



AGENDA _____ February 9, 2021

OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

December 30, 2020

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE THE MASTER CONTRACT AMENDMENTS AND SECOND AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH CHANGLAB SOLUTIONS FOR THE PUBLIC HEALTH DEPARTMENT, COMMUNITY HEALTH SERVICES, TOBACCO CONTROL PROGRAM

Dear Board Members:

RECOMMENDATIONS

- A. Approve Community-Based Organization (CBO) master contract amendments for the following five CBOs to provide community anti-tobacco project services for ethnic/language, minority, and urban populations most impacted by tobacco, extending the term of 2/1/20 – 1/31/21 to 1/31/22 (12 months extension), and increasing the total amount from \$150,000 to \$300,000 (\$150,000 increase):
- i. Asian Health Services (Principal: Sherry Hirota; Location: Oakland), Master Contract No. 900257, Procurement Contract No. 19618, from the amount of \$50,000 to \$100,000 (\$50,000 increase);
 - ii. Community Health for Asian Americans (Principal: John Chung; Location: Alameda), Master Contract No. 900075, Procurement Contract No. 19620, from the amount of \$25,000 to \$50,000 (\$25,000 increase);
 - iii. Korean Community Center of the East Bay (Principal: June Lee; Location: San Leandro) Master Contract No. 900187, Procurement Contract No. 19621, from the amount of \$25,000 to \$50,000 (\$25,000 increase);
 - iv. Bay Area Community Health (Principal: Zettie Page; Location: Fremont) Master Contract No. 900120, Procurement Contract No. 19622, from the amount of \$25,000 to \$50,000 (\$25,000 increase);
 - v. Urban Strategies Council, Inc (Principal: David Harris; Location: Oakland) Master Contract No. 900620; Procurement Contract No. 19810, from the amount of \$25,000 to \$50,000 (\$25,000 increase);
- B. Approve and execute the Second Amendment to the Standard Services Agreement (Procurement Contract No. 19809) with ChangeLab Solutions (Principal: Jessica Wickens; Location: Oakland) to continue providing tobacco control policy and legal technical assistance services, extending the period from 7/1/19 – 6/30/21 to 6/30/22 (12 months extension), and increasing the amount from \$39,900 to \$94,900 (\$55,000 increase); and
- C. Delegate authority to the Agency Director or designee to execute the master contract amendments under the CBO master contract process and submit executed copies to the Clerk of the Board for filing.

DISCUSSION/SUMMARY

On 2/4/20 (Item #11) and 3/24/20 (Item #22), your Board approved five CBO master contract amendments with Asian Health Services, Community Health for Asian Americans, Korean Community Center of the East

Bay Area Community Health, and Urban Strategies Council for anti-tobacco services. Your Board is requested to approve the contract amendments to further expand and continue the Tobacco Control Program's anti-tobacco campaign. The five CBO contractors will continue focusing on reaching disproportionately impacted populations in Alameda County. Asian Health Services will be conducting a culturally and linguistically appropriate tobacco awareness campaign with a focus on reaching populations that speak Mandarin, Cantonese, Vietnamese, Korean, and other Asian languages. Community Health for Asian Americans will provide culturally appropriate tobacco awareness and cessation services to Asian populations in Alameda County with an emphasis on South and Southeast Asian populations. Korean Community Center of the East Bay will be distributing information about the harms of tobacco exposure and creating a digital story awareness campaign about the impact of tobacco on Korean individuals, families, and communities. Bay Area Community Health will provide community engagement, outreach, and education in the City of Fremont around tobacco issues with an emphasis on Asian Americans, teens, and lesbian, gay, bisexual, transgender, and queer (LGBTQ) populations. Bay Area Community Health is also seeking to increase the rate of their patients using tobacco cessation services. Urban Strategies Council will be conducting surveys to evaluate residents' second-hand smoke experiences and needs around smoke-free multi-unit housing in Alameda County with an emphasis on West and North Oakland. The goals of these contracts are to increase awareness of the harms of second-hand smoke and the importance of smoke-free multi-unit housing policies.

On 7/5/19, Alameda County Public Health Department (ACPHD) opened a purchase order with ChangeLab Solutions to provide policy and legal technical assistance services around local tobacco control policies, and on 3/24/20 (Item #22), your Board approved the First Amendment to the Standard Services Agreement contract with ChangeLab Solutions. Alameda County policymakers continue to consider local tobacco control policies, thus ACPHD requires additional hours of technical assistance services to accurately inform city and county staff about potential model tobacco control ordinances, and how local policies can best protect the health of Alameda County residents. The objective of the contract is to strengthen existing and forthcoming tobacco control and prevention policies in Alameda County.

SELECTION CRITERIA

A Request for Proposal was issued on 9/29/19 to a list of 100+ Small, Local, and Emerging Businesses (SLEB) and non-SLEB vendors on the Alameda County website. The competitive selection process was completed by a review committee with SLEB vendors given 5% preference, and the top vendors chosen were based on highest scores. All five vendors selected (Asian Health Services, Community Health for Asian Americans, Korean Community Center of the East Bay, Bay Area Community Health, and Urban Strategies Council) scored the highest and are community-based organizations, therefore they are exempt from the SLEB requirements.

ChangeLab Solutions is the only vendor that can provide specialized tobacco control policy and legal technical assistance services to jurisdictions in Alameda County and was approved by General Services Agency (GSA) as a sole source vendor (SS No. 7066) valid through 6/30/22. GSA, Office of Acquisition Policy approved SLEB Waiver No. 7207, valid through 6/30/22.


FINANCING

Funding for the Tobacco Control service contracts is from the Tobacco Master Settlement Funds and is included in the ACPHD Fiscal Year 2020-21 approved budget. Approval of these recommendations will have no financial impact to net County cost.

VISION 2026 GOAL

Providing anti-tobacco services to Alameda County residents meet the 10X goal pathway of **Healthcare for All** in support of our shared vision of **Healthy Environment** and **Thriving & Resilient Population**.

Sincerely,

DocuSigned by:

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Colleen Chawla, Director
Health Care Services Agency

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and ChangeLab Solutions, (“Contractor”) with respect to that certain agreement, Procurement Contract No. 19809, entered by them on July 1, 2019 and that certain First Amendment to Agreement, (collectively referred to herein as the “Agreement”) pursuant to which Contractor provides tobacco control policy and legal technical assistance 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. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County.
2. The term of the Agreement is currently scheduled to expire on June 30, 2021. As of the date this Second Amendment is executed by the County, the term of the Agreement is extended through June 30, 2022.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Fifty-Five Thousand dollars (\$55,000). As a result of these additional services, the not to exceed amount has increased from Thirty-Nine Thousand and Nine Hundred dollars (\$39,900) to Ninety-Four Thousand and Nine Hundred dollars (\$94,900) over the term of the Agreement and any amendments.
4. Item 20 of the Standard Services Agreement has been amended as follows:
20. 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 and Exhibit B-2 hereto, provided that the maximum amount payable to Contractor for its Tobacco Control Policy and Legal Technical Assistance services shall not exceed \$94,900.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. The attached Exhibit B-2, Additional Payment Terms, is incorporated into this Agreement by this reference.

6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and Exhibit D-2, Debarment and Suspension Certification, which is attached to this Second Amendment and incorporated into this Agreement by this reference, 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 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. 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 Second Amendment to Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CHANGELAB SOLUTIONS

By: Keith Carson
Signature

DocuSigned by:
By: Jessica Wickens
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Name: KEITH CARSON
(Printed)

Name: Jessica Wickens
(Printed)

Title: President of the Board of Supervisors

Title: Chief Financial Officer

Date: 1/15/2021

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

DocuSigned by:
By: K. Joon Oh 1/15/2021
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County Counsel
K. Joon Oh, Deputy 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

**EXHIBIT B-2
ADDITIONAL PAYMENT TERMS**

1. Except as expressly modified by this Exhibit B-2, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.
2. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice:

Tobacco control policy and legal technical assistance, up to 534 hours

3. Invoices will be approved by the County, Alameda County Public Health Department – Tobacco Control Program.
4. Total payment under the terms of this Agreement will not exceed the total amount of Ninety-Four Thousand and Nine Hundred (\$94,900). This cost includes all taxes and all other charges.

EXHIBIT D-2

**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 necessarily 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: CHANGELAB SOLUTIONS

PRINCIPAL: Jessica Wickens TITLE: Chief Financial Officer

SIGNATURE: DocuSigned by:
Jessica Wickens DATE: 1/15/2021
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