

C O U N T Y A D M I N I S T R A T O R



SUSAN S. MURANISHI
COUNTY ADMINISTRATOR

November 20, 2020

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

SUBJECT: AUTHORIZE AMENDMENT NO. 1 TO EXTEND AND INCREASE THE CONTRACT WITH CLAREMONT BEHAVIORAL SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM; MASTER CONTRACT NO. 901581; PROCUREMENT CONTRACT NO. 16235; AMOUNT: \$486,580

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 1 to the contract (Master Contract No. 901581; Procurement Contract No. 16235) with Claremont Behavioral Services (Principal: Laurie Slez; Location: Alameda) to continue providing an Employee Assistance Program for Alameda County employees and their families, extending the current term of 4/1/2018 - 3/31/21 by one year until 3/31/22, and increasing the contract amount from \$1,035,384 to \$1,521,964 (\$486,580 increase).

DISCUSSION/SUMMARY:

On March 27, 2018, your Board approved (File No. 30062; Item No. 30) a three-year contract with Claremont Behavioral Services to provide an Employee Assistance Program (EAP) for Alameda County employees in the amount of \$1,035,384.

EAP is managed by the Alameda County Administrator's Office - Risk Management Unit (CAO-RMU). EAP is a work-based intervention program that addresses the mental, emotional, financial, and work/life concerns of Alameda County employees and their families by providing confidential counseling, assessments, and referrals to outside professionals regarding personal matters that may affect their workplace productivity and overall well-being.

EAP services cover a broad range of disciplines, including alcohol and drug abuse, marriage and family counseling and other mental health issues, child and elder care, legal services, and financial matters. Services include 24-hour crisis telephone response and face-to-face and video counseling. EAP provides Critical Incident Stress Debriefings (CISD) for Alameda County employees who have been exposed to disruptive or traumatic events and consultation for

Alameda County managers making employee referrals. Brown Bag educational seminars are also provided on a variety of topics.

CAO-RMU is satisfied with the services being provided by Claremont Behavioral Services. The contract allows for this extension and increase by mutual agreement. This amendment will ensure continuity of services for all Alameda County employees.

SELECTION CRITERIA/PROCESS:

CAO-RMU worked with the General Services Agency (GSA)–Procurement to develop a Request for Proposal (RFP) which was issued on November 21, 2017, and resulted in one response. Claremont Behavioral Services met all requirements of the RFP and received favorable references. On August 11, 2020, Claremont Behavioral Health was purchased by IBH Population Health Solutions. This change in ownership no longer certified Claremont Behavioral Health as a Small, Local, and Emerging Business (SLEB). The Office of Acquisition Policy granted a SLEB waiver for Claremont Behavioral Services (SLEB Waiver No. 7095, valid through March 31, 2022).

FINANCING:

Appropriations for this amended contract are included in the CAO-RMU Fiscal Year 2020-21 Approved Budget and will be requested in the subsequent budget year. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

EAP meets the 10X goal pathway of Healthcare for All in support of our shared visions of a Thriving & Resilient Population.

Very truly yours,



Susan S. Muranishi
County Administrator

DocuSigned by:
Willie A. Hopkins, Jr.
3978B4A6A89D4BB
Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAHPB\kh\Board Letters\Purchasing\FY 2020-21\MC 901581 EAP BL (A1) Extend and Increase SLEB Waived.docx

cc: Auditor-Controller
County Counsel

ATTACHMENT

CONTRACT SUMMARY
Employee Assistance Program
Master Contract No. 901581
April 1, 20128 – March 31, 2022

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>
<i>Claremont Behavioral Services</i>	<i>1050 Village Marina Village Parkway #203 Alameda, CA 94501</i>	<i>\$1,521,964</i>

FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Claremont Behavioral Services, (“Contractor”) with respect to that certain agreement entered by them on April 11, 2018 (referred to herein as the “Contract”) pursuant to which Contractor provides Employee Assistance Program services to the 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 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”).
2. The term of the Agreement is currently scheduled to expire on March 31, 2021. As of the Effective Date, the term of the Agreement is extended through March 31, 2022.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Four Hundred Eighty-Six Thousand Five Hundred Eighty dollars (\$486,580). As a result of these additional services the not to exceed amount has increased from One Million Thirty-Five Thousand Three Hundred Eighty-Four dollars (\$1,035,384) to One Million Five Hundred Twenty-One Thousand Nine Hundred Sixty-Four dollars (\$1,521,964) over the term of the Agreement and any amendments.
4. Item 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to \$1,521,964.

5. A Revised Exhibit B, Payment Terms, is attached to this Amendment.
6. Attached here to is Exhibit D, a current Debarment and Suspension Certificate executed by Contractor.
7. Attached here to is Exhibit E, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 statement executed by Contractor.
8. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in this contract without SLEB participation (SLEB Waiver No. 7118 through March 31, 2022). 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.

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 in the original Standard Services Agreement. Contractor will not be able to substitute the subcontractor

without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).

- 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 OCCR via e-mail at ACSLEBcompliance@acgov.org.

- 9. Except as expressly modified by this First 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.

COUNTY OF ALAMEDA

CLAREMONT BEHAVIORAL SERVICES

By: DocuSigned by:
Detra Dillon
DE9C0172C941490
Signature

By: DocuSigned by:
Laurie Slez Claremont Behavioral Services
0068083745C94BC
Signature

Name: Detra Dillon
(Printed)

Name: Laurie Slez Claremont Behavioral Services
(Printed)

Title: Procurement Administrator

Title: Vice President

Date: 1/8/2021

Date: 11/10/2020

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 B

PAYMENT TERMS

1. Except as expressly modified by this Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.

Description	Cost per Session
	Year 4
Clinical Cases	\$145.00
Life Management	\$172.00

2. Total payment under the terms of this Agreement will not exceed the total amount of \$1,521,964. This cost includes all taxes and all other charges.

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: Claremont Behavioral Services, Inc.

PRINCIPAL: Laurie Slez Claremont Behavioral Services TITLE: vice President


SIGNATURE:  DATE: 10/2020

EXHIBIT E

**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: Claremont Behavioral Services, Inc.

PRINCIPAL: Laurie Slez Claremont Behavioral Services TITLE: Vice President

SIGNATURE:  DATE: 11/10/2020