



ALAMEDA COUNTY PROBATION DEPARTMENT

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

WENDY STILL, MAS
Chief Probation Officer

July 12, 2018

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

SUBJECT: AUTHORIZE A FIRST AMENDMENT TO THE CONTRACT WITH THE CAREY GROUP, INC. FOR EVIDENCE-BASED PRACTICES AND SKILLS TRAINING; MASTER CONTRACT NO. 901603; PROCUREMENT CONTRACT NO. 16114; AMOUNT: \$83,000

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 1 (Master Contract No. 901603; Procurement Contract No. 16114) with The Carey Group, Inc. (Principal: Mark Carey; Location: Melbourne Beach, FL) to provide additional evidence-based practices and skills training services to the Alameda County Probation Department, increasing the total contract value from \$461,600 to \$544,600 (\$83,000 increase), with no change in the contract term of 2/1/18 – 1/31/20.

DISCUSSION/SUMMARY:

On January 23, 2018, your Board approved (Item No. 21) a two-year contract with The Carey Group, Inc. (TCG) to provide evidence-based practices (EBP) and skills training services.

The Alameda County Probation Department (ACPD) seeks to implement and sustain an EBP environment that reduces recidivism and provides risk reduction. ACPD entered into contract with TCG—a vendor certified by the Board of State and Community Corrections (BSCC) Standards and Training for Corrections (STC)—to conduct customized training for sworn supervisors and sworn line staff on EBP competencies that focus on building professional alliances; using skill practices to address criminogenic needs, effective case planning, and management; and responding to prosocial and noncompliant behavior. Additional training will provide sworn supervisors with the structure to establish a collaborative coaching relationship with staff, as well as the knowledge and tools to teach and reinforce EBP. This amendment will provide additional training and coaching for both new and existing staff, and is allowed by the contract by mutual agreement.

SELECTION CRITERIA/PROCESS:


ACPD worked with General Services Agency (GSA)-Procurement to develop a Request for Proposal (RFP) that was issued on September 27, 2017, and resulted in one bid response. The Carey Group, Inc. obtained a qualifying score and agreed to subcontract 20% of the contract to Roller Press, Inc. (Principal: Alan Hui; Location: Emeryville; Certified Small: 17-00071; Expiration: June 30, 2020) to provide printing services. As verified in the Elation Systems, SLEB subcontractor achievement to date is 22.78%. TCG will continue to work with Roller Press, Inc. to meet the SLEB requirement.


Only a portion of this amendment requires additional print materials. The remainder is for supplemental training and coaching with the use of existing print materials for which GSA Office of Acquisition Policy has issued SLEB Waiver No. 5383 (valid through 1/31/20).

FINANCING:

Appropriations for this contract are included in the ACPD Fiscal Year 2018-19 Approved Budget. There will be no increase in net County cost.

Respectfully submitted,


Wendy Still, MAS
Chief Probation Officer


Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAH:LL:tn\:\Board Letters\Purchasing\FY 2018-19\901603_BL (1st Amendment)_EBP Training.docx

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel

**Contract Summary
Evidence Based Practices (EBP) Competencies and Skills Training**

**Total Contract Summary
Contract Term: 2/1/18 - 1/31/20**

Vendor	Location	Contract Amount	Required Total Participation					
			Local		Small/Local Participation		Emerging/Local Participation	
			%	\$	%	\$	%	\$
The Carey Group, Inc.	Melbourne Beach, FL	\$ 473,600			20%	\$ 94,720		
		\$ 71,000			Waived	Waived		

**Contract Summary to Date
10/1/17 - 06/12/18**

Vendor	Location	\$ Paid to Prime	Achieved Participation to Date					
			Local Participation		Small/Local Participation		Emerging/Local Participation	
			%	\$	%	\$	%	\$
The Carey Group, Inc.	Melbourne Beach, FL	\$ 376,975.00	22.78%	\$ 85,898.00	22.78%	\$ 85,898.00		

SLEB Subcontractor Achievement to Date**

SLEB Subcontractor Name	Address	Certification Information	Small/Local Participation		Emerging/Local Utilization	
			%	\$	%	\$
Roller Press, Inc. Alan Hui	6647 Hollis Street Emeryville, CA	17-00071 Exp. 6/30/20	22.78%	\$ 85,898.00		

** Percentage calculations may differ due to rounding

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and The Carey Group, Inc. (“Contractor”), with respect to that certain agreement entered by them on January 24, 2018 (referred to herein as the “Contract”) pursuant to which Contractor provides evidence-based practices competencies and skills training services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed eighty-three thousand dollars (\$83,000). As a result of these additional services, the not to exceed amount has increased from four-hundred sixty-one thousand six-hundred dollars (\$461,600) to five-hundred forty-four thousand six-hundred dollars (\$544,600) over the term of the Agreement and any amendments.
4. Item 20 of the Standard Services Agreement has been amended as follows:

TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County

should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its EBP competencies and skills training services shall not exceed \$544,600 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. **DEBARMENT AND SUSPENSION CERTIFICATION:**

- a. By signing this First 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 agreement, 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 voluntarily 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.

6. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor has been approved by County to participate under the amount of this first

amendment without SLEB participation (SLEB Waiver No. 5383, Expiration: January 31, 2020). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision for the amount in this first amendment.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

- 7. Except as expressly modified by this First 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 to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

THE CAREY GROUP, INC.

By: DocuSigned by:
John Glann
EB371BC6D6094BF Signature

By: DocuSigned by:
Madeline Carter
F1D367D4FFBA Signature

Name: John Glann
(Printed)

Name: Madeline Carter
(Printed)

Title: Purchasing Manager

Title: Co-Owner

Date: 8/23/2018

Date: 8/22/2018

By: DocuSigned by:
Kofo Domingo
692684F1C0C0455... Signature

Name: Kofo Domingo
(Printed)

Title: Procurement Administrator &
Purchasing Agent

Date: 8/23/2018

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.

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: The Carey Group

PRINCIPAL: Madeline Carter, Co-Owner

SIGNATURE:  DATE: 8/22/2018