

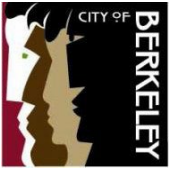


Health, Housing & Community Services
Mental Health Commission

To: Mental Health Commissioners
From: Jamie Works-Wright, Commission Secretary
Date: October 12, 2023

Documents Pertaining to 10/19/23 Agenda items:

Agenda Item	Description	Page
2. a.	Approval of the October 19, 2023 Meeting Agenda	1
2. c.	Approval of the September 21, 2023 Meeting Minutes	3
9.	Mental Health Manager Report – Jeff Buell	
	a. MHC Manager October Report	6
	b. Caseload Statics September 2023	10
Email Correspondence	Memo: Issue #3 (September 2023) of Berkeley Speaks is now online!..Please forward to your Berkeley folk. - boona	17
	Memo: Agenda items for October 18 MHC meeting	21
	Memo: [FASMI Discussion] Cal Voices on SB 326 and AB 531	22
	Memo: Webinar Invitation: CA BH System Reform (from CA HHS): Friday, September 22nd, 2pm-3pm	25
	Memo: CARE Court PowerPoint and Contract	27
	Attachment: CARE Court PowerPoint Presentation Dr Roberta Chambers Indigo Project.pdf	29
	Attachment: Alameda County CARE Court Contract Dr Roberta Chambers Indigo Project.pdf	46
	Memo: CALBHB/C Bay Area Meeting/Training October 20 and/or 21st, Hybrid	99
	Memo: Following up Care First, Jails last	102
	Memo: 2024 City Council Schedule	104
	Attachment: COB Religious-Cultural Holidays 2024.pdf	106
	Attachment: 2024 City Council schedule	107



Health, Housing & Community
Service Department
Mental Health Commission

Berkeley/ Albany Mental Health Commission

AGENDA

Regular Meeting Thursday, October 19, 2023

Time: 7:00 p.m. - 9:00 p.m.

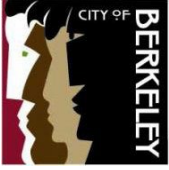
Location: North Berkeley Senior Center
1901 Hearst Ave. Berkeley, Poppy Room

Teleconference Location:
2475 Prince St, Berkeley, CA 94705

- 1. Roll Call (1 min)**
- 2. Preliminary Matters (5 min)**
 - a. Action Item: Approval of the October 19, 2023 agenda
 - b. Public Comment (non-agenda items)
 - c. Action Item: Approval of the September 21, 2023 minutes
- 3. SCU update – Lisa Warhuus (10 min)**
- 4. Cares First, Jails Last update – Sasha Gayle-Schneider (10 min)**
- 5. MHSA FY25 Annual Update – Karen Klatt (25 min)**
- 6. Discussion of the implications for Berkeley of the CARE Act, which is described in the DHCS/JC/CalHHS – Edward Opton (10 min)**
- 7. Create a formal request to make the meeting hybrid – Glenn Turner (10 min)**
- 8. Subcommittee Reports (20 min)**
 - a. Youth Subcommittee
 - b. Membership Subcommittee
 - c. Evaluation Subcommittee
- 9. Mental Health Manager’s Report and Caseload Statistics – provided by Jeff Buell (10 min)**
 - a. MHC Manager Report
 - b. Caseload Statistic September 2023
- 10. Adjournment**

Communications to Berkeley boards, commissions or committees are public record and will become part of the City’s electronic records, which are accessible through the City’s website. **Please note: Email**

A Vibrant and Healthy Berkeley for All
Office: 2640 Martin Luther King Jr. Way • Berkeley, CA 94704 • (510) 981-7721
(510) 486-8014 FAX • bamhc@cityofberkeley.info



**Health, Housing & Community
Service Department
Mental Health Commission**

addresses, names, addresses, and other contact information are not required, but if included in any communication to a City board, commission or committee, will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the secretary of the relevant board, commission or committee. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary to the relevant board, commission or committee for further information. The Health, Housing and Community Services Department does not take a position as to the content.

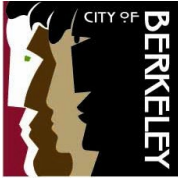
Contact person: Jamie Works-Wright, Mental Health Commission Secretary (510) 981-7721 or Jworks-wright@berkeleyca.gov



*Communication Access Information: This meeting is being held in a wheelchair accessible location. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6418 (V) or 981-6347 (TDD) at least three business days before the meeting date. **Please refrain from wearing scented products to this meeting. Attendees at trainings are reminded that other attendees may be sensitive to various scents, whether natural or manufactured, in products and materials. Please help the City respect these needs. Thank you.***

SB 343 Disclaimer

Any writings or documents provided to a majority of the Commission regarding any item on this agenda will be made available for public inspection in the SB 343 Communications Binder located at the Adult Clinic at 2640 MLK Jr. Way, Berkeley, CA 9470



Department of Health,
Housing & Community Services
Mental Health Commission

Berkeley/Albany Mental Health Commission Draft Minutes

7:00 pm
North Berkeley SC 1901 Hearst

Regular Meeting
September 21, 2023

Members of the Public Present:

Staff Present: Jeff Buell, Robert Williams II, Jamie Works-Wright

1) Call to Order at 7:11 pm

Commissioners Present: Margaret Fine, Monica Jones, Edward Opton, Andrea Prichett (7:22), Glenn Turner **Absent:** Kate Harrison, Mary Lee Kimber-Smith

2) Preliminary Matters

a) Approval of the September 21, 2023 agenda

M/S/C (Fine, Jones) Motion to add item to agenda to consider the updated annual report for the full commission.

PASSED

Ayes: Fine, Jones, Opton, Turner **Noes:** None; **Abstentions:** None; **Absent:** Harrison, Prichett, Kimber-Smith

b) Public Comment- 1 public comment

c) Approval of the July 20, 2023 Minutes

M/S/C (Fine, Opton) Motion to adopt the minutes.

PASSED

Ayes: Fine, Jones, Opton, Turner **Noes:** None; **Abstentions:** None; **Absent:** Harrison, Prichett, Kimber-Smith

3) SCU and updates- Provided by Lisa Warhuus, read by Jeff Buell

4) Discussion of the implications for Berkeley of the CARE Act, which is described in the DHCS/JC/CalHHS – Edward Opton

Bring item to October meeting

- 5) **Review and vote of draft letter regarding the MHC recommendation regarding the MHSA “Mobile Encampment Wellness Project” – Andrea Prichett (10 min)**
M/S/C (Prichett, Opton) Motion to adopt this letter with the friendly amendment to copy the City Manager, Jeff Buell, Lisa Warhuus and Deputy City Manager.

PASSED

Ayes: Fine, Jones, Opton, Prichett, Turner **Noes:** None; **Abstentions:** None; **Absent:** Kimber-Smith, Harrison

- 6) **Subcommittee Reports (20 min)**
a) **Youth Subcommittee – No Motion Made**
b) **Membership Subcommittee - No Motion Made**
c) **Evaluation Subcommittee -**

Annual Report – Review, discuss, and make modifications to the Annual Report 2022-2023; and then propose adoption by the Mental Health Commission; and then submission to the Berkeley City Council.

M/S/C (Fine, Prichett) Motion to adopt the report and submit to city council

PASSED

Ayes: Fine, Jones, Prichett, **Noes:** None; **Abstentions:** Opton, Turner; **Absent:** Kimber-Smith, Harrison

- 7) **Motion to establish subcommittee concerning the Governor’s plan for “Transformation of Behavioral Health Services – Edward Opton – No Motion Made**
- 8) **Summary on the state agenda for changing the state public behavioral health system – Margaret Fine (10 min) – No Motion Made**

- *Motion to extend the meeting to 10 minutes after 9pm (9:10)**

M/S/C (Prichett, Opton)

PASSED

Ayes: Fine, Jones, Prichett, Opton, Turner **Noes:** None; **Abstentions:** None; **Absent:** Kimber-Smith, Harrison

- 9) **Mental Health Manager’s Report and Caseload Statistics – provided by Jeff Buell**
a. **MHC Manager Report**
b. **Caseload Statistic August and September 2023**
No Motion Made

- 10) **Community Health Records – Margaret Fine – Did not get to item**

- 11) **Providing a state legislative update on behavioral health particularly as it relates to our work in the City of Berkeley – Margaret Fine – Did not get to item**

**12) Proposal for Early Intervention in Psychosis Program provided by Alice Feller –
Andrea Prichett (10 min) – Did not get to item**

13) Adjournment – 9:10 PM

Minutes submitted by: _____
Jamie Works-Wright, Commission Secretary

DRAFT



Health Housing and
Community Services Department
Mental Health Division

MEMORANDUM

To: Mental Health Commission
From: Jeffrey Buell, Mental Health Division Manager
Date: 10/10/2023
Subject: Mental Health Manager Report

Mental Health Services Report

Please find the attached report on Mental Health Services for September 2023.

Information Requested by Mental Health Commission

The questions submitted by Mental Health Commissioner Turner for this month were submitted on the date of this report, so detailed responses are limited.

1 - Staffing Shortages and categories -

Please provide a list of positions that need filling and their job descriptions and requirements

All job classifications and their descriptions/requirements can be found at:
<https://www.governmentjobs.com/careers/berkeley/classspecs>. These are general job classifications and do not fully describe the specific team or work assignments in the Mental Health Division.

List of vacant positions in the Mental Health Division as of 10/10/23. (FTE = Full Time Equivalent)

- Assistant Management Analyst (x3 FTE)
- Behavioral Health Clinician I/II (x10 FTE)
- Mental Health Clinical Supervisor (x3 FTE)
- Mental Health Nurse (x4.8 FTE)
- Office Specialist II (x2 FTE)
- Office Specialist III (x3 FTE)
- Psychiatrist (x2 FTE)
- Senior Behavioral Health Clinician (x2 FTE)
- Social Services Specialist (x5 FTE)

a. Are these descriptions flexible?

A Vibrant and Healthy Berkeley for All

The descriptions are specific and not flexible. The area of flexibility is in the specific duties for the teams where each position is located in the organization.

b. Could lower categories of training partly fill them?

Lower classifications would allow some of the tasks to be performed but would exclude other functions. Generally, classifications are selected to meet the minimum needs of the job function and not more.

c. Do Berk. City College or UC Berkeley have programs that might be a source of staffing?

No, students cannot replace staffing needs on a 1:1 basis. Volunteers and interns can be used in limited programs to provide some assistance, and typically there is a lot of training required to enable students, volunteers, or interns to assist. The best reasons for including students, volunteers, or interns is more as a training ground for individuals who would like to apply to perform the work as a staff person at a later time.

d. Could BMH dept do in house on the job training or provide education for some roles?

Berkeley Mental Health does provide on the job training for many of these roles already. The training to external people that would be applicable is primarily to intern trainees. Now that the training and multicultural coordinator has been hired, trainings will start to become available to the community again once the program has been reestablished.

e. Can BMH dept provide incentive hiring pay?

This has already been recommended to HR for discussion with the City Manager's office. Salary negotiations specifically are determined between Labor Unions and the City, and these negotiations should be starting in the next few months.

2. What happens in a FSP setting?

A typical FSP day includes 30-60 minutes of morning meeting where each client's recent updates are discussed in brief to update all members of the team. Then through the day, staff meet with clients in the field or in the clinic to engage, perform treatment interventions, and support case management tasks. This could include making or attending appointments, supporting clients in completing tasks for needs like housing, medical, income, legal, or other needs. At the end of the day, staff typically return to the office to complete notes and other necessary tasks.

a. How many hours does each employee spend with a client each week or month?

This varies. The goal for direct service hours (to all clients) would be 24 hours per week at minimum for each staff person. This functionally varies in reality. The amount of hours spent with clients varies depending on the size of the team (FSP teams have higher staff to client ratios, for example), the number of staff available (vacancies reduce the client contact), and clients' abilities to connect up with the staff. Clients in higher need typically receive more hours of service.

b. What does a case manager do? How many clients do they have? How many hours with each client a week?

There is no classification for "case manager" at the City of Berkeley. Case management duties can be performed by most classifications, including behavioral

health clinicians, social service specialists, assistant mental health clinicians, senior behavioral health clinicians, mental health clinical supervisors, community health workers, mental health nurses, etc. Staff will typically engage in needed case management activities when this is part of the client's care plan (a plan developed in conjunction with the client to meet their stated needs), and these may include but are not limited to tasks like assisting to set up and attend appointments, communicating with agencies and important stakeholders in the client's care, negotiating assessments and paperwork, assisting with housing tasks, linking clients to important services or resources, etc. Client caseloads vary by team. Staff to client caseloads are typically around 1:12 for FSP teams, 1:20 for standard community treatment, and 1:40 for primarily medication only treatment. Hours per client varies per answer in previous question.

c. What are the job descriptions of each employee?

These are listed in the employee's job classification, which can be found at the link in Question 1.

3. the Homeless Dept

Neither HHCS nor Mental Health has a Homeless Department. The City Manager's office absorbed the funding remaining for the former Homeless Outreach Team (formerly with Mental Health) and created the Homeless Response Team. This team is based in the City Manager's office instead of HHCS, the Department over Mental Health.

a. What services do they provide to homeless people?

This question is best referred to Peter Radu from the City Manager's office.

b. Do they go to the surviving camps or the individual cars or tents to serve people? If not, what do they do?

This question is best referred to Peter Radu from the City Manager's office.

c. How many times a week do they do outreach?

This question is best referred to Peter Radu from the City Manager's office.

4. I'd like to see a Summary of your Client reports. The data on the screen shots is very hard to read, both in print and online.

A summary might only take up one or two pages, instead of many pages. I can give you a sample summary if that would help.

Such a summary is not available at this time. Please request with samples and/or formatting for the future. It is most helpful to schedule a meeting and review what is available and then negotiate what is most helpful to the Commission.

5. What is the possibility of BMH providing CIT (Crisis Intervention Training) for Berkeley police?

The possibility is slim for BMH to provide CIT for BPD. CIT is a specific program giving police officers a short course (usually 40 hours) of training on mental health issues. My understanding is that all Berkeley officers receive 8 hours of mental health training, and for those that go through the full 40 hours course, they could be certified as CIT officers. BMH has provided portions of this 8 hour training in the past to BPD, and this does not qualify as a full CIT course. If the Mental Health Division were to provide

more robust training to BPD, additional staffing hours would be required to prevent reduction of treatment services.

Mental Health Division Updates

The Mental Health Division's areas of updates:

- A) MHSA/BHSA and SB326 update: The governor of California will address the SB326 and AB 531 bills this week, either signing or vetoing the legislation that will seek to reorganize the Behavioral Health Services Act funding and add treatment housing monies, respectively. A vote on the ballot in March 2024 is still required to cement some of these proposed changes. While the details are still being processed at this time, the resulting reduction in treatment funding for the Mental Health Division appears to be around \$2-2.5 million per year.
- B) MHSA/BHSA plan for FY 2025: earlier in 2023, several Mental Health Commissioners expressed interest in engaging with the three year plan and annual update process for the BHSA. The Commission is encouraged to reach out to Karen Klatt and the Division Manager Jeff Buell to request meetings or processes to support such interest that they may have.
- C) Staffing update: As of 10/10/23, there are 33 vacant positions in the Mental Health Division, a 31% vacancy rate. The vast majority of these openings are treatment provider positions. This translates to a (continued) proportional reduction in amount of treatment services available to Berkeley Mental Health Clients.

Berkeley Mental Health Caseload Statistics for September 2023

Adult Services	Intended Ratio of staff to clients	Clinical Staff Positions Filled	# of clients open this month	Average Monthly System Cost Previous 12 Months	Fiscal Year 2024 (July '23-June '24) Demographics as of September 2023
Adult, Older Adult and TAY Full Service Partnership (AFSP) (Highest level outpatient clinical case management and treatment)	1-10 for clinical staff.	3 Clinicians, 1.5 Non-Licensed Clinician, 1 Clinical Supervisor	52	\$7,131	Clients: 63 API: 2 Black or African-American: 34 Hispanic or Latino: 1 White: 26 American Indian: 0 Other/Unknown: 0 Male: 36 Female: 26 Missing Gender ID: 0 Prefer Not to Answer Gen ID: 1 Multiple Gender ID: 0 Heterosexual: 51 Unknown: 4 Missing Sex Orient: 0 Bisexual: 1 Queer: 1 Prefer Not to Answer Sex Orient: 3 Multiple Sex Orient: 2 Gay: 0 Questioning: 1 Lesbian: 0
Adult FSP Psychiatry (September Stats)	1-100	0 FTE	42		
AFSP FY21 Mental Health Division Estimated Budgeted Personnel Costs, including Psychiatry and Medical Staff (FY22 not yet available)				\$2,037,600	
Homeless Full-Service Partnership (HFSP) (Highest level outpatient clinical case management and treatment)	1-8 for clinical staff	3 Clinicians, 2 Non-Licensed Clinician, 1 Clinical Supervisor	41	\$7,048	Clients: 42 API: 2 Black or African-American: 25 Hispanic or Latino: 1 Other/Unknown: 0 White: 14 Male: 27

Berkeley Mental Health Caseload Statistics for September 2023

					Female: 13 Missing Gender ID: 1 Unknown: 1 Prefer No to Answer: 0 Multiple Gender Identities: 0 Heterosexual: 33 Missing Sex Orient: 1 Bisexual: 3 Unknown: 3 Gay: 1 Questioning: 1 Multiple Sex Orient: 0 Prefer Not to Answer: 0 Lesbian: 0
HFPS Psychiatry (September Stats)	1-100	0.5 FTE	28		
HFSP FY22 Mental Health Division Estimated Budgeted Personnel Costs, including Psychiatry and Medical Staff (FY22 not yet available)			TBD		
Comprehensive Community Treatment (CCT) (High level outpatient clinical case management and treatment)	1-20	6 Clinicians 1 Team Lead 1 Clinical Supervisor	144	\$2,691	Clients: 178 American Indian: 2 API: 17 Black or African-American: 69 Hispanic or Latino: 7 Other/Unknown: 3 Pacific Islander: 1 White: 79 Male: 93 Female: 77 Multiple Gender Identities: 2 Missing Gender ID: 0 Non-Conforming Gender ID: 2 Prefer Not to Answer Gender ID: 1 Female to Male: 1 Queer Gender ID: 1 Unknown: 1 Heterosexual Sex Orient: 131 Unknown: 19 Missing Sexual Orient: 1

Berkeley Mental Health Caseload Statistics for September 2023

					Bisexual Sex Orient: 3 Lesbian Sex Orient: 5 Gay Sex Orient: 3 Prefer Not to Answer Sex Orient: 10 Multiple Sexual Orient: 1 Queer Sexual Orient: 2 Other Sexual Orient: 3
CCT Psychiatry (September Stats)	1-200	0.75 FTE	116		
CCT FY21 Mental Health Division Estimated Budgeted Personnel Costs, including Psychiatry and Medical Staff (FY22 not yet available)			\$2,617,010		
Focus on Independence Team (FIT) (Lower level of care, only for individuals previously on FSP or CCT)	1-20 Team Lead, 1-50 Post Masters Clinical 1-30 Non- Degreed Clinical	1 Licensed Clinician 1 CHW Sp./ Non- Degreed Clinical, 1 Clinical Supervisor	86	\$1,545	Clients: 92 API: 7 Black or African American: 33 Hispanic or Latino: 5 Other/Unknown: 0 White: 47 Male: 52 Female: 38 Intersex: 1 Missing Gender ID: 1 Other Gender ID: 0 Heterosexual: 79 Unknown: 5 Missing Sexual Orient: 1 Prefer Not to Answer Sexual Orient: 4 Gay: 2 Multiple Sexual Orient: 1 Questioning: 0
FIT Psychiatry (September Stats)	1-200	.25	75		
FIT FY21 Mental Health Division Estimated Budgeted Personnel Costs, including Psychiatry and Medical Staff (FY22 not yet available)			\$900,451		

Family, Youth and Children's Services	Intended Ratio of staff to clients	Clinical Staff Positions Filled	# of clients open this month	Average Monthly System Cost Last 12 months	Fiscal Year 2024 (July '23-June '24) Demographics as of September 2023
Children's Full-Service Partnership (CFSP)	1-8	1 Senior Behavioral Health Clinician	10	\$7,480	Clients: 13 American Indian: 0 API: 0 Black or African-American: 7 Hispanic or Latino: 6 Other/Unknown: 0 White: 0 Female: 5 Male: 6 Missing Gender ID: 1 Unknown: 1 Non-Conforming Gender ID: 0 Heterosexual: 6 Missing Sexual Orient: 1 Unknown: 5 Gay: 1 Other Sexual Orient: 0 Questioning Sexual Orient: 0
CFSP Psychiatry (September Stats)	1-100	0	4		
CFSP FY21 Mental Health Division Estimated Budgeted Personnel Costs (FY22 not yet available)			\$489,235		
Early and Periodic Screening, Diagnostic and Treatment Prevention (EPSDT) /Educationally Related Mental Health Services (ERMHS)	1-20	3 Clinicians, 1 Clinical Supervisor	50	\$1,884	Clients: 70 American Indian: 6 API: 4 Black or African-American: 29 Hispanic or Latino: 14 Other/Unknown: 2 White: 15 Female: 29 Male: 25 Missing Gender ID: 5 Unknown: 6 Multiple Gender ID: 3 Non-Conforming Gender ID: 2

					Female to Male: 0 Other Gender ID: 0 Heterosexual: 30 Unknown: 23 Missing Sexual Orient: 5 Gay: 4 Multiple Sexual Orient: 3 Bisexual: 2 Lesbian: 1 Prefer Not to Answer: 1 Other Sexual Orient: 0 Queer Sexual Orient: 0 Questioning Sexual Orient: 1
ERMHS/EPST Psychiatry (September Stats)	1-100	0	12		
EPST/ERMHS FY21 Mental Health Division Estimated Budgeted Personnel Costs (FY22 not yet available)			\$1,062,409		
High School Health Center and Berkeley Technological Academy (HSHC)	1-6 Clinician (majority of time spent on crisis counseling)	4 Clinicians, 0 Clinical Supervisor	Drop-in: 35 Externally referred: 31 Ongoing tx:62 Groups: 6 Offered/ 4 Conducted		N/A
HSHC FY21 Mental Health Division Estimated Budgeted Personnel Costs (FY22 not yet available)			\$396,106		

Crisis and ACCESS Services	Staff Ratio	Clinical Staff Positions Filled	Total # of Clients/Incidents	MCT Incidents Detail	Calendar Year 2023 (Jan '23- Dec '23) Demographics – From Mobile Crisis Incident Log (through September 2023)
Mobile Crisis (MCT)	N/A	2 Clinicians filled at this time	<ul style="list-style-type: none"> • 67 - Incidents • 21- 5150 Evals • 8 - 5150 Evals leading to involuntary transport 	<ul style="list-style-type: none"> • 42 - Incidents: Location - Phone • 20 - Incidents: Location - Field • 0 - Incidents: Location - Home 	Clients: 528 API: 20 Black or African-American: 79 White: 119 Hispanic or Latino: 13 Other/Unknown: 297 Female: 215 Male: 259 Transgender: 2 Unknown: 52
MCT FY21 Mental Health Division Estimated Budgeted Personnel Costs (FY22 not yet available)			\$771,623		
Transitional Outreach Team (TOT)	N/A	.5 Licensed Clinician, (TOT and CAT have been recently merged)	<ul style="list-style-type: none"> • 8 – Incident(s) 	N/A	Clients: 42 API: 4 Black or African-American: 9 White: 17 Hispanic or Latino: 3 Other/Unknown: 9 Female: 24 Male: 14 Transgender: 0 Unknown: 4
TOT FY21 Mental Health Division Estimated Budgeted Personnel Costs (FY22 not yet available)			\$272,323		
Crisis, Assessment, and Triage (CAT)	N/A	2 Non-Licensed Clinicians, .5 Licensed Clinician, 0 Clinical Supervisor	<ul style="list-style-type: none"> • 114 - Incidents 	N/A	Clients: 484 API: 9 Black or African-American: 90 White: 93 Hispanic or Latino: 15 Other/Unknown: 277 Female: 177 Male: 191 Transgender: 2 Unknown: 114

**CAT FY21 Mental Health Division Estimated Budgeted Personnel Costs
(FY22 not yet available)**

\$735,075

Not reflected in above chart is Early Childhood Consultation, Wellness and Recovery Programming, or Family Support.
In demographics, other/unknown is used both when a client indicates that they are multi-racial and when demographic info is not known.

*Average System Costs come from Yellowfin, and per ACBH include all costs to mental health programs, sub-acute residential programs, hospitals, and jail mental health costs.

Works-Wright, Jamie

From: boona cheema <boonache@aol.com>
Sent: Sunday, October 1, 2023 3:36 AM
To: Eddie Park
Subject: Issue #3 (September 2023) of Berkeley Speaks is now online!.....please forward to your berkeley folk..thanks boona

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.



***Berkeley Speaks* Issue #3 (September 2023) is now online!**



The third issue of [Berkeley Speaks](#) (September 2023) is now online!

Visit:

<http://www.berkeleyspeaks.org/>

Write to us:

BerkeleySpeaksNewspaper@gmail.com

Thank you for subscribing. We hope you'll contact us with local news, and energy to build this community newspaper!

(Please excuse duplicate messages.)



We at Berkeley Speaks are thrilled to present this issue! Here's why:

* We are proud of the range of our coverage of social justice news. We celebrate the progress Berkeley is making, both toward Reimagining on the official level, and on Self-Help on the grassroots level, especially Black-led efforts. We also report on where Berkeley could do better, or is simply failing to meet its commitments, even those it has funded.

* We are also happy to present more art, music, and dance in this issue, in particular an interview with Mokhtar Paki, the creator of the stunning mural on the world's refugee crisis at Dwight and Sacramento, "Sinbad's Voyage." In Berkeley, our human rights outlook has always been intertwined with cultural expression!

* With this issue, we are "graduating" to a fully interactive website, making it much easier for readers to follow the thread of an article and find related pieces we've published.

* We are also beginning a ongoing social media campaign, to bring you social justice updates

and alerts without having to wait for the next issue. Please email us if you would like to receive a text update a few times a month on “news you can use” for social change in our city. Just say, “add me to *Berkeley Speaks*’ text group” and provide your cell number.

Remember that when Berkeley Speaks--whether for housing, health, true public safety, democracy or a livable planet--Berkeley Wins!

Visit: <http://www.berkeleyspeaks.org/>

Write to: BerkeleySpeaksNewspaper@gmail.com



[Find Out More](#)



Copyright © 2023 Berkeley Speaks newspaper, All rights reserved.

You are receiving this email because you opted in.

Our mailing address is:

Berkeley Speaks newspaper

2000 Allston Way #362

Berkeley, CA 94704

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).



Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Friday, September 22, 2023 1:22 PM
To: Works-Wright, Jamie
Subject: Agenda items for October 18 MHC meeting

Internal

Hello Commissioners,

Please have any item you would like to have on the agenda for the October meeting to me **by Friday, September 29th**. Please respond to me how you would like your item to be written on the agenda.

If you would like any items in the packet please have them to me **by October 6th**.

Thank you for your time.

Jamie Works-Wright

Consumer Liaison & Mental Health Commission Secretary

City of Berkeley

2640 MLK Jr. Way

Berkeley, CA 94704

JWorks-Wright@berkeleyca.gov

Office: 510-981-7721 ext. 7721

Cell #: 510-423-8365



Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Friday, September 22, 2023 10:51 AM
To: Works-Wright, Jamie
Subject: FW: [FASMI Discussion] Cal Voices on SB 326 and AB 531

Please see the information below.

Thank you for your time.

Jamie Works-Wright

Consumer Liaison & Mental Health Commission Secretary

City of Berkeley

2640 MLK Jr. Way

Berkeley, CA 94704

JWorks-Wright@berkeleyca.gov

Office: 510-981-7721 ext. 7721

Cell #: 510-423-8365



From: Edward Opton <eopton1@gmail.com>
Sent: Thursday, September 21, 2023 11:49 PM
To: Works-Wright, Jamie <JWorks-Wright@berkeleyca.gov>
Subject: Fwd: [FASMI Discussion] Cal Voices on SB 326 and AB 531

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

9.21.23

To: Members, Mental Health Commission
From: Edward Opton
Re: Potential major changes - institutionalization of mentally ill persons - SB 326 & AB 531- "Care Courts"

The e-mail reproduced below announces a Zoom lecture concerning Governor Newsom's proposed changes to California mental health/mental illness law, especially the laws that authorize involuntary institutionalization of mentally ill persons. The speaker, Clare Cortright, is a Sacramento-based attorney for CalVoices, a group about which I know little but hope to learn more. The discussion may include participation by people skeptical of the Governor's plan and/or opposed to it. See the e-mail from Mary Jean Haley, [in green typeface](#), within the e-mail from Lauren Rettagliata, below.

The September 26 event may be an opportunity to hear from knowledgeable experts, both proponents and opponents, about impending changes of great importance to all California mental health programs, including Berkeley's. To register for the event (advance registration is required), click on the word **HERE** (in brown) in the e-mail below.

Begin forwarded message:

From: Lauren Rettagliata <rettagliata@gmail.com>
Subject: Re: [FASMI Discussion] Cal Voices on SB 326 and AB 531
Date: September 21, 2023 at 9:45:57 PM PDT
To: Alison Monroe <amonroe@jps.net>
Cc: Mary Jean Haley <maryjean@maryjeanhaley.com>, [renewed-fasmi-discussion-group@googlegroups.com](https://groups.google.com/group/renewed-fasmi-discussion)

I will try to also attend via Zoom. Stopping misinformation is so important.

Lauren

On Sep 21, 2023, at 9:01 PM, Alison Monroe <amonroe@jps.net> wrote:

I will go to this meeting, and try to contact this group to see if I or someone else can address them as well.

Alison

On Sep 21, 2023, at 1:46 PM, Mary Jean Haley <maryjean@maryjeanhaley.com> wrote:

This came to me on one of the many email threads. I can't get to this meeting, but it would be nice if someone were there to counter, or at least monitor, what I gather is the usual Cal Voices message.

(Following a brief business meeting) the League of Women Voters will have a discussion, led by Clare Cortright of CalVoices of two recently passed bills: SB 326 and AB 531. Both dramatically modify the amount of "millionaire tax" that comes to each county, and how the money can be spent. AB 531 includes a bond measure, that along with SB326 will divert funds from direct outpatient care to the building of locked involuntary treatment facilities. That means no funding or obligation to provide permanent supported housing. This is an educational event by LWV, please feel welcome to inform yourselves and share! And vote in March 2024!

[The September meeting of the League of Women Voters California Health Care Interest Group \(HCIG\) will be on Tuesday, September 26 from 7-8:30pm. We will have a brief business meeting followed by guest speaker Clare](#)

Cortright, Esq., Policy Director at [CalVoices](#).
Click [HERE](#) for registration (required).

Cal Voices services mental health clients where Clare is a Patient Rights' Advocate with a special interest in the care and rights of mental health consumers facing involuntary holds and medication orders, and those who become incarcerated.

Please forward this invitation widely to individuals and groups interested in learning about the Behavioral Services Act of 2024 (SB 326), the related \$6.38 billion funding bill (AB 531), and Care Courts. SB 326 and AB 531 will be on the March ballot as a single proposition.

--

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Friday, September 22, 2023 10:49 AM
To: Works-Wright, Jamie
Subject: FW: Webinar Invitation: CA BH System Reform (from CA HHS): Friday, September 22nd, 2pm-3pm

Hello Commissioners

Please see the information below for today.

Thank you for your time.

Jamie Works-Wright

Consumer Liaison & Mental Health Commission Secretary
City of Berkeley
2640 MLK Jr. Way
Berkeley, CA 94704
JWorks-Wright@berkeleyca.gov
Office: 510-981-7721 ext. 7721
Cell #: 510-423-8365



From: CAL BHBC <cal@calbhbc.com>
Sent: Thursday, September 21, 2023 9:16 PM
To: Works-Wright, Jamie <JWorks-Wright@berkeleyca.gov>
Subject: Webinar Invitation: CA BH System Reform (from CA HHS): Friday, September 22nd, 2pm-3pm

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Note: A summary of SB 326/AB 531/Proposition 1 and a link to the recorded webinar will be posted at www.calbhbc.org/bhsa

Webinar invitation from CA HHS Office of Policy & Strategic Planning:

Dear Stakeholders and Interested Parties,

California Health and Human Services Agency will be hosting an **Informational Webinar on SB 326 and AB 531 – California’s Behavioral Health System Reform Package on Friday, September 22nd from 2pm-3pm**, in collaboration with our partners at California Department of Housing and Community Development (HCD), and California Department of Veterans Affairs (CalVet). The webinar will summarize amendments to the bill package and will be recorded for those who are not available and wish to view the webinar at a later date.

To participate in the webinar follow this link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGRjMzMwNTYtMDk0OC00ZWMzLTlkOGItM2ZiN2RiYmUzNTQx%40thread.v2/0?context=%7B%22Tid%22%3A%22265c2dcd-2a6e-43aa-b2e8-26421a8c8526%22%2C%22Oid%22%3A%220fc10ba8-a7ba-476d-9de5-a30404231ee2%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a

Josie Baca

Office of Policy and Strategic Planning

California Health and Human Services Agency

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Friday, September 22, 2023 10:41 AM
To: Works-Wright, Jamie
Subject: FW: CARE Court PowerPoint and Contract
Attachments: CARE Court PowerPoint Presentation Dr Roberta Chambers Indigo Project.pdf; Alameda County CARE Court Contract Dr Roberta Chambers Indigo Project.pdf

Internal

Hello Commissioners,

Please see the information below from Margaret Fine

Thank you for your time.

Jamie Works-Wright

Consumer Liaison & Mental Health Commission Secretary

City of Berkeley

2640 MLK Jr. Way

Berkeley, CA 94704

JWorks-Wright@berkeleyca.gov

Office: 510-981-7721 ext. 7721

Cell #: 510-423-8365



From: Margaret Fine <margaretcAROLFINE@gmail.com>
Sent: Thursday, September 21, 2023 7:34 PM
To: Works-Wright, Jamie <JWorks-Wright@berkeleyca.gov>; Monica Jones <mjberkeleycommissioner18@gmail.com>
Subject: CARE Court PowerPoint and Contract

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Hi Jamie,

Would you kindly pass along this CARE Act material for discussion?

Attached is the CARE Court PowerPoint presentation by Dr Roberta Chambers and her colleagues. She is awarded the CARE Court Contract for Alameda County.

Best wishes,

Margaret

Margaret Fine
Cell: 510-919-4309

Community Assistance, Recovery and Empowerment: The CARE Act / CARE Court

Roberta Chambers, PsyD

roberta@indigoproject.net

Ardavan Davaran, PhD

ardavan@indigoproject.net

Kira Gunther, MSW

kira@indigoproject.net



What is the CARE Act?

- The CARE Act is a legislation that authorizes CARE court, a new civil court process to ensure that individuals most impacted by mental health challenges receive the services that they need.
- CARE court establishes a civil court process whereby the courts an order eligible individuals to participate in a CARE plan provided by a CARE team.
- The CARE Act changes other rules and regulations, including LPS law, the penal code, and health insurance code.
- CARE Court is being implemented in phases.
 - The first cohort of counties to implement the CARE Act include the counties of Glenn, Orange, Riverside, San Diego, Stanislaus, Tuolumne, and San Francisco. This cohort will be required to implement the CARE Act by October 1, 2023,
 - All remaining counties are required to begin implementation by October 1, 2024, unless the county is granted additional time by DHCS.



Are counties required to implement CARE court?

Yes. Counties must implement CARE court.

If a county does not implement CARE court, they can be fined.

If a County continues to not implement CARE court, the courts can appoint a special master to secure CARE court evaluation and treatment services at the County's expense.

Who is eligible for CARE court?

The CARE act does not apply to everyone experiencing a mental health issue or homelessness.

CARE court is specifically for

individuals who are at a high risk of placement in a locked setting, such as a jail or psychiatric hospital.

The purpose of CARE court is to engage those individuals in the community and reduce the need for conservatorship/ confinement.



5972. An individual shall qualify for the CARE process only if all of the following criteria are met:

- a) The person is 18 years of age or older.
- b) The person is currently experiencing a severe mental illness...and has a diagnosis identified in the disorder class: schizophrenia spectrum and other psychotic disorders
- c) The person is not clinically stabilized in on-going voluntary treatment. d) At least one of the following is true:
 - (1) The person is unlikely to survive safely in the community without supervision and the person's condition is substantially deteriorating, and/or
 - (2) The person is in need of services and supports in order to prevent a relapse or deterioration that would be likely to result in grave disability or serious harm to the person or others, as defined in Section 5150.
- e) Participation in a CARE plan or CARE agreement would be the least restrictive alternative necessary to ensure the

person's recovery and stability.

f) It is likely that the person will benefit from participation in a CARE plan or CARE agreement

Who else may be eligible for CARE court?

▪ Penal Code Revisions

○ The CARE Act amends the penal code and allows for judges to refer someone who is determined to be incompetent to stand trial and *ineligible for diversion* over to CARE court. Before the CARE Act, the judge could only refer to AOT or LPS conservatorship.

▪ Insurance Code Revisions

○ The CARE Act amends the insurance code to require health insurance plans to cover the costs of CARE Act evaluations and CARE plan services

1374.723. (a) *A health care service plan...shall cover the cost of developing an evaluation pursuant to Section 5977.1 of the Welfare and Institutions Code and the provision of all health care services for an enrollee when required or recommended for the enrollee pursuant to a CARE agreement or a CARE plan approved by a court regardless of whether the service is provided by an in network or out-of-network provider.*

Are people who are Incompetent to Stand Trial eligible for CARE court?

Yes, if they are determined to be IST and ineligible for diversion, the judge may refer to CARE court.

Are people with private insurance eligible for CARE court?

Yes. The CARE Act requires that health insurance plans pay for the evaluation to determine CARE court eligibility and establish the CARE plan. It also requires that health plans pay for the services included in a CARE plan.

Who can refer to CARE court?

5974. The following adult persons may file a petition to initiate the CARE process:

- A person with whom the respondent resides.
- A spouse, parent, sibling, child, or grandparent or other individual who stands in loco parentis to the respondent.
- The director of a hospital, or their designee, in which the respondent is hospitalized, including hospitalization pursuant to Section 5150 or 5250.
- The director of a public or charitable organization, agency, or home, or their designee, who has, within the previous 30 days, provided or who is currently providing behavioral health services to the respondent or in whose institution the respondent resides.
- A licensed behavioral health professional, or their designee, who is, or has been within the previous 30 days, either supervising the treatment of, or treating the respondent for a mental illness.
- The director of a county behavioral health agency, or their designee, of the county in which the respondent resides or is



found.

- A first responder, including a peace officer, firefighter, paramedic, emergency medical technician, mobile crisis response worker, or homeless outreach worker, who has had repeated interactions with the respondent in the form of multiple arrests, multiple detentions and transportation pursuant to Section 5150, multiple attempts to engage the respondent in voluntary treatment, or other repeated efforts to aid the respondent in obtaining professional assistance.
- The public guardian or public conservator, or their designee, of the county in which the respondent is present or reasonably believed to be present.
- The director of county adult protective services, or their designee, of the county in which the respondent resides or is found.
- The director of a California Indian health services program, California tribal behavioral health department, or their designee.
- The judge of a tribal court that is located in California, or their designee.
- The respondent.

5

What services are included in a CARE plan?

5982. (a) The CARE plan may include only the following:

1) Behavioral health services funded through the 1991 and 2011

Realignment, Medi-Cal behavioral health, health care plans and insurers, and services supported by the Mental Health Services Act pursuant to Part 3 (commencing with Section 5800).

2) Medically necessary stabilization medications, to the extent not described in paragraph (1).

- 3) Housing resources
- 4) Social services funded through Supplemental Security Income/State Supplementary Payment (SSI/SSP), Cash Assistance Program for Immigrants (CAPI), CalWORKs, California Food Assistance Program, In Home Supportive Services program, and CalFresh.
- 5) Services provided pursuant to Part 5 (commencing with Section 17000) of Division 9.



Can CARE court force someone to take medications?

CARE court allows for *“medically necessary stabilizing medications”* to be included in the CARE plan but does not authorize them to be administered involuntarily.

If a person refused medication, this would be addressed under existing laws and practices (e.g., Riese hearing)

Who participates in the CARE court process?



How does CARE court

work? Eligible party

**initiates CARE process by
filing
standardized form with the Courts**

- If it appears to meet requirements, court orders behavioral health to do an evaluation.



**Written report filed by
behavioral
health within 14 days**

- Voluntary

engagement is
effective; petition dismissed.

- Report does not support eligibility; petition dismissed.
- Person appears eligible; set initial hearing within 10 days.

Initial Hearing for Petition

- Person does not meet criteria;
petition dismissed.
- Person does meet criteria; case
management hearing scheduled within 14 days.

Case Management Hearing

- CARE plan likely or complete; set
progress hearing for 60 days.
- CARE plan unlikely; set clinical evaluation review hearing for 21 days.

Ongoing Review

- Progress Review Hearings every 60 days
- Status Hearing every year

What if someone doesn't do what's in the CARE plan?



- If a County does not comply with the court orders or fails to provide the services in the CARE plan,
 - The presiding judge can issue a fine of \$1,000 per day up to \$25,000 per instance. These funds go into an account that will be redistributed back to the County to fund CARE court services.
 - If a county is determined to be persistently noncompliant, the presiding judge may appoint a special master to secure court-ordered care for the respondent at the local government entity's cost.

Other questions?

- **What if someone is referred to CARE court in another county?**
 - If a person is referred to CARE court while away from their county of residence, CARE court proceedings are transferred to their County of residence, unless the person

objects. If the person objects to the transfer, the CARE court proceedings will take place in the County where the proceedings were initiated. [5973(a) and (b)]

▪ **Can MHSa funds be used to pay for CARE court?**

- MHSa funds can be used to pay for the services included in the CARE plan.



How is CARE court different from the Assisted Outpatient Treatment established by AB1421?

- CARE court is a version of AOT, but there are significant changes in the CARE Act when compared to existing AOT regulations, including:
 - Referrals go to the court, not behavioral health.
 - Additional groups are eligible to refer.
 - There is no threshold of requiring a certain number of prior crises and/or hospitalizations to qualify.
 - People with private insurance are eligible.
 - A “trained supporter” is a formal member of the CARE team.
 - Not participating in the CARE plan can be used as evidence to support the need for an LPS conservatorship.

- The CARE Act includes fines for Counties if they don't comply with court orders or provide the services in the CARE plan.

Ongoing State Resources

- The state has allocated resources to provide ongoing training and technical assistance as well as statewide evaluation to support CARE court implementation.
 - DHCS will provide training and technical assistance to county behavioral health agencies regarding CARE process, agreement and plan services and supports, supported decision-making, the supporter role, trauma-informed care, elimination of bias, psychiatric advance directives, family psychoeducation, and data collection; also training to counsel and supporters.
 - Judicial Council, in consultation with department and stakeholders, shall provide training and technical assistance to judges about CARE process, agreement and plan services and supports, working with supporter, supported decision-making, supporter role, family role, trauma-informed CARE, elimination of bias, best practices, and evidence-based models of care for people with severe behavioral health conditions.



Outcome measures to assess the effectiveness of the CARE Act model, such as:

- Improvement in housing status, including gaining and maintaining housing,
- Reductions in

emergency
department visits and inpatient
hospitalizations,
▪ Reductions in law enforcement
encounters and
incarceration,
▪ Reductions in
involuntary treatment and conservatorship, and
▪ Reductions in
substance use.

What's Next?

Please email margaret.salmond@acgov.org if you'd like to be added to the CARE court email listserv and stay up to date on future events and opportunities to participate.





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

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

SUBJECT: AWARD A CONTRACT TO THE INDIGO PROJECT FOR COMMUNITY ASSISTANCE, RECOVERY, AND EMPOWERMENT (CARE) COURT CONSULTATION SERVICES; MASTER CONTRACT NO. 902286; PROCUREMENT CONTRACT NO. 25330; AMOUNT: \$479,750

Dear Board Members:

RECOMMENDATIONS:

- A. Authorize the Purchasing Agent, or her designee, to execute a contract (Master Contract No. 902286; Procurement Contract No. 25330) with The Indigo Project (Principal: Roberta Chambers; Location: Martinez) to provide Community Assistance, Recovery, And Empowerment Court Consultation services to the Alameda County Behavioral Health Care Services, for the term of 7/12/23 – 7/11/25, in the amount of \$479,750.
- B. Authorize the Auditor-Controller’s Office to make the budgetary adjustments in the attached financial recommendation.

DISCUSSION/SUMMARY:

The Community Assistance, Recovery, And Empowerment (CARE) Court Consultant has in-depth knowledge of the population to serve and County’s substance use disorder , Severe Mental Illness, and Lanterman-Petris-Short guidelines and serves as the guide for the implementation of the CARE Courts in the County. The Consultant’s duties include ensuring sufficient stakeholder processes, public education, departmental education regarding CARE Courts, and the County’s implementation of CARE Courts. Utilizing in-depth knowledge of diversity, inclusion, and equity practices, the Consultant shall conduct ongoing education and training to Alameda County Behavioral Health Care Services (ACBH) service providers on CARE Court implementation and timeline and referral methods serving as overall subject matter experts to the organizations that provide care to the beneficiaries. In addition, the Consultant shall serve as a link to CARE Court

partners, including superior courts, public defenders, county counsel, and district attorney’s office, and the County authorized provider for CARE Court participants.

SELECTION CRITERIA/PROCESS:

ACBH has determined that Alameda County does not currently have the resources to provide CARE Court Consultation services.

ACBH worked with General Services Agency (GSA)–Procurement to develop a Request for Proposal (RFP), which was issued on March 29, 2023, posted on the website for 30 days, sent to the E-Gov Goods and Services Current Contract Opportunities mailing service, and emailed to the Chambers of Commerce, e-mail group. The RFP was also advertised in The Inter-City Express on March 31, 2023 and the Oakland Post on April 5, 2023. A vendor outreach was conducted on April 5, 2023, followed by one networking/bidders conference on April 6, 2023, which was attended by one vendor.

On April 28, 2023, one bidder submitted a response to the RFP. The response was evaluated, and the bidder was interviewed by the County Selection Committee. A maximum total of 550 evaluation points was available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.

The Indigo Project was the highest scoring vendor and is being recommended for award.

The Indigo Project is not a certified SLEB and is subcontracting 20% of the contract with SKS Consulting (Principal: Stacey Smith; Location: Oakland; Certified Small: 20-00038; Expiration: 4/30/2025) to provide CARE Court Consultation services.

The following is the evaluation summary:

EVALUATION SUMMARY

Vendor	Location	Local	SLEB	Evaluation
<i>The Indigo Project</i>	<i>Martinez, CA</i>	<i>N</i>	<i>N</i>	<i>298</i>


FINANCING:

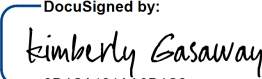
Appropriations for this contract will be funded by CARE Court start-up funding (\$479,750) and an adjustment to the ACBH Fiscal Year 2023-24 Approved Budget is requested per the attached financial recommendation. There will be no increase in net County costs.

VISION 2026 GOAL:

The CARE Court Consultation services meets the 10X goal pathway of a **Healthcare For All** in support of our shared vision of a **Healthy Environment**.

Respectfully submitted,

DocuSigned by:

CB284AE84C50405...
Colleen Chawla
Director, Health Care Services Agency

DocuSigned by:

8D4CA131AA084C2...
Kimberly Gasaway
Director, General Services Agency

Attachment

KG\KH\mm\I:\Board Letters\Purchasing\FY 2022-23\ 902286 CARE Court Services BLCSBN

cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY
CARE COURT CONSULTATION SERVICES
 MC No. 902286
 July 1, 2023 – June 30, 2025

Vendor	Location	Dollar Value of Contract Award
The Indigo Project Principal: Roberta Chambers	4100 Rita Dr, Martinez, CA 94553	\$479,750

SLEB Subcontracting Information			
SKS Consulting Principal: Stacey Smith Certified Small: 20-00038 Expiration: 04/30/25	3817 Randolph Avenue OAKLAND 94602	20%	\$95,950



**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, is by and between the County of Alameda, hereinafter referred to as the “County”, and The Indigo Project, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Community Assistance, Recovery, and Empowerment (CARE) court consultation services which are more fully described in Exhibit A hereto (“CARE Court Consultation Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide CARE court consultation services, and Contractor accepts such engagement on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- | | |
|-------------|---|
| Exhibit A | Definition of Services |
| Exhibit A-1 | Specific Requirements |
| Exhibit B | Payment Terms |
| Exhibit C | Insurance Requirements |
| Exhibit D | Debarment and Suspension Certification |
| Exhibit E | Contracting Compliance Reporting Requirements |

The term of this Agreement shall be from July 12, 2023 through July 11, 2025.

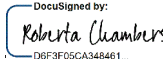
The compensation payable to the Contractor hereunder shall not exceed Four Hundred Seventy-Nine Thousand Seven Hundred and Fifty dollars (\$479,750) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

THE INDIGO PROJECT

By: _____
Signature

By:  _____
Signature

Name: Detra Dillon
(Printed)

Name: Roberta Chambers
(Printed)

Title: Procurement Administrator

Title: Founder/Owner

Date: _____

Date: 6/19/2023

By signing above, the 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.



GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement 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.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any

other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
James Wagner
2000 Embarcadero Cove
Oakland, CA 94606
Attn: James.Wagner@acgov.org

To Contractor: Roberta Chambers
4100 Rita Dr.
Martinez, CA 94553
Attn: roberta@indigoproject.net

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

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 hereto, provided that the maximum amount payable to Contractor for its CARE court consultation Services shall not exceed \$479,750 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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

Contractor shall subcontract with *SKS Consulting* (3817 Randolph Avenue, Oakland, CA; Principal, *Stacey Smith*), for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. 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.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. 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 & Reporting (OCCR).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation 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 Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB 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.

- a. 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.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and

enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for three years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, 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.

[END OF GENERAL TERMS AND CONDITIONS]



EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide CARE Court Consultation Services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 902286, including any addenda, specifically including Exhibit A-1 of the RFP, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Roberta Chambers, PsyD	Founder/Owner	925-257-4080 (Office) 510-410-5594 (Cell)	roberta@indigoproject.net
Kira Gunther, MSW	Principal, The Indigo Project	510-384-1829 (Cell)	kira@indigoproject.net
Ardavan Davaran, PhD	Independent Contractor	510-333-8408 (Office) Cell)	ardavandavaran@indigoproje ct.net
Stacey Smith	Independent Contractor	510-530-6994 (Office) 510-560-5069 (Cell)	stacey@skiconsulting.net

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. 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 as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

I. SPECIFIC REQUIREMENTS

Contractor must conformance with all the following throughout the contract period, as needed:

1. Provide consultation services and ongoing education and training to Alameda County Behavioral Health (ACBH) service providers on CARE court implementation.
2. Serve as a link to CARE court partners including superior courts, public defender, county counsel and district attorney's office and ACBH authorized provider for CARE court participants throughout the contract period.
3. Possess in-depth understanding of the population ACBH serves including strong knowledge of Diversity, Equity and Inclusion (DEI) practices, and guide the behavioral health department on DEI principles and CARE court implementation.
4. Demonstrate their knowledge of CARE court pilot counties including their experience on CARE courts and educate County on the lessons learned from the pilot counties.
5. Organize, coordinate and facilitate trainings.
6. Renew certification, licenses, and credentials as required during the contract period in a timely manner.

II. DELIVERABLES / REPORTS

The County intends to launch CARE Courts by December 2024.

The consultant must track and report on:

1. Stakeholder meetings offered to the community to prepare for CARE Courts.
2. Legislative changes or key milestones to CARE Court implementation.
3. Internal meetings regarding CARE Court preparation.



EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Description	Year 1	Year 2
Plan, organize and provide updates at stakeholder meetings offered to community to prepare for CARE Courts.	\$72,437.50	\$61,375.00
Inform ACBH on legislative changes or key milestones to CARE Court implementation.	\$49,212.50	\$37,625.00
Plan, organize, and coordinate internal meetings regarding CARE Court preparation.	\$133,091.67	\$126,008.33
Subtotal:	\$254,741.67	\$225,008.33

Grand Total:	\$479,750.00
---------------------	---------------------

2. Invoices will be reviewed for approval by the County, Alameda County Behavioral Health Services.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$479,750. This cost includes all taxes and all other charges.
4. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

5.

Activities/Deliverables	Frequency/Timeline	Goal/Outcome	Key Personnel
I. Project Launch			
Project Kick-off Meeting	1 meeting in Month 1	Vet project plan and approach, set clear priorities for project; create a working schedule/plan for project	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Document Review and Background Materials Development	Months 1-2	Equip project team with deep understanding of legislation culminating in accessible and sharable materials	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Information Sessions	5-6 Sessions in Months 1-3	Ensure stakeholders understand the CARE Act through a series of information sessions	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Quantitative Data Collection	Months 1-2	Create local estimates of the number of people who are likely to be eligible for CARE Court that can be shared	Dr. Davaran and Dr. Chambers
Interagency Work Group Kickoff	1 meeting in Month 2-3	Recruit members and facilitate a kickoff meeting; gather buy-in for monthly meetings; set a schedule	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Community Oversight Committee Kickoff	1 meeting in Month 2-3	Recruit members and facilitate a kickoff meeting; gather buy-in for monthly meetings; set a schedule	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Finalize Project Plan	Month 3	Create sharable project plan and vet with ACBH staff	Dr. Davaran and Ms. Gunther
II. Care Court Planning and Implementation Support			
Interagency Work Group Meetings	Monthly: 21 meetings	Facilitate implementation meetings culminating in policies, workflows, and other needed implementation materials	Dr. Chambers, Ms. Gunther, Dr. Davaran
Implementation Training and TA to ACBH and Partners	Ongoing as needed	Ongoing support for agencies involved in CARE Court implementation, including training and support materials	Dr. Chambers, Ms. Gunther, Dr. Davaran
Community Oversight Committee Meetings	Quarterly: 7-8 meetings	Facilitate quarterly meetings to provide updates, inform about implementation plans, and receive feedback	Dr. Chambers, Ms. Gunther, Dr. Davaran
Information Sessions/ Dissemination of Educational Materials	Ongoing, frequency based on need	Host information sessions with internal staff and community stakeholders to provide updates, share implementation news, and provide training and support for people implementing CARE Court	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Tracking Legislation and Documenting Pilot County Findings	Monthly	Track legislation and Pilot County findings; create sharable documents to inform agency staff and stakeholders	Dr. Chambers with support
Mental Health Board and Justice Committee Meetings	Monthly	Serve as a liaison to Mental Health Board and Justice Committee sharing regular updates	Ms. Smith with support



EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

E Endorsements and Conditions:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
1. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and 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. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

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 Indigo Project

PRINCIPAL: Roberta Chambers TITLE: Founder/Owner


SIGNATURE:  Roberta Chambers DATE: 6/19/2023



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, the 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 are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered subcontractors.

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

FINANCIAL RECOMMENDATION FORM

#140100-35 Rev 5/21/14

AGENDA DATE: 7/11/2023

BOARD LETTER SUBJECT: Award a contract to the Indigo Project for Community Assistance, Recovery, and Empowerment (CARE) Court Consultation Services

BUDGET YEAR: 2024

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350551	452120			\$479,750
ORG TOTAL				\$479,750

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$479,750

The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350500	610000	00000		\$479,750
ORG TOTAL				\$479,750

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$479,750



**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 7/12/2023, is by and between the County of Alameda, hereinafter referred to as the “County”, and The Indigo Project, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain Community Assistance, Recovery, and Empowerment (CARE) court consultation services which are more fully described in Exhibit A hereto (“CARE Court Consultation Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide CARE court consultation services, and Contractor accepts such engagement on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- | | |
|-------------|---|
| Exhibit A | Definition of Services |
| Exhibit A-1 | Specific Requirements |
| Exhibit B | Payment Terms |
| Exhibit C | Insurance Requirements |
| Exhibit D | Debarment and Suspension Certification |
| Exhibit E | Contracting Compliance Reporting Requirements |

The term of this Agreement shall be from July 12, 2023 through July 11, 2025.

The compensation payable to the Contractor hereunder shall not exceed Four Hundred Seventy-Nine Thousand Seven Hundred and Fifty dollars (\$479,750) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

THE INDIGO PROJECT

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

By: DocuSigned by:
Roberta Chambers
DF3F05CA348461... _____
Signature

Name: Detra Dillon
(Printed)

Name: Roberta Chambers
(Printed)

Title: Procurement Administrator

Title: Founder/Owner

Date: 7/12/2023

Date: 7/12/2023

By signing above, the 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.



GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement 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.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any

other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
James Wagner
2000 Embarcadero Cove
Oakland, CA 94606
Attn: James.Wagner@acgov.org

To Contractor: Roberta Chambers
4100 Rita Dr.
Martinez, CA 94553
Attn: roberta@indigoproject.net

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

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 hereto, provided that the maximum amount payable to Contractor for its CARE court consultation Services shall not exceed \$479,750 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

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

Contractor shall subcontract with *SKS Consulting* (3817 Randolph Avenue, Oakland, CA; Principal, *Stacey Smith*), for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. 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.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. 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 & Reporting (OCCR).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation 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 Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB 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.

- a. 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.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and

enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for three years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, 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.

[END OF GENERAL TERMS AND CONDITIONS]



EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide CARE Court Consultation Services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements and Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 902286, including any addenda, specifically including Exhibit A-1 of the RFP, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Roberta Chambers, PsyD	Founder/Owner	925-257-4080 (Office) 510-410-5594 (Cell)	roberta@indigoproject.net
Kira Gunther, MSW	Principal, The Indigo Project	510-384-1829 (Cell)	kira@indigoproject.net
Ardavan Davaran, PhD	Independent Contractor	510-333-8408 (Office) Cell)	ardavandavaran@indigoproject.net
Stacey Smith	Independent Contractor	510-530-6994 (Office) 510-560-5069 (Cell)	stacey@skiconsulting.net

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. 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 as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

I. SPECIFIC REQUIREMENTS

Contractor must conformance with all the following throughout the contract period, as needed:

1. Provide consultation services and ongoing education and training to Alameda County Behavioral Health (ACBH) service providers on CARE court implementation.
2. Serve as a link to CARE court partners including superior courts, public defender, county counsel and district attorney's office and ACBH authorized provider for CARE court participants throughout the contract period.
3. Possess in-depth understanding of the population ACBH serves including strong knowledge of Diversity, Equity and Inclusion (DEI) practices, and guide the behavioral health department on DEI principles and CARE court implementation.
4. Demonstrate their knowledge of CARE court pilot counties including their experience on CARE courts and educate County on the lessons learned from the pilot counties.
5. Organize, coordinate and facilitate trainings.
6. Renew certification, licenses, and credentials as required during the contract period in a timely manner.

II. DELIVERABLES / REPORTS

The County intends to launch CARE Courts by December 2024.

The consultant must track and report on:

1. Stakeholder meetings offered to the community to prepare for CARE Courts.
2. Legislative changes or key milestones to CARE Court implementation.
3. Internal meetings regarding CARE Court preparation.



EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Description	Year 1	Year 2
Plan, organize and provide updates at stakeholder meetings offered to community to prepare for CARE Courts.	\$72,437.50	\$61,375.00
Inform ACBH on legislative changes or key milestones to CARE Court implementation.	\$49,212.50	\$37,625.00
Plan, organize, and coordinate internal meetings regarding CARE Court preparation.	\$133,091.67	\$126,008.33
Subtotal:	\$254,741.67	\$225,008.33

Grand Total:	\$479,750.00
---------------------	---------------------

2. Invoices will be reviewed for approval by the County, Alameda County Behavioral Health Services.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$479,750. This cost includes all taxes and all other charges.
4. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:

5.

Activities/Deliverables	Frequency/Timeline	Goal/Outcome	Key Personnel
I. Project Launch			
Project Kick-off Meeting	1 meeting in Month 1	Vet project plan and approach, set clear priorities for project; create a working schedule/plan for project	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Document Review and Background Materials Development	Months 1-2	Equip project team with deep understanding of legislation culminating in accessible and sharable materials	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Information Sessions	5-6 Sessions in Months 1-3	Ensure stakeholders understand the CARE Act through a series of information sessions	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Quantitative Data Collection	Months 1-2	Create local estimates of the number of people who are likely to be eligible for CARE Court that can be shared	Dr. Davaran and Dr. Chambers
Interagency Work Group Kickoff	1 meeting in Month 2-3	Recruit members and facilitate a kickoff meeting; gather buy-in for monthly meetings; set a schedule	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Community Oversight Committee Kickoff	1 meeting in Month 2-3	Recruit members and facilitate a kickoff meeting; gather buy-in for monthly meetings; set a schedule	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Finalize Project Plan	Month 3	Create sharable project plan and vet with ACBH staff	Dr. Davaran and Ms. Gunther
II. Care Court Planning and Implementation Support			
Interagency Work Group Meetings	Monthly: 21 meetings	Facilitate implementation meetings culminating in policies, workflows, and other needed implementation materials	Dr. Chambers, Ms. Gunther, Dr. Davaran
Implementation Training and TA to ACBH and Partners	Ongoing as needed	Ongoing support for agencies involved in CARE Court implementation, including training and support materials	Dr. Chambers, Ms. Gunther, Dr. Davaran
Community Oversight Committee Meetings	Quarterly: 7-8 meetings	Facilitate quarterly meetings to provide updates, inform about implementation plans, and receive feedback	Dr. Chambers, Ms. Gunther, Dr. Davaran
Information Sessions/ Dissemination of Educational Materials	Ongoing, frequency based on need	Host information sessions with internal staff and community stakeholders to provide updates, share implementation news, and provide training and support for people implementing CARE Court	Dr. Chambers, Ms. Gunther, Dr. Davaran, Ms. Smith
Tracking Legislation and Documenting Pilot County Findings	Monthly	Track legislation and Pilot County findings; create sharable documents to inform agency staff and stakeholders	Dr. Chambers with support
Mental Health Board and Justice Committee Meetings	Monthly	Serve as a liaison to Mental Health Board and Justice Committee sharing regular updates	Ms. Smith with support



EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

E

Endorsements and Conditions:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
1. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and 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. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

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 Indigo Project

PRINCIPAL: Roberta Chambers TITLE: Founder/Owner


SIGNATURE:  DATE: 7/12/2023



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, the 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 are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered subcontractors.

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

FINANCIAL RESOLUTION R-2023-355

PAGE: 1 OF 2

FILE NUMBER: N/A

MEETING DATE: 7/11/2023

ITEM NUMBER: 10

BY: 2024

FUND: 10000

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350551	452120	00000		\$479,750
			ORG TOTAL	\$479,750

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
			ORG TOTAL	\$0

GRAND TOTAL ANTICIPATED REVENUE \$479,750

The increase (decrease) in appropriations, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350500	610000	00000		\$479,750
			ORG TOTAL	\$479,750

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
			ORG TOTAL	\$0

GRAND TOTAL APPROPRIATION \$479,750

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **11th** day of **July 2023**, to wit:

AYES: Supervisors Haubert, Márquez, Tam & President Miley – 4

NOES: None

EXCUSED: Supervisor Carson - 1




PRESIDENT, BOARD OF SUPERVISORS

File No: N/A
Agenda No: 10
Document No: R-2023-355F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk, Board of Supervisors

By: 
Deputy

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Tuesday, September 19, 2023 12:18 PM
To: Works-Wright, Jamie
Subject: FW: Invitation: CALBHB/C Bay Area Meeting/Training October 20 and/or 21st, Hybrid

Hello Commissioners,

Please see the information below.

Thank you for your time.

Jamie Works-Wright

Consumer Liaison & Mental Health Commission Secretary

City of Berkeley

2640 MLK Jr. Way

Berkeley, CA 94704

JWorks-Wright@berkeleyca.gov

Office: 510-981-7721 ext. 7721

Cell #: 510-423-8365



From: CAL BHBC <cal@calbhbc.com>
Sent: Monday, September 18, 2023 11:18 AM
To: Works-Wright, Jamie <JWorks-Wright@berkeleyca.gov>
Subject: Invitation: CALBHB/C Bay Area Meeting/Training October 20 and/or 21st, Hybrid

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

We invite you to [register](#) and please share this invitation with local board/commission members and staff!

CALBHB/C Quarterly Meeting *and/or* Training

Hybrid: Zoom / In-Person (Bay Area*)

October 20 *and/or* October 21, 2023

We invite you to register! Registration is open to all local mental/behavioral health board/commission members and staff. There is no fee to register.

Please Register at: www.calbhbc.org/registration

Friday, October 20, 2023

1:30 - 3:00 pm **CALBHB/C Meeting:** Updates/presentations from statewide organizations:

-
-
- CA Association of Local Behavioral Health Boards/Commissions (CALBHB/C)
-
-
- CA Behavioral Health Planning Council
-
-
- Mental Health Services Oversight & Accountability Commission
-
-
- Peer Provider Certification Update
-
-
- Issue-Based Discussion
-

3:15 pm - 5:45 pm **Community Engagement Training**

-
-
- Unconscious Bias Training
-
-
- Community Engagement Training: Ensuring Community and Provider Involvement throughout local planning processes
-
-

Saturday, October 21, 2023

9 am* - 12 pm

-
-
- How to Be an Effective MH/BH Board/Commission (Rules, Duties and Tools)
-
-
- Issue-Based Discussion
-

Please Register at: www.calbhbc.org/registration

* In-Person Registrants:

Coffee & Pastries will be available at 8:30 am on Saturday.

Expenses: CALBHB/C will pay travel-related expenses for one MH/BH board/commission member per county in the Superior Region** (but more are welcome to attend.)

Hotel room-block deadline is September 26th (CALBHB/C will pay the hotel directly for individuals on our room list.)

Registration deadline: *In-person* attendees are asked to register by Friday, October 13th, 2023.

Location information is provided through registration confirmations to attendees.

***The Bay Area Region includes: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, and City of Berkeley.)*

The CA Association of Local Behavioral Health Boards & Commissions (CALBHB/C) supports the work of CA's 59 local mental/behavioral health boards and commissions.

www.calbhbc.org email: info@calbhbc.com [facebook/CALBHBC](https://www.facebook.com/CALBHBC)

CALBHB/C is a 501(c)(3) Non-Profit Organization

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Tuesday, September 19, 2023 11:02 AM
To: Works-Wright, Jamie
Subject: FW: Following up

Hello Commissioners,

Please see the message from Sasha below about the Care First, Jail Last.

Hello members of the BMH Commission,

My name is Sasha Gayle-Schneider (pronouns: they/them) and I am the Social Systems Assessment Specialist for the Department of Health, Housing and Social Services. I will be bottom-lining the execution of the Care First Jails Last council referral and look forward to working closely with this team to share process updates and receive feedback throughout the legislation's implementation. I come to this work from having written many of the recommendations for Oakland's Reimagining Public Safety Taskforce with the Anti Police-Terror Project, co-authoring the recommendations for the Specialized Care Unit with RDA, supporting its implementation with the HHCS Office of the Director, and serving the tenderloin community as a Harm Reduction counselor with SFDPH Street Medicine.

I will give a brief presentation on our Care First Jails Last progress at the next Commission meeting, but until then, I wanted to make myself available to you via email in case you have additional thoughts, feedback and context for consideration during the project's initial design phases. Please don't hesitate to email me directly at SGayle-Schneider@BerkeleyCA.Gov.

Thank you very much for your time and leadership. I look forward to meeting many of you in the weeks to come!

Sasha

Sasha Gayle-Schneider

[Pronouns: They/Them/Theirs](#)

Social Systems Assessment Specialist

Department of Health, Housing & Community Services (HHCS)

City of Berkeley, [Huchiun Ohlone Land](#) | SGayle-Schneider@berkeleyca.gov

Please be aware that e-mail communication can be intercepted in transmission or misdirected. The information contained in this message may be privileged and confidential. If you are NOT the intended recipient, please notify the sender immediately with a copy to HIPAAPrivacy@berkeleyca.gov and destroy this message immediately.

Thank you for your time.

Jamie Works-Wright

Consumer Liaison & Mental Health Commission Secretary

City of Berkeley

2640 MLK Jr. Way
Berkeley, CA 94704
JWorks-Wright@berkeleyca.gov
Office: 510-981-7721 ext. 7721
Cell #: 510-423-8365



From: Gayle-Schneider, Sasha
Sent: Tuesday, September 19, 2023 9:52 AM
To: Works-Wright, Jamie <JWorks-Wright@berkeleyca.gov>
Subject: Following up

Hi Jamie,

I've attached a little blurb about Care First Jails Last to pass along to BMH Commission members. Would you mind sharing the calendar invitation for the next meeting so it's reserved on my calendar?

Thanks so much,
Sasha

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Monday, September 18, 2023 3:42 PM
To: Works-Wright, Jamie
Subject: FW: 2024 City Council Schedule
Attachments: COB Religious-Cultural Holidays 2024.pdf; 2024 CITY COUNCIL MEETING SCHEDULE.docx

Internal

Thank you for your time.

Jamie Works-Wright

Consumer Liaison & Mental Health Commission Secretary
City of Berkeley
2640 MLK Jr. Way
Berkeley, CA 94704
JWorks-Wright@berkeleyca.gov
Office: 510-981-7721 ext. 7721
Cell #: 510-423-8365



From: Numainville, Mark L.
Sent: Wednesday, September 13, 2023 5:25 PM
To: Numainville, Mark L. <MNumainville@berkeleyca.gov>
Subject: 2024 City Council Schedule

Internal

All,

The City Council adopted the 2024 meeting schedule last night.

The 2024 council schedule and the 2024 religious and cultural holiday list are both attached.

Mark Numainville, City Clerk
City of Berkeley
2180 Milvia Street, 1st Floor
Berkeley, CA 94704

(510) 981-6909 direct
mnumainville@berkeleyca.gov



City Policy Regarding the Scheduling of City Meetings on All Significant Religious Holidays

Pursuant to Resolution No. 70,066-N.S., it is the policy of the City to avoid scheduling meetings of City Legislative Bodies (City Council, Policy Committees, Commissions, Task Forces) on religious holidays that incorporate significant work restrictions. City legislative bodies must avoid scheduling meetings on the religious holidays listed below.

Religion	Holiday	2024 Date(s)
Shinto	New Year	1/1/2024 thru 1/3/2024
Hindu	Makar Sankranti	1/14/2024
Cultural	Chinese New Year (Eve, Day, Lantern Festival)	2/9, 2/10, 2/24
Islam	Ramadan (Eve & First Night)	3/10/2024 thru 3/11/2024
Jewish*	Purim	3/23/2024 thru 3/24/2024
Hindu	Holi	3/25/2024
Christian	Good Friday	3/29/2024
Christian	Easter Sunday	3/31/2024
Islam	Eid al-Fitr	4/9/2024 thru 4/12/2024
Jewish	Passover (Nights 1, 2, 7, 8)	4/22 - 4/24 & 4/29 - 4/30
Jewish*	Yom HaShoah	5/5/2024 thru 5/6/2024
Buddhist	Vesak	5/23/2024
Jewish	Shavuot	6/11/2024 thru 6/13/2024
Islam	Eid al-Adha	6/15/2024 thru 6/19/2024
Jewish*	Tish'a B'Av	8/12/2024 thru 8/13/2024
Shinto	Obon Ceremony	8/13/2024 thru 8/15/2024
Jewish	Rosh Hashanah	10/2/2024 thru 10/4/2024
Jewish	Yom Kippur	10/11/2024 thru 10/12/2024
Hindu	Dussehra	10/12/2024
Jewish	Sukkot (1st Day)	10/16 - 10/18 & 10/23
Jewish	Shmini Atzeret/ Simchat Torah	10/23/2024 thru 10/25/2024
Hindu	Diwali	10/31/2024
Baha'i Faith	Birth of Bab	11/1/2024 thru 11/2/2024
Baha'i Faith	Birth of Baja'u'llah	11/2/2024 thru 11/3/2024
Christian	Christmas	12/25/2024
Jewish	Chanukah (1st night)	12/25/2024
Cultural	Kwanzaa	12/26/2024 thru 1/1/2025
Jewish	Shabbat (Friday sunset to Saturday sunset)	Weekly

* No work restriction, but avoid scheduling meetings if possible

City Clerk Department 2024 Council Calendar

(Subject to change. For the latest information, please contact the City Clerk Department, 510-981-6900.)

Date	Time
January	
Winter Recess (Dec. 13, 2023 – Jan. 15, 2024)	
Jan 16	6:00 p.m.
Jan 30	6:00 p.m.
February	
Feb 13	6:00 p.m.
Feb 27	6:00 p.m.
March	
Mar 5	6:00 p.m.
Mar 19	6:00 p.m.
April	
Spring Recess (March 20 – April 15, 2024)	
April 16	6:00 p.m.
May	
May 7	6:00 p.m.
May 14	6:00 p.m.
May 21	6:00 p.m.
June	
June 4	6:00 p.m.
June 25	6:00 p.m.
July	
July 9	6:00 p.m.
July 23	6:00 p.m.
July 30	6:00 p.m.
Summer Recess (July 31 – Sept. 9, 2024)	
September	
Sept 10	6:00 p.m.
Sept 24	6:00 p.m.
October	
Oct 1	6:00 p.m.
Oct 15	6:00 p.m.
Oct 29	6:00 p.m.
November	
Nov 12	6:00 p.m.
Nov 19	6:00 p.m.
December	
Dec 3	6:00 p.m.
Dec 10	6:00 p.m.
Winter Recess (Dec. 11, 2024 – Jan. 14, 2025)	