



Yolanda Baldovinos
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Oakland, CA 94612
510-271-9100 / Fax: 510-271-9108
ybaldovi2@co.alameda.ca.us
www.alamedasocialservices.org

July 2, 2009

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Authorization to Execute Amendments to the Work Skills and Professional Development Training Services Contract with the Regents of the University of California for continued FY 2009 – 2010 service delivery

RECOMMENDATION:

It is recommended that your Board:

- Authorize the President of the Board to sign and execute amendments to the current Standard Agreement Contract, Procurement #1707, PO #7320 with The Regents of the University of California (UC), The Center for Human Services, University Extension, University of California (Location: Berkeley, CA; Principal: Ahmad Hakim-Elahi, PhD), increasing the current award by an additional \$265,880 for a new award level of \$1,265,880 and extending the current award period of July 1, 2007 – June 30, 2009 by an additional 12 months through June 30, 2010 for continued Work Skills and Professional Development Training Services.

SUMMARY/DISCUSSION:

This letter requests action by your Board for authorization to sign and execute amendments to the standard services agreement with the Regents of the University of California (UC), as follow-up to the approval-in-principle already granted by your Board on June 30, 2009 for these amendments. The Social Services Agency recommended this previous approval to insure uninterrupted and continued work skills and staff development training service delivery that are critical and essential to the success of the Agency's operation. Due to workloads at the UC the actual signed contract amendments were still pending internal approvals and were not ready for your Board's authorization until July 2009. SSA is requesting the continuation of the current training service delivery at a reduced annual level for FY 2009 – 2010 with priority subject matter including: Supervisor/Leadership Development, Customer Service, Career Development, Social Worker Series, Child Welfare In-Service, and Adult & Aging In-Service trainings.

SELECTION CRITERIA/PROCESS:

SSA is recommending amendments to the current FY 2007 – 2009 standard services agreement with UC. This recommendation is based on your Board's July 31, 2007 (File #22390, Item #3), approval-in-principle and authorization for SSA to negotiate a standard services agreement with UC. Additionally, this recommendation is supported by your Board's original approval (July 30, 2002, File #17130) of the results and recommended award from the FY 2002 – 2003 Work Skills and Professional Development Training Services Request for Proposal (RFP) project and related Board approved contract extension through June 30, 2007, and approval-in-principle with UC for FY 2007 - 2008 (July 31, 2007, File #22390).

FINANCING:

Funding for the contract is included in SSA's approved FY 2009–2010 budget. There are no new additional net county costs.

Sincerely,



Yolanda Baldovinos
Agency Director

Attachment: 1 set of (5) standard agreement amendment documents for Board President signature.

c: County Auditors Office
County Administrator's Office
County Counsel

**REQUEST TO ENCUMBER CONTRACT FUNDS OR
TO LIQUIDATE ENCUMBERED FUNDS**

PART I: REQUEST FROM CONTRACTING DEPARTMENT

Contractor's Name: The Regents of the University California, The Center for Human Services, University Extension, University of California, Davis

Contractor's Tax ID: 94-6036494 Contractor's Vendor ID: 32723

Description of Contract: Work Skills & Staff Training Services

Master Contract #: N/A Procurement Contract #: 1707

Procurement Contract Begin Date: 7/1/09 Expire Date: 6/30/10

Elation Project Info: Sub-Contractor Compliance N/A Labor Compliance _____

Board Waiver N/A BOCO Waiver N/A Waiver Number N/A

A. ENCUMBER FUNDS IN A NEW PURCHASE ORDER

Date of Board Minute Order: _____ File/Item/Contract Number: _____

Total Amount Authorized By Board: _____ Amount to be Encumbered: _____

B. ADD FUNDS TO AN EXISTING PURCHASE ORDER PO Number: 7320

Date of Board Minute Order: _____ File/Item/Contract Number: _____

Total Amount Authorized By Board: \$1,265,880 Amount to be Encumbered: \$100,000


C. LIQUIDATE FUNDS FROM A PURCHASE ORDER

Purchase Order Number: _____ Amount to be Liquidated: _____

ACCOUNTING INFORMATION

Business Unit	Account	Fund	Dept	Program	BY	Subclass	Proj/Grant	Amount
SOCSA	610211	10000	320100	30500	2010			\$100,000
							Total	\$100,00

Send Response to: Najia Osmani QIC: 20203 Phone: 267-9439

Authorized Signature:  Department: Finance Date: 7/02/09

PART II: RESPONSE FROM AUDITOR-CONTROLLER

The Auditor-Controller encumbered _____ in a new PO. The PO Number is _____

The Auditor-Controller added _____ to PO Number _____

The Auditor-Controller liquidated _____ from PO Number _____

This form is being returned for you due to insufficient funds in the appropriation account.

The following information is needed before this request can be processed.

Signature of Contract Processor _____ Date: _____

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and The Regents of the University of California, ("Contractor") with respect to that certain agreement entered by them on 07/1/2007 (referred to herein as the "Contract") pursuant to which Contractor provides Work Skills & Staff 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:

As per descriptions in Exhibit A and Exhibit B attached.

- 2) Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this First Amendment is executed by the County ("Effective Date").
- 3) The term of the Agreement is currently scheduled to expire on 06/30/2009. As of the Effective Date, the term of the Agreement is extended through 06/30/2010.

In consideration for Contractor's additional services, the County shall pay Contractor in an amount not to exceed Two Hundred Sixty Five Thousand Eight Hundred Eighty Dollars (\$265,880). As a result of these additional services the not to exceed amount has increased from One Million dollars (\$1,000,000) to One million Two Hundred Sixty Five Thousand Eight Hundred Eighty Dollars (\$1,265,880) over the term of the Agreement.

4) 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 agreement, Contractor certifies to the best of its knowledge and belief, that it and its principles:
 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.

- 5) **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor shall subcontract with *company name (street address, city, state,; Principal, name)*, for services to be provided under this Agreement in an amount of at least twenty percent (20%) (*or adjust percentage if more than or less than*) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision.

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 County Purchasing Department, ATTN: Purchasing Manager, 1401 Lakeside Drive, 9th Floor, Oakland, CA 94612.

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 County Business Outreach and Contract Compliance Office 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.

- 6) Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement 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

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: Alice Lai-Bitter
(Printed)

Name: The Regents of the University
California
(Printed)

Title: President of the Board of Supervisors

Title: Ahmad Hakim-Elahi, Ph.D., J.D.
Director of Sponsored Programs

Date: JUN 24 2009
}

Approved as to Form:

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

By: _____
County Counsel Signature

Approved as to Form
RICHARD E. WINNIE, County Counsel

By: _____
(Signature)

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide Work Skills and Professional Development Training Services (WSPDTS) in fiscal year 2009/10. WSPDTS shall include comprehensive work skills, personal and professional development training services for all levels of staff in the following five Alameda County Social Services Agency (ACSSA) five (5) departments:
 - Adult and Aging Services
 - Children and Family Services
 - Employment Services
 - Economic Benefits Department
 - Administration and Finance (includes Program Integrity)

An estimate of ten (10) to forty (40) participants will attend each training class. Training topics shall include, but shall not be limited to, interpersonal skills, communication skills, self-enhancement and career development, new employee orientation, supervisory development, and program training.

The Contractor will work with the Agency to assess training needs using a variety of approaches including intra- and inter-department focus groups, individual interviews with managers, supervisors, direct service staff, and written surveys or questionnaires. Data gathered from these approaches are analyzed collectively by the Contractor and Agency personnel to determine Agency staff development needs. These approaches can be used by the Agency on an as-needed basis.

2. Contractor shall perform the training set forth in Attachment 1 to this Exhibit A, which is incorporated herein by this reference. Training services will be performed based on SSA's request. Initial training and all subsequent training will conform to the timeline set out in the services to be requested:

When a special conference or event is requested more than 60 days in advance.	Confirm coordination and arrangements, including site, refreshments, trainers and conference support.
When classes are requested at least nine (9) weeks in advance, and eight (8) weeks before training to comply with BBS regulations.	Provide content for each CEU training announcement.
Two months before class, by 25 th of each month.	Provide content for each training announcement. Provide a class schedule in title and date order.

Five business days before training.	Provide lesson plans. Provide curriculum or syllabus.
One business day before training.	Deliver all training materials scheduled for on- or off-site delivery. Deliver any special audio- visual equipment needed by trainer.
Within 30 days of class date.	Provide evaluation compilation.

3. The Contractor's approach to implementation will be comprehensive and personal. The coordination team will handle every aspect of training efficiently and effectively. The team will be available to Alameda County every day and will respond to requests immediately. The key to successful implementation of services is the strong working relationships between The Contractor and Alameda County. The Contractor values teamwork and partnership and realizes that its services are not meaningful if they do not address the needs of social service agencies and the clients it serves.

For each scheduled class, a training announcement is produced and sent to the agency to help promote the session. The announcements include a class description, trainer biographies, and CEU information. For course implementation, the coordinating team reproduces handouts and materials for all participants and transports them directly to the training site.

The Contractor provides Scantron registration forms to all participants to ensure that a record of their attendance is maintained for continuing education units, as well as confirming for Alameda County participation rates of staff. As part of The Contractor's long-term partnership with Alameda County, course instructors also have participants sign in on a staff development sign-in form for classes, which are conducted specifically for ACSSA. This form will be returned to staff development for verifying attendance.

Each course is evaluated using a standardized Scantron evaluation form with a Likert scale. Evaluations for every class are compiled and will continue to be submitted to agency staff development personnel. Based on evaluations and other input from agency staff, the Contractor has a long-standing practice of meeting and conferring with staff development personnel on potential curriculum revisions and edits that would improve training. Higher-level evaluations can be arranged to facilitate assessment of behavior change three to six months after training and subjective assessment of results of training for the organization.

With the Contractor's significant pool of instructors, the Contractor can meet the weekly, monthly and annual training needs of Alameda County on dates supplied by the Training and Consulting Team.

4. With the exception of VCR/monitors, overhead projectors, and flip chart easels, vendor will supply other training equipment, such as LCD projectors. If the vendor is unable to do

so, the County will charge for equipment usage (charge for using LCD projectors will be \$120). The County is unable to provide laptop computers.

5. The vendor will supply all training materials. If the vendor is unable to do so, the County will charge for time, labor, and supplies for recreating any portion of the materials.
6. Contractor project team will consist of the following Key Personnel during the contract term:

Michael Lawler, MSW, PhD Director, Center for Human Services	Susan Brooks, MSW
Lawrence Lobre, MPA Director, Professional Staff Training	Diane Harkins, MSW
Ginah Monroy Program Analyst	Deborah Yip, MSW
Beth Parks, PhD Program Representative	Instructors as defined in the Proposal

6. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications. Contractor will not utilize sub-contractors during the term of this contract.
7. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT B

PAYMENT TERMS

County agrees to pay Contractor in an amount not to exceed the contract maximum amount of Two Hundred Sixty Five Thousand Eight Hundred Eighty Dollars (\$265,880) for fiscal year 09/10, and inclusive of all costs and charges related to the Services as described in Exhibit A hereto.

FY 09/10 Training Class:

1. County will pay Contractor, upon successful completion of each training day, the amount of Three Thousand One Hundred Twenty Eight Dollars (\$3,128) per day, within thirty (30) days of receipt of invoice. The Three Thousand One Hundred Twenty Eight Dollars (\$3,128) per day is to include all necessary training materials for each class. County will pay Contractor the ½ day rate of One Thousand Five Hundred and Sixty-Four Dollars (\$1,564) for a maximum of five (5) non-Children and Family Services induction classes.
2. Included within the maximum contract amount are the following estimated training components (Attachment 1):
 - a. Twenty Five (25) days of training in the topic of Supervisory/Leadership Development;
 - b. Twelve (12) days of training in the topic of Career Development;
 - c. Eighteen (18) days of training in the topic of Customer Service;
 - b. Fifteen (15) days of training in the topic of Child Welfare In-Service Training;
 - c. Five (5) days of training in the topic of Adult and Aging In-Service Training;
 - d. Five (5) days of training in the topic of Social Worker Series; and
 - e. Five (5) days of training for special events and consultations.

Invoice Process:

1. Contractor shall submit invoice and all other documents as required to:

Alameda County Social Services Agency
Training and Consulting Team Development
2400 Amador St., Suite # 610, Hayward, CA 94544

2. Invoices will be approved by the County Social Services Agency Training and Consulting Team. Invoices will not be approved for payment if the class sign-in roster is not in possession of TACT at the time the invoice is received.

Other Payment Requirement:

Failure to comply with the terms listed below may lead to a delay on the approval and payment of invoices and/or prorated payments.

When a special conference or event is requested more than 60 days in advance.	Confirm coordination and arrangements, including site, refreshments, trainers and conference support.
When classes are requested at least nine (9) weeks in advance, and eight (8) weeks before training to comply with BBS regulations.	Provide content for each CEU training announcement.
Two months before class, by 25th of each month.	Provide content for each training announcement. Provide a class schedule in title and date order.
Five business days before training.	Provide lesson plans. Provide curriculum or syllabus. Deliver all training materials scheduled for
One business day before training.	Deliver all training materials scheduled for on-site delivery. Deliver any special audio- visual equipment needed by trainer.
Within 30 days of class date.	Provide evaluation compilation.

Courses Details:

Supervisor/Leadership Development, including but not limited to:

Do You Want to be a Supervisor
Documenting Performance in Disciplinary Actions
Establishing Job Performance Criteria
Leadership Development Series
Managing Your Career
Monitoring and Evaluating Job Performance
Moving On Up
Principles of Supervision
Problem Solving Processes for Supervisors
Projecting a More Professional Image
Supervisory Effectiveness

Customer Service, including but not limited to:

Art of Making Referrals, The
CalWORKS Case Management
Case Management with Employed Clients
Client Motivation
Developing and Monitoring WTW Plans
Effective Worker/Client Interactions
Encouraging Self-sufficiency
Focusing Interview on Employability
Service Excellence

Career Development, including but not limited to:

Achieving Personal Excellence
Being Effective with Difficult People
Building Client Life Skills
Client Motivation
Collaborating with Others
Creating an Empowered Workforce
Creative Transportation Solutions
Desktop Management
Effective Job Club Presentations
Facilitating Client Employment (self-sufficiency)
Food Stamps
How to Make Meetings Work
Improving Filing and Record Systems
Job Retention Strategies
Leading Job Search Workshops
Managing Organizational Change

Managing Stress
Managing Yourself on the Job
Medi-Cal 1931B
Placement Issues for Hard to Employ and Special Clients
Problem Solving & Conciliation Skills
Team Building and Problem Solving for One-Stops
Time Management and Workplace Organization
Wellness in the Workplace
Writing an Effective Resume

Social Worker Series, including but not limited to:

Assessment, Interviewing, Intervention, and Referral
Being Effective with Difficult People
Case Management Models
Casework with Mentally Ill Clients
Crisis Intervention Techniques
Culturally Competent Case Management
Defusing Hostility and Violence
Depression
Discovering Strengths
Domestic Violence and Child Maltreatment
Home visits and crisis intervention
Intervention Techniques for Substance Abusers and Their Families
Interviewing Skills
Licensing Investigative Series
Maintaining Professional Objectivity, Composure and Boundaries
Mental Health Overview
Pharmacology: The Effects of Medications and Street Drugs (include methamphetamines)
Placement Issues
Psychopharmacology
Risk Assessment
Sexual Abuse
SSI Advocacy
Substance Abuse
Task-centered Casework and Counseling
Values and Ethics
Working with Challenging Clients (include resistance)
Working with Developmentally Delayed Clients
Working with Those of Other Cultures

Child Welfare In-Service training, including but not limited to:

Attachment, Separation, and Loss
Child Sexual Abuse: Assessment and Intervention
Crisis Intervention Strategies for CWW

Domestic Violence: Impact on Child Welfare Service Delivery
Dual Diagnosis
Effects of Violence on Early Childhood Development
Intervention Techniques for Substance Abusers and Their Families
Interviewing Skills for CWW
Issues Facing Gay and Lesbian Youth in Out-of-Home Care
Level II Forensic Interviewing
Making Appropriate Child Placements
Multicultural Issues in Child Welfare
Multiethnic Placement Act
Multi-problem Families
Personality Disorders
Post-Traumatic Stress Disorder in Children
Preparing Foster Youth for Reunification or Emancipation
Psychopharmacology for Social Workers
Sexual and Physical Abuse Indicators
Skills to Facilitate Family Change
Working with Care Givers and Foster Parents
Working with Substance Abusing Parents

Adult & Aging in-service training, including but not limited to:

Adult Abuse, Neglect and Exploitation
Case Management with Dependent Adults and the Elderly
Ethical and Professional Issues in Adult Services
Financial Abuse
Helping Families Cope with Aging Parents
Intervening in Adult Abuse and Neglect
Process of Aging, The
Providing Effective Courtroom Testimony
Self-neglect
Trust Basics

Special Scheduling

First-Line Supervisor Conference
Senior Managers Conference
Mid-level managers Conference
NSDTA Conference
Training-for-Trainers

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, 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 Regents of the University California

PRINCIPAL: Ahmad Hakim-Elahl, Ph.D., J.D.
Director of Sponsored Programs TITLE: _____

SIGNATURE:  DATE: JUN 24 2009

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 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 which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

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 throughout Alameda County.