act tasked local government at the county level with developing a new approach to reducing recidivism.

This amendment will allow for continuity of early intervention court program services. Pretrial services are not being renewed as part of this amendment, and will now be provided by ACPD's Pretrial Division. The contract allows for this amendment by mutual agreement.

SELECTION CRITERIA/PROCESS:

ACPD worked with the General Services Agency (GSA)-Procurement to develop a Request for Proposal (RFP) that was issued on October 28, 2016 and resulted in four responses. LCA was the highest scoring qualified vendor and had originally agreed to subcontract 20% of the contract to Community Works West (Principal: Ruth Morgan; Location: Oakland; Certified Small: 14-00018; Expiration: 1/31/22) to provide full-time case managers.

LCA has since replaced Community Works West and will subcontract a combined total of 20% to Youth UpRising (Principal: Sharon Brown; Location: Oakland; Certified Small: 11-00087; Expiration: 4/30/21) and Promise Network Inc. (Principal: Diana Frappier; Location: Oakland; Certified Emerging: 18-00042; Expiration: 5/31/21). Youth UpRising will provide case managers, and Promise Network Inc. will provide software application and program outcome analysis.

ACPD is satisfied with the services provided by LCA. As verified in the Elation Systems, Small Local Emerging Business (SLEB) subcontractor achievement to date is 16.71% (7.81% Small and Local; 8.90% Emerging and Local). LCA will continue to work with Youth UpRising and Promise Network Inc. to meet the SLEB requirement.

FINANCING:

Appropriations for the amended contract are included in the ACPD Fiscal Year 2019-20 Approved Budget and extended in the 2020-21 MOE Budget with no cost increase. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

The early intervention court program meets the 10X goal pathway of a **Crime Free County** in support of our shared visions of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,

DocuSigned by:
Wendy Still
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Wendy Still, MAS
Chief Probation Officer, CCP-EC Chair
Alameda County Probation Department

DocuSigned by:
Willie A. Hopkins Jr.
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Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAHLL\rp\U:\Board Letters\Purchasing\FY 2019-20\901506 BL (2nd Amendment) PTS-EICP_SP.docx

cc: County Administrator
Auditor-Controller
County Counsel

June 9, 2020

**Contract Summary
Early Intervention Court Program**

**Total Contract Summary
Contract Term: 7/1/17 - 06/30/21**

Vendor	Location	Contract Amount	Required Total Participation					
			Local		Small/Local Participation		Emerging/Local Participation	
			%	\$	%	\$	%	\$
Leaders In Community Alternatives, Inc.	Oakland, CA	\$ 1,700,000.00			20.00%	\$ 340,000.00		

**Contract Summary to Date
07/01/17 - 04/16/20**

Vendor	Location	\$ Paid to Prime	Achieved Participation to Date					
			Local Participation		Small/Local Participation		Emerging/Local Participation	
			%	\$	%	\$	%	\$
Leaders In Community Alternatives, Inc.	Oakland, CA	\$ 1,082,970.91	100.00%	\$ 1,082,970.91	7.81%	\$ 84,685.42	8.90%	\$ 96,436.00

SLEB Subcontractor Achievement to Date**

SLEB Subcontractor Name	Address	Certification Information	Small/Local Participation		Emerging/Local Utilization	
			%	\$	%	\$
Community Works West, Inc.	110 Broadway Oakland, CA 94607	Cert # 14-00018 Expires 1/31/22	0.35%	\$ 3,852.59		
Promise Network Inc Diana Frappier	436 14th Street, Suite 920 Oakland, CA 94612	Cert # 18-00042 Expires 5/31/21			8.90%	\$ 96,436.00
Youth UpRising	PO Box 5380 Oakland, CA 94605	Cert # 11-00087 Expires 4/30/21	7.46%	\$ 80,832.83		

** Percentage calculations may differ due to rounding

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Leaders in Community Alternatives, Inc., (“Contractor”) with respect to that certain agreement for which services started on July 1, 2017, executed by the vendor on June 14, 2017 and by the County on July 18, 2017, and that certain First Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides early intervention court services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. 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 (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on July 30, 2020. As of the Effective Date, the term of the Agreement is extended through July 31, 2021.
3. A Revised Exhibit A, Definition of Services, is attached to this Amendment.
4. A Revised Exhibit A-1, Specific Requirements, is attached to this Amendment.
5. A Revised Exhibit A-2, Pretrial Services, is attached to this Amendment.
6. A Revised Exhibit B, Payment Terms, is attached to this Amendment.
7. Attached here to, Exhibit D, is a current Debarment and Suspension Certificate executed by Contractor.
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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

LEADERS IN COMMUNITY
ALTERNATIVES, INC.

By: DocuSigned by:
Detra Dillon
DE9C0172C941490... Signature

By: DocuSigned by:
Jon Fajardo
F0CB6999E2134BB. Signature

Name: Detra Dillon
(Printed)

Name: Jon Fajardo
(Printed)

Title: Procurement Administrator

Title: Program Director

Date: 6/25/2020

Date: 6/25/2020

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

REVISED EXHIBIT A
DEFINITION OF SERVICES

Except as expressly modified by this Revised Exhibit A, all of the terms and conditions of the original Exhibit A – Definition of Services are and remain in full force and effect.

1. Effective as of this Second Amendment, all services related to Pretrial Services are removed from Exhibit A – Definition of Services.

REVISED EXHIBIT A-1
SPECIFIC REQUIREMENTS

Except as expressly modified by this Revised Exhibit A-1, all of the terms and conditions of the original Exhibit A-1 – Specific Requirements are and remain in full force and effect.

1. Effective as of this Second Amendment, all services related to Pretrial Services are removed from Exhibit A-1– Specific Requirements.

REVISED EXHIBIT A-2
PRETRIAL SERVICES

Effective as of this Second Amendment, Exhibit A-2 – Pretrial Services is removed in its entirety.

REVISED EXHIBIT B
PAYMENT TERMS

1. Except as expressly modified by this Revised Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.
2. Contractor shall not exceed the following budget:

EARLY INTERVENTION COURT PROGRAM

Detailed Budget		Annual Budget
Salaries		
Program Director	1	\$ 70,000
Court Liaison/Lead Case Manager	1	\$ 52,000
Case Managers – LCA	1	\$ 50,000
Case Managers – Subcontractor (including Benefits)	2	\$ 143,000
Administrative Assistant / Van Driver		\$ n/a
Benefits		\$ 49,266
SUBTOTAL TOTAL PERSONNEL		\$ 364,266
Operating		
Office Supplies		\$ 5,000
Equipment		\$ 2,000
Drug Testing		\$ 1,000
Incentives/Public Transportation/Gift Cards		\$ 10,000
Client Transportation (Minivan)		\$ 10,000
Electronic Monitoring		\$ n/a
Training and Education (Staff)		\$ 3,500
Occupancy (Rent)		\$ 60,000
Utilities		\$ n/a
Communications		\$ 35,000
Travel/Mileage		\$ 2,000
Insurance		\$ 15,000
SUBTOTAL OPERATIONS		\$ 143,500
Other (Startup Costs)		\$ n/a
Subtotal:		\$ 507,766
Administrative Overhead	15%	\$ 76,165
Total Annual Budget (FY 20/21)		\$ 583,931

3. Contractor shall invoice County for any amounts due, with payments structured as follows:
 - a. Pursuant to the above budget, County will reimburse monthly amount not to exceed an average of \$30,355.50 for positions approved in the budget (1/12 of the total Personnel budget of \$364,266). Contractor may also invoice Administrative Overhead per the budget. All Personnel amounts will be billed on a reimbursement basis in an amount not to exceed the amount set forth in the Budget or Salaries, including benefits. Contractor shall submit an invoice with documentation for the amount to be reimbursed. In no event shall the amount invoiced by Contractor exceed the total budget amount of the \$583,931. If Contractor submits and County pay expenses in excess of any budget amount during any specific invoice period, County may reduce payments in the future so that the payments to Contractor do not exceed the Budget allocations. County reserves the right to request additional documentation, request verification of the amounts actually paid by Contractor and to reject or partially pay any amount.
 - b. All other budget amounts will be paid on a reimbursement basis only, plus Administrative Overhead per the budget. Contractor shall submit an invoice with documentation for the amount to be reimbursed. County reserves the right to request additional documentation, request verification of the amounts actually paid by Contractor and to reject or partially pay any amount.

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.

Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

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

CONTRACTOR: Leaders in Community Alternatives, Inc.

PRINCIPAL: Jon Fajardo

TITLE: Program Director

SIGNATURE: _____

DocuSigned by:
Jon Fajardo
FOCB6999E2134BB...

DATE: 6/25/2020

EXHIBIT E
COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (<https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) 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.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.

EXHIBIT F
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Leaders in Community Alternatives, Inc.

PRINCIPAL: Jon Fajardo TITLE: Program Director

SIGNATURE:  DATE: 6/25/2020