



REQUEST FOR QUALIFICATIONS
Non-Police Community Crisis Intervention Response Provider
for Low Level 911 Calls – a Pilot Initiative

Response Due Date:
Wednesday, April 6, 2022 at 4PM

Office of the City Manager
200 "H" Street
Antioch, CA 94531-5007
(925) 779-7011

INTRODUCTION

The City of Antioch seeks to serve community needs by establishing an alternative response to non-violent, non-life-threatening 911 calls. Under the leadership of the Antioch City Council, the City Manager's Office is pursuing the establishment of a 24-hour community crisis intervention response model for Antioch residents in the form of a pilot initiative. The model is inspired by the City Council's commitment to police reform and the re-imagining of law enforcement. The approach focuses on advancing innovation and best practices, placing high value on documentation and lessons learned to support future adaptations of the community response model.

The City contracted with Urban Strategies Council (USC) of Oakland, CA in 2021 to develop a program model and pilot initiative for a non-police response to low-level 911 calls serving Antioch residents. Through the consultant arrangement, the City engaged Antioch residents and community stakeholders in a community survey, focus groups and direct interviews to better understand their experiences with the 911 system and aspirations for new response strategies. USC also worked with the Antioch Police Department (APD) to complete a data needs analysis to both inform the program design and structure the effort for future evaluation of impacts and improvement.

The working name of the proposed program is the Antioch Care Team (ACT). The desired impacts of ACT are to:

- Improve the City's response to behavioral health, quality of life and lower acuity medical calls traditionally responded to by police and fire personnel.
- Address non-life threatening medical-related issues in a pre-hospital care setting.
- Build community trust and relationships by connecting Antioch residents to services and supports if they want them.
- Reduce unintended consequences, trauma, injury and arrests associated with sworn personnel's response to low level 911 calls in the City of Antioch.

The opportunity presented by ACT is to provide community-focused, trauma-informed and healing-centered call responses by well-trained non-police personnel who can increase impacted individuals' access and connection to timely, appropriate and safe community-based services and resources. Everyone in Antioch stands to benefit from the ACT program, especially residents at the center of the service call. Residents get a safer response, and law enforcement is allowed to focus on major crimes, emergency response and investigative efforts.

The City of Antioch seeks to retain the services of a qualified organization with capabilities that include providing alternative response services, as well as reliable data collection and consistent reporting practices. Tasks to be performed as part of the contract have the potential to cover a range of service deliverables. The successful contracted organization will immerse itself in the principles of the program design and partner in earnest with residents, the City, County and community based service providers, as well as advocates to deliver a mobile, 24 hour service model.

The deadline for submission of qualifications for this work is 4PM, Wednesday, April 6, 2022. A Schedule of Events is included on page 8 of this Request for Qualifications (RFQ).

The contract intended to be awarded pursuant to this RFQ may be funded, in whole or in part, with Coronavirus Local Fiscal Recovery Funds made available to the City through the American Rescue Plan. In submitting a proposal, respondents shall comply with all federal requirements set forth in this RFQ. The successful contractor will be required to comply with all federal funding requirements set forth in Exhibit C to the City's sample agreement, attached to this RFQ as Attachment B.

GENERAL SCOPE OF WORK

The core feature of the ACT pilot is the availability and active deployment of well-trained teams to deliver crisis intervention response services. Although the teams do not include a clinician responding to emergency calls, the model relies on clinical coordination for protocol development, collaboration with Contra Costa County Health Services and referral agencies, staff support for responder teams, warm handoffs to services, appropriate clinical intervention, and follow-up when appropriate.

Teams shall respond to a broad range of low-level calls and situations without police or other EMS personnel 24 hours per day, 7 days per week citywide. The ACT response focuses on de-escalation, mitigation and prevention of escalation or repeated emergency situations and connecting residents to appropriate services/supports. All resident interactions are voluntary and residents help to formulate and agree to any outcome.

The minimum formal requirement for field staff is the presence of a certified Basic Emergency Medical Technician (EMT) and extensive safety and intervention training to assess and respond to a variety of situations, including the use of intuition and the exercise of decision-making autonomy. High value is placed on team members with lived experience with situations of poverty, violence and mental health challenges.

ACT members will work within established protocols for call types and carry APD issued radios to communicate with the City's dispatch center. In an emergency, community responders can request assistance if needed but otherwise will seek to address needs absent the physical presence of law enforcement.

To build ACT trust, awareness and value in the community, commitment to consistent outreach is essential on a number of levels. The successful implementation of Antioch's community crisis intervention model requires ongoing communication, coordination, and engagement with a range of stakeholders. In addition to appropriate field supervision for mobile teams, the successful provider will recognize the importance of case management and network development, as well as data collection and evaluation into the program approach.

Offering and providing transportation to a safe location is often a key factor in resolving or de-escalating a crisis situation. Transportation is also essential to ensuring that a resident accesses a resource or referral with a warm handoff.

REQUIRED SERVICES

The selected contractor shall be required to:

- Provide sufficient ACT staffing to cover 24/7 operations citywide, including a system for back up staffing in the event of illness and vacation.
- Develop and support a training plan that ensures all ACT members have sufficient baseline and ongoing training in key skill areas related to their staff function, including required certifications.
- Provide regular trauma-informed supervision, debriefing and support for all ACT members.
- Facilitate a crisis assessment that includes medical, behavioral health and other basic life needs such as shelter, food and clothing.
- Utilize trauma-informed crisis intervention, de-escalation and harm reduction techniques to stabilize crisis situations.
- Provide basic life support level of care such as CPR, first aid and wound management as needed.

- Determine the best disposition option for the person in crisis (for example, stabilization on site, referrals to a community based organization, psychiatric emergency services, a crisis stabilization unit, sobering center, emergency department or other voluntary dispositions such as self- identified safe places).
- Provide transport for the person to the determined disposition option.
- Identify and provide information and referrals for community resources as needed for the person in crisis and for their family or other members of their support system who may be present at the time of crisis.
- Facilitate at least one follow up contact to ensure resolution of crisis, to provide a welfare check, additional community resources and referrals for services as needed.
- Develop collaborative relationships, including the clear designation of staff who will meet with key governmental partners such as Antioch Police Department, Contra Costa Fire Protection District and Contra Costa Health Services.
- Build a positive and collaborative presence throughout the Antioch community and its neighborhoods served by ACT.
- Provide monthly reports to the City of Antioch and other stakeholders as requested to track progress and allow for continuous quality improvement.
- Participate in regularly scheduled ACT coordination meetings to ensure communication across stakeholder groups, review data and address unforeseen issues promptly.
- Participate in community and stakeholder meetings as requested by the City of Antioch.
- Participate in all required data collection activities to support the ACT pilot evaluation and to inform potential shifts in implementation strategies.

Items of work to be included under the contract anticipated to be awarded pursuant to this RFQ will be negotiated with the successful respondent. In some cases, the City may elect to assign only specific portions of a proposal, or in other cases, the entire program to the selected contractor, including auxiliary associated work.

The work shall comply with all current local ordinances, Federal and State laws.

PROPOSED STAFFING STRUCTURE

Core Personnel	<p>Program Manager (1 FTE): One full time Program Manager with a minimum of 3 years of experience managing similar projects to provide administrative oversight for the full ACT pilot, including all programmatic and fiscal elements. A Bachelor's degree is required.</p> <p>Community Response Specialist (5.5 FTE) – 5 full time positions and 1 part time position to provide onsite crisis assessment, de-escalation and conflict mediation, and transport to identified disposition. A valid CA Driver's License is required and at least 1 year of personal or professional experience in the fields of crisis resolution, community outreach, criminal justice, mental health, substance abuse, violence interruption or harm reduction is preferred. Encouraged to be a credible messenger and peer-professional with personal connections to the communities served by ACT.</p> <p>Emergency Medical Technician (5.5 FTE) - – 5 full time positions and 1 part time position to provide medical assessments, basic life support level of care</p>
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	and transport to identified disposition. Must hold current EMT and CPR certifications and possess a valid CA Driver's License. At least 1 year of experience in an emergency care setting is preferred.
Support Personnel	<p>Case Manager/Network Developer (1 FTE) – 1 full time position to provide back up crisis assessment and support and to provide linkages to community services and routine follow up wellness checks. At least 2 years of professional experience in crisis management, community outreach, harm reduction or case management and a Bachelor's degree in counseling, psychology, social work or other related field are required. Strongly encouraged to be a peer-professional with deep roots and connections to community resources and community members served by ACT.</p> <p>Clinical Coordinator (.5 FTE) – 1 part time Clinical Coordinator with an advanced degree in counseling, psychology, social work or other related field such as a MSW, MFT, PhD or PsyD is required. A minimum of 2 years of experience providing trauma-informed clinical consultations for clients, including assessment and diagnosis and clinical staff supervision, preferably with vulnerable populations such as people who are homeless, living in poverty or criminal justice involved is required. A licensed clinician is preferred.</p> <p>Data Analyst (1 FTE) – 1 full time Data Analyst with a Bachelor's degree in statistics, public administration or a related field is required and a minimum of 2 years of experience in research principles and practices is highly preferred.</p>

MINIMUM QUALIFICATIONS

1. Evidence of organizational commitment to populations impacted by violence, poverty, racism and/or mental illness
2. Direct program service experience with individuals or groups impacted by violence, poverty, racism and/or mental illness
3. Experience working with networks of service providers
4. Experience conducting community outreach and engagement activities for new program startup
5. Ability to staff an office in the City of Antioch and maintain a physical presence within the City throughout the pilot initiative
6. Demonstrated data collection and evaluation capacity

SUBMITTAL REQUIREMENTS

Please include the following information in the proposal submittal:

- Cover Letter and Introduction – Include a signed letter by an individual authorized to negotiate on behalf of the organization and to bind the organization to commencement of work within a term of 60 days or less from the date of submittal to the City. Provide a program description conveying an understanding of the issues and how the organization meets the minimum qualifications. Include a

summary paragraph of the overall proposed approach, including how this program aligns with your organization's values and capacity.

- **Staffing Model for Program Management, Community Response Team and Other Support Personnel** – Provide an organizational chart with identified positions. Detail key individuals to be assigned to the program, their qualifications and respective roles. Describe your strategies for staff recruitment, retention and support. Include resumes of key individuals that would perform services under this contract with descriptions of education, experience, certifications, licensure and any professional designations. If applying in collaboration with other organizations, describe the roles and responsibilities of the collaborating organization and staffing model of each collaborating organization. If subcontractors will be used in addition to a lead organization, the subcontracted positions and duties shall be clearly identified and the resumes of proposed staff provided.
- **Proposed Approach and Work Plan** – Describe how the organization would deliver the requested services in terms of the scope of work, the staffing model, staff training & development, clinical oversight and consultation, office space, community outreach, prevention planning, integration with Antioch Police Department (APD), data collection and evaluation planning, service provider network development, knowledge building capacity, start up arrangements and referrals of APD calls.
- **Related Experience and References** - Provide a list of 3-5 references, including the scope of work performed and contact information. Place emphasis on projects and services delivered to cities and communities.
- **Availability** – Identify the window of time indicating availability to start the program. The selected organization will be required to enter into a written contract with the City of Antioch in a form approved by the City Attorney. It is expected that work will commence upon award of contract.
- **City's Services Contract** – Identify any sections of the City's sample agreement (Attachment B) that pose significant concerns and would require negotiation/modification in order to be acceptable.
- **Fee Schedule and Estimated Budget** – Provide a schedule of fees for services, including current dollar/hour billing rates and an estimated budget for proposed services. The fee schedule will be reviewed to determine if the proposed fees and costs are fair and reasonable.
- **Non-Debarment Certification**- Provide the executed non-debarment certification in the form attached to this RFQ.

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

Respondents will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
5. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Evidence of compliance with the foregoing affirmative steps shall be provided when requested by the City.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

Submittal of a letter of intent to apply is respectfully requested by **4PM on Friday, March 18, 2022** to assist the City with planning and logistics. Non submittal shall not disqualify any organization from consideration.

Attendance at the Bidders' Conference to be held virtually on March 15, 2022 at 1PM is mandatory.

Register in advance for this meeting at:

<https://us02web.zoom.us/meeting/register/tZcvce2trj0rGNQc3Kg5DcDENOXZbDQzPqtP>

After registering, a confirmation email containing information about joining the meeting will follow.

Formal proposals in response to the RFQ, in addition to the organization's rate schedule and proposed budget are due by no later than **4PM on Wednesday, April 6, 2022.**

All correspondence shall be transmitted electronically to the attention of Rosanna Bayon Moore, Assistant City Manager, at rosannabmoore@antiochca.gov. The letter of interest and proposal shall be submitted as an Adobe Acrobat PDF file. The rate schedule and proposed budget shall be submitted as MS Excel files. PDF content should be presented in Arial 12 point font with 1.5 inch line spacing and should not exceed 15 pages in length. When emailing, please identify "Antioch Care Team RFQ" in the subject line.

Respondents are solely responsible for any costs and expenses arising out of or related to their participation in this RFQ process.

QUESTIONS

Questions can be emailed to the attention of Rosanna Bayon Moore, Assistant City Manager, at rosannabmoore@antiochca.gov until **4PM on Friday, March 18, 2022**. Responses will be prepared and posted on the City's webpage by no later than **March 25, 2022.**

EVALUATION OF PROPOSALS

Written proposals will be reviewed and ranked based on the evaluation criteria referenced in Attachment C. The City reserves the right to interview all organizations or only those which are top ranked and short listed. Scores associated with written proposals and interviews will be equally weighted and evaluated along identical bases.

The City may, in its sole discretion, conduct negotiations with respondents and request best and final offers.

BASIS OF AWARD

The City intends to award a contract to the responsive and responsible respondent whose proposal is determined to be the best overall value to the City based on the evaluation criteria outlined herein. After a

respondent is selected, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by the City Council.

SCHEDULE OF EVENTS

Mandatory Bidders' Conference	March 15, 2022 at 1PM
Letter of Intent to Apply Deadline	March 18, 2022 at 4PM
Bidders' Questions	March 18, 2022 at 4PM
Response to Bidders' Questions	March 25, 2022 at 5PM
Proposal, Rate Schedule & Budget Deadline	April 6, 2022 at 4PM in electronic form
*Interviews	April 21-22, 2022
Contract Negotiations	May 2022
Contract Award	**June 14, 2022

* The City may, at its discretion, request interviews from one or more respondents. No respondent shall be entitled to or otherwise guaranteed an interview with the City.

**tentative

CITY RIGHTS

The City may investigate the qualifications of any respondent under consideration, require confirmation of information furnished by a respondent, and require additional evidence of qualifications to perform the Scope of Work described in this RFQ. The City reserves the right to:

1. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or this RFQ process;
2. For any reason, withdraw, amend or cancel this RFQ, or any part hereof at any time without prior notice and the City makes no representations that any contract will be awarded pursuant to this RFQ.
3. Postpone opening of proposals for its own convenience;
4. Release the proposals received as public information, upon request after award (submitted proposals are not to be copyrighted);
5. Appoint an evaluation committee to review proposals;
6. Approve or disapprove the use of particular subcontractors;
7. Establish a short list of respondents eligible for interview after review of written proposals;
8. Negotiate with any, all or none of the respondents.

PROTESTS

In order to be considered, a protest must satisfy the following requirements:

Protests based on the content of this RFQ shall be submitted to Rosanna Bayon Moore, Assistant City Manager, at the e-mail address specified above, no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest.

Any respondent protesting the recommended award on any ground not based upon the content of the RFQ must file a protest with the City within five (5) calendar days after the issuance of a notice of recommendation for award. Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a protest of this procurement. Failure to comply with these protest procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

ATTACHMENTS

- A: Antioch Care Team Program Development Report Prepared by Urban Strategies Council, November 2021
- B: Evaluation Criteria
- C: City of Antioch Sample Agreement
- D: Non-Debarment and Suspension Certificate

ATTACHMENT A
ANTIOCH CARE TEAM PROGRAM DEVELOPMENT REPORT
PREPARED BY URBAN STRATEGIES COUNCIL, NOVEMBER 2021

ANTIOCH CARE TEAM (ACT) Program Development Report



November 2021

Prepared by



Urban Strategies Council is a social impact organization that uses research, policy, innovation, and collaboration to achieve equity and social justice. The Council's mission is to eliminate persistent poverty by working with partners to transform low-income neighborhoods into vibrant, healthy communities.

Urban Strategies Council

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<https://urbanstrategies.org>

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ACKNOWLEDGMENTS

First and foremost, thank you to Antioch's residents, political leadership, City government staff leadership, and community leaders. Their commitment to public safety innovation in Antioch envisions a caring and violence-free city that advances community wellness, high quality and trust in government services, and support for all residents in need. The idea for this program design project emerged from the Antioch City Manager's office, and a special thanks to City Manager Ron Bernal, Assistant City Manager Rosanna Bayon Moore, and Interim Police Chief Anthony Morefield for the guidance and feedback they provided.

Over 500 Antioch residents completed community surveys and 30 Antioch residents participated in project design focus groups sharing their experiences with the current 911 response system. Unfortunately, this report doesn't provide full justice narrating (in-detail) their lived experiences and impacts from a system/practice that too many times causes harm to individuals, places undue stress on police, and doesn't solve the root causes of the situations requiring intervention. We thank all of these residents for their thoughtful insights and wisdom, and willingness to share their aspirations and ideas for a new response initiative.

Community-based leaders consulted for the program design included: Elizabeth Artolo (REACH Project), Solomon Belette (East Contra Costa Community Alliance), Jo Bruno, (Delta Peers), Ali Cannon (Rainbow Community Services), Chris Celio (The Home Center), Janet Costa (SPIRIT), Braunz Courtney (HEPPAC – Casa Segura), Gigi Crowder (NAMI), Karen Flores (Most Holy Rosary Catholic Church), Alissa Friedman (Opportunity Junction), Tom Fulton (Northern California Family Center), Nichole Gardner (Facing Homelessness in Antioch), Teri House (Antioch Housing Consultant), Hanna Kelley (Healthcare 4 Homeless), Susun Kim (Family Justice Center), Mickie Marchetti (REACH Project), Maria Morales (Beat the Streets), Michael Pitts (HealthRIGHT 360), and Michelle Stewart (Rubicon Programs).

Antioch and Contra Costa government leaders interviewed for the program design included: Tammany Brooks (former APD Chief), Gwen Daugett (CCBHS), Michael Fisher (CORE), Senai Kidane, MD, (CCEMS), Stacey Malsom and all the dispatchers (APD Dispatch), Anthony Morefield (APD Interim Chief), Officers Hulleman & Lenderman (APD Community Engagement Team), Lori Ogorchok (Antioch City Councilmember), Chad Pierce, MD (CCBHS), Michael Raney (APD), Lisa Reinke (APD), Jenny Robbins (CORE), Tom Tamura (CC Crisis Center), Suzanne Tavano, MD (CCBHS Director), Lamar Thorpe (Antioch Mayor), Tamisha Torres-Walker (Antioch City Councilmember), Matt White (CCHS, Business Intelligence), and Monica Wilson (Antioch Mayor Pro Tem).

David A. Harris, Anne Janks, Charles Eddy and Rania Ahmed were the authors for this report. Urban Strategies Council Research Director Rania Ahmed led the quantitative research for this project and authored the Data Needs Analysis report. Student interns from Antioch Deer Valley and Dozier-Libbey Medical High Schools assisted with surveying Antioch residents. The students were: Lily Bastedo, Kalaia Gonzales, Ruth Jaquez, Sariyah McDowell, Elisa Mejia, Damon Minor, Sara Morales, and A'nyja Morton.

David A. Harris

President and CEO

Urban Strategies Council

A handwritten signature in black ink, appearing to read "David A. Harris". The signature is fluid and cursive, with the first name "David" being more prominent and the last name "Harris" following in a similar style.

I. EXECUTIVE SUMMARY

A national movement for police reform has swept through America. Cities across the country, including the City of Antioch (CA), are working to advance innovation and best practices in local law enforcement and public safety services. Specifically, in non-violent, non-health (life-threatening) response situations where a gun and badge isn't needed or helpful, both the individuals involved, and the police are better served by alternative non-police responses. In March 2021, the Antioch City Council took action directing the City Manager to begin establishment of a 24-hour health-crisis response model program for Antioch residents.

From 2018 to 2020, the Antioch Police Department (APD) received approximately 90,000 911 calls for service per year. In 2020, 4,142 of the total calls were either for homelessness-related or mental health/drug-related issues. Of these calls, approximately 1,373 were categorized as potentially low-level calls. There is a growing movement in policing to redirect these calls to a non-police response. The number of low-level calls appropriate for an alternative (non-police) response are likely greater than 1,373. APD responded to all of these low-level calls, regardless of their threat level.

The Antioch City Manager's office contracted with the Urban Strategies Council (the Council) to develop a program model and pilot initiative for a non-police response to low-level 911 calls serving Antioch residents. The Council engaged Antioch residents and community stakeholders in a community survey, focus groups and direct interviews to better understand their experiences with the 911 system and aspirations for new response strategies. The Council also worked with the Antioch Police Department (APD) to complete a data needs analysis to inform the program design.

The working name of the proposed program is the: **Antioch Care Team (ACT)**. The desired impacts of ACT are to: reduce non-warrant arrests that result during a 911 response; reduce the number of individuals transported to the emergency department for non-life threatening medical-related issues that could instead be addressed in a pre-hospital care setting; and reduce the number of behavioral health and lower acuity medical calls traditionally responded to by Police and Fire.

The opportunity for ACT is to provide community-focused, trauma-informed and healing-centered call responses by well-trained non-police personnel who can increase impacted individuals' access and connection to timely, appropriate and safe community-based services and resources. Everyone in Antioch stands to benefit from the ACT program – especially residents at the center of the service call and the police. Residents get a safer response, and police get to focus on major crimes, emergency response and investigation (their core public safety responsibilities).

The basic service of the ACT pilot is the deployment of well-trained teams that respond to a broad range of low-level calls and situations without police or other EMS personnel. At the center of the team are ACT core response staff consisting of a Community Response Specialist and Emergency Medical Technician. The ACT staff also includes a Project Director and small support staff. The pilot program projects a total of 14.5 FTE positions required for a 24/7 citywide pilot implementation.

For the pilot program, APD Dispatch will refer calls from priority levels 4 & 5 to the ACT unit, with some priority level 3 calls (based on developed protocols and the dispatcher's discretion). Initially, ACT will respond to dispatch-referred calls initiated through the 911 system. A sample of the call situations that ACT may respond to includes:

- Person drunk in public
- Panhandling/Aggressive Panhandling
- Disorderly juveniles - group
- Auto Disturbance - noise, revving engine
- Loud music - Noise complaint
- Incorrigible juvenile
- Confused/senile person
- Family dispute
- Incomplete 911 call
- Public urination/indecent exposure (without criminal intent)
- Wellness check
- Subject down (typically a resident asleep in public)
- Trespasser/unwanted person
- Found syringe
- Person screaming
- Person needing referral to services w/o access to phone
- People sleeping in vehicles and/or camping in public spaces

ACT's operational requirements include: a small office space (staff will largely operate in a mobile unit), access to APD's radio dispatch system, specially designed protocols for ACT service call referrals and follow up, necessary first-aid supplies, a strong data monitoring and evaluation system, referral agreements with community-based service providers, ongoing staff training and call reviews, ongoing communication with and feedback from APD officers, and a pro-active and transparent community outreach and engagement effort.

Four phases are identified for program implementation. They include initial periods for vendor selection (phase 1), and startup planning (including staff hiring/training) (phase 2). Pilot program rollout is projected for June/July 2022 (phase 3) and full startup by 10/22 (phase 4). The ACT pilot should run for a minimum of one-year, and possibly two. The approximate annual pilot program costs are \$1.8 to \$2.2 million.

II. PROJECT BACKGROUND/COMMUNITY NEED

The need to develop alternative non-police responses to non-violent, non-life-threatening 911 calls is a critical law enforcement policy issue facing local governments and community residents. The May 2020 murder of George Floyd ignited the largest mass protest movement in U.S. history, opening policy windows across the country for reforms/reinventions of policing systems, policies and practices. In Antioch CA, local leaders and residents identified the need for alternative non-police responses for low-level 911 calls. In March 2021, the Antioch City Council took action directing the City Manager to begin establishment of a 24-hour health-crisis response model program for Antioch residents.

In non-violent, non-health response situations where a gun and badge isn't needed or helpful, both the individuals involved, and the police are better served by alternative non-police response personnel. The greatest unintended consequences of armed police responses to low-level calls are trauma, injury and death to the individual(s) 'being responded to. Additionally, inefficient deployment of police resources results in other negative unintended consequences. Police are increasingly being requested to connect unhoused individuals to short- and long-term support services, respond to 911 calls for people experiencing mental health crises, respond to 911 calls from those in the midst of domestic disturbances and/or community-member/neighbor conflict situations, and working with young people who may be in danger of getting swept up as trafficking victims or into the criminal justice system.

In many cases, officers do not have the time and training to address situations with underlying complex socio-economic problems, nor adequate access to community resources. This results in a delayed focus on serious criminal response, investigation and priority safety issues; poor officer morale/increased officer stress; increased overtime expenses; and arrests of individuals where a non-carceral outcome is warranted.

Arrests have long-term impact through exposure to the criminal justice system. Police responding to mental health emergencies is stigmatizing, suggesting a crime rather than a health emergency. In some situations, non-criminal/non-violent calls can be escalated by the mere presence of armed officers. Police use of physical force to manage situations or ensure compliance with orders, result in trauma and damaged community relations. Even if a situation is handled perfectly, the long-standing distrust of police by many heavily-policed communities limit many residents' willingness to call for police assistance or engage with police on scene. Data from national research of police departments from across the country shows that there is a greater likelihood that a police officer will use force on Black, Indigenous, disabled, unhoused and people of

color. When residents distrust police, they are less likely to call for help and more likely to distrust policing efforts to investigate crimes or strengthen community policing.

Trust and relationship issues exist between most municipal governments and communities that have been historically over-policed and under-resourced. The history of California's War on Drugs and mass incarceration policies have long been an issue in the relationship between local police departments and many urban areas in California. In that respect, Antioch is similar to most of California's cities.

Recognizing these impacts, the Antioch City Council and City Manager's Office, Contra Costa County, and various community-based, civic and health organizations began to consider new ways for emergency call responses. Antioch began exploring the development of a local non-police response system and Contra Costa County residents approved a special levy – Measure X – to develop an alternative emergency response system for mental health emergencies. The actions taken in Antioch and Contra Costa County reflected the national awareness of the need to develop alternative response programs for low-level 911 calls.

Following up the City Council's March 2021 policy order, in August 2021, the Antioch City Manager contracted with the Urban Strategies Council to develop a pilot alternative response program. The working name of this pilot is: Antioch Care Team (ACT).

III. ANTIOCH CARE TEAM (ACT) PILOT PROGRAM ESSENTIAL COMPONENTS

Background

The primary goal of the proposed Antioch Care Team (ACT) pilot program is to provide a non-police alternative response to low-level emergency situations with well-trained community members that de-escalate and find solutions (centered on the resident's needs and connecting residents to appropriate services). The secondary goal of ACT is to enable Antioch Police Department (APD) officers to focus on more serious calls, crimes, and investigations. The ACT program is independent of the APD and designed to be implemented by an independent non-profit agency (vendor).

While the structure of the ACT program addresses immediate non-violent/low-level emergency responses, there are long-term planning issues that must be acknowledged at the beginning of program startup. These include resolving and integrating the program with current and future county mental health and homeless responses and determining how to best respond to calls currently responded to by county fire and EMS. The goal of the initial effort is to give the space to build relationships with the

community, police, county, and a referral network in a discrete pilot initiative. The pilot initiative also provides opportunities for program innovation, nimbleness in testing, knowledge-building, and continuous improvement.

A non-police responder program in Antioch, developed in collaboration with community stakeholders and responsive to the needs and experiences of residents, with appropriate representation of impacted residents, training, and access to resources and referrals will benefit everyone. A community-based, client-centered, trauma-informed response that promotes clients' dignity, autonomy, self-determination, and resiliency will result in:

- reduction of police interactions with vulnerable populations.
- faster responses to lower priority calls, enabling mitigation and de-escalation of situations.
- lower cost response to non-criminal, non-violent emergency calls.
- APD and CCCFD first responders freed up to respond to higher-priority calls.
- a more appropriate response which connects residents with services to address 'root causes' of the emergency issue.
- transport to services - removing a frequent barrier to services.
- uncoupling medical crisis from unnecessary police contact
- decriminalization of mental illness, alcoholism and addiction.
- qualified and appropriate response for service providers, and families and residents with mental health challenges.
- improved police/community relationships by reducing negative interactions.
- people impacted by the emergency response system gaining control of their social, emotional, and physical well-being through direct service, education, and increased access to community assets and resources.

ACT will utilize best practices for harm reduction, street outreach, trauma-informed care, and culturally competent care and ensure that the planning, implementation, and ongoing assessment of the program reflects the unique needs and experiences of Antioch's diverse communities. The 32-year program community-based public health response in Eugene Oregon, Crisis Assistance Helping Out On The Streets (CAHOOTS) foundational principles are a strong starting point for ACT program replication:

- All services are free and voluntary.
- We rely on effective communication, trauma-informed care, harm reduction, and verbal de-escalation to maintain the safety of our staff and the community.
- We seek the most minimal intervention.

- It is our goal to remain client-centered, and to strive to provide all folks with unconditional positive regard, free of judgment or discrimination.
- We respect a client's right to privacy, dignity & confidentiality.

The core component of the ACT pilot is well-trained teams that respond to a broad range of low-level calls and situations without police or other EMS personnel. The ACT response focuses on de-escalation, mitigation and prevention of escalation or repeated emergency situations, and connecting residents to appropriate services/supports. Also, often offering transportation to a safe location is a key factor in resolving or de-escalating a crisis situation. Transportation is also essential to ensuring that a resident accesses a resource or referral and to a warm and successful handoff.

Although the teams do not include a clinician responding to emergency calls, the model relies on clinical coordination in developing the protocols, collaborating with the county and referral agencies, supporting the responder teams, and ensuring warm handoffs to services, appropriate clinical intervention, and follow-up when appropriate.

Some initiatives (similar to ACT) narrowly target specific types of calls, such as identified mental health calls or situations involving unhoused residents. This unnecessarily restricts addressing the types of situations that do not require police and undercounts the calls that should fall under the criteria.

The DNA captured mental health/drug and homelessness-related calls as examples because they are accessible subsets of low-level calls. However, the range of low-level calls is more than those for mental health/drug use and homelessness-related issues. APD maintains 132 closing class categories to define the types of calls (list of categories is in the DNA report appendix – Appendix 1).

A sample of the call situations that ACT may respond to includes:

Person drunk in public
 Panhandling/Aggressive Panhandling
 Disorderly juveniles - group
 Auto Disturbance - noise, revving engine
 Loud music - Noise complaint
 Incurable juvenile
 Confused/senile person
 Family dispute
 Incomplete 911 call
 Public urination/indecent exposure (without criminal intent)
 Wellness check
 Subject down (typically a resident asleep in public)
 Trespasser/unwanted person
 Found syringe

Person screaming

Person needing referral to services w/o access to phone

People sleeping in vehicles and/or camping in public spaces

Many alternative response programs target situations that would otherwise be dispatched to either police, fire, or EMS. Because of the separation of emergency response between Antioch and Contra Costa County, this report proposes a program that focuses on calls normally responded to by the city, while still developing and maintaining integration with current and developing county resources.

The following requirements are essential to ensuring the safety of the teams and community:

- APD dispatch assesses the risks of each call with a series of questions and by reviewing the history of the caller and location.
- The ACT responders must have extensive safety training in assessing and responding to a broad variety of situations.
- The teams will carry radios to communicate with dispatch; in an emergency, they can request assistance if necessary. As programs across the country have begun implementation, initial data indicate that alternative response teams call for police to come to the scene very infrequently and typically for a non-emergency role (traffic control, relinquishing a gun, resident needs to report a crime, etc.).
- Teams are trained to use intuition and have decision-making autonomy.
- All resident interactions are voluntary. A component of ACT safety is that the community members understand that all interactions with the team are voluntary, and residents will help to formulate and agree to any outcome.
- Ongoing communication, coordination, and engagement with partners – police, fire, dispatch, referral network, and community (including integration with the county, advocacy, and service provider networks).
- Ongoing community outreach to build trust, familiarity, and interchange so that residents understand ACT, what to expect, and can offer feedback.

The pilot design supports innovation testing of new practices and the structured includes continuous assessment of types of calls, areas of success and failure, relationships with stakeholders, and impact on community. Data collection and call information are essential to evaluating and improving the program and ensuring support and follow-up for residents.

The following table summarizes the key components of the recommended ACT program model (discussed further in narrative):

Program Scope	24/7, Citywide
Core Personnel	Project Director (1 FTE) Community Response Specialist (5.5 FTE) Emergency Medical Technician (5.5 FTE)
Support Personnel	Case Manager/Network Developer (1 FTE) Data Analyst (1 FTE) Clinical Coordinator (.5 FTE)
Staff Development	Dispatch training, Call reviews, Project staff training.
Pilot Facilities	Team facility needs (1,000 – 2,000 sq. ft.)
Community Outreach/Engagement	Community Advisory Board, outreach/education activities, program public reporting, complaint/feedback mechanism
Prevention Planning	Follow-up protocols for frequent callers
APD Integration	Program introduction, roll call engagement, officer surveys
Evaluation Planning	Determination of program outcomes Program monitoring Continuous assessment Evaluation management
Program Budget	~\$1,805,000 (12 months)
Pilot Startup Phases/Timetable	Initial decisions – Program name/branding, planning team development, identifying procurement needs and compliance requirements. Phase 1 – RFP/RFQ (1-3/22) Phase 1a – Facilities & logistics planning, supplies procurement (3/22) Phase 2 – Protocols development, staffing and training, community outreach, public service marketing (4-5/22) Phase 3 – Pilot Program startup (6/22 – 9/22) Phase 4 – Pilot Program implementation (10/22 – 6/23)
APD Call Referrals	Priority level 4 & 5 call (immediate referral) Priority level 3 calls (based on protocols and dispatcher discretion) Call scenarios TBD – Separate response phone number

A. Core Personnel (Response team)

The ACT core response team will be a Program Manager (1 FTE), Community Response Specialist (5.5 FTE), and Emergency Medical Technician (EMT) (5.5 FTE). Core staffing levels are based on providing ACT services for 24 hours a day, 7 days a week during the pilot program implementation. Shift sizes and schedules will be determined during the program startup. Support personnel includes clinical coordination and other staff roles (identified in the next section). Staffing configurations are organized differently in other municipal alternative response demonstration programs. Differences exist based on staff education and credential requirements and team size.

ACT core personnel is similar to the CAHOOTS model in Eugene OR. CAHOOTS demonstrates (over 31 years) success in responding to emergency situations with non-clinical field staff, hiring people with experience delivering service in non-traditional environments; ability to engage diplomatically with partner agencies; and resiliency. As more programs are implemented, questions remain about the challenges of over-reliance on clinicians when responding to situations of lower acuity than identified serious mental health situations that require diagnosis, assessment, and long-term care planning.

A model that does not use licensed mental health professionals is less expensive and expands the pool of potential team members. Three years ago, some Bay Area programs were already reporting that they could not expand services despite available funding because of challenges in recruiting and retaining clinical staff. Using well-trained non-clinicians removes the recruitment and retention problem faced by programs with licensed clinicians. Given the demographics of the US clinical workforce, non-licensed responders will better reflect the communities they work in. ACT will be able to emphasize seeking staff with a deep understanding of impacted communities and lived experience.

A common concern is that unlicensed responders could increase a jurisdiction's potential liability. Antioch should seek legal counsel on this matter, however other jurisdictions have concluded that responders acting within their scope of practice do not increase liability.

Many programs find that basic emergency medical training on teams that respond to lower acuity situations than are responded to by Fire, EMS, or clinical mental health responders is helpful in supporting residents with less access to health care. Emergency Medical Technicians provide a valuable additional skill set while serving as integral team members.

All program staff, including both direct service and those in support roles, will follow all of California's mandated reporter requirements regarding known and suspected instances of child/elder abuse and neglect. Unique standards of care apply to responding to and treating children and adolescents under the age of 18. Additionally, all legal requirements and best practice standards for confidentiality and consent for treatment regarding children and their parents will apply to all program staff.

The program manager is a combined role who would be responsible for the day-to-day logistics, inter-departmental communication, data collection, recruiting and hiring, scheduling and supervising responder teams, record keeping, and coordinating training. This person should be familiar with the primary components of the program and effective and diplomatic in facilitating stakeholder communication and resident feedback. They may have additional duties in identifying and securing programmatic resources.

An EMT and a crisis worker with several years of experience with the required skills of serving the needs of a diverse community, de-escalation, and resident-centered problem-solving can staff ACT mobile units. These skills and experiences are increasingly sought-after in a tight job market, both because of the expansion of new efforts to address mental health and crisis response and because existing programs are recognizing the value and expanding jobs with these skills and backgrounds. For years, the people with these skills and experience were offered low salaries and turnover was high.

ACT members are a new type of responder. Although one position includes an EMT license, it is not a standard EMT job. The ACT EMT is a fully integrated ACT responder with an additional license. Public sector EMT jobs in the Bay Area average a starting salary at or below \$50,000. EMT jobs are undervalued and have high turnover. Recruiters often emphasize that the job is a stepping-stone to other health care jobs. A program that values a stable workforce must offer competitive salaries that demonstrate that it values the work.

Antioch pays APD Community Service Officers, a more administrative civilian paraprofessional job with comparable education requirements, \$58,860 - \$71,532. ACT members are performing more complex situations relying heavily on independent judgment. The complexity and emergent nature of decisions is closer to the dispatcher job at \$71,304 - \$86,676, with the addition of fieldwork. Oakland's MACRO wage scale is \$65,700 - \$80,000. As more Bay Area jurisdictions create similar programs, recruiting and retaining responders will be essential to a stable program with excellent candidates. Well-paid staff will be cost-effective with low turnover, recruitment of highly qualified

candidates, and a stable, dedicated, excellent workforce. USC recommends a starting salary range of \$60,000-\$70,000 for the Community Response Specialist and EMT.

ACT can recruit from community resources and programs, prioritizing team members with an understanding and knowledge of the communities which they serve. Supportive advocacy groups and service providers connected to local networks of qualified people will help with recruitment. USC recommends ensuring that job requirements do not narrow the pool of applicants unnecessarily. ACT can expand the pool of experienced applicants by addressing potential barriers to employing otherwise qualified people. Although there is a federal requirement that anyone using a police radio undergoes a lower-level, case-by-case background check, it typically does not preclude hiring formerly incarcerated residents who are otherwise qualified.

B. Support Personnel (Case Management/Network Development, Data Analyst, Clinical Coordination)

ACT support staff include a Coordinating Clinician (.5 FTE), Case Manager/Network Developer (1 FTE), and Data Analyst (1 FTE).

Clinical coordination is integral to the ACT model. The clinical role will develop, monitor and evaluate protocols for calls and referrals. There are complex but manageable, multi-tiered considerations in determining appropriate referrals and resources - from health care coverage, if the resident is already receiving county services, obstacles to service access, and managing different constituencies with unique needs, requirements, and referral options (such as elderly, children and youth, intellectual disabilities, etc.). ACT responders will meet regularly with the clinician to review issues, patient advocacy, and calls, as well as for counseling.

This report recommends that Contra Costa County Behavioral Health explore integrating a staff person into the ACT staff to support the development of a model of seamless integration with county resources and referral, ensure information sharing, provide case management and follow-up, develop networks and relationships and with stakeholders and referrals. This is an ongoing need, as the county re-imagines its emergency and non-emergency responses to create complementary programs without duplication or service or information gaps.

The other support staff function is data collection and analysis. USC recommends that the ACT vendor embed a data professional in the ACT staff team, or contract with a third-party data team. Collecting baseline data is key to measuring progress and improving the program. This includes review of types of calls, outcomes, response time, call characteristics, call origination, and following up data capacity building recommendations from the Data Needs Assessment (DNA). The police data requires a

heavy technical workload to provide easy-to-understand products. The skillset of the data team must combine coding, analytical and communication skills, and intersectional knowledge of social sciences. Given these requirements, a team approach may be better suited for data management (given the difficulty of finding the required skillset in one individual).

C. Staff Development (Dispatch Training/Call Reviews)

The ACT pilot is a valuable opportunity to continuously assess and modify the model through ongoing stakeholder input. Follow up of Initial training for the team and dispatchers must include regular reviews of calls by data analysis, and built-in and continuous dispatch and team assessments.

ACT Staff Development

Both the Community Responder and Community EMT need the same training. A recommended list of curriculum topics for project training is included in Appendix 4.

There is a multiplicity of local resources both for curriculum development and training, including:

1. The SPIRIT Program at Contra Costa Community College is a curriculum developed for Peer Mental Health workers. SPIRIT offers foundational training and a pool of graduates many of whom will have experience in county and non-profit work. NAMI Contra Costa's Basics Program provides similar skills. There is significant overlap in the training required for ACT, although the ACT mission has a broader scope and more focus on emergency response.
2. Casa Segura, based in Oakland, operates vans and trains outreach workers in providing limited medical support and harm reduction, serving communities similar to the communities ACT would routinely encounter. They are now working in Contra Costa.
3. Opportunity Junction is a valuable, well-established resource in Antioch for vocational preparation and development.
4. EMS Corps - A successful decade-long Alameda County project that trains justice-involved youth to succeed as EMTs is starting its first Contra Costa cohort in January 2022, in conjunction with the Contra Costa Workforce Development Board. Not only can EMS Corps help recruit ACT applicants, they could be approached for training resources on emergency responses.

Oakland's Mobile Assistance Community Responders of Oakland (MACRO) is currently implementing a similar pilot, with a training curriculum. The Program Manager is

committed to creating regional support and resource sharing. Antioch should explore opportunities to share training resources with Oakland and other area jurisdictions.

Dispatch Protocols & Training

APD Dispatch will need to develop protocols to provide guidance to dispatchers on identifying, assessing, and documenting calls that would be appropriate for ACT dispatch response. Dispatchers will need to receive training, including scenario-based, on the protocols prior to implementation. Training the entire dispatch staff will require two sessions. Dispatch will need ongoing engagement, primarily during staff meetings, to understand their experiences, receive their input, and for developing additional training as new scenarios, issues, and protocols arise.

D. Pilot Facilities

ACT staff will be in the field for the majority of their shift, primarily relying on the pilot facility at the beginning and end of the shift to manage paperwork, restock supplies, etc. Facility needs for the pilot program are: 24-hour access, secure parking, space to complete and submit paperwork, supplies storage, and restrooms.

Depending on the staffing configuration designed by the vendor, oversight and support staff may need an office. The vendor selected to implement the pilot may be able to accommodate the pilot facility needs. Alternatively, the city may identify an existing location. With the development of future city or county services in Antioch, there may be an opportunity for a permanent location.

Initially, USC recommends a working space of approximately 1,000 to 2,000 sq. ft. for the pilot. Office size should be prepared to accommodate 3-4 people at one time.

E. Community Outreach/Engagement

Ongoing community outreach and engagement are critical to the success of the program and to continuous improvement of the model to reflect the Antioch resident experiences with the pilot. The outreach and engagement strategies must pay special attention to communities less likely to be connected to traditional media and outreach strategies.

This report recommends several structural elements to create mechanisms for ongoing stakeholder and community outreach, engagement, and input into the program:

1. A community advisory board to provide oversight and support for the program. Meetings, reports, complaints, and data should be public-facing (except when it

includes identifying information). Transparency will help to counter any concerns about representation or the selection process for the board.

2. Regular and structured meetings with service providers offering referrals and resources for ACT - although much of the provider feedback will occur during informal interactions, there should be reviews of referrals, answering both data and narrative questions (e.g., is the provider receiving appropriate referrals, are the warm handoffs supporting care, are there missing or overlapping elements to the ACT support of the referral's clients, what are outcomes from referrals).
3. A citywide outreach and public education campaign, beginning several weeks before the pilot startup, including meetings with residents in neighborhoods most impacted by the emergency service system.
4. A regularly updated public-facing reporting ACT website, including a data dashboard, and regularly published newsletter, and social media announcements.
5. A complaint and feedback mechanism with several access points, including training response teams to facilitate the complaint process. A process for the review of complaints and providing the results of the process to the complainant.

F. Prevention Planning

A major goal of ACT is to address low-level situations as an opportunity to find a resolution before escalation - whether through mediating a dispute, helping a resident with safety planning, or connecting residents with appropriate services.

High utilizers of emergency service responders are not receiving the services they need to break the cycle of intervention and are a significant cost driver for emergency services. Olympia, Washington has a specific clinical program for high utilizers of services called Familiar Faces that provides strategies and practices for engaging this population. Findings from the DNA illustrated that APD does not capture or track frequent callers. Calls dispatched to ACT can include a focus on frequent callers to 911 that require frequent police officer response. The ACT staff can displace police in the immediate call with a goal of building a relationship to divert future emergency calls and determine if other solutions or services could be implemented.

The other key prevention strategy is identifying cases that are likely to need or benefit from follow-up, ranging from informal welfare checks or encouraging residents to connect to services to clinical interventions.

Data will provide valuable information in the types of calls and callers (or subjects of calls) that result in escalated situations, repeated interactions with emergency services, etc. This analysis can help target situations, locations, and residents for additional engagement and can inform refinement to call prioritization and dispatch.

Prevention of crisis escalation would be greatly strengthened by a resource location available to residents who need a safe place to recover during a crisis and access to support and services, sometimes called a “warming center,” “sobering center” (although this suggests a much more limited scope of services), or “living room” model. Typically, offering support for up to 23 hours, this is a needed resource in Antioch.

In order to facilitate connections to services, a network of services that address community needs must exist. Appendix 3 includes a current landscape of available services and resources for ACT to access.

G. Integration with APD (Program introduction, Roll call engagement, Officer survey)

APD leadership has been very supportive of the research and discussion of an alternative response pilot. Unstructured conversations have universally resulted in APD officers immediately beginning to identify calls that (they believe) could better be responded to by an ACT unit. ACT staff will receive training on the scope of practice, policies, and procedures for APD, CCFD, and the county response teams.

APD and APD dispatch will be involved throughout the development and implementation of the pilot. In order to ensure that officers are well-briefed on the pilot prior to implementation, there should be presentations during daily roll-calls, including responding to any questions, and providing community education materials for officers to share with community members. The presentations will cover: the function of the ACT unit, how to interact beneficially, protocols, and how ACT is an asset to APD’s mission.

Along with structured and ongoing engagement and assessment with APD leadership, we recommend surveying APD officers before the rollout of the pilot and again after six months. A summary of survey results from the Olympia, Washington Crisis Response Team program is in Appendix 6.

H. Evaluation Planning

Specific goals of the ACT pilot are:

1. Reduce the number of non-warrant arrests that result during a 911 response.
2. Reduce the number of individuals transported to the emergency department for non-life threatening medical-related issues that could instead be addressed in a pre-hospital care setting.
3. Reduce the number of behavioral health and lower acuity medical calls traditionally responded to by Police and Fire.

ACT should be measured for success and evaluated on progress towards meeting these and any additional program goals. USC recommends that the ACT vendor provide the capacity for internal data collection and program monitoring, and that the vendor contracts with an external consultant to conduct both a quantitative and qualitative evaluation of the pilot program.

Internal (vendor) evaluation activities should include:

- Developing calls metadata. Metadata is data about data and seeks to improve each data point with descriptive information that makes data easier to find and analyze.
- Assisting in developing data-sharing agreements and MOUs to streamline information sharing.
- Frequently collecting police data and identifying data needs and gaps.
- Disaggregating data by race, gender, and age when possible.
- Transforming data beyond static reports into user-friendly visuals and dashboards using social math and data storytelling.
- Communicating data-informed findings with stakeholders and the public.
- Tracking findings, issues, requests and actions requested by policymakers, stakeholders and residents.

Monitoring/Reports

The pilot should track and collect adequate data on interactions with residents, outcomes, call responses, types of calls, and outcomes to ensure that analysis, including cost, is comprehensive. Determining what data to collect and what tools to use for input has been considered by multiple jurisdictions. Although Antioch may have specific considerations, looking at the process and results from other programs will be valuable. Some jurisdictions are creating public dashboards to display anonymized call response data, and data should be represented to the public in accessible language and comprehension.

After pilot startup, the program can provide three-month snapshot status reports (January, March and June 2022) and a comprehensive annual report (8/22).

During implementation, the pilot should develop mechanisms for evaluation to measure the impact, outcomes, and efficiency of the ACT pilot and whether the program is achieving its objective, including what data to include in three-month snapshot reports. During the implementation period, there should be further evaluation of the referral and resource network, which are integral to the model. ACT should also monitor cost saving savings from decreased emergency room visits and arrests to build a case for expanded supportive services.

Continuous assessment

It is important to recognize the centrality of dispatch in identifying calls that could benefit from an alternative response and determining the level of risk for the responder and residents. They use the address and caller history and a series of standard safety screening questions, following up to clarify and gain additional information. An example of dispatcher judgment and discretion would be in calls complaining about loud music. Dispatch might decide that an address with repeated noise complaints or other interactions with APD or reports of weapons might be less likely to be responsive to a non-enforcement intervention. Another noise complaint might suggest a situation where the complaining neighbor might be assuaged with information about when the child's birthday party is expected to end, and the party-throwers are likely to abide by an agreement of the ending time.

This type of engagement between ACT staff and APD dispatch is the foundation for ongoing continuous improvement activities key to pilot knowledge development. Additionally, case management reviews between ACT staff and service providers will provide ongoing lessons and opportunities for program improvements. To accelerate program innovation ACT should utilize police surveys, periodic discussions with key stakeholder groups, and data to identify use centers to address with visits before crisis escalation, as key elements of a pilot learning agenda.

There is significant interest in the ACT pilot from academic researchers. Researchers are interested in a study that works with residents to assess impact through analysis of calls, outcomes, and data. Researchers would be especially helpful in finding ways to disaggregate APD data and find ways of quantifying call and outcome data that is not readily accessible.

Future evaluations should consider the following lines of inquiry, as more data become available:

- A better understanding of populations served. Despite the challenges in collecting this data, a better understanding of the populations served will ensure that it is culturally relevant and responsive and identify potential gaps in service.
- An understanding of the economic impact of this alternative program. Exploring the cost-benefit analysis to the city will provide a clearer picture of the return on investment for the City and our community partners.
- The impact to community providers who are part of or associated with the ACT program.

I. Proposed program budget

USC budget models project the total costs for the pilot program (6/22-6/23) to be in the range of \$1.75M to \$2.2M. Following is a sample program budget, identifying the type of expenses identified for the pilot program implementation (including some narrative notes).

PERSONNEL	COST	NOTES
Employee Salaries	\$940,000	Core staff (12), Support staff (2.5)
Employee Benefits	\$329,000	35% of salaries
TOTAL PERSONNEL	\$1,269,000	
OPERATIONS COSTS	COST	NOTES
Equipment (Computers/Communications)	\$55,000	Laptops & 4 Motorola police radios
Professional Services	\$25,000	Technical assistance, program innovation, data services
Office Supplies/Furniture	\$5,000	
Training/Staff Development	\$25,000	Pre-startup and ongoing
Insurance	\$15,000	To be researched.
Rent & Utilities	\$5,000	1000 sq. ft. x \$5 ft.
Repairs & Maintenance	\$2,500	
Janitorial	\$3,000	
First Aid Supplies	\$10,000	
Non-First Aid Supplies	\$10,000	PPE and comfort items such as warm clothes, snacks, water, etc.
Van Expenses (including maintenance & gas)	\$50,000	1 Van, ADA accessible
Travel	\$1,000	
Emergency Housing	\$5,000	
Translation/Interpretation	\$5,000	
Postage & Shipping	\$1,000	
Telephone	\$21,000	
Licenses	\$2,500	
Electronic Health Record & Billing	\$15,000	Medicare reimbursement processing
Community Outreach & Engagement	\$20,000	Community meetings, social/print media
Program Evaluation	\$25,000	
TOTAL OPERATING COSTS	\$301,000	
INDIRECT COSTS	\$235,500	15% (Vendor financial/administrative management)
TOTAL PILOT PROGRAM COSTS	\$1,805,500	

IV. PILOT PROGRAM IMPLEMENTATION PLANNING

Essential Aspects to Pilot Success

The pilot must respond to calls 24 hours per day, 365 days per year, to ensure consistency of response and scalability. Stakeholders must understand the parameters under which ACT responds and expect consistent responses. It is also essential to build a strong, credible relationship with communities served. There will be fewer resources available outside of business hours that enable warm handoffs but simultaneously make the need for a response greater; weekends and nights are repeatedly mentioned by stakeholders because no other resources are available.

ACT cannot be used as an arm of enforcement. Credibility, especially with service-resistant people, requires a non-authoritative, non-judgmental approach. The pilot must engage the community during the planning and implementation, demonstrate transparency in how ACT engages with police and all stakeholders, and ensure ongoing community input and feedback.

ACT staff will carry a police radio and APD dispatch will refer calls for ACT response deployment. The close working relationship between the ACT program and APD may create the perception that ACT is an extension of APD. It is important to clearly define ACT roles and scopes of practice. It must be clear that ACT has no enforcement function, its priority is solely the best interests of the client, and that the public understands that engaging with ACT will not result in police interaction.

For the pilot program, APD Dispatch will refer calls from priority levels 4 & 5 to the ACT unit, with some priority level 3 calls (based on developed protocols and the dispatcher's discretion). Initially, ACT will respond to dispatch-referred calls initiated through the 911 system.

Several stakeholders have asked about having an alternate phone number residents could use to access an ACT response. Further evaluation of creating a new, dedicated number should be part of the pilot initiative learning agenda. Establishing the new number is straightforward operationally and at minimal additional cost if answered with a separate script by APD dispatch. Another possibility is to have 211 answer calls to a dedicated ACT number, although with a higher cost and a few additional technical issues, it would not be prohibitive.

Currently, there are multiple phone numbers that residents are encouraged to use for various, and sometimes overlapping, issues - 211, 988 (coming in 2022), APD non-

emergency line, county 24-hour Behavioral Health Access Line, NAMI Warm Line, domestic violence and sexual assault lines. There are regional and national hotlines, as well that may overlap the local services, but residents may not understand the distinction even if they pay any attention to educational campaigns. Further consideration is needed to determine how much public education would be required and how widely a dedicated number would be utilized. Other options, at least initially, could be to develop an APD dispatch protocol that enables residents to request an ACT response on the non-emergency line or to develop a system for residents to call 211, a 24-hour, crisis-trained phone line, to request an ACT response.

The ACT model has the team in the field for the majority of their shift, primarily responding to dispatch calls. The focus of the teams includes mediation, problem-solving, crisis prevention and de-escalation, transportation, and connection to resources and referrals. If there is time between dispatched calls, ACT responders will follow-up with residents from prior calls to encourage connection to services, check-in with residents who frequently call 911, visit areas of frequent calls for service, or make on-view stops. The team will document calls using the system developed prior to rollout. Pilots and programs in other jurisdictions carry emergency medical supplies such as Narcan, EpiPen, Glucagon (diabetic emergency), O2 tank, Airway kit, wound care materials, and comfort and supportive items, like water, food, hand warmers, socks, etc.

The pilot goals are for rapid implementation, flexibility to tweak processes and learn during the pilot, close communication with APD, dispatch and other stakeholders.

Length of Pilot

This report recommends that the RFP/RFQ be for a minimum one-year (two-year maximum) operational pilot with three-month snapshot reporting, and ending with a report with initial results, quantifiable data, and an assessment. Two years is long enough for nonprofits to consider making the organizational commitment to respond to the RFP/RFQ, gives time to establish the pilot, including responding to feedback, changing elements, and assessing the impact.

Geographic Area of Pilot

Some pilots have hampered their call response averages by not finding the sweet spot between having enough calls and not having too large a response area or not considering travel time in call selection. This is most obvious in programs with a narrowly defined focus. In a larger municipality, pilots are normally restricted to a specific geographic area.

If limiting the geographic area of the pilot, considerations include:

- an area with a sizable population of people at risk for negative police interactions;
- an area with a sizable underserved mental health and unhoused populations;
- a narrow and specifically defined service area.

During the program startup, ACT staff could focus on Police Beat 2, where there are a significant number of calls related to unhoused residents (a DNA finding). This gives the team additional time and opportunities to develop relationships with and knowledge of unhoused communities which will continue to be a central focus of responses. When the full pilot begins implementation, ACT will respond to calls throughout Antioch.

Logistics and Administrative Needs

Prior to the implementation of the pilot, the planning team will create initial administrative and clinical methods, identify logistical needs and considerations, and begin to construct resource and referral lists.

Scheduling of coverage and shifts should consider how to support APD in high volume periods and whether to create schedules that do not coincide with APD shifts to support coverage during shift changes. Many service providers are not available outside of office hours. Shelter referrals are not available on weekend days. Although fewer referrals are available, the need for an alternative response is more imperative.

Pilots and programs in other jurisdictions have considered and created administrative, logistic, engagement, and referral processes and lists. This report encourages the city of Antioch to utilize the experiences and planning of other jurisdictions as a starting point in developing plans.

Collaboration Opportunities

ACT units will rely on referral resource lists as they become familiar with local service providers. The program will need to be able to track availability, intake coordination, hours, rules, acceptance statistics, barriers to care, range of disposition options, ADA accessibility, languages spoken with a comprehensive, continuously updated lists of referrals and resources. The list also needs to track services that can help address obstacles to referrals, such as pets, keeping family units together, or storing possessions.

The success of the ACT program will depend on the ability to transport and have a “warm handoff” of clients to referral partners. The pilot’s ability to divert residents from the ED and criminal justice system is only possible when there are adequate referral resources.

ACT and the county stakeholders will need to collaborate to ensure that the county services and ACT are both strengthened in providing appropriate responses to Antioch residents. There are four current county field response programs:

1. Mental Health Evaluation Team (MHET) - clinicians co-respond with police to 300 high-acuity calls annually.
2. Mobile Crisis Team (MCRT) - mental health providers, responding with or without police, provide mental health stabilization, assess for involuntary holds, and provide follow-up care for 1,600 adult calls per year.
3. Mobile Crisis Team typically requests APD escort or stand-by on calls. Mobile Response Team (MRT) clinicians respond to 1,000 youth calls each year.
4. Coordinated Outreach Referral, Engagement (C.O.R.E.) outreach teams serve 4,500 people in a year and is the sole entry point to the county's coordinated unhoused services.

The county is planning an expansion and restructuring of services to address mental health calls with three levels of response from co-responding with law enforcement to a low-level non-clinical response and a Miles Hall Hub to coordinate response and provide support.

This report recommends pursuing county support for a crisis support or warming center in Antioch. The limited services available in East County are recognized and confirmed. Although considerable attention is focus on addressing housing needs, at the other end of the service spectrum, many stakeholders discussed the need for a resource to provide a safe place to help residents in crisis to stabilize and give support before a crisis escalates.

Program Startup Phases/Timetable

The pilot program design proposes a four phases implementation schedule.

Phase 1 - Identifying a vendor to implement the ACT program will dominate the first phase of program startup, January to March 2022. Fast track issuing an RFP/RFQ and completing a competitive selection process will take 3 months at best. (See sample RFQ from City of Oakland in Appendix 5.) During this period, initial decisions must be made re: formal program naming/branding, identifying and convening an internal City planning/support team, and identifying initial legal/insurance/compliance issues.

Phase 2 - The second phase, April to May 2022, will be a sprint to startup with the vendor working on staffing the project, identifying facilities, network development, and organizing initial training activities. City support can be helpful in developing initial protocols, dispatcher training, coordination with the County, and production of community outreach and marketing materials.

Phase 3 - At best, pilot program startup may be able to begin in June 2022. This is the most ambitious scenario. Likely, the pilot will begin by July 2022. Stakeholders should expect that initial roll out of the ACT program may start on specific times of day, in specific areas of the City (given the need to complete program staff hiring and training).

Phase 4 - The final phase of the program startup – full implementation of the pilot program - should begin no later than October 2022 and end June 2023. Based on initial outcomes, impact and lessons learned, the City can decide to extend the pilot (for program refining and learning purposes) or fund the effort as a sustainable City service.

V. PROJECT METHODOLOGY

Urban Strategies Council's (Council's) community outreach and engagement methodology focused on surveying Antioch residents about their interaction with the 911 emergency call system; assessing support for the City's leadership objectives and expectations for a pilot program; inviting stakeholders to invest in the development of a pilot that addresses the concerns of the public; reviewing alternative-response model best practices and evaluations; and, collecting residents' stories of their experiences with Antioch's 911 system and local/Contra Costa County law enforcement and emergency response systems.

Specific methods informing the pilot program development included: 1) reviewing documentation related to existing and newly developed alternative response program models; 2) conducting interviews with key Antioch community leaders/stakeholders; 3) convening focus groups of Antioch residents; 4) surveying Antioch residents (focusing on communities most impacted by 911 response calls); and 5) conducting a data needs analysis (DNA) of APD 911 calls.

Current and proposed models reviewed included documentation from Eugene and Portland, OR; Olympia, WA; Cambridge, MA; Albuquerque, NM; Denver, CO; and Oakland and San Francisco, CA. Documents provided insight into the planning issues, proposed models, and challenges faced by the different cities working to implement alternative response programs.

Through virtual and in-person interviews, we learned from local leaders and residents concerned with outcomes from Antioch's current 911 call system. Individual interviews included leaders from Antioch and Contra Costa's municipal and county governments, community-based and civic organization sectors, local businesses, and individuals directly impacted by an experience with the emergency call system. All interviewees were asked to: 1) share their experiences and opinions of the 911 response system, 2) add/or expand upon early research findings, and 3) help the Council co-create recommendations.

In October 2020, the Council convened three focus groups (virtually) with Antioch residents. Recruited Focus group participants represented a cross-section of community residents across race and gender identities, organizational affiliation, geographic representation, and experiences with the 911 emergency call system.

The Council surveyed Antioch residents, both online and in-person, in October 2021. Five hundred Antioch residents completed the survey. Appendix 2 provides detailed results of the survey findings. Council staff conducted survey outreach with assistance from paid student interns from Deer Valley and Dozier-Libbey Medical High Schools.

Survey Participant Demographic Data:

- Race: White/Caucasian (43%), Hispanic/Latino (23%), African American/Black (16%), Another Race (9%), Asian (7%), American Indian (1%), Native Hawaiian (1%)
- Age: 18-34 years old (15%), 35-54 years old (41%), 55+ years old (44%)
- Gender: Female-identified (63%), Male-identified (33%), LGBTQI or unspecified (5%)
- Unhoused population: 4% (21) participants are unhoused or at risk of being unhoused

Though the survey allowed us to collect a broader range of perspectives, the format led to less detailed and nuanced responses than those from interviews.

A data needs assessment analyzed Antioch police calls for service from 2018 through 2020. Findings from the DNA included:

- From 2018 through 2020, the Antioch Police Department (APD) received approximately 90,000 calls for service/year.
- APD maintains 132 call types and five priority levels: emergency (level 1), urgent (level 2), routine (level 3), and informational (levels 4 and 5). Of which, we identified levels 4, and 5 as potential calls for service to receive an alternative community-based response. We recommend that dispatchers maintain authority

to divert level 3 calls to a community responder or a police officer based on call evaluation.

- Six police beats organize Antioch. Police beat #6 received the highest volume of cases over the past three years, with 2,097 cases in 2020.
- In 2020, Antioch's top three reported cases were 1,075 combined simple and aggravated assaults, 859 mental health-related, and 1,052 incidents of combined petty and grand theft. There were nine completed homicides
- In 2020, APD received 2,761 homelessness-related calls with various priority levels. Four percent (103 calls) were assigned to priority levels 4, or 5.
- All mental health and drug-related calls were given priority level 2 or 3. In 2020, APD received 1,381 calls for mental health/drug related issues.

Additionally, the DNA informed development of the pilot program components in the following areas: staffing needs, identifying APD call referrals, prevention and evaluation planning.

The DNA identifies areas for further data analysis for program development, including:

- Breaking-down low-level calls by the time of call to inform which shifts might require more staffing than others.
- Geocoding the location of low-level calls to identify the most convenient resources available based on the location of the caller and volume of calls.
- Identify other potential call types for potential diversion to ACT.

The full DNA report is Available in the report Appendix 1.

VI. SUMMARY OF COMMUNITY SURVEY RESULTS

In September and October 2021, USC collected over five hundred surveys from Antioch residents. The survey sought to understand the 911 emergency response experiences and needs from residents impacted by the 911 system. The findings informed the development of a new community-based response system that better serves residents and enables law enforcement to focus on major crimes and investigations.

The following points highlight a summary of the survey results.

- 80% of survey respondents had some type of interaction with Antioch emergency services.
- 13% of survey respondents called for a homelessness-related situation.
- 17% of survey respondents called for a mental health/drug-related situation.
- 44% of survey respondents called for a non-emergency situation.
- 24% of survey respondents stated the situation resulted in hospitalization.
- 6% of survey respondents stated the situation resulted in arrests.
- 28% of survey respondents stated they decided not to call 911
- 72% of survey respondents stated they supported the City Council's decision to develop a community-based response system for 911 non-emergency calls.

Appendix 2 includes results from the full community survey.

VII. SUMMARY OF STAKEHOLDER FEEDBACK

Participants were asked identical questions in each focus group: 1, What are your experiences with APD's 911 call response system? 2. What are the characteristics of a non-police response system (for low-level calls) that you'd like to see in Antioch? 3. What community assets and resources should the City build off of to implement a new call response system? 4. What concerns do you have regarding the implementation of a new 911 call system?

A sampling of participant descriptions of their experiences with Antioch's emergency response system included the following responses:

- 'APD needs to acknowledge its problems with Antioch's African American community'
- 'Police are unwilling to engage in conversation or be nuanced in their communications'
- 'Police were not trained to deal with my son's mental health crisis'
- 'The APD response to my African American son was over-armed'
- 'Police actions may be justified but it doesn't make them right'
- 'The current system doesn't work for people with mental health issues'
- 'Most people who get 5150s are black'
- 'I don't know any other number to call than 911'
- 'Unhoused residents are not satisfied with CORE program services'
- 'The APD CET is viewed negatively and not trusted by the unhoused community'
- 'Antioch's AAPI and Middle-Eastern communities need more attention'
- 'People in need are viewed as "cases"'

- 'Police seem bothered when dealing with low-level calls'

Participants identified the following sample characteristics for a non-police response system that they would like to see in Antioch:

- 'Faster response times'
- 'Need for diverse, community-connected staff'
- 'Address interpersonal, interfamily conflict situations'
- 'Need for safe spaces to refer people to'
- 'Includes a system for call triage'
- 'A new system can help identify service gaps for community needs'
- 'While program should fit into the bigger system (e.g., County), it should address the specific needs of Antioch'
- 'Aligned with County efforts'
- 'Have knowledge of and communication channels with gangs'
- 'Need for a collaborative unit that includes police, public health and service providers'
- 'The program and staff should not resemble the police'
- 'Implement the program through a community-based organization, not the City or APD'
- 'Focus on engaging youth through their parents'
- 'Include a community ambassador role (e.g., Fremont Friendly Faces model)'
- 'Include skill building in restorative justice/relationship-building and creative conflict management'
- 'Establish a Community Advisory/Oversight Board'

Participants identified the following community assets and resources that could support a City-run non-police alternative 911 call response system:

- 'Engage with other Bay Area cities implementing similar programs'
- 'Engage social work interns from surrounding colleges'
- 'Greater engagement with CORE and MET programs'
- 'Immigrant community has assets that are unrecognized'
- 'Local churches'
- 'La Clinica, community-based health organizations, and local hospitals/doctors'
- 'Community-based groups like: Rubicon, Mobility Labs, Opportunity Junction, Family Justice Center, Beat the Street, Share Community, Health Right 360, Interfaith Council, Lift Up Contra Costa, Unite US, and others'

The main participant concerns about a City-run non-police alternative call response system were:

- 'Lack of data'
- 'Inadequate community outreach and engagement'
- 'Poor marketing of new initiative to residents'
- 'Hiring opportunities for residents with lived experience'
- 'APD buy-in'

VIII. APPENDICIES

- APD Data Needs Assessment
- Summary of Antioch Community Survey Responses
- Inventory of Community Based Organization/Service Provider Resources
- ACT Staff Training Curriculum Topics List
- Oakland MACRO Program RFQ
- Olympia Washington Crisis Response Team Survey Results



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APD Data Needs Assessment

Data Needs Assessment (DNA)

Analysis of Antioch Police Data on Calls for Service



Findings

- From 2018 through 2020, the Antioch Police Department (APD) received approximately 90,000 calls for service/year.
- APD maintains 132 call types and five priority levels: emergency (level 1), urgent (level 2), routine (level 3), and informational (levels 4 and 5). Of which, we identified levels 4, and 5 as potential calls for service to receive an alternative community-based response. We recommend that dispatchers maintain authority to divert level 3 calls to a community responder or a police officer based on call evaluation.
- Six police beats organize Antioch. Police beat #6 received the highest volume of cases over the past three years, with 2,097 cases in 2020.
- In 2020, Antioch's top three reported cases were 1,075 combined simple and aggravated assaults, 859 mental health-related, and 1,052 incidents of combined petty and grand theft. There were nine completed homicides.
- In 2020, APD received 2,761 homelessness-related calls with various priority levels. Four percent (103 calls) were assigned priority levels 4, or 5.
- All mental health and drug-related calls were given priority level 2 or 3. In 2020, APD received 1,381 calls for mental health/drug related issues.

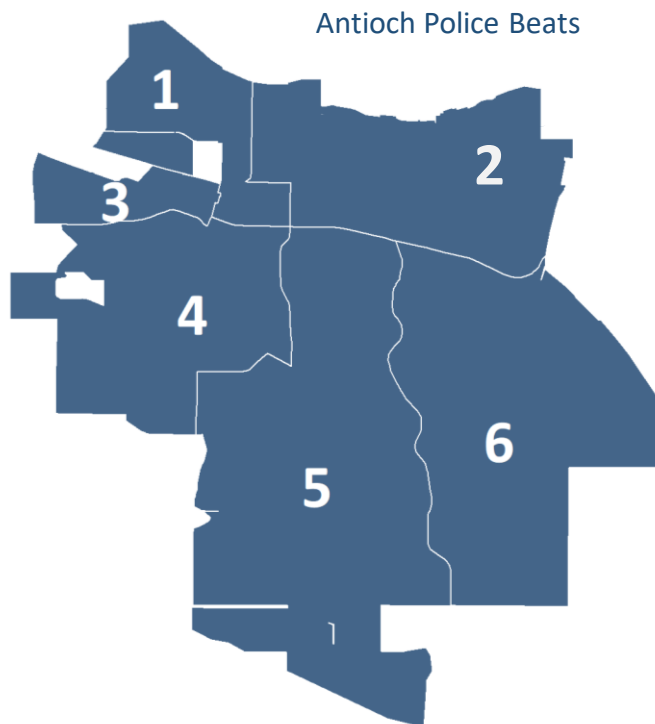
Priority Level	Number of Homelessness-related Calls	Number of Mental Health-related Calls
1 (Emergency)	204	
2 (Urgent)	1,512	1,052
3 (Routine)	942	329
4 (Informational)	54	
5 (Informational)	49	
Total	2,761	1,381

Source: Antioch Police Department, 2020

Objectives

The objective of this DNA-informed effort is to help the community response model identify data-related areas of work by:

- Understanding the nature and characteristics of the calls for service Antioch Police responded to in the last three years.
- Mapping out the variations in response time to low-level priority calls by police beat.
- Understanding how the landscape of calls for service differs across Antioch's police beats.
- Informing the design and implementation of a community response model that diverts low-level priority calls for service to well-trained community respondents instead of officers.



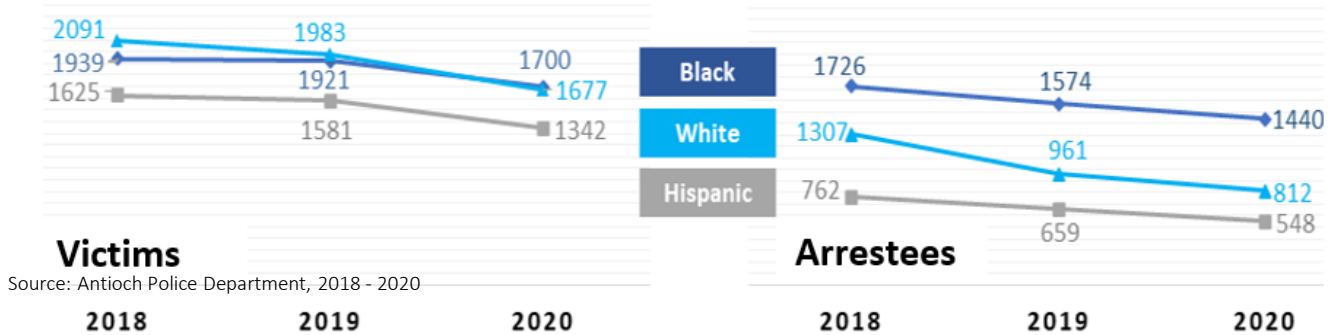
Why This DNA Is Important

In 2020, APD received 1,373 low-level calls for mental health/drug-related and homelessness-related issues. Police officers in Antioch spend a significant part of their time responding to low-level priority calls for service. The DNA analyzes three APD datasets: mental health/drug-related, homelessness-related, and case reports. Data on cases demonstrate the advancement from a call for service to a case.

The DNA informs the development of an RFQ/RFP document to implement a community response model to respond to non-life-threatening calls for service. This data-driven effort will provide a more appropriate response, including referrals. It also enables law enforcement to focus on higher acuity calls and crimes, minimizing unnecessary interactions with law enforcement.

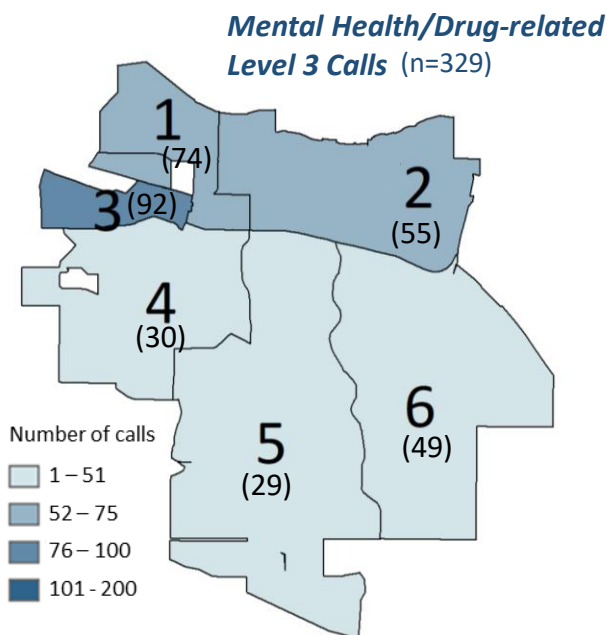
The Number of Cases Among Victims and Arrestees by Race

The number of cases amongst arrestees and victims of any racial group declined as 2020 approached. Black arrestees decreased by 17%, from 1,726 in 2018 to 1,440 in 2020. The number of Hispanic arrestees dropped by 28%, from 762 in 2018 to 548 in 2020. White arrestees declined by 38%, from 1,307 in 2018 to 812 in 2020. This data point is illustrative of the evolution of a call for service to a case that involves victims and arrestees and informs the cultural needs of staff/community responders who can connect with callers from various racial backgrounds.

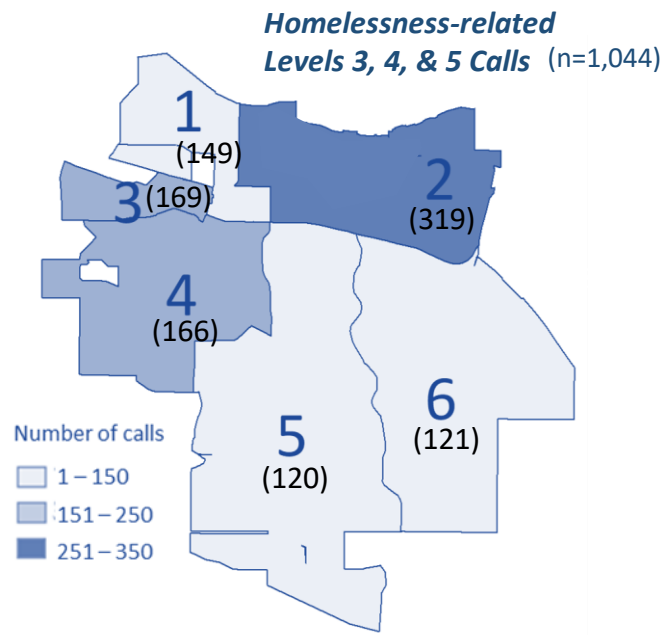


The Number of Lower-priority Level Calls by Police Beat in 2020

In 2020, APD received 1,373 levels 3, 4, and 5 calls for mental health/drug-related and homelessness-related issues. The range of low-level calls extends beyond mental health/drug use and homelessness. This study looked at these specific examples of calls because they are accessible subsets of low-level calls.



In 2020, APD received 329 low-level mental health/drug-related calls. Police beat #3 received the highest number of which (92).



APD received 1,044 low-level homelessness-related calls in 2020. Police beat #2 received the highest number of those calls (319).

Data Recommendations

Based on analyzing the data on police calls for service in Antioch from 2018 - 2020, data-specific recommendations include:

- Using data-informed performance measures that align with the program's SMART goals.
- Collecting demographic information.
- Capturing frequent callers.
- Enhancing information sharing and stakeholders' engagement.
- Identifying a data support team.
- Improving data quality.
- Using geocoding to identify future hub facility.
- Improving the counting system for mental health and homelessness-related calls.

Data Needs Assessments (DNA)

Analysis of Antioch Police Data on Police Calls for Service



November 2021

Prepared by



Urban Strategies Council is a social impact organization that uses research, policy, innovation, and collaboration to achieve equity and social justice. The Council's mission is to eliminate persistent poverty by working with partners to transform low-income neighborhoods into vibrant, healthy communities.

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Executive Summary

Urban Strategies Council (USC) conducted a Data Needs Assessment (DNA) of Antioch Police data on calls for service to determine which calls may qualify to be dispatched to a community responder instead of a police officer. This DNA focuses entirely on illustrating local data trends on Antioch police calls for service and does not compare any data points to regional datasets such as the Contra Costa County Office of the Sheriff's data or national data sources such as the Federal Bureau of Investigation (FBI) Uniform Crime Reporting (UCR) Program. The purpose of this DNA is to inform designing a community-specific response model for low-priority level calls for service that provides a more appropriate response, including referrals. This model also enables law enforcement to focus on higher acuity calls and crimes, minimizing unnecessary interactions with law enforcement.

The DNA is based on analyzing the Antioch Police Department (APD) data on low-level police calls for service from 2018 through 2020 using three quantitative datasets:

- Mental health and drug-related calls: coded by APD as 5150-HSOO calls for service.
- Homelessness-related calls: APD does not have a specific call type for those calls. Keyword searches for the terms: Transient, Homeless, Camp, and Trespass were used to extract calls that fit this category¹.
- Case Report: this dataset demonstrates the advancement from a call for service to a case and includes a breakdown of incidents by police beat and demographic information such as gender, age, and race of victims, suspects, and arrestees².

APD receives approximately 90,000 calls for service per year. In 2020, APD received 1,373 low-priority level calls for mental health/drug-related and homelessness-related issues. The 1,373 low-level mental health/drug and homelessness-related calls are not the total numbers of low-level calls; the range of low-level calls is more than those for mental health/drug use and homelessness-related issues. However, we looked at these specific examples because they are accessible subsets of low-level calls. APD maintains 132 closing class categories to define the types of calls and five priority levels: emergency (priority level 1), urgent (priority level 2), routine (priority level 3), and informational (priority levels 4 and 5). Of the five priority levels, we identified levels 4 and 5 as potential calls for service to receive an alternative community-based response. We recommend that dispatchers maintain the authority to divert level 3 calls to a community responder or an officer based on the call evaluation. APD secures two primary data sources for police calls for service, as explained below by APD Data Analyst Lisa Reinke:

"For data on police calls for service, Antioch Police Department (APD) keeps two main sources of data: calls for service and case reports. The calls for service account for calls that come into dispatch and require a response from the police or on-view activity where an officer creates a call for service while out on the street. Case reports are the incidents that require an actual report to be written. Not all calls for service result in a report being written. Case reports are typically representative of a crime that has occurred, but there are occasions where reports are written for non-criminal activity. Data-wise, there might be a disconnect between a "call" and a "case report."

This study illustrates the patterns/trends of the data and does not dig into the underlying reasons behind those patterns. However, it is worth noting the impact of COVID and shelter in place that makes it hard to demonstrate a year-to-year comparison. This data-informed approach marks our pilot; based on analyzing the police data; we suggested relevant data-specific recommendations. Recommendations are for the community-based response model to adopt when possible and as the pilot evolves. Some recommendations may involve coordination with/oversight by the City of Antioch and/or the Police Department to ensure adequate data procedures are in place. Stakeholders and constituencies may use this DNA and other supporting materials to develop the RFQ/RFP document for the project implementation.

¹ Source: APD Data Analyst, 2021

² Source: *ibid*

**Data Analysis of Police Calls for Service
- Antioch Police Department -
2018 - 2020**

Understanding the Nature of Police Calls for Service in Antioch

When calling 911, dispatchers use a Computer-Aided Dispatch (CAD) to assign a priority level and designate the nearest officer to respond. The CAD system allows communications to be partially controlled by an automated system. APD maintains 132 closing class categories to define the types of calls and five priority levels: emergency (priority level 1), urgent (priority level 2), routine (priority level 3), and informational (priority levels 4 and 5). For simplicity, calls include but are not limited to: alarm, animal calls, homicides, fraud, welfare check, general inquiry, blight, crime against a person, property crime, disturbance, juvenile, mental health, miscellaneous, custody/warrant, suspicious activity, traffic-related, trespassing, driving under influence, drug-related, homelessness-related, and others. Appendix A lists the shortened code and longer description of calls in the format "ACCF: TRAFFIC ACCIDENT FATAL."

The volume of calls dispatched to officers varies from one police beat to another. Calls could be community-initiated or officer-initiated on the scene. This analysis demonstrates calls regardless of who made the call. We are limited in the amount of data to how much dispatchers capture from a call. It is challenging to fully understand the landscape of callers as dispatchers do not collect demographic information from 911 callers. However, APD collects demographic information such as race, gender, and age, only if the incident results in a police report³. APD data analysts are highly cooperative and shared sufficient information to understand the nature and characteristics of the police calls for service. Each event (call) comprises information such as the time received, call type, description, definition, response time, who initiated the call, priority level, time and date, disposition, location, and police beat and zone. In 2020, Antioch's top three reported cases were 1,075 combined simple and aggravated assaults, 859 mental health-related incidents, and 1,052 incidents of combined petty and grand theft. There were nine completed homicides and eight attempted homicides.

From a Call to a Case by Police Beat, 2018 - 2020

Overall, the number of cases in Antioch has decreased from 10,598 in 2018 to 9,028 in 2020. Six police beats organize Antioch; each police beat serves a specific area. Police beat #6 consistently received the highest volume of cases over the past three years, with 2,097 cases in 2020. Except for police beat #2, the number of cases/police beat declined between 2019 and 2020. The most remarkable change was in police beat #3, at a 25% decrease from 2,057 cases in 2018 to 1,538 cases in 2020, as Figure 1 shows.

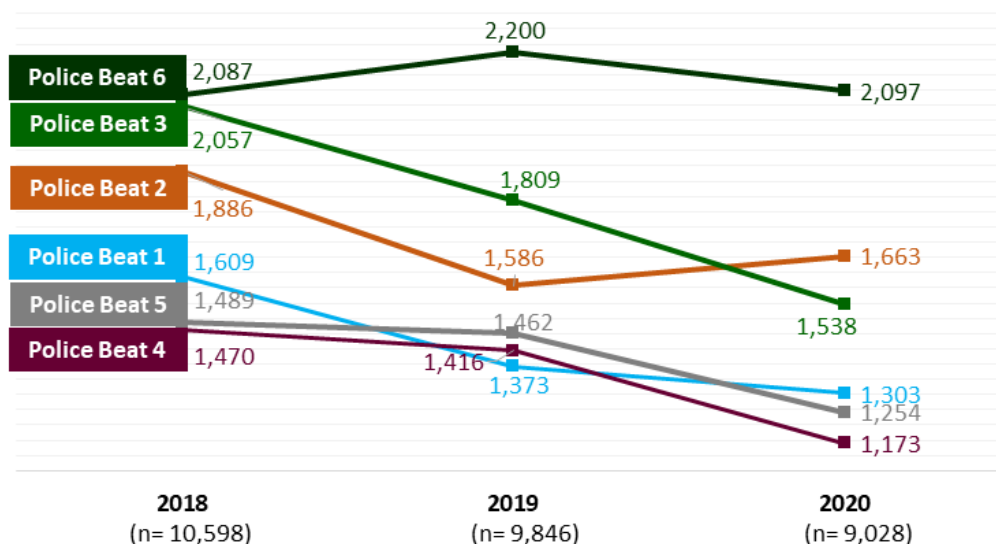


Figure 1 The change in the number of cases by police beat over time

Source: Antioch Police Department Data, 2018 - 2020

³ APD Data Analyst

The Change in the Number of Cases by Race Among Victims and Arrestees

Figure 2 shows the change in the number of victims and arrestees amongst the top three reported races: Black, Hispanic, and White, from 2018 through 2020. The number of cases of any racial group (victims and arrestees) declined as 2020 approached. Hispanic arrestees and victims consistently comprised the lowest number of cases. Hispanic victims decreased by 17% from 1,625 in 2018 to 1,342 in 2020. Hispanic arrestees went down by 28%, from 762 in 2018 to 548 in 2020. Black victims also declined by 12%, from 1,939 in 2018 to 1,700 in 2020, and arrestees decreased by 17% from 1,726 in 2018 to 1,440 in 2020. The most remarkable decline was amongst White arrestees at 38%, from 1,307 in 2018 to 812 in 2020. White victims also decreased by 20%.

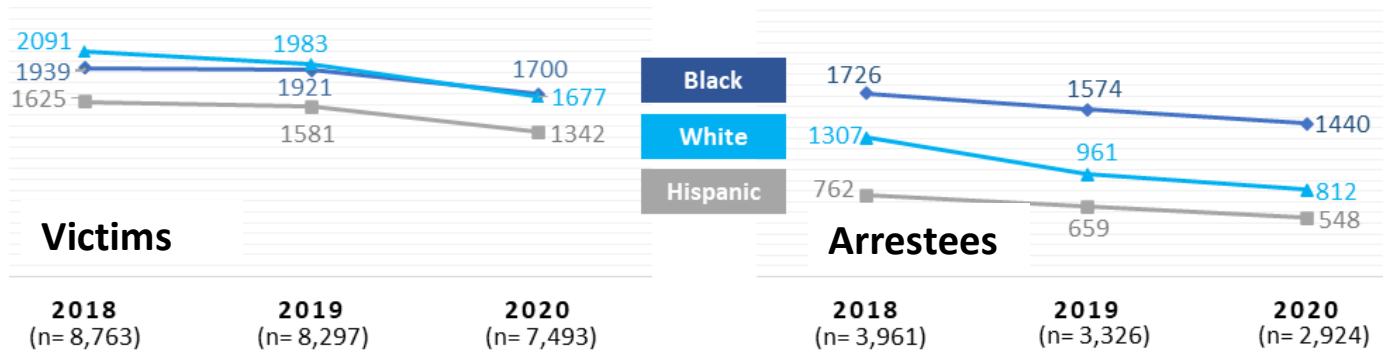


Figure 2 The change in the number of cases by race among victims and arrestees over time

Source: Antioch Police Department Data, 2018 - 2020

This data point is illustrative of the evolution of a call for service to a case that involves victims and arrestees. This representation informs the community response model regarding staffing and the cultural needs of staff who can connect with callers from various racial backgrounds and reduce interaction with law enforcement.

Homelessness-related Police Calls for Service

Homelessness-related Calls for Service by Priority Level and Response Time

In 2020, APD received 2,761 homelessness-related calls assigned with various priority levels (Table 1). More than half of the calls (1,716) were assigned emergency or urgent priority levels, and more than a third (1,044) were priority levels 3, 4, or 5.

Overall, the response time for a homelessness-related call ranges from less than one minute to 60+ minutes. The majority of callers received a responder within 10 - 30 minutes. A third (36%) of level 1 and 2 calls received a responder within 10 minutes. One in ten (10%) priority level 4 and 5 calls received a responder in 60+ minutes from conducting a call. However, one in eight (13%) priority level 3 calls had a responder after 60 minutes.

Priority Level	Number of Homelessness-related Calls in 2020
1 (Emergency)	204
2 (Urgent)	1,512
3 (Routine)	942
4 (Informational)	54
5 (Informational)	49
Total	2,761

Table 1: the number of homelessness-related calls by priority level

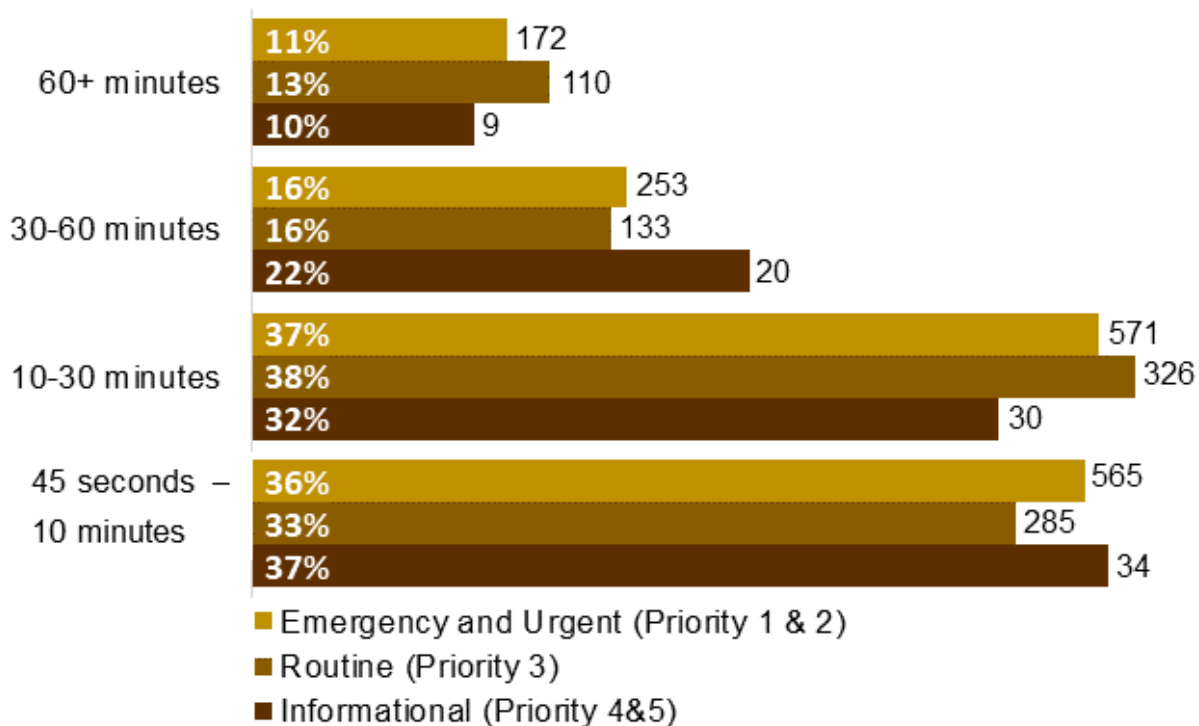


Figure 3 Homelessness-related calls by response time and priority level (n=2,508 events)

Source: Antioch Police Department Data, 2020

The Change in the Number of Low-level Homelessness-related Calls by Police Beat, 2018 - 2020

The volume of low-level calls (levels 3, 4, and 5) dispatched to officers serving police beat #1 and #5 significantly decreased between 2018 and 2020. Due to the high presence of homeless encampments by the railroad on the northern part of Antioch, officers in police beat #2 consistently received the highest number of calls for homelessness-related issues than other parts of the City. Calls dispatched to officers serving police beat #4 has been steady, around 160 calls each year.

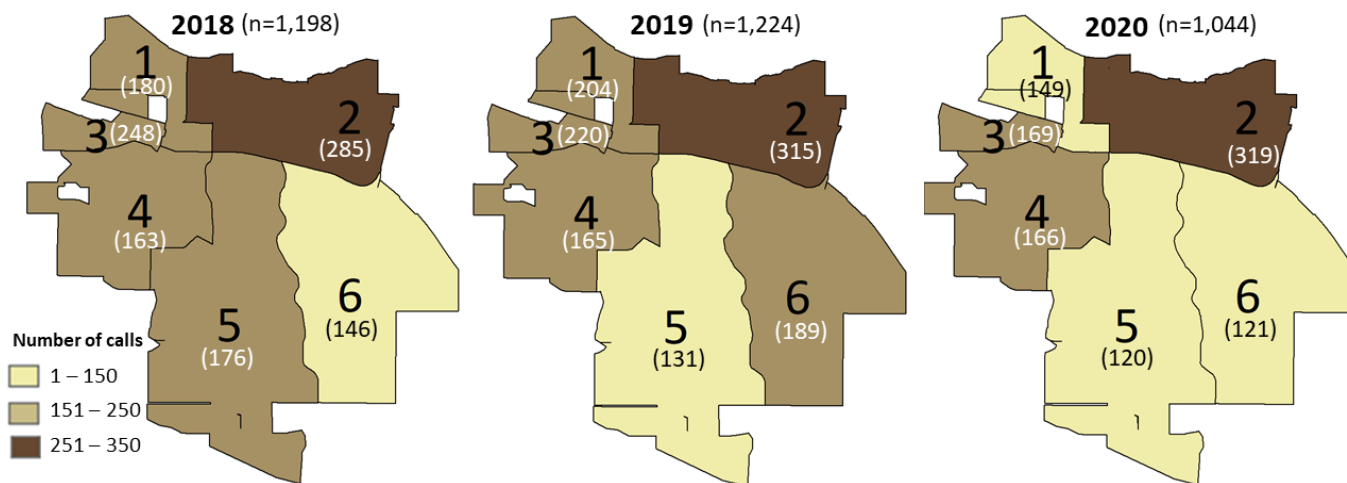


Figure 4 The change in the number of low-level homelessness-related calls by police beat over time

Source: Antioch Police Department Data, 2018 - 2020

The Percentage of Low-level Homelessness-related Calls by Police Beat in 2020

The percentage of low-level homelessness-related calls varies by police beat. Except for police beat #2, each beat received a relatively equal volume of low-level calls for service, as shown in Figure 5. In 2020, one in three low-level homelessness-related calls were dispatched to officers serving police beat #2, the highest volume of low-level calls at 30% and 35%. The presence of homeless encampments on the railroad next to the Animal Clinic on A Street falls under the service area of police beat #2 explains this pattern.

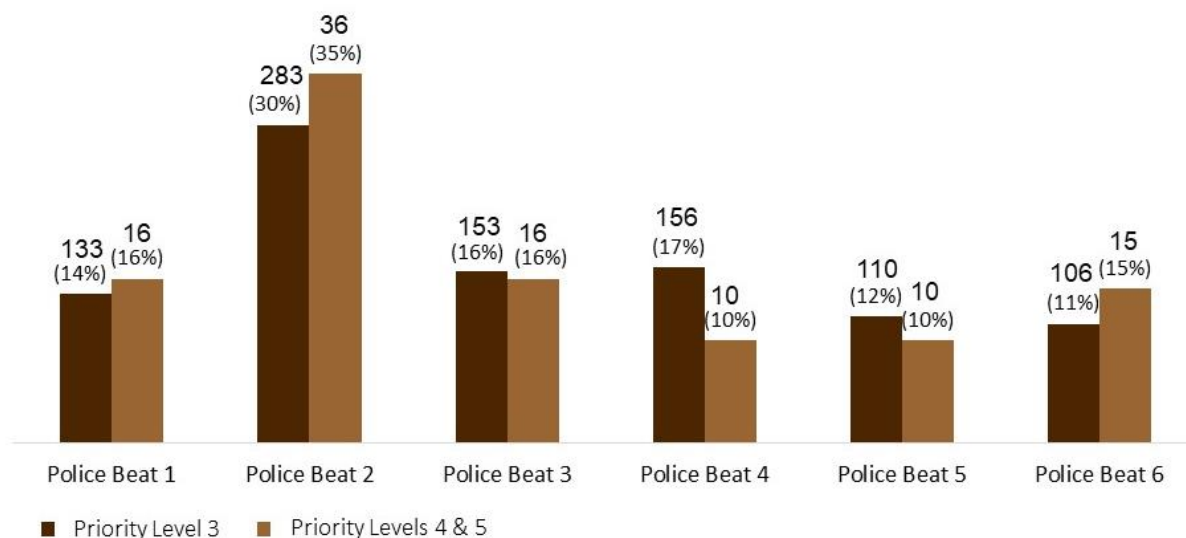


Figure 5 Low-level homelessness-related calls by police beat in 2020 (n=1,044 events)

Source: Antioch Police Department Data, 2020

Mental Health and Drug-related (5150-HSOO) Calls

The Percentage of 5150-HSOO Calls by Priority Level and Response Time in 2020

All low-level mental health and drug-related calls were assigned either priority level 2 or 3. Most calls coded for mental health and drug use were classified as urgent as those calls might pose a danger to self or others or that the person is dangerously disabled. Overall, the response time for priority level 2 calls is faster compared to priority level 3 calls. In 2020, almost a quarter (23%) of priority level 3 calls have response time under 10 minutes, while a third (34%) received a responder within 30 minutes from making a call. Only 5% of urgent (priority level 2) calls have 60+ minutes response time. However, one in every five priority level 3 calls received a responder within 60+ minutes at 20%.

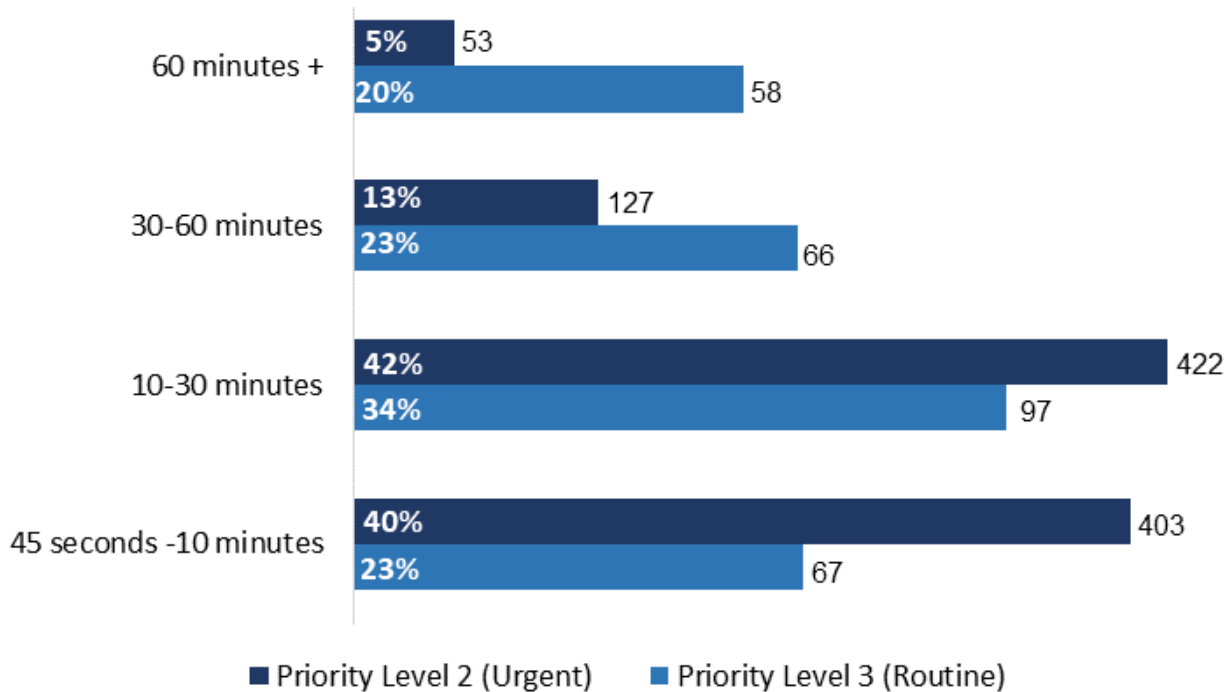


Figure 6 Mental health/drug-related calls by response time and priority level (n=1,293 events)

Source: Antioch Police Department Data, 2020

The Change in the Number of Low-level Mental Health/Drug-related Calls by Police Beat, 2018 - 2020

Overall, in 2020, APD received 1,381 mental health and drug-related calls; 1,052 were assigned priority level 2 (urgent), and 329 were considered priority level 3. The number of mental illness and drug-related calls dispatched to officers serving police beat #1 has been relatively steady between 2018 and 2020. Although it is the smallest in the area served, police beat #3 constantly received the highest number of calls for mental health and drug-related issues each year. In one year span, from 2019 to 2020, the volume of calls dispatched to police beat #6 decreased by half from 100 to 49 calls. It is worth noting the impact of COVID and shelter in place that makes it hard to demonstrate a year-to-year comparison.

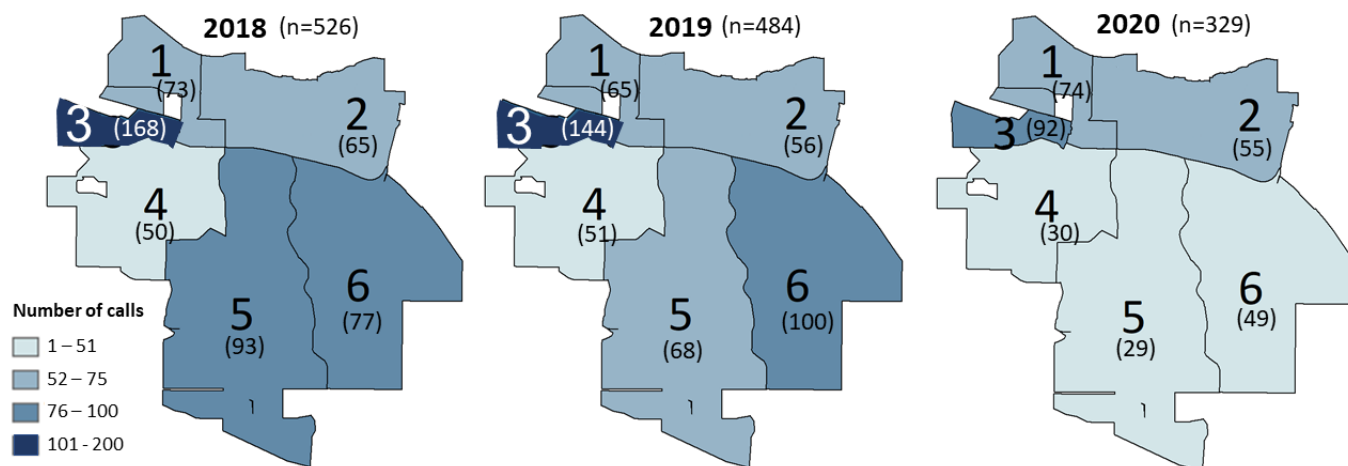


Figure 7 The change in the number of low-level mental health and drug-related calls by police beat over time

Source: Antioch Police Department Data, 2020

The Percentage of Low-level Mental Health/Drug-related Calls by Police Beat in 2020

The number of low-level mental health and drug-related calls varied by police beat; however, police beat #3 received the highest number of calls at 28%. In 2020, police beat #1 came second to police beat #3 in the number of dispatched calls. One in every three calls received was dispatched to police beat #3, and one in five calls was dispatched to police beat #1. Police beat #4, and #5 received only 9% of the total calls.

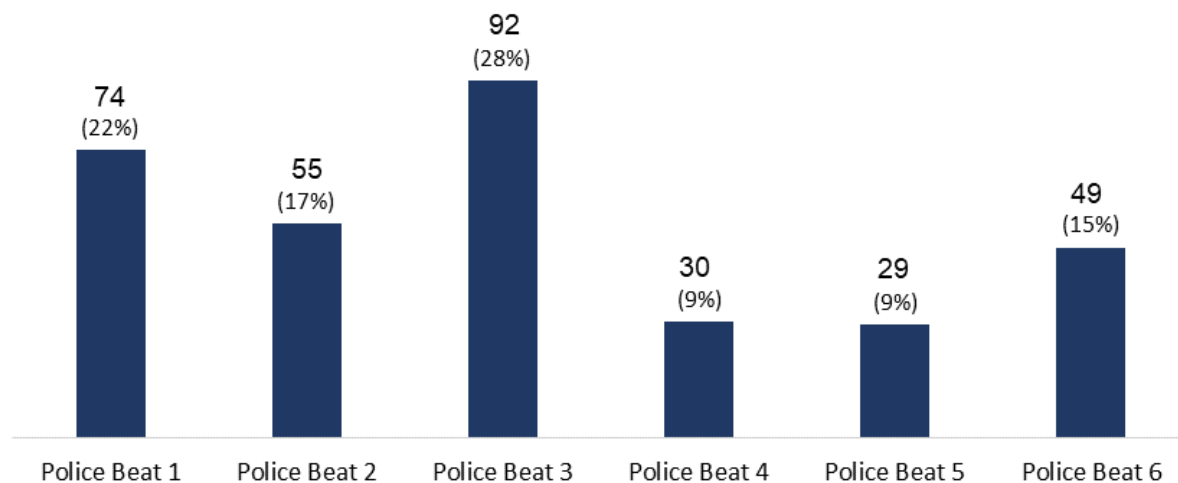


Figure 8 Low-level mental health and drug-related calls by police beat in 2020 (n=329)

Source: Antioch Police Department Data, 2020

Data Recommendations

Data-Specific Recommendations

Community Responders to Collect Demographic Information for Low-Priority Level Calls for Service

A demographic-informed system allows dispatching responders who share the same ethnic background, language, and cultural values with callers. Collecting demographic information will ensure the community response system meets the community's needs. APD collects demographic information such as race, gender, and age, only if the incident results in a police report. Our study suggests that community responders collect demographic information from callers assigned with a priority level 4 or 5 (and level 3 calls if diverted to a community responder). Below are a few ways to gather baseline demographic information such as age, gender, race/ethnicity, and language (if possible):

- Before electronically dispatching a call file to the police or fire department, dispatchers enter priority level, call type, call code, and descriptive notes into the call file. Call files are lined up in queue based on the priority level. When diverting a call to the community response system, the call taker can collect basic demographic information from callers.
- Adopt a deferral practice to instruct callers assigned with a priority level 4 or 5 to fill out a self-reporting form on the spot or through a call-back number.
- Contingent on funding and feasibility, the model can use machine learning with voice analysis technology to help identify age, gender, and race. Machine-learning-based programs offer real-time data collection to capture demographics and other data points that are hard to gather using traditional means of data collection. Research demonstrated that predicting gender had the highest accuracy while predicting race and age were 90% accurate. A human verification process can supervise the machine learning identification for some random calls.

This demographic-informed system will ensure the delivery of an appropriate response to each call, minimizing unnecessary interaction with law enforcement for lower-priority level calls. It also provides a reporting system that can be used to measure how population subgroups are served.

Use Geocoding to Identify Future Hub Facility

In addition to machine-identified demographics, technology support can help identify the best location for a community-based response facility. Geocoding is the process of translating street addresses into geographic latitude and longitude coordinates for accuracy. To identify the location of each call, APD collects the street and cross street. Using geographic information systems, a Hot Spot Analysis can help identify the potential site(s) to house the pilot in close proximity to areas with the highest volume of calls to reduce the response time.

Capture Frequent Callers: An Opportunity to Follow-up on Services and Increase Trust

Each call is mutually exclusive in the current APD data system; it is impossible to identify incidents associated with a frequent caller. Capturing frequent callers allows adopting a preventive approach through instituting a long-term follow-up program and a communication strategy to increase trust. Previous research shows that it is critical to understand the frequent caller population and assess what factors contribute to –and ultimately prevent– future calls. For example, identifying frequent callers can prevent a crime from happening, a suicidal attempt, self-harm, and domestic and interpersonal violence incidents over time.

Improve Counting Mental Health and Homelessness-related Calls for Service

It is challenging to identify calls for mental health or homelessness-related issues through the Computer Aided Dispatch (CAD) system. Call types in CAD reflect the primary reason for calling but may not capture calls where individuals involved are experiencing mental health issues or homelessness. APD does not have a specific call

type to assign for those calls. For example, keyword searches for the terms: Transient, Homeless, Camp, and Trespass were used to extract calls that fit the homelessness category. This method may have resulted in an undercount of those calls. The data captured in this study is hence representative of this population but is not exclusive. It is recommended to examine methodologies from similar models to improve counting low-level emergency calls to expand the range beyond mental health-related calls.

Advance Data Quality: Calls Coding to Inform Re-coding

Understanding the landscape of police calls for service provides community responders the chance to provide services based on the community's needs and challenges. Currently, APD has about 132 codes for police calls for service. The coding convention is complex and is based on the dispatcher's assessment. It was challenging to re-code calls under user-friendly categories during the time frame and scope of this project; it is difficult to determine if the current coding protocol is adequate or effective. A user-friendly coding system is important for analysis purposes. It is recommended to organize a series of data discovery sessions that engage all data personnel to understand the existing coding system and improve data quality at scale over time.

Identify A Third-party Data Team

For decades, data personnel worked in silos, each in their data-specific expertise. The goal of setting a data team is to drive an exceptional data-informed experience to empower the community and stakeholders. Collecting baseline data is key to measuring progress and improving the program. The police data requires a heavy technical workload to provide easy-to-understand data products. That being said, a third party can house and staff APD's data procedures. The RFP/RFP document can detail the third-party qualifications. The skillset of the data team must combine coding, analytical, and communication skills, all with a social science background. Contingent on funding, the data team, can involve a data analyst, a data manager, and a communication specialist. Tasks of the data support team include:

- Develop calls metadata. Metadata is data about data; metadata improves each data point with descriptive information that makes data easier to find and analyze.
- Assist in developing data-sharing agreements and MOUs to streamline information-sharing.
- Frequently collect police data and identify data needs and gaps. Things change; data changes too!
- Disaggregate data by race, gender, and age when possible.
- Transform data beyond static reports into user-friendly visuals and dashboards using social math and data storytelling.
- Communicate data-informed findings with stakeholders and the public.
- Track findings, issues, requests, and actions called for by stakeholders.



Figure 9 The skillset of the data support team

Enhance Information Sharing and Stakeholders' Engagement

Access to data provides insight into the caller's history of interactions with law enforcement and can inform community responders on the need for adequate services for specific population subgroups. The RFQ/RFP document can detail the components of the data-sharing agreements and identify stakeholders to engage in the process.

Identify Data-informed Performance Measures

Performance measures are set forth through collecting, analyzing, and reporting information about the program implementation. Data used to measure performance can be quantitative, such as police data, or qualitative, like surveys and interviews. Performance measures must align with the program's overarching SMART goals (an example is below). Measuring success needs to be community-driven. For example, performance measures should reflect defining success in a way that is specific to the community.

EXAMPLE

S pecific	Reduce the reliance on law enforcement by diverting low-level calls to community responders
M easurable	Change in number of officers dispatched to respond to low-level mental health-related calls
A ttainable	5% reduction in calls resulting in a closing case due to officers responding to low-level calls
R elevant	Provide a societal support system for individuals suffering from mental health issues in Antioch
T ime-bound	June 2022 to December 2022

In the context of data availability, an example of short and long-term performance measures is below:

Short Term

- A decrease in the number of low-level mental health-related calls by police beat.
- An increased community satisfaction.
- A reduction in the response time to low-level mental health-related calls.
- An increase in the number of hired community responders.

Long Term

- A drop in the dollar amount spent on dispatching police officers to respond to low-level calls.
- A decrease in the number of low-level mental health-related calls through the 911 system.
- A decline in the number of low priority level calls that result in arrests.
- An increase in funding/diversity of services provided to callers with low-level priority needs.

Conclusions

Conclusions

This DNA analyzed the landscape of the calls for service dispatched to APD and conducted a literature review of topics relevant to police data and community response models. The police department shared sufficient data on the police calls for service received between 2018 and 2020. This data-driven effort will provide a more appropriate community response, including referrals, enabling law enforcement to focus on higher acuity calls and crimes. This data-driven effort will also minimize unnecessary interactions with law enforcement. The DNA also informs the development of an RFQ/RFP document to implement a community response model tailored to meet Antioch's community challenges and needs to respond to non-life-threatening calls for service.

The DNA analyzes three APD datasets: mental health/drug-related, homelessness-related, and case reports. Data on case reports demonstrate the advancement from a call for service to a case. In 2020, APD received 1,373 low-level calls for mental health/drug-related and homelessness-related issues. The range of low-level calls extends beyond the mental health/drug and homelessness-related calls. This study looked at these specific examples of calls because they are accessible subsets of low-level calls.

APD maintains 132 closing class categories to define the types of calls and five priority levels: emergency (priority level 1), urgent (priority level 2), routine (priority level 3), and informational (priority levels 4 and 5). Of the five priority levels, we identified levels 4 and 5 as potential calls for service to receive an alternative community-based response.

We acknowledge the inherited mistrust in program(s) that do not meet the community's safety needs. Communities endure programs fatigue and do not aspire to see another program that duplicates the efforts and still does not accomplish the intended impact. The need here arises to incorporate a community education component about what differentiates this pilot. We also acknowledge that some communities are harder to reach than others due to language, culture, or other barriers. Engaging faith-based institutions and credible organizations in community outreach and education can help reach vulnerable population subgroups, increase trust, and achieve measurable impact.

One of the classic concerns in police response is the lengthy response time or the no-show in some cases. There is an opportunity to decrease the response time for low-level calls if dispatched to nearby community responders. Additionally, some minor adjustments do not require policy changes or funding but can help boost the pilot. For example, down the road, adding a screening question to some calls, such as: "Do you need an officer in the scene?" can help filter out additional low-level calls to dispatch to close-by community responders and reduce the response time.

Lastly, this report helps identify the next steps towards the program implementation, such as:

- Coordinate with Contra Costa County to look at county-wide service providers and county-level data on 211 and 311 calls for service,
- Develop the RFQ/RFP document,
- Design a survey at kickoff and a six-month mark of implementation to measure progress, and lastly
- Retain an external evaluator to identify the program's SMART goals, performance measures and recommend immediate adjustments.

Appendix A

Coding Convention of Cases

Cases Coding
290C: 290 COMPLIANCE CHECKS
ACCF: TRAFFIC ACCIDENT FATAL
ACCI: TRAFFIC ACCIDENT W/INJURY
ACCN: TRAFFIC ACCIDENT NO INJURY
ACCP: TRAFFIC ACCIDENT PRIVATE PROP
AIDE: FIRST AID CALL
AIDX: 51-50
ANML: ANIMAL CALLS
ARSO: ARSON - 451 PC
ASLA: ASSAULT, AGRAVATED - 245 PC
ASLS: ASSAULT, SIMPLE - 243 PC
ATMC: ANTIOCH MUNI CODES
AUTR: AUTO RECOVERED - STOLEN
AUTS: AUTO STORED
AUTT: AUTO THEFT - 10851 VC
AUTT: AUTOMATIC DRILLING MACHINES INC
BURA: BURGLARY AUTO - 459A PC
BURB: BURGLARY BUSINESS - 459 PC
BURG: BURGLARY GARAGE OF RESD - 459 PC
BURO: BURGLARY OTHER - 459 PC
BURO: BURRITO (SEE VMA/J.C. PENNEY)
BURR: BURGLARY RESIDENCE - 459 PC
BURS: BURGLARY SHED/STORAGE UNIT - 459PC
CABU: CHILD ABUSE
CANC: CAN-CAR INC
CANC: CANCEL CALL
CARJ: CAR JACKING
CCKS: CHECK FRAUD AND FORGERY CASES
CCRD: CREDIT CARD/ ATM FRAUD
CITE: CITATION/TRAFFIC
CIVI: CIVIL CALLS
CTFT: COUNTERFEIT CHECKS/CURRENCY
DISC: DISORDERLY CONDUCT - 415 PC
DRUN: DRUNK IN PUBLIC - 647F PC
DUIF: DRUNK DRIVER FEL

DUIX: DRUNK DRIVER MISD 23152 VC
EMBZ: EMBEZZLEMENT
EXPO: INDECENT EXPOSURE - 314 PC
FIDA: ASSIST FIRE/AMBULANCE
FINF: FIRE INFO
FORG: FORGERY OTHER THAN CHECK FORGERY
FRAU: FRAUD OTHER THAN CHECK FRAUD
HATE: HATE CRIME
HAZM: HAZ MAT CALL
HOMI: HOMICIDE-MANSLAUGHTER - 187 PC
HSOO: HEALTH AND SAFETY - NOT NARC
KIDN: KIDNAPPING - 207 PC
LOIT: LOITERING-SOLICITING-PEDDLING
MALM: VANDALISM- 594 PC
MARP: POSS MARIJUANA 11357 HS/B & C ONLY
MISA: MISSING PERSON - ADULT
MISJ: MISSING PERSON - JUV (NOT A RUNAWAY)
MSDS: MISC DISTURBANCE NOT 415 PC
MSIN: MISC INFORMATION
MSNF: MISC NOTIFICATION
MSOA: MISC OUTSIDE ASSIST
MSWC: MISC WELFARE CHECK
NARC: NARCOTICS VIOLATIONS
OAFC: FAMILY AND CHILDREN OFFENSES
PCOO: PENAL CODE - ALL OTHER
PHON: ANNOYING PHONE CALLS-653M PC
PROB: PROBATIONS SEARCH
PROF: FOUND PROPERTY
PROL: LOST PROPERTY
PROM: POSSIBLE SHOTS HEARD
PROM: PROMARK PRODUCTS CORP.
PROO: PAROLE/PROBATION VIOLATIONS
PROP: PROPERTY STOLEN - 496 PC
PROW: PROWLER- 10-70
RAPE: RAPE AND ATTEMPT - 261 PC
RECK: RECKLESS DRIVING - 23103 VC
REGS: REGISTRATION-SEX/NARC/ARSON
REST: RESTRAINING/COURT ORDER VIOLATIONS
ROBB: ROBBERY AND ATTEMPTS
RUNJ: RUNAWAY JUVENILE

SEX: SEX OFFENSES EXCEPT 314 PC
SUPP: Supplemental Report/All Types
SUSC: SUS CIRM - PERSON/AUTO/ALL
THGR: THEFT - GRAND - 487 PC
THID: IDENTITY THEFT CASES
THOF: THEFT - PETTY - 488 PC
THRX: THREATS AGAINST PERSONS
TRES: TRESPASSING - 602 PC
VCOO: VEHICLE CODE - OTHERS
WEPN: WEAPONS VIOLATIONS
WIOO: WELFARE AND INSTITUTION VIOLATIONS
WONT: WONT FIT ANYWHERE ELSE
WRAN: WARRANT - HELD BY APD
WRNO: OUTSIDE WARRANT

Appendix B

Methodology and Compliance

This DNA is part of a multi-method process to implement a program to address non-emergency calls using well-trained community respondents in Antioch. The methodology includes a literature review and quantitative and qualitative research methods. The literature review looked at topics relevant to police data and community response models. Quantitative methods analyzed APD data. Recognizing that further analyses and contextual data points are helpful, the study solely focused on Antioch. We started with extracting all APD calls for service for calendar years 2018-2020 via the Computer Aided Dispatch (CAD) from the City of Antioch's server. We removed duplicate calls, and calls for service APD did not respond to due to the nature of the call not requiring a police response. We focused on calls handled by field personnel, both community and officer initiated. After initial review and compliance with the APD coding convention, we kept the 132 call types and the five priority levels APD uses. To the best of our capacity, we looked at much broader call types, but we identified two types of calls to analyze: mental health/drug-related and homelessness-related. A breakdown by police beat and response times is also illustrated. Once a call develops into a case, a caller may -or not- become a victim, suspect, or in some cases, an arrestee. Data on case reports of victims and arrestees is disaggregated by race.

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Summary of Antioch Community 911 Survey Responses

Highlights from the 911 Survey in Antioch



Some calls to 911 and the City's non-emergency number are for situations that do not need a police officer to respond. In July 2021, the City of Antioch and Urban Strategies Council (USC), a not-for-profit social justice organization, began the process for designing a program to address non-emergency calls using well-trained community respondents.

Throughout September 2021, USC collected over 500 surveys from Antioch residents. This survey aims to understand the needs from the voice of the people impacted by the 911 system. Findings will inform developing a new community-based response system that better serves residents and enables first responders to focus on crimes and medical emergencies.

Highlights

80% interacted with Antioch emergency services

24% resulted in hospitalization

13% called for a homelessness-related situation

6% of calls resulted in arrests

17% called for a mental health/drug-related situation

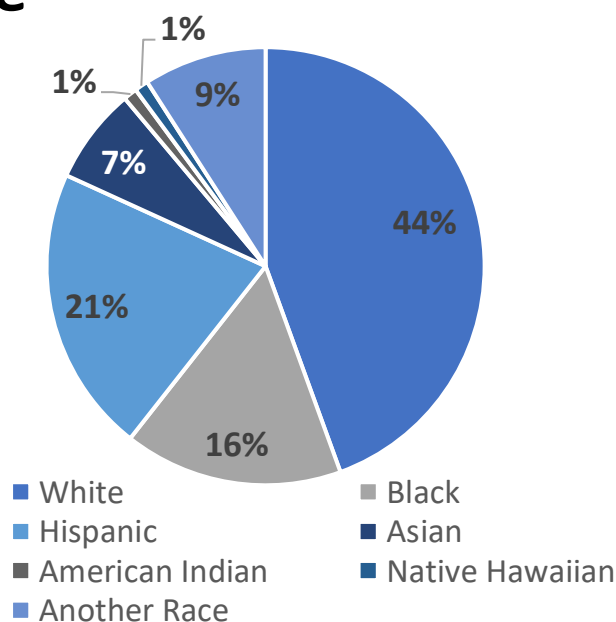
28% decided not to call 911

44% of survey participants called for a non-emergency situation

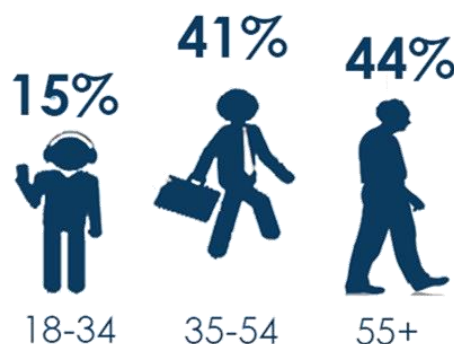
72% of survey participants support the decision to develop a community-based response system for 911 non-emergency calls

Who Participated

Race



Age

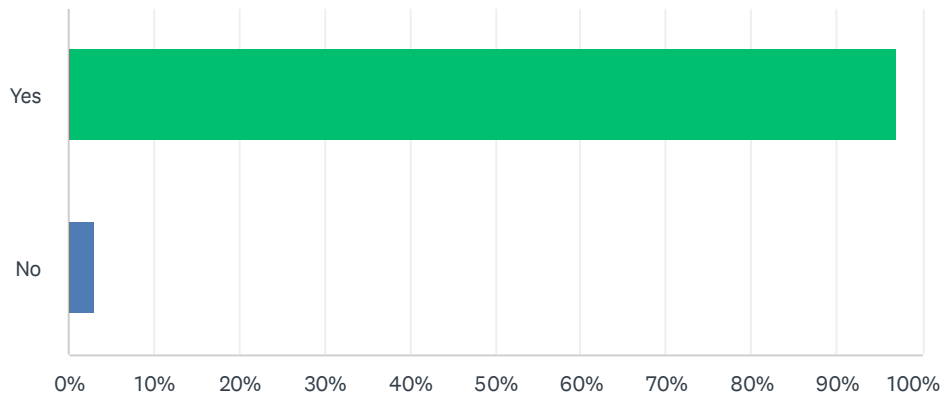


Gender



Q1 Do you live in Antioch?

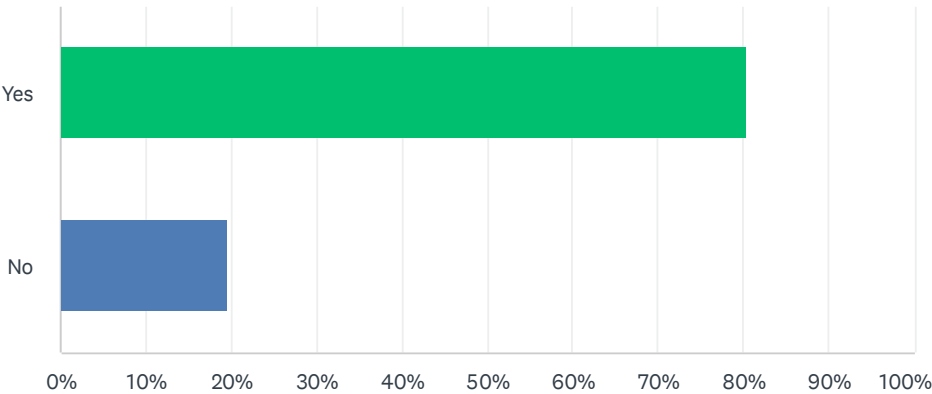
Answered: 495 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	96.97%	480
No	3.03%	15
TOTAL		495

Q2 Have you called or interacted with the emergency services (Police, Firefighters, Paramedics, etc.)?

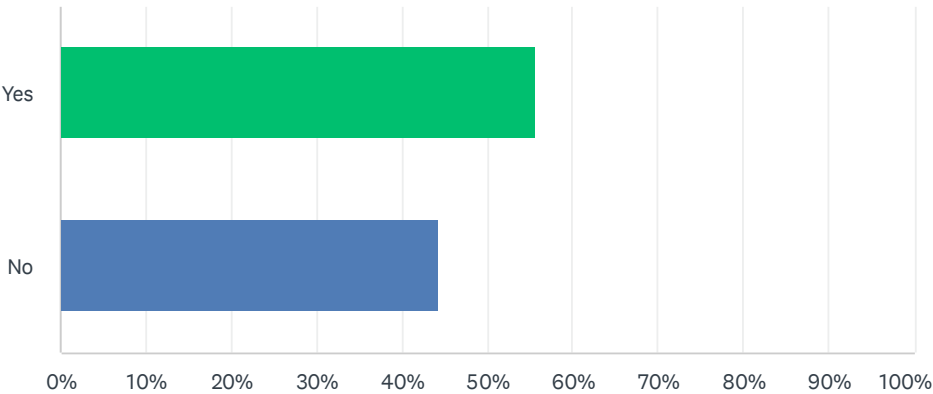
Answered: 493 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	80.32%	396
No	19.68%	97
TOTAL		493

Q3 Was your call for an emergency situation?

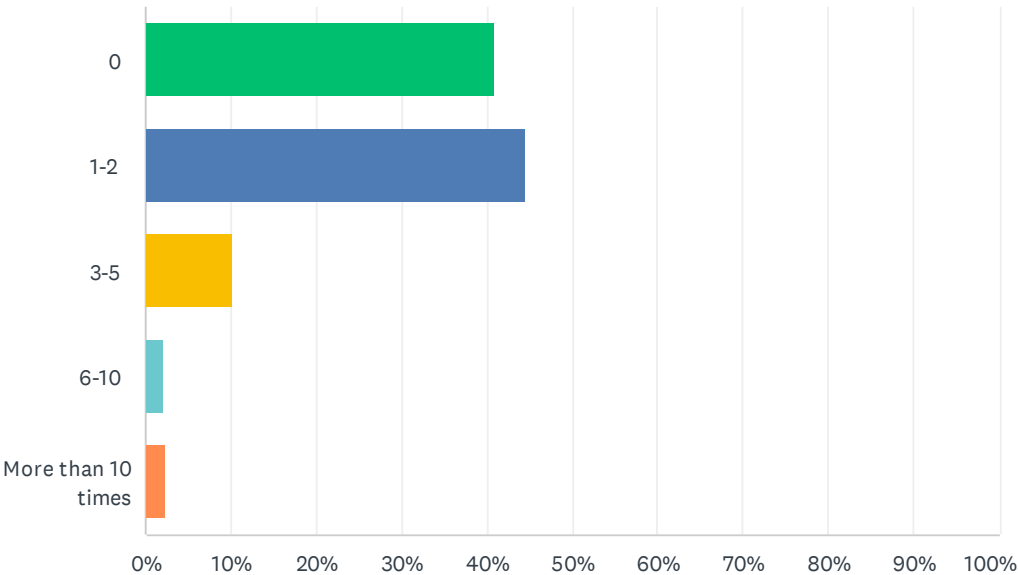
Answered: 462 Skipped: 33



ANSWER CHOICES	RESPONSES	
Yes	55.63%	257
No	44.37%	205
TOTAL		462

Q4 How many times have you called the emergency system in the last 12 months?

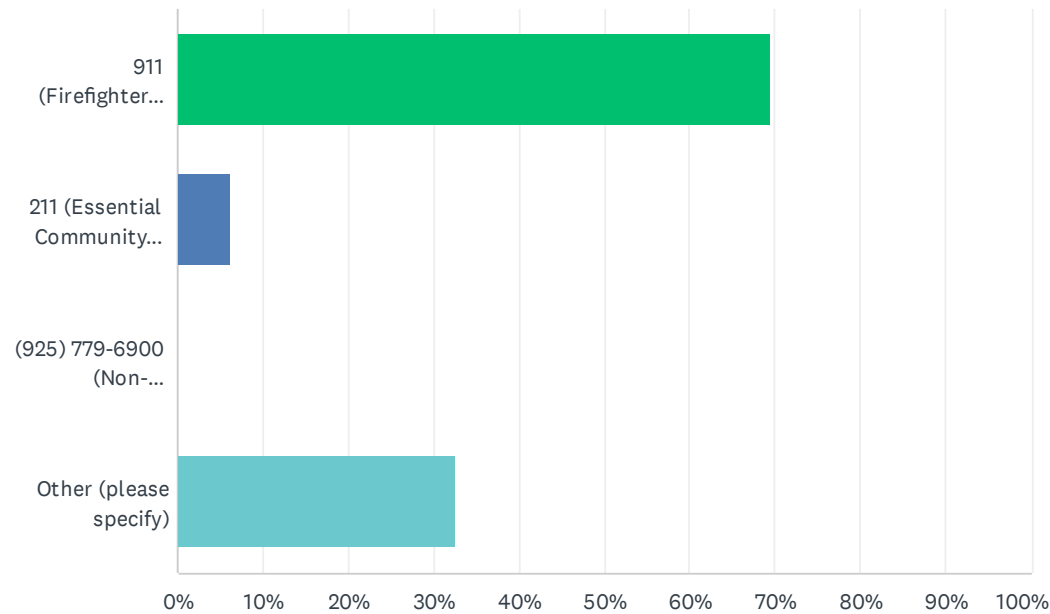
Answered: 487 Skipped: 8



ANSWER CHOICES	RESPONSES	
0	40.86%	199
1-2	44.56%	217
3-5	10.27%	50
6-10	2.05%	10
More than 10 times	2.26%	11
Total Respondents: 487		

Q5 What number(s) did you call? Mark all that applies

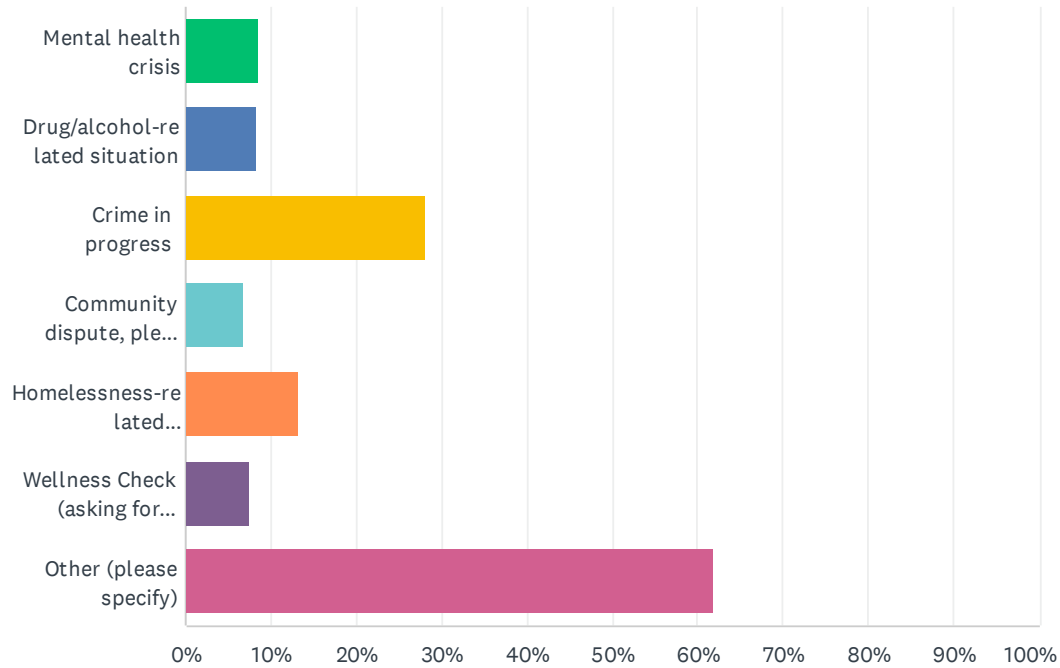
Answered: 341 Skipped: 154



ANSWER CHOICES	RESPONSES	
911 (Firefighters, Paramedics, Police)	69.50%	237
211 (Essential Community Services)	6.16%	21
(925) 779-6900 (Non- emergency)	0.00%	0
Other (please specify)	32.55%	111
Total Respondents: 341		

Q6 What was the reason for calling?

Answered: 338 Skipped: 157



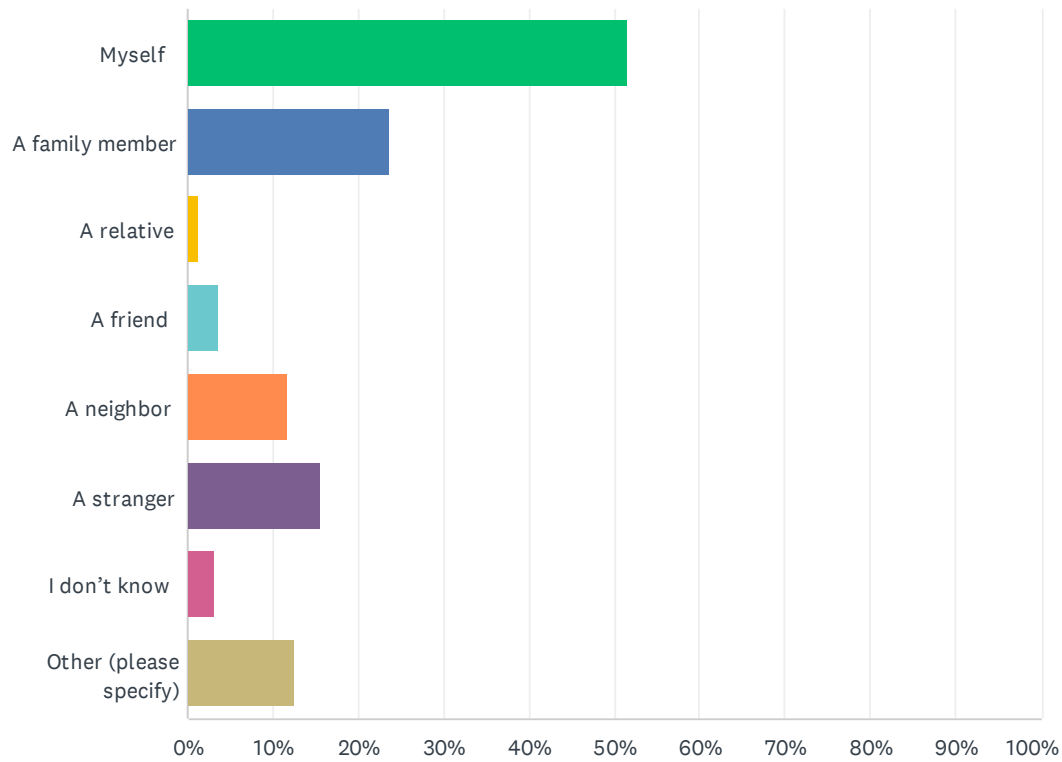
ANSWER CHOICES	RESPONSES	
Mental health crisis	8.58%	29
Drug/alcohol-related situation	8.28%	28
Crime in progress	28.11%	95
Community dispute, please explain	6.80%	23
Homelessness-related situation, please explain	13.31%	45
Wellness Check (asking for someone other than yourself)	7.40%	25
Other (please specify)	61.83%	209
Total Respondents: 338		

Q7 Please provide some details about the incident

Answered: 272 Skipped: 223

Q8 I called for:

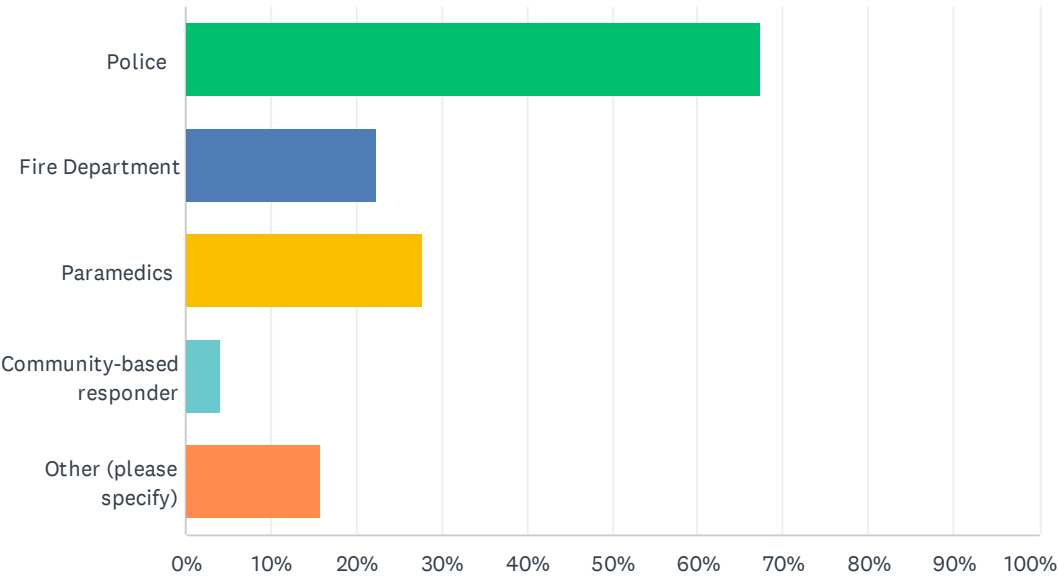
Answered: 341 Skipped: 154



ANSWER CHOICES	RESPONSES	
Myself	51.61%	176
A family member	23.75%	81
A relative	1.17%	4
A friend	3.52%	12
A neighbor	11.73%	40
A stranger	15.54%	53
I don't know	3.23%	11
Other (please specify)	12.61%	43
Total Respondents: 341		

Q9 Who responded? Mark all that applies

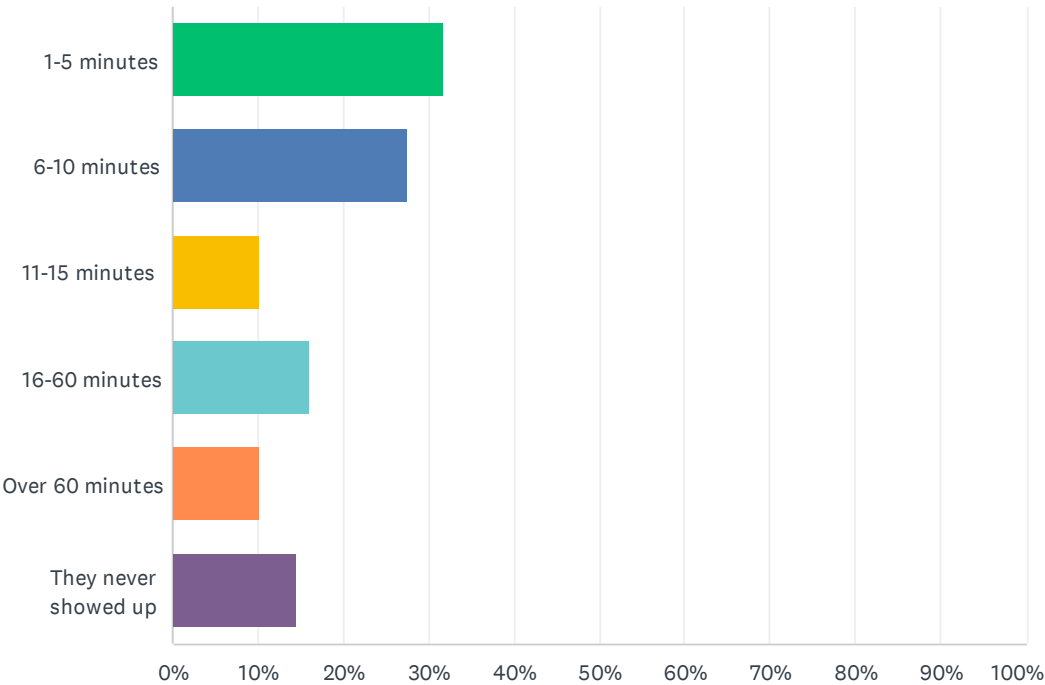
Answered: 318 Skipped: 177



ANSWER CHOICES	RESPONSES	
Police	67.30%	214
Fire Department	22.33%	71
Paramedics	27.67%	88
Community-based responder	4.09%	13
Other (please specify)	15.72%	50
Total Respondents: 318		

Q10 How long did it take first responders to arrive?

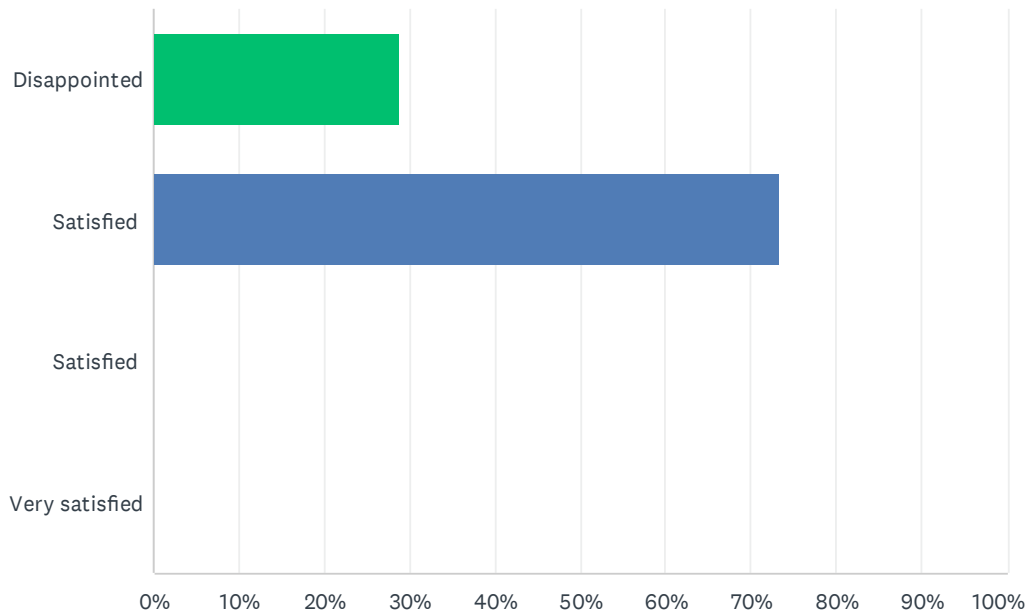
Answered: 305 Skipped: 190



ANSWER CHOICES	RESPONSES	
1-5 minutes	31.80%	97
6-10 minutes	27.54%	84
11-15 minutes	10.16%	31
16-60 minutes	16.07%	49
Over 60 minutes	10.16%	31
They never showed up	14.43%	44
Total Respondents: 305		

Q11 How do you feel about the way the responders handled the situation?

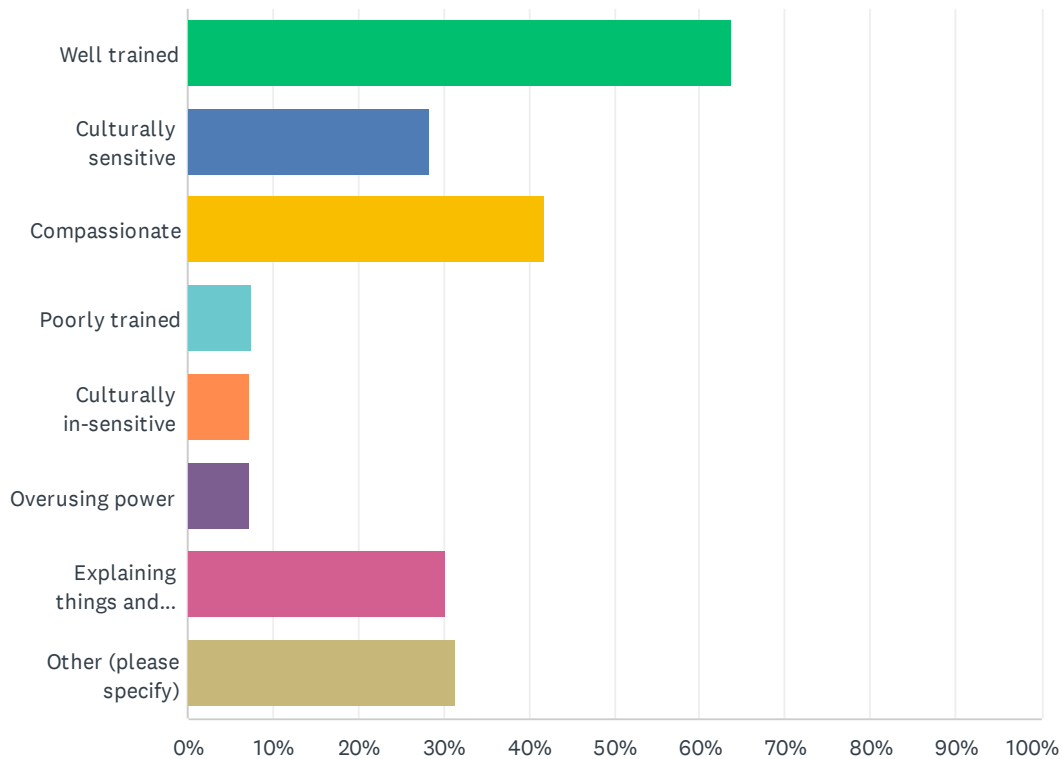
Answered: 312 Skipped: 183



ANSWER CHOICES	RESPONSES	
Disappointed	28.85%	90
Satisfied	73.40%	229
Satisfied	0.00%	0
Very satisfied	0.00%	0
Total Respondents: 312		

Q12 Did you feel the officers or responders were: Mark all that applies

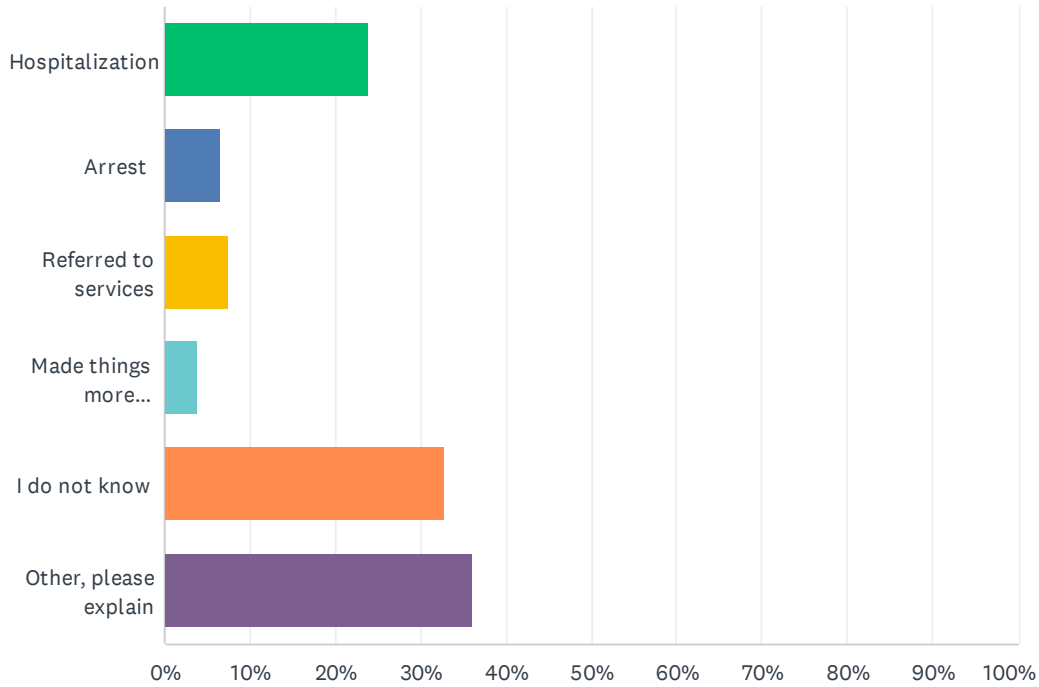
Answered: 318 Skipped: 177



ANSWER CHOICES	RESPONSES	
Well trained	63.84%	203
Culturally sensitive	28.30%	90
Compassionate	41.82%	133
Poorly trained	7.55%	24
Culturally in-sensitive	7.23%	23
Overusing power	7.23%	23
Explaining things and answering questions clearly	30.19%	96
Other (please specify)	31.45%	100
Total Respondents: 318		

Q13 What was the result of your call?

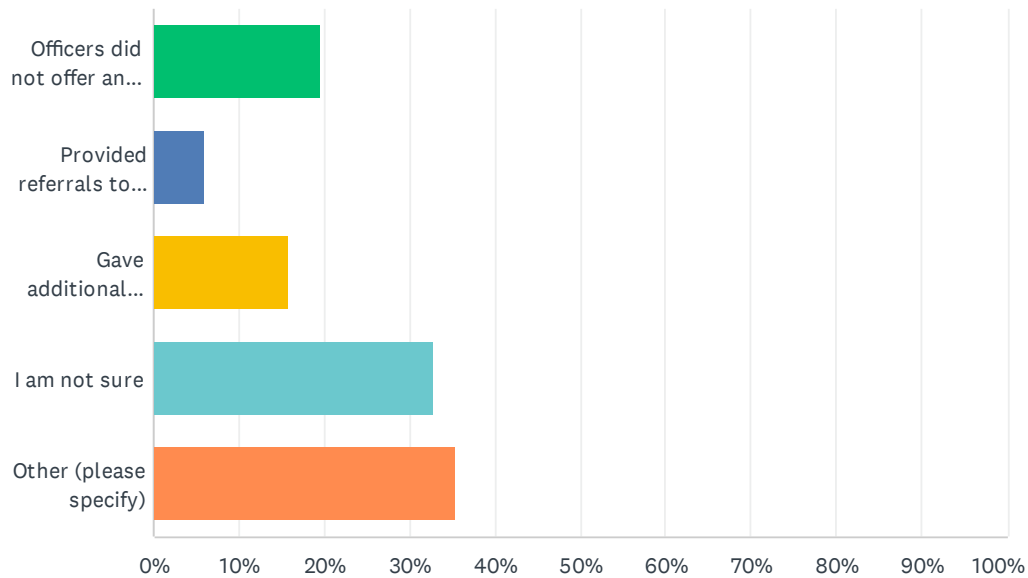
Answered: 292 Skipped: 203



ANSWER CHOICES	RESPONSES	
Hospitalization	23.97%	70
Arrest	6.51%	19
Referred to services	7.53%	22
Made things more complicated	3.77%	11
I do not know	32.88%	96
Other, please explain	35.96%	105
Total Respondents: 292		

Q14 How did the responders offer help? Mark all that applies

Answered: 286 Skipped: 209



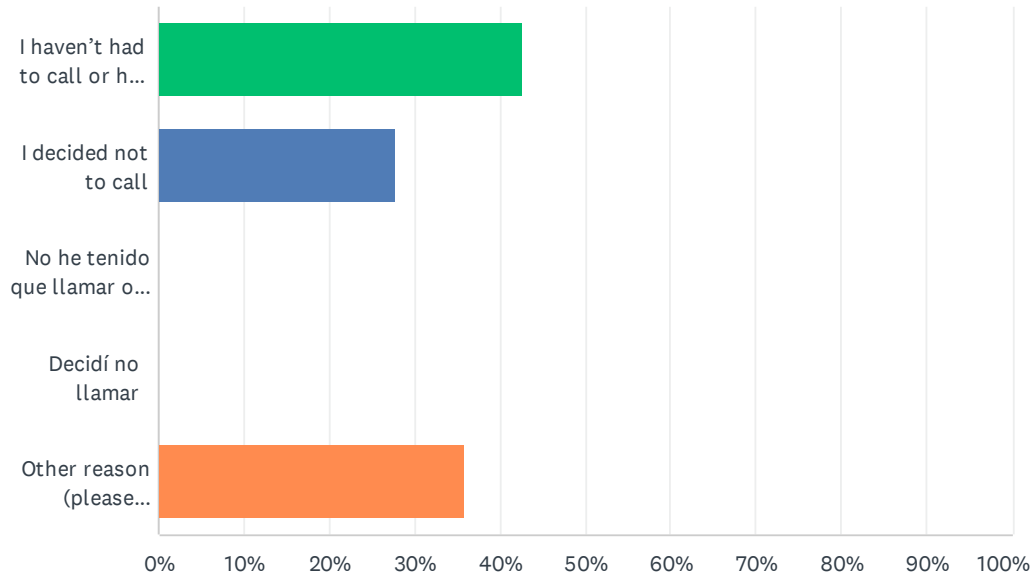
ANSWER CHOICES	RESPONSES	
Officers did not offer any help	19.58%	56
Provided referrals to an aftercare service or facility	5.94%	17
Gave additional resources that could help the situation	15.73%	45
I am not sure	32.87%	94
Other (please specify)	35.31%	101
Total Respondents: 286		

Q15 How could the officers or responders have been more helpful?

Answered: 185 Skipped: 310

Q16 If you have not interacted with first responders or called 911 was it because:

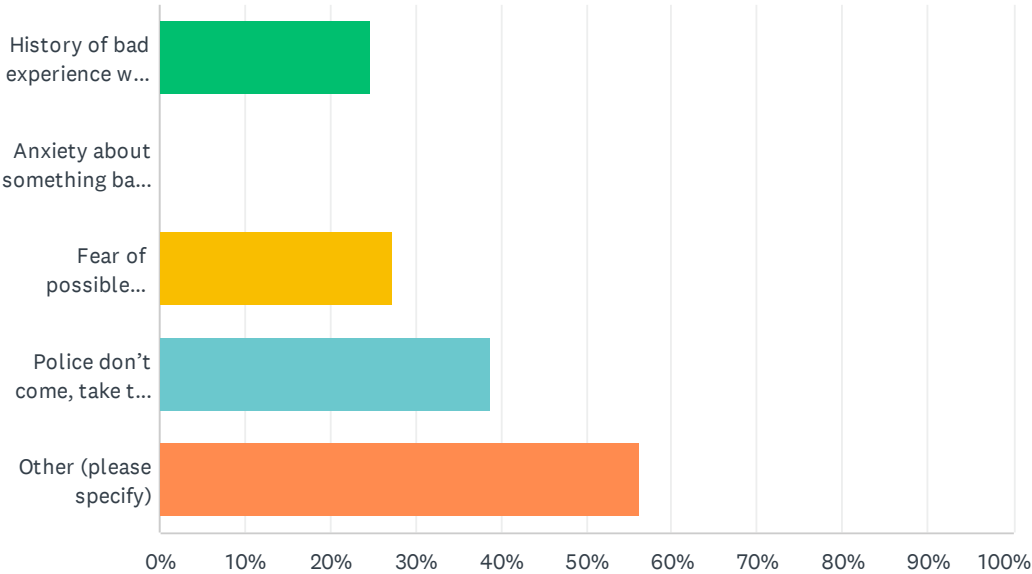
Answered: 148 Skipped: 347



ANSWER CHOICES	RESPONSES	
I haven't had to call or had no interaction	42.57%	63
I decided not to call	27.70%	41
No he tenido que llamar o no he tenido interacción	0.00%	0
Decidí no llamar	0.00%	0
Other reason (please specify)	35.81%	53
Total Respondents: 148		

Q17 I decided NOT to call the 911 system because of:

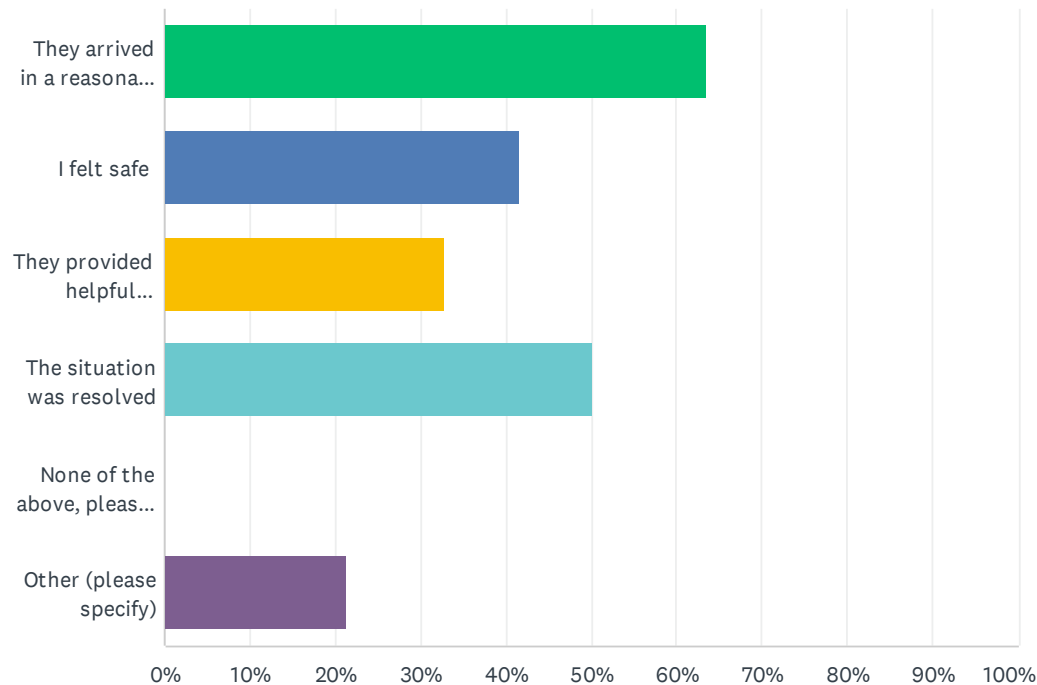
Answered: 121 Skipped: 374



ANSWER CHOICES	RESPONSES	
History of bad experience with the police	24.79%	30
Anxiety about something bad happening	0.00%	0
Fear of possible negative experience with the police	27.27%	33
Police don't come, take too long	38.84%	47
Other (please specify)	56.20%	68
Total Respondents: 121		

Q18 What went well? Mark all that applies

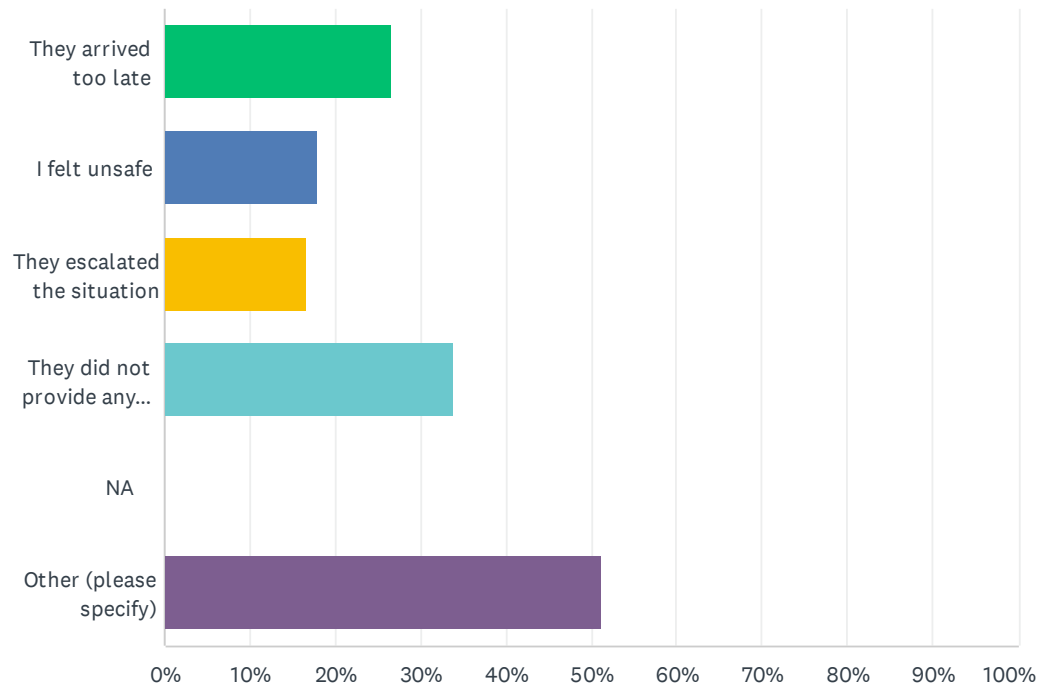
Answered: 238 Skipped: 257



ANSWER CHOICES	RESPONSES	
They arrived in a reasonable amount of time	63.45%	151
I felt safe	41.60%	99
They provided helpful information	32.77%	78
The situation was resolved	50.00%	119
None of the above, please explain	0.00%	0
Other (please specify)	21.43%	51
Total Respondents: 238		

Q19 What did not go well? Mark all that applies

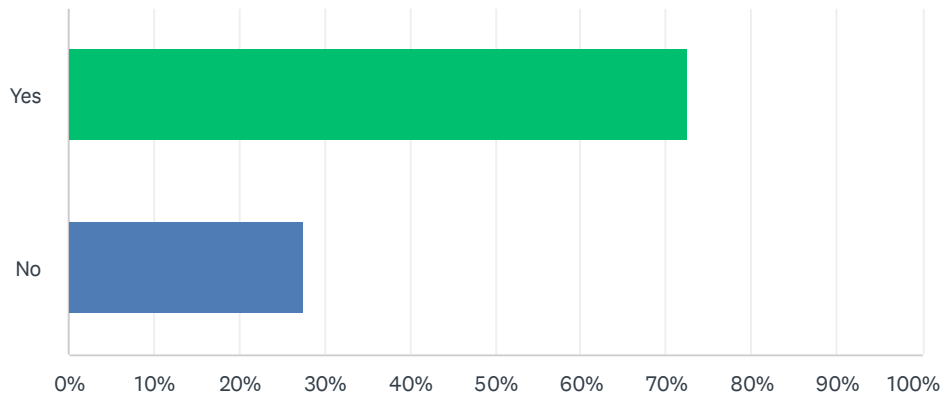
Answered: 139 Skipped: 356



ANSWER CHOICES	RESPONSES	
They arrived too late	26.62%	37
I felt unsafe	17.99%	25
They escalated the situation	16.55%	23
They did not provide any information	33.81%	47
NA	0.00%	0
Other (please specify)	51.08%	71
Total Respondents: 139		

Q20 Do you support the decision to develop a community-based response system for 911 non-emergency calls?

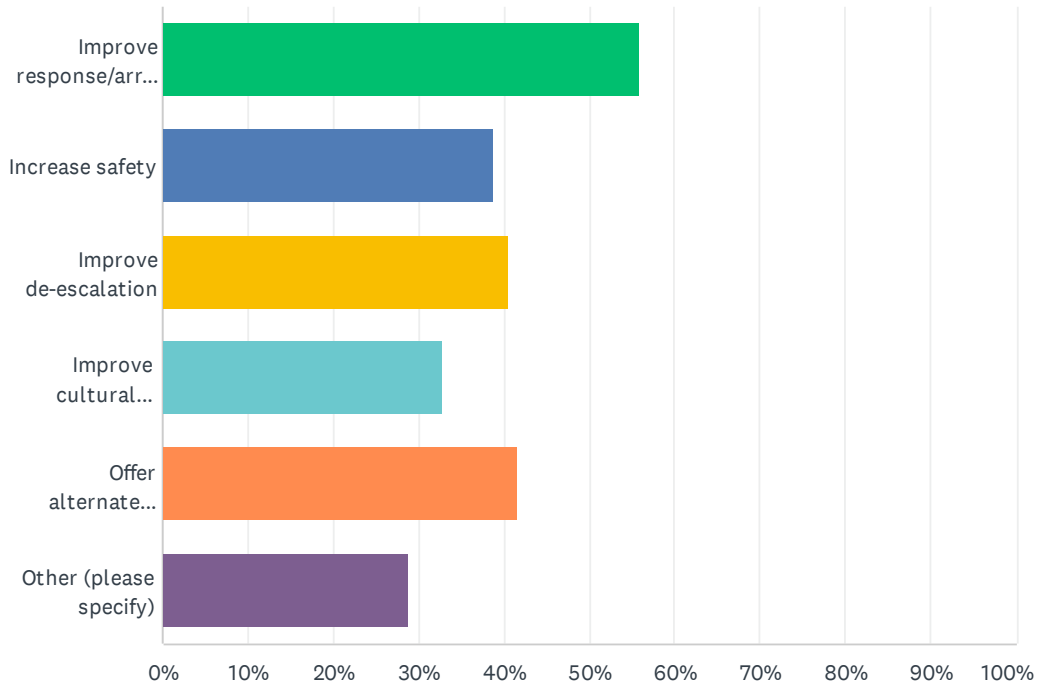
Answered: 309 Skipped: 186



ANSWER CHOICES	RESPONSES	
Yes	72.49%	224
No	27.51%	85
TOTAL		309

Q21 What changes would make the current response system better? Mark all that applies

Answered: 281 Skipped: 214



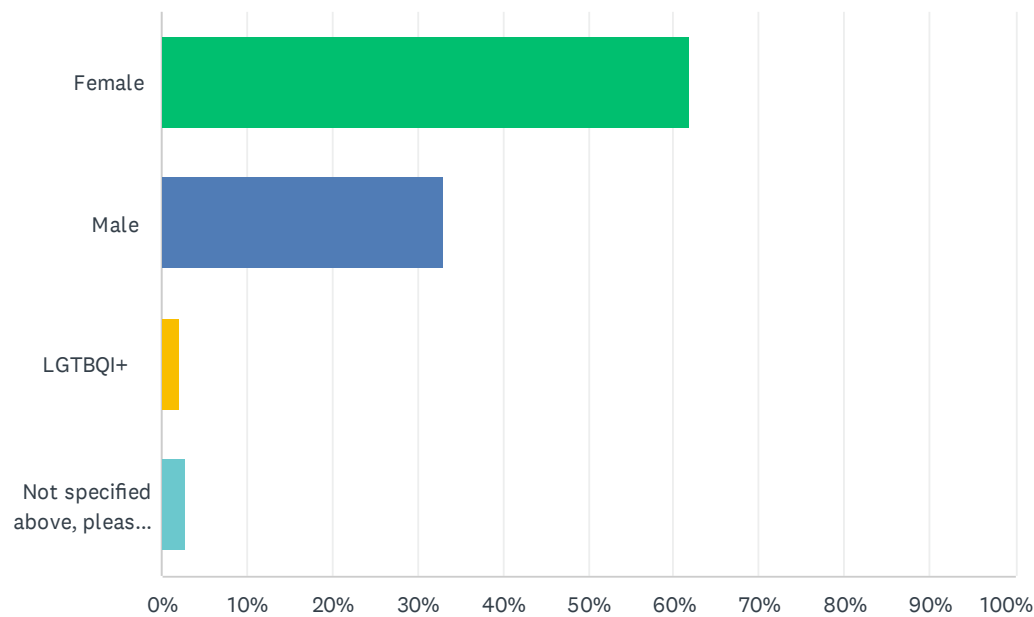
ANSWER CHOICES	RESPONSES	
Improve response/arrival time	55.87%	157
Increase safety	38.79%	109
Improve de-escalation	40.57%	114
Improve cultural sensitivity	32.74%	92
Offer alternate mobile crisis assistance without police	41.64%	117
Other (please specify)	28.83%	81
Total Respondents: 281		

Q22 Please share any other feedback

Answered: 132 Skipped: 363

Q23 What is your gender identity?

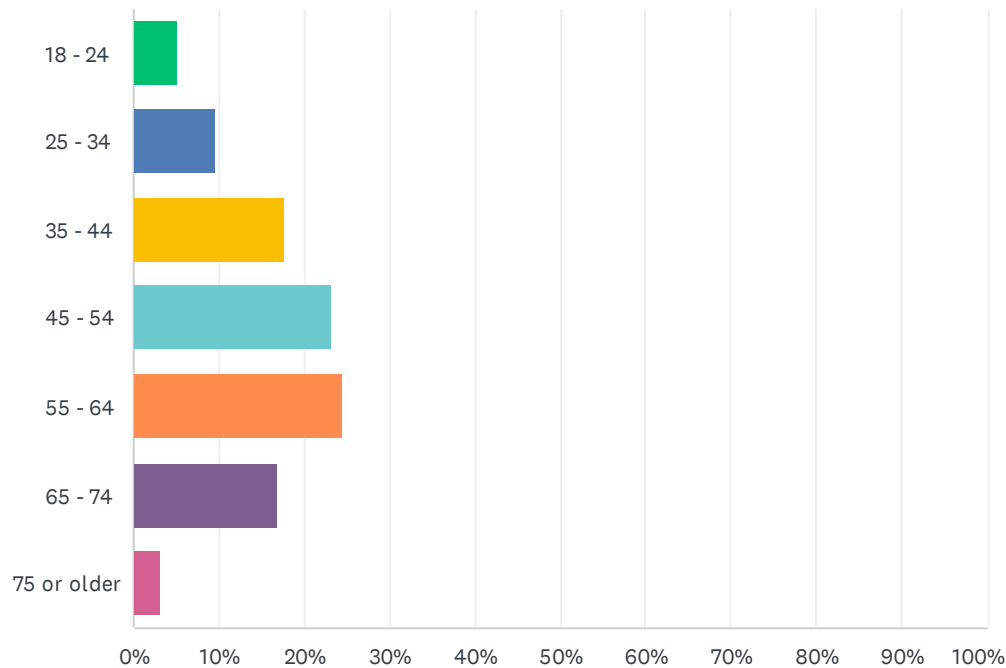
Answered: 317 Skipped: 178



ANSWER CHOICES	RESPONSES	
Female	61.83%	196
Male	33.12%	105
LGBTQI+	2.21%	7
Not specified above, please specify	2.84%	9
TOTAL		317

Q24 What is your age?

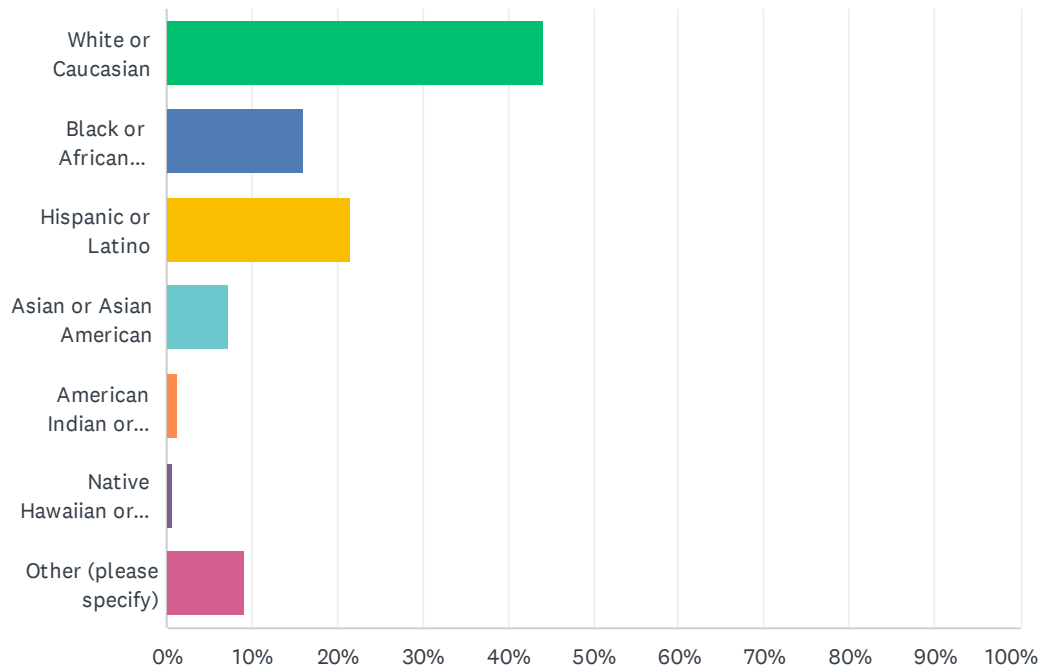
Answered: 315 Skipped: 180



ANSWER CHOICES	RESPONSES	
18 - 24	5.08%	16
25 - 34	9.52%	30
35 - 44	17.78%	56
45 - 54	23.17%	73
55 - 64	24.44%	77
65 - 74	16.83%	53
75 or older	3.17%	10
TOTAL		315

Q25 What is your race/ethnicity?

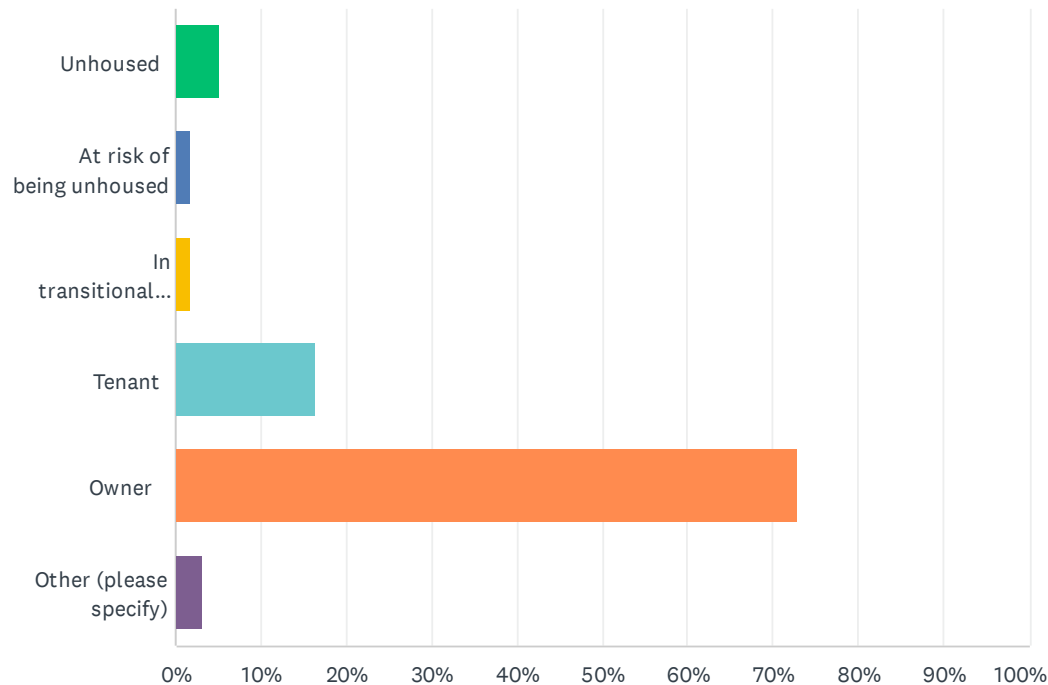
Answered: 317 Skipped: 178



ANSWER CHOICES	RESPONSES	
White or Caucasian	44.16%	140
Black or African American	16.09%	51
Hispanic or Latino	21.45%	68
Asian or Asian American	7.26%	23
American Indian or Alaska Native	1.26%	4
Native Hawaiian or other Pacific Islander	0.63%	2
Other (please specify)	9.15%	29
TOTAL		317

Q26 How do you describe your housing situation?

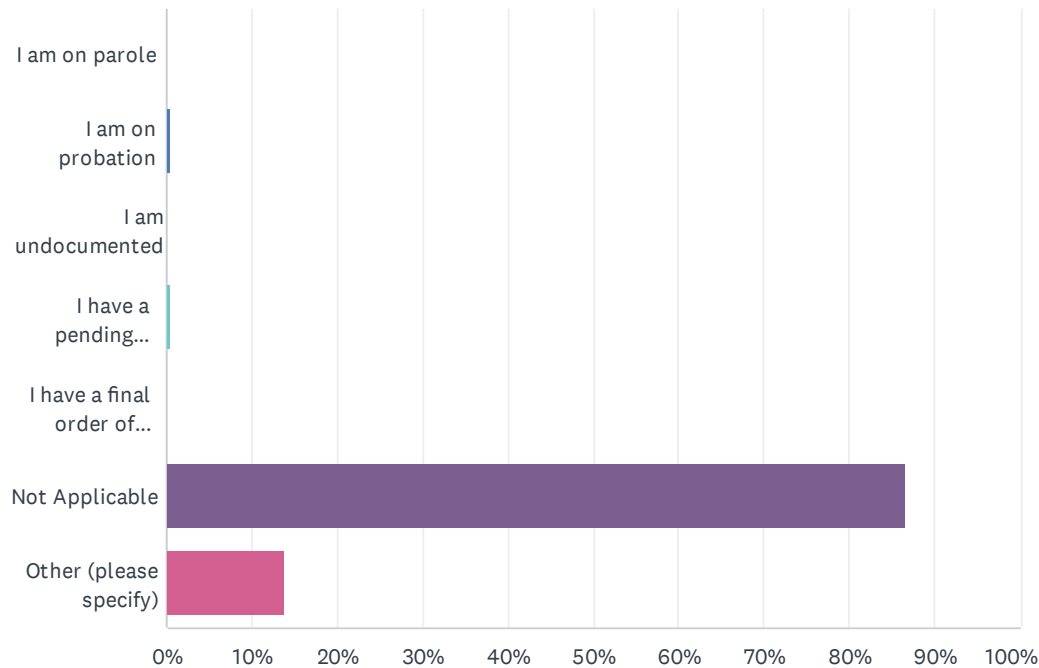
Answered: 309 Skipped: 186



ANSWER CHOICES	RESPONSES	
Unhoused	5.18%	16
At risk of being unhoused	1.62%	5
In transitional housing	1.62%	5
Tenant	16.50%	51
Owner	72.82%	225
Other (please specify)	3.24%	10
Total Respondents: 309		

Q27 Is there any reason that stops you from calling the 911 system:

Answered: 275 Skipped: 220



ANSWER CHOICES	RESPONSES	
I am on parole	0.00%	0
I am on probation	0.36%	1
I am undocumented	0.00%	0
I have a pending immigration case	0.36%	1
I have a final order of deportation	0.00%	0
Not Applicable	86.55%	238
Other (please specify)	13.82%	38
Total Respondents: 275		

Q28 Where do you live?

Answered: 260 Skipped: 235

ANSWER CHOICES	RESPONSES	
Neighborhood	72.31%	188
Street	80.77%	210
Cross Street	68.85%	179

Q29 This survey is anonymous and your responses are confidential. Only if you would like to share your story with our team, please enter your contact information below.

Answered: 70 Skipped: 425

ANSWER CHOICES	RESPONSES	
Name	98.57%	69
Company	0.00%	0
Address	0.00%	0
Address 2	0.00%	0
City/Town	0.00%	0
State/Province	0.00%	0
ZIP/Postal Code	0.00%	0
Country	0.00%	0
Email Address	84.29%	59
Phone Number	81.43%	57

Inventory of Community-Based Organization/Service Provider Resources

Antioch Care Team (ACT) Project

Partial Listing of Community-based & County Resources

Community-based Organizations *(*indicates an organization based in or with an office in Antioch)*

	<u>Name</u>	<u>Address</u>	<u>USC Project Research/Contact</u>
Housing	Rubicon Programs*	418 West 4 th Street, Antioch, CA 94509 (925) 399-8990	Consulted with Michelle Stewart
	Don Brown Shelter – BACS*	1401 West 4 th Street, CA 94509 (925) 434-5215	Researched
	J. Cole House Recovery Homes*	1408 A Street, Antioch, CA 94509 (925) 978-2873	
	Dining Room*	Mobile response in the community	Researched & consult
	ECHO Fair Housing*	301 West 10th Street, Antioch, CA 94509 (510) 957-8006	
	Showerhouse Ministries*	425 Fulton Shipyard Rd, Antioch, CA 94509	
	Salvation Army*	620 E Tregallas Rd, Antioch, CA 94509 (925) 778-0303	
	Antioch Rivertown Senior Housing*	1400 A Street, Antioch, CA 94509 (925) 706-0874	
	Antioch Hillcrest Terrace Senior Housing*	3420 Deer Valley Road, Antioch, CA 94531 (925) 754-4710	
	Elderwinds Public Housing*	2100 Buchanan Road, Antioch, CA 94509 (925) 957-8006	
	Tabora Gardens*	3701 Tabora Drive, Antioch, CA 94509 (925) 978-0921	

	Bay Area Crisis Nursery - Emergency Daytime Childcare and Shelter Services	1506 Mendocino Drive, Concord, CA 94521 (925) 685-8052	
	Berkeley Food & Housing Project Shelter, Inc. - Contra Costa County	3225 Adeline Street, Berkeley, CA 94703 1333 Willow Pass Road, #206, Concord, CA 94520 (510) 649-4965	
	Bay Area Rescue Mission	2114 Macdonald Avenue, Richmond, CA 94801 (510) 215-4555	
	Hope Solutions	1333 Willow Pass Road, #206, Concord, CA 94520 (510) 649-4965	Researched
	Facing Homelessness in Antioch	Antioch, CA 94531 (925) 414-4222	Consulted with Nichole Gardner
	Healthcare 4 Homeless	1404 Franklin Street #200 Oakland CA 94612-3208 (510) 891-8950	Consulted with Haruka Kelley, NP
Food	HEPPAC Syringe Exchange - Casa Segura	5323 Foothill Blvd, Oakland, CA 94601 (510) 434-0307	Consulted with Braunz Courtney
	Food Bank of Contra Costa and Solano*	Multiple locations in Antioch (925) 676-7543	
	Loaves and Fishes Antioch*	403 W 6th St, Antioch, CA 94509 (925) 293-4792	Researched & consult
	Dining Room*	Mobile response	Research & consult
	Rivertown Thrift Food Store Pantry*	522 West 2nd Street Antioch, CA 94509 (925) 206-4976	
Employment	Opportunity Junction*	3102 Delta Fair Blvd., Antioch, CA 94509 (925) 776-1133	Consulted with Alissa Friedman

	Contra Costa American Job Center of California (through Lao Family Community Development, Inc.)	1865 Rumrill Boulevard, Suite B, San Pablo, CA 94806 (510) 215-1220	
	Scotts Valley Tribal TANF Program	2727 Syston Drive, Concord, CA 94518 (925) 363-4778	
Domestic Violence	East Contra Costa Family Justice Center*	3501 Lone Tree Way, #4, Antioch, CA 94509 (925) 281-0970	Consulted with Susun Kim
	CHAT Project*	Based at the Family Justice Center - info@chatproject.org	
	A Safe Place	P.O. Box 23006, Oakland, CA 94623 (510) 986-8600	
	A Step Forward, Inc. - Concord Child Abuse Treatment and Training	2827 Concord Boulevard, Concord, CA 94519 (925) 685-9670	
LGBTQ Support	Rainbow Community Services	2118 Willow Pass Rd., #500, Concord, CA 94520 (925) 692-0090	Consulted with Ali Cannon
Youth Empowerment	Beat the Streets, Inc.*	2550 Somersville Rd., #15 Antioch, CA 94509 (925) 481-2194	Consulted with Maria Morales/researched
	REACH Project, Inc.*	915 D Street, Antioch, CA 94509 (925) 754-3673	Consulted with Mickie Marchetti
	Northern California Family Center	2244 Pacheco Blvd., Martinez, CA 94553 (925) 370-1990	Consulted with Tom Futon
	First Five Contra Costa	1485 Civic Ct, Concord, CA 94520 (925) 771-7300	Researched
	Monument Youth Drug & Alcohol Coalition	Concord, CA mydac@bacr.org	
	RYSE Center	3939 Bissell Ave., Richmond, CA 94805 (510) 374-3401	Researched

Mental Health/ Recovery/SUD

The Hume Center*	555 School St., Pittsburg, CA 94565 (925) 432-4118	Consulted with Chris Celio
Community Outreach Center*	525 E 18th St., Antioch, CA (925) 778-1893	
East County Women's Services / Wollam House	2 Davi Avenue, Pittsburg, CA 94565 (925) 427-1384	
NAMI Contra Costa County (National Alliance on Mental Illness)	151 Salvio St, Suite V, Concord, CA, 94520 (925) 942-0767	Consulted with Gigi Crowder
Bi-Bett Corporation	1251 California Boulevard, #700 Pittsburg, CA 94565	
Putnam Clubhouse	3024 Willow Pass Rd., #230, Concord, CA 94519 (925) 691-4276	
YMCA Mental Health Program	1320 Arnold Dr., Martinez, CA (925) 372-4213 x116	
HealthRIGHT 360	Contra Costa Reentry Network (844) 819-9840	Consulted with Michael Pitts
Unite Us Partnership	San Leandro, CA (510) 513-8309	

Health & Wellness

BAART Community HealthCare East County*	3707 Sunset Lane, Antioch, CA 94509 (925) 522-0124	Researched
Mobile Showers - Share Community*	525 East 18th Street, Antioch, CA 94509 (925) 237-1115	
Antioch Wellness City (RI International)	3711 Lone Tree Way, Antioch, CA 94509 (925) 732-7930	
Brighter Beginnings Family Health Clinic*	2213 Buchanan Road, #103, Antioch, CA 94509 (925) 303-4780	Researched

Community	Center for Human Development*	901 Sunvalley Blvd., #220, Concord, CA 94520 (925) 687-8844	Researched
	Community Health for Asian Americans - East Contra Costa*	3727 Sunset Lane, Antioch, CA 94509 (925) 788-1667 x316	
	Planned Parenthood - Antioch Health Center*	1104 Buchanan Road, Suite #C10, Antioch, CA 94509 (925) 754-4550	
	Kaiser Permanente Antioch Medical Center*	4501 Sand Creek Rd., Antioch, CA 94531 (925)-813-6500	
	Sutter Delta Medical Center*	3901 Lone Tree Way, Antioch, CA, 94509 (925) 779-7200	
	Antioch Children's Behavioral Health CCHS*	2335 Country Hills Drive, Antioch, CA 94531 (925) 608-8700	
	Antioch Health Center – CCHS*	2335 Country Hills Drive, Antioch, CA 94531 (925) 608-8500	
	EMS Corps	1000 San Leandro Blvd, San Leandro, CA 94577 (510) 667-3135	Researched <i>(Alameda Co. EMS Corps to open a Contra Costa Co. program in 2022)</i>
	Adaptive Learning Center	3227 Clayton Road, Concord, CA 94519	
	Futures Explored	1140 Galaxy Way, Suite 180, Concord, CA 94520	
	La Clínica de La Raza	Multiple locations in Pittsburg and Oakley (510) 535-4000	
	Nick Rodriguez Community Center and Senior Center*	213 F St., Antioch, CA 9450 (925) 779-7077	
	Volunteers in Police Service (VIPS)*	(925) 779-6972 jdouleavy@ci.antioch.ca.us	Lieutenant Donleavy
	East Contra Costa Community Alliance	CBOs serving East County	Consulted with Solomon Belette
	The Latina Center	3701 Barrett Ave, Richmond, CA 94805 (510) 233-8595	

County/ Public Sector	Monument Crisis Center	1990 Market St, Concord, CA 94520 (925) 825-7751	Researched
	Monument Impact	2699 Monument Blvd, Concord, CA 94520 (925) 682-8248	Researched
	Center for Human Development	901 Sunvalley Blvd, Suite 220, Concord, CA 94520 (925) 687-8844	Researched
	Most Holy Rosary Catholic Church	1313 A St., Antioch, CA 94509 (925) 757-4020	Consulted with Karen Flores
	Contra Costa Behavioral Health Services	Countywide	Consulted with Suzanne Tavano,
	Contra Costa CORE	Mobile response	Consulted with Michael Fisher, Jenny Robbins
	Contra Costa Health, Housing & Homeless (H3) Services	Countywide	Researched
	Contra Costa Mobile Crisis Response Team (MCRT)	Countywide	Researched
	Contra Costa Crisis Center	Dial 211 or text HOPE to 20121	Consulted with Tom Tamura
	SPIRIT	Training for peers with lived experience	Consulted with Janet Costa (faculty)
	Miles Hall Hub	Mobile mental health crisis response	Consulted with Chad Pierce, Gwen Daugett

ACT Staff Training Curriculum Topics List

Training Curriculum Outline for Antioch Alternative Care Team (ACT)

I. SUPPORTING COMMUNITIES THAT HAVE BEEN MARGINALIZED

Background Topics

How gender, race, class, and ablism have impacted communities' health and interaction with health care and carceral systems

Cultural competency - Cultural Humility and Anti-Racism

Stigma & Discrimination

Intersectionality, Culture, Diversity, and Worldview

Social Determinants of Health and Advocacy

Self-Determination and Stages of Change

Barriers to access in traditional health care, mental health care, and emergency response

Specific training and tools for communities

LGBTQI & trans, veteran, immigrant, BIPOC, Asian Pacific Islander, Latino/Latinx, houseless, Native, elders, children and youth, sex workers, residents who are disabled and/or face serious mental health challenges, residents who are in the crisis of poverty, people who use substances or are in recovery.

Areas of focus:

Impact of poverty, specific needs and experiences of children and youth and transition-aged youth; religious customs and beliefs, gender identity and inclusivity

II. COMMUNITY-CENTERED RESPONSE

Concepts and methods for crisis and community response

Crisis prevention, intervention, and de-escalation

Principles of wellness & recovery model

Principles of trauma-informed care, response, and practices - understanding the impact of trauma on the individual & community

Building supportive relationships

The process of recovery and change

Fostering self-determination and resilience; self-care and wellness plans

Peer support - values, ethics, and principles of practice and effectiveness

Diversion - from carceral systems, mental health systems

Restorative justice

Advocating for residents in institutional and enforcement settings

Crisis situations and strategies

Communication, de-escalation, intervention, and mediation

De-escalation, disengagement, and conflict mediation

Communication principles and methods; connecting through our experiences

Motivational interviewing; resilience; active listening, problem-solving, decision-making

Physical and verbal responder presentation

Consent and agency of residents - centering their decision-making, supporting their planning

Identifying behavior impacted by trauma and support mechanisms

Questions to understand the situation: physical needs, problem-solving questions, care

Barriers to Communication

Language

Processing, including stress

Hearing

Cultural interpretations

Identifying and overcoming communication barriers

Specific situations and types of trauma

Issue awareness and screening

Protocols for rapid response

Considerations and response: PTSD; suicide identification, risk screening, and intervention skills; sexual assault; child abuse; self-harm; intimate partner violence; grief; intellectual disability; autism; dementia, brain injury and stroke; panic attack; substance use and overdose; dual diagnosis; wellness checks

Community health education & support

Healing practices

Coping strategies

Relaxation techniques

Resiliency skills

Practical and emotional support for residents & families during crisis and death

Follow-up and community resources

Case Management & Community Mental Health Work

Connecting with community resources

Case management and advocacy

Wrap-around care, follow-up support, wellness planning

Restorative Justice - circles, etc.

III. MENTAL HEALTH FIRST AID

Common mental illnesses

Dual diagnosis

Supporting residents experiencing symptoms

Considerations and tools when supporting youth, elders, and other vulnerable communities

Safety planning and advanced directives for mental health episodes

IV. SUBSTANCE USE & HARM REDUCTION

Substance use, symptoms, and withdrawal; principles of harm reduction and approach to care; safer use strategies; managing possible overdose situations, naloxone; medical detox; people who may be experiencing diverse mental states caused by substance use; relapse prevention; psychopharmacology 10; common medications & drugs; how to support people who are using substances; specific issues for people who use crystal meth; harm reduction resources within communities, building engagement and relationships through harm reduction

V. RESOURCES & REFERRALS

What services exist, what they do, who is eligible, and how they are accessed. Referral process.

City and county emergency response programs

City and county resources

Community-based and mutual aid services

Identifying peer, family, and community support

Database training - accessing and utilizing the resource database, submitting additions and changes

Referral considerations

Culturally and linguistically appropriate services and providers

Empowerment includes a menu of options - including doing nothing.

Warm handoffs are especially important for people who have previously experienced poor treatment and denial of appropriate care from established systems

VI. TEAM & COMMUNITY SAFETY

Planning and positioning for safety; scene assessment and situational awareness; intuition; verbal, nonverbal, and defensive interventions; working with agitation, violence, and violence/risk assessments; animal control; preventing slips, trips, and falls; defensive driving; infection control & prevention; standard precautions and bloodborne pathogens, incl. HIV & HepC. EMS, police, and fire training, scope of practice, and protocols; how to collaborate and

manage situations w/ other first responders, ensuring that residents feel safe during an interaction with police, how to advocate for residents

VII. FIELD & SCENARIO-BASED TRAINING

City geography

Scenario and role-play-based learning will be used both within specific modules and to review and incorporate multiple areas of learning

Presentations and discussions with residents w/ lived experience of health care and carceral systems, using drugs, being unhoused, being undocumented and immigrants

Ride-alongs with experienced responders

Shadowing service provider-partners

Participate at events to build relationships with community members & leaders

Participate with mutual aid events

Sit-along at Cambridge dispatch

VIII. OPERATIONS & LOGISTICS

Defensive driving, vehicle maintenance; transport of residents; parking considerations

Instruction and practice with dispatch radio

Use of data management systems, record keeping, report writing

Documentation policies

Dispatch process and protocols

IX. PRIVACY, RESIDENTS' RIGHTS, & RELATED ISSUES

Residents' privacy, rights to confidentiality and respect, including Health Insurance Portability and Accountability Act (HIPAA) compliance

Mandated reporting - community issues and obstacles

Scope of practice and care

Laws and issues on public records, advocacy, and mental health/substance use, and schools

Rights of residents regarding involuntary hospitalization and accessing health care

Filing a complaint - medical center, referral agency, providers, police, Antioch Care Team

Speaking to the media

Public recording of the teams while engaging w/ residents

X. TEAM ROLES & RESPONSIBILITIES

Structure, roles, and responsibilities

Principles of accountability, ethics, consent

Staff standards & expectations (and what staff should expect)
Clinical oversight and review
Personnel policies
Sexual harassment and discrimination
Team building and the science of team dynamics

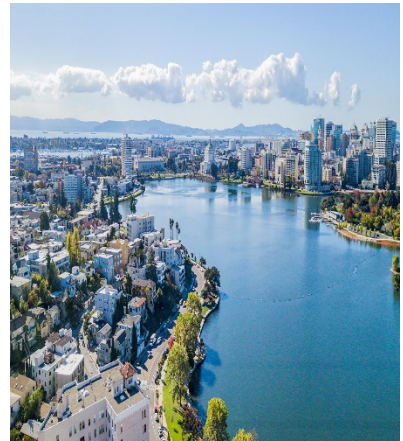
Staff Wellness

Compassion fatigue, vicarious trauma, triggering past trauma
Addressing trauma for staff
Counseling and mental health support for staff
Self-care and building responder resilience
Limits and Boundaries

Oakland MACRO Program RFQ



**CITY OF
OAKLAND**



DEPARTMENT OF VIOLENCE PREVENTION
City of Oakland

REQUEST FOR QUALIFICATIONS
(RFQ)
For

Mobile Assistance Community Responders of
Oakland (MACRO) Pilot Program

- ✓ **Due Date:** Friday, November 20, 2020 – 2:00 p.m. (Pacific)

- ✓ **Voluntary Pre-Proposal Meeting:** Thursday, November 5, 2020 from 12:30-2:00 p.m. (Pacific) – via Zoom conference. While the pre-proposal meeting is voluntary, *registration in advance is required to attend and receive the meeting link and dial-in information.* After registering, you will receive a confirmation email containing information about joining the meeting via video or phone. To register, please visit:
<https://us02web.zoom.us/join/zoom/register/tZAlcOqurDMsHdwHk4AYortWFzi-ifVLiJVX> .

- ✓ **Proposal Submittal Deadline Date and Time:** Submittals are due **Friday, November 20, 2020 no later than 2:00 PM via iSupplier.** Please log onto iSupplier and submit an electronic copy of the proposal. Additionally, please email the complete proposal packet to: OaklandDVP_RFQ@oaklandca.gov or hand-deliver one (1) copy to the **Human Services Department, 150 Frank Ogawa Plaza, 4th Floor, Suite 4340, Oakland, CA 94612 by the required deadline.** Please do not submit proposals until the due date.

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The Combined Contract Schedules will be collected from the successful proposer before a final decision is made and up to full contract execution. It may be viewed at: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or at 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA Contracts and Compliance Division. Also, request a copy by email from isupplier@oaklandca.gov.

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

I. INTRODUCTION

This Request for Qualifications (RFQ) is being issued by the City of Oakland, Department of Violence Prevention to implement the Mobile Assistance Community Responders of Oakland (MACRO) Pilot Program.

Pre-proposal Meeting Date and Time (Voluntary): Thursday, November 5, 2020 at 12:30 PM (Pacific) – via Zoom. While the pre-proposal meeting is voluntary, *registration in advance is required to attend and receive the meeting link and dial-in information.* After registering, you will receive a confirmation email containing information about joining the meeting via video or phone. To register, please visit: <https://us02web.zoom.us/meeting/register/tZA1cOqrDMsHdwHk4AYortWFzi-ifVLiJVX>.

Deadline for Questions: 2:00 PM, November 12, 2020 by email to OaklandDVP_RFQ@oaklandca.gov.

Proposal Submittal Deadline Date and Time: Submittals are due Friday, November 20, 2020 no later than 2:00 PM via iSupplier. Please log onto iSupplier and submit an electronic copy of the proposal. Additionally, please email the complete proposal packet to: OaklandDVP_RFQ@oaklandca.gov or hand-deliver one (1) copy to the **Human Services Department, 150 Frank Ogawa Plaza, 4th Floor, Suite 4340, Oakland, CA 94612** by the required deadline. Please do not submit proposals until the due date.

The Contractor shall be required to comply with all applicable City programs and policies outlined in Attachment C. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to: ♦ Equal Benefits for Registered Domestic Partners ♦ Campaign Contribution ♦ Post-project Contractor Evaluation ♦ Prompt Payment ♦ Arizona Boycott ♦ 50% L/SLBE ♦ Dispute Disclosure ♦ Living Wage ♦ Minimum Wage ♦ Professional Services Local Hire ♦ Border Wall Prohibition ♦ Sanctuary City Contracting and Investment Ordinance

Applicants who wish to participate in the RFQ process are required to register in iSupplier to receive addenda, updates, announcements and notifications of contracting opportunities. We recommend updating your firm's primary email address regularly and periodically confirming that the "Products and Services" section fully represents the scope of products and services provided. If you have any questions, please email isupplier@oaklandca.gov.

For further information and detailed iSupplier registration instructions, please visit the following link <https://www.oaklandca.gov/services/register-with-isupplier>

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Free copies of the RFQ documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City.

1. iSupplier Registration/Login:

<https://www.oaklandca.gov/services/register-with-isupplier> New registrants can email isupplier@oaklandca.gov for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier

iSupplier Plan Holders List:

<https://www.oaklandca.gov/services/active-closed-opportunities>

Contact Information: The following City staffs are available to answer questions regarding this RFQ.

1. Program Planner: Jessie Warner at OaklandDVP_RFQ@oaklandca.gov or (510) 238-6875
2. Contract Admin: Jasmine Chan at jchan@oaklandca.gov or (510) 238-7524
3. Contract Compliance Officer: Sophany Hang at shang@oaklandca.gov or (510) 238-3723

Please note: The terms “applicant”, “proposer”, “contractor”, “consultant” and others are used interchangeably throughout the RFQ document and all refer to the entity applying to provide MACRO services to the City of Oakland.

Overview of Work - Mobile Assistance Community Responders of Oakland

The City of Oakland’s Department of Violence Prevention (DVP) is charged with implementing violence prevention and intervention programs aimed at reducing gun , and intimate partner violence, commercial sexual exploitation and trauma experienced in the community. This Request for Qualifications (RFQ) is being issued by the City of Oakland Department of Violence Prevention to identify qualified agencies (applicant) to provide emergency crisis response services for Mobile Assistance Community Responders of Oakland (MACRO) pilot program for an initial period of January 2021 to June 2022.

The proposed MACRO pilot program intends to provide a community response that is non-law enforcement to address non-violent/non-felony crises in two areas of Oakland. MACRO was modeled in part on *Crisis Assistance Helping Out on The Streets* (CAHOOTS), developed in Eugene, Oregon and tailored to meet the needs of Oakland residents through a nine-month feasibility process that engaged community and government partners with relevant expertise. The DVP’s goal of supporting community safety and addressing community trauma through community-based alternatives aligns with the proposed model of crisis response for mental health.

MACRO provides an opportunity to improve access to mental health and other community services in Oakland. Drawing on lessons learned from the CAHOOTS model, MACRO provides a diversion model to reduce reliance on police and attendant

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jail and criminal justice responses by offering a public health response, which also reduces the burden on, and high costs of, the emergency medical care system.

MACRO seeks to provide a community-based crisis response that is efficient and effective for medically vulnerable and socially marginalized people in Oakland, most especially for people with mental illness, substance use disorders, or people in crisis who are experiencing homelessness and requiring community-based services the majority of whom are Black, Indigenous, People of Color. The MACRO pilot program would also navigate people to the right services at the right time by utilizing community responders with strong ties and connection to Oakland that can respond in a respectful and non-stigmatizing manner. Dispatching the police to intervene in situations where their presence is not necessary is particularly damaging for communities of color. According to the International Association of Chiefs of Police, “The mere presence of a law enforcement vehicle, an officer in uniform, and/or weapon...has the potential to escalate a situation” when a person is in crisis.¹ Successful models across the country, similar to MACRO, have reduced the unnecessary use of law enforcement resources or overuse of costly hospital emergency departments.

Justification of Need

A review of the number and types of incoming 911 calls to the Oakland Police Department from June 2019- June 2020² suggest that some types of calls involving people who are homeless, have mental health challenges or substance use disorders could be served by a social services response such as MACRO. Examples of such quality-of-life calls include people who are disturbing the peace, intoxicated on the street, engaging in disorderly conduct, or involved in nonviolent incidents at homeless encampments as well as requests for wellness checks. The 2019 Alameda County Homeless Point in Time Count indicated that the City of Oakland has 4,071 sheltered and unsheltered persons, a number that increased by 47% in the last two years and is 51% of Alameda County’s total homeless count of 8,022.³ Data on 5150 holds obtained from Alameda County Emergency Medical Services further demonstrated that for the first two quarters in 2019, Oakland reported 1,665 total 5150 holds and 14% of this total, or 219 people, had 2 or more holds during the same period. Furthermore, there are major racial health disparities in Oakland among all of these issues, especially within the Black community. In 2017, African Americans living in Oakland had the highest emergency department visit rate for both serious mental illness and substance abuse related visits. African Americans were also far more likely to be homeless than Whites, Asians, or Latinos.⁴

¹ [IACP Law Enforcement Policy Center, “Responding to Persons Experiencing a Mental Health Crisis” \(Alexandria, VA: 2018\)](#)

² Manheimer, S. & Benson, A., Memorandum: OPD Budget & Operations. Oakland Police Department (July 15, 2020).

³ Applied Survey Research (2019). Alameda County Homeless Count and Survey: Comprehensive Report 2019.

⁴ City of Oakland (2018). Oakland Equity Indicators: Measuring Change Toward Greater Equity in Oakland.

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Currently, most behavioral health related (BH) calls made to 911 in the City of Oakland are routed to the Oakland Police Department and result in an involuntary, 72- hour hold for psychiatric assessment (5150 hold) with transportation to the Psychiatric Emergency Services (PES) unit. Yet, as reported by Alameda County Behavioral Health, 75-78% of those who are placed on a 5150 hold do not meet medical necessity criteria for inpatient acute psychiatric services. Or conversely, the emergency response team determines that a 5150 hold is not necessary and the person involved is not transported or offered *any* services.

MACRO Planning and Implementation

In 2019, the Oakland City Council allocated \$40,000 to research the feasibility of a CAHOOTS-like program in Oakland. The CAHOOTS model operating in Eugene-Springfield Metro Area, OR is widely recognized as a non-law enforcement mobile crisis intervention that has seen significant success since its inception.⁵ With the support of the Urban Strategy Council, several stakeholder groups and community members including people in Oakland's most impacted communities, engaged in nine months of analysis to determine the best pathway forward. This work resulted in a recommendation for a pilot program in two Oakland areas.⁶

The City of Oakland is seeking community-based organizations to engage in planning and implementation of an 18-month pilot of the Mobile Assistance Community Responders of Oakland (MACRO) program to serve as a community response program for non-violent 911 calls, resulting in fewer responses by police, fewer arrests, and increased access to community-based services and resources for impacted individuals and families, and most especially for Black, Indigenous, People of Color. Utilizing data to guide targeted implementation in the highest impacted communities, the MACRO pilot will initially respond to 911 calls in two geographic areas (East Oakland and West Oakland) related to people with mental illness, substance use disorders, or people who are unsheltered and requiring community-based services. Additional community access lines to deploy MACRO teams, not associated with law enforcement, are expected to be developed in the later phases of the pilot.

Components of the MACRO Model

Staffing: MACRO utilizes people and organizations who have deep connections to the Oakland communities they seek to serve as community responders. Under the MACRO model, whenever possible, a team of an Emergency Medical Technicians (EMT) and a Crisis Support Specialist will respond to and provide medical assessment and clearance, de-escalation and support, and connection to care. Connections to care can be immediate and provide a range of possible options beyond an involuntary 5150 hold including: detox centers, 23-hour crisis stabilization units and drop-in centers, longer term residential rehabilitation, primary care with a private medical provider, or to a safe

⁵ Klingner, D. E. (2020). Cruel and Unusual Punishment: Donald E. Klingner. *Public Integrity*, 1-3.

⁶ Urban Strategies Council (2020). Report on Feasibility and Implementation of a Pilot of Mobile Assistance Community Responders of Oakland (MACRO).

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place determined by the person in crisis, such as their own home or that of a loved one. Transportation and follow up would be voluntary and next steps will be determined in consultation with the individual in crisis. The MACRO team will also provide follow-up support from a Community Resource Specialist to support connection to additional available resources including clinical care, medication access, and residential treatment or drop-in clinics, as needed.

By employing the EMT-Crisis Support Specialist team matched with a Community Resource Specialist, MACRO provides an opportunity for hiring peer professionals, similar to credible messengers or community navigators, as community responders trained to respond, de-escalate, and support individuals in crisis. MACRO will emphasize hiring community members that have been at the center of violence either as victims or perpetrators including people with criminal records as responders.

Training: All members of the MACRO field teams will receive training to provide culturally appropriate responses including de-escalation, conflict and crisis intervention and resolution, trauma-informed care, and harm reduction. DVP further acknowledges that peer professionals bring a particular skillset and connection to community that engenders trust that cannot be achieved through training.

Collaboration: The MACRO applicant will be expected to actively participate in the MACRO Coordination Team to work in collaboration with the multiple governmental stakeholder groups involved in the pilot including but not limited to: City of Oakland DVP, Alameda County Behavioral Health, Oakland Police Department, Oakland Fire Department, and divisions coordinating homeless services programs in the City and County.

There are currently other mobile response units facilitated by Alameda County Behavioral Health that operate within the City of Oakland such as the Community Assessment and Transport Team (CATT), Mobile Crisis Team (MCT), and Mobile Evaluation Team (MET). Collaboration among these teams will ensure stronger coordination of resources and referrals and increased overall communication. The Community Health Record implemented by Alameda County Care Connect will also be available to the MACRO team. Finally, the applicant will be expected to work in collaboration with the Oakland Police Department and Oakland Fire Department to ensure medical and safety backup as needed and coordination with 911 dispatch.

There are also many community members and stakeholder groups that have strong interest in the success of the MACRO project. The MACRO team will be expected to participate in community engagement activities such as MACRO town halls to share information and gather community input through the duration of the pilot.

Evaluation

MACRO is a pilot project of the City of Oakland and will have an extensive evaluation component to measure the feasibility, effectiveness, and impact of this innovative alternative, community-based crisis response approach. The MACRO project will be

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expected to work in collaboration with the evaluator to provide input and support for the pilot evaluation plan including collection of all data points as requested. Specifically, the MACRO applicant will be required to maintain adequate records of service provision, maintain project data in an agency-based information management system, complete data submission in a timely fashion to the evaluator, participate in ongoing evaluation planning and implementation meetings as requested, provide monthly progress reports, and cooperate with the collection of other fiscal, administrative, and service data, as requested by the City.

MACRO Implementation Timeline

The applicant will work with the MACRO Coordination Team to implement the MACRO pilot over the course of three phases:

Planning Phase 1 (*Months 1 - 3*): Award contract, finalize initial MACRO implementation plan, develop collaborative relationships with key partners, finalize evaluation plan, and hire and train start-up staff;

Start Up/Launch Phase 2 (*Month 4- 8*): Launch field teams in two geographic locations, initiate ongoing supervision and support, begin data collection, hire and train expansion staff;

Expansion/Full Implementation Phase 3 (*Months 9 to 18*): Expand the number of field teams; based on data to inform location and times, complete 18-month pilot and evaluation, engage in sustainability planning.

While the hours of operation are still being determined and will be driven by data-based decision making, the successful applicant should be prepared to adapt to changing hours of operations based on need, with a possibility of having teams active during overnight hours.

MACRO Outcomes

1. Decreased negative outcomes from law enforcement response to nonviolent 911 emergency calls, especially among Black, Indigenous, People of Color;
2. Decreased criminal justice system involvement for people in crisis, especially among Black, Indigenous, People of Color;
3. Increased connections to community-based services for people in crisis, especially among Black, Indigenous, People of Color;
4. Redirection of MACRO-identified 911 calls to alternative community response system;
5. Reduced Oakland Police and Fire Department expenses related to 911 nonviolent calls involving people with mental health, substance use, and unsheltered individuals.

Budget

Currently there is \$1.6 million dollars available to the applicant to participate in the 18-month MACRO pilot. Additional funding may be available contingent upon

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approval from the City Council and initial pilot evaluation data. The proposal should include a budget for up to \$1.6 million to fund the following:

- Staffing to cover project administration, clinical supervision and consultation, and MACRO teams that include up to five EMTs, five Crisis Support Specialists, and two Community Resource Specialists.
- Clinical supervision for staff during necessary shifts
- Any administrative costs needed
- Flexible funds to support engagement of individuals reached
- Training and materials
- IT equipment (e.g. phones, tables for field based resources and documentation)
- Leasing of three vehicles modified to provide safe transport

II. SCOPE OF SERVICES

This RFQ is seeking applicants to implement an 18-month pilot of Mobile Assistance Community Responders of Oakland (MACRO). The City anticipates that MACRO field teams will initially respond to 911 calls related to nonviolent, non-life threatening situations involving people in crisis with mental illness, substance use disorders, or people who are unsheltered and requiring community-based services. The MACRO teams will be comprised of community response field teams with EMTs, and Crisis Support Specialists, as well as Community Resource Specialists to serve as back-up field team members and provide additional resources and follow-up support as needed. MACRO field teams will be supported by project administration and an on-call Behavioral Health Clinician to provide therapeutic consultation and clinical supervision and support for staff. MACRO teams will use unmarked non-emergency vehicles, will not carry weapons, and will wear clothing that clearly identify them as part of a MACRO team and not a member of law enforcement.

Prospective applicants should demonstrate their qualifications to implement the MACRO pilot as described herein. Prospective applicants should demonstrate the ability to meet the required services, staffing requirements, minimum and preferred qualifications, and the supplemental questions. Applicants will also be asked to submit a budget and budget narrative. Proposals may be submitted from a solo organization who qualifies to carry out all of the required services within one agency, or from a collaborative of organizations that identifies a lead agency and includes partnering organizations to carry out different aspects of the required services.

Required Services

MACRO applicants will be expected to:

- Provide sufficient staffing to cover all times/days that MACRO teams are operational, including a system that ensures back-up staffing in the event of sickness or staff vacation;
- Develop and support a training plan that ensures all MACRO team members have sufficient baseline and ongoing training in key skill areas related to their staff function including any required certifications;

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- Provide regular trauma-informed supervision, debriefing and support for all MACRO team members;
- Engage in ongoing communication and coordination with Oakland Police Department dispatch to receive calls based on the developed protocol;
- Facilitate a crisis assessment that includes medical, behavioral health, and other basic life needs (such as shelter, food, and clothing);
- Utilize trauma-informed crisis intervention, de-escalation, and harm reduction techniques to stabilize crisis situation;
- Provide basic life support level of care such as CPR, first aid, and wound management as needed;
- Determine the best disposition option for the person in crisis (disposition may include stabilization on site, referrals to community-based organizations, psychiatric emergency services (PES), crisis stabilization unit (CSU), sobering center, emergency department, or other voluntary dispositions such as a self-identified safe places;
- Provide transport for the person to the determined disposition option;
- Identify and provide information and referrals for community resources as needed for the person in crisis and for their family or other members of their support system who may be present at time of crisis;
- Facilitate at least one follow-up contact to ensure resolution of crisis, provide welfare check, and provide additional community resources and referrals for services as needed;
- Develop collaborative relationships including the clear designation of staff who will meet or communicate regularly with the Mobile Crisis Response Units operating in Oakland and other key governmental partners including Oakland Police Department (OPD), and Oakland Fire Department (OFD);
- Build a positive and collaborative presence in communities served by MACRO teams;
- Provide monthly reports to the City of Oakland, Department of Violence Prevention and other key stakeholders as requested to track progress and allow for continuous quality improvements;
- Participate in a monthly MACRO Coordination Team meetings to ensure coordination across stakeholder groups, review data, and address unforeseen issues immediately;
- Participant in community and stakeholder meetings as requested by DVP;

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- Participate in all required data collection activities to support the MACRO pilot evaluation and to inform potential shifts in implementation strategies.

Proposed Staffing Structure

- Project Administrator (1.0 FTE): One full-time project administrator with a minimum of 5 years of experience managing similar projects to provide administrative oversight for the full MACRO pilot including all programmatic and fiscal oversight.
- Administrative Assistant (0.5 FTE): One part-time position to provide administrative support for the MACRO pilot including but not limited to coordination of schedules, data collection and entry, and coordination of collaboration with other key stakeholders.
- Behavioral Health Clinician (1.0 FTE): One clinician with an advanced degree in counseling, psychology, social work or other related field such as a MSW, MFT, PhD, or PsyD (licensed clinician preferred) and a minimum of 2-5 years of experience providing trauma-informed clinical consultations for clients including assessment and diagnosis and clinical staff supervision, preferably with vulnerable populations such as people who are homeless, living in poverty, or people with involvement in the criminal justice system.
- Emergency Medical Technician- EMT (5.0 FTE): Five full-time positions to provide on-site medical assessments, basic life support level of care, and transport to identified disposition. Must hold current EMT and CPR certifications and possess of a valid CA driver's license. At least 1 year experience in an emergency care setting preferred.
- Crisis Support Specialist – CSS (5.0 FTE) Five full-time positions to provide on-site crisis assessment, de-escalation and conflict mediation, and transport to identified disposition. At least 2 years of personal or professional experience in the fields of crisis resolution, community outreach, criminal justice, mental health, substance abuse, or harm reduction and must possess a valid CA driver's license. Encouraged to be a peer-professional with personal connections to the communities served by MACRO.
- Community Resource Specialist – CRS (2.0 FTE) Two full-time positions to provide back-up crisis assessment and support, and to provide linkages to community services and routine follow-up wellness checks. At least 2 years of personal or professional experience in crisis management, community outreach, harm reduction, or case management. Strongly encouraged to be a peer professional with deep roots and connections to community resources and community members served by MACRO.

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Qualifications and Relevant Experience

Applications can be submitted by a single organization or as a collaboration with two or more organizations. Collaborative proposals must clearly identify a lead agency. Applications from a single organization are strongly encouraged to demonstrate collaborative relationships with other community service organizations that can be leveraged for referrals and linkages to services during the MACRO pilot.

Minimum Qualifications

Applicants must meet the following minimum qualifications:

- Have at least 5 years of experience providing crisis services such as managing a crisis hotline, conflict mediation or conflict resolution services, mobile outreach teams, suicide prevention, residential or respite crisis services, or crisis counseling;
- Have experience with de-escalation, conflict mediation, restorative practices, trauma informed care, and/or harm reduction;
- Demonstrated experience providing a structured supervision model with regularly scheduled supervision sessions that include debriefing and other supportive techniques to ensure staff wellness;
- Have strong connections to local community resources and services within the communities served by MACRO;
- Demonstrated experience collaborating and having connections with other local and government service providers to link people to a wide range of services and resources; and
- Have an established and robust agency information management system to collect and organize all service provision data and outcome data.

Preferred/Specific Qualifications

Applicants are encouraged to describe any additional preferred qualifications including:

- Closely rooted or located in the local neighborhoods served by MACRO;
- Experience hiring for and operating community rooted, peer-based services ;
- Demonstrated experience working with individuals in crisis throughout the life span from child/youth through older adult;
- Demonstrated experience in advancing an equity framework throughout organizational operations (such as hiring, developing programs, delivery services, leadership);
- Experience supporting staff who may be experiencing vicarious trauma;
- Potential to manage a MACRO call hotline in the future that may be operational 24 hours per day/7 days per week to serve as an alternative referral method for MACRO calls instead of, or in addition to, 911;
- Documented experience participating in a rigorous process and outcomes evaluation and utilizing information to disseminate results and refine program design and implementation; and
- Able to work collaboratively with a wide range of community resources and service providers.

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Supplemental Questions

Applicants are also asked to answer the following supplemental questions:

- The MACRO framework presented in this RFQ has been developed to represent the broad approach the City intends to implement for this community responder pilot. Is there anything missing or anything additional you would add to the framework?
- Please provide details about your salary structure, how you determine wages for each of your proposed positions, and any considerations you make to provide livable wages for employees.
- Please describe how your Board of Directors, management, and direct services staff reflects the communities intended to be served by the MACRO pilot and describe any equity measures you use to determine staff and Board Member selection.
- Please describe in more detail how you would engage community stakeholders in the implementation of the MACRO pilot.
- Please describe in more detail your organizational capacity to collect and manage data and how you use data to inform or talk about your work.

Please note: The terms “applicant”, “proposer”, “contractor”, “consultant” and others are used interchangeably throughout the RFQ document and all refer to the entity applying to provide MACRO services to the City of Oakland.

III. THE PROPOSAL

A. GENERAL INFORMATION

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business tax Certificate.
2. The City Council reserves the right to reject any and all proposals.
3. Local and Small Local Business Enterprise Program (L/SLBE)
 - a) *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.

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- b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c) Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f) Additional Preference Points for Request for Qualifications (RFQ) may be earned for having an Oakland resident workforce. **Applicants seeking additional preference points for having an Oakland resident workforce must submit a completed Schedule E-2 titled the “Oakland Workforce Verification Form” no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.**
- g) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Qualifications evaluation process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFQ. Preference points are awarded over and above the potential 100 points.
- h) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i) Joint Venture and Mentor Protégé Agreements. If a prime applicant or prime consultant is able to develop a Joint Venture or “Mentor-

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Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

- j) Applicant shall submit information concerning the ownership and workforce composition of Applicant’s firm as well as its sub-applicants and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
- k) All affirmative action efforts of Applicant are subject to tracking by the City. This information or data shall be used for statistical purposes only. All applicants are required to provide data regarding the make-up of their sub-applicants and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Applicant to hire and/or contract with the individual or entity in question.
- l) In the recruitment of sub-applicants, the City of Oakland requires all applicants to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- m) In the use of such recruitment, hiring and retention of employees or sub-applicants, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

4. The City’s Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to

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employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 5, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.

The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$14.98 with health benefits or \$17.19 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contract shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.21 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1)

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<https://www.irs.gov/> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>

- e. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
 - f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
 - g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
 - h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.
5. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. This contract is also subject to Oakland's Living Wage Ordinance (see Section 4, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:
<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

6. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Contractor's operations that occur (1) within the City; (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-contractors.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQ_BEOR.html#TOPTITLE

7. Prompt Payment Ordinance OMC Section 2.06.070 Prompt Payment Terms Required in Notices Inviting Bids, Requests for Proposals/Qualifications and Purchase Contracts

This Agreement is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless

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specific exemptions apply. Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

8. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub-Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.

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- f. The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g. All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- h. The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- i. In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- j. In the use of such recruitment, hiring and retention of employees or sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if it's Business Entity or any of

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its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

10. Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

11. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall;

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, *cyber network or cloud computing, internet, or cloud-based computer technology* or services with any "**BORDER WALL ENTITY**" individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of the a wall along any part of the United States – Mexico border.

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All vendors seeking to do business with the City of Oakland must be complete and sign “Schedule W” as a statement of compliance with Ordinance 13459 C.M.S.,

12. Pending Dispute Disclosure Policy:

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor’s request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

13. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

14. Nuclear Free Zone Disclosure

Contractor represents, pursuant to the combined form Nuclear Free Zone Disclosure Form that Contractor is in compliance with the City of Oakland’s restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete the combined form, attached hereto.

15. Sample Professional Service Agreement

This Agreement is subject to the attached Sample Professional Service Agreement.

16. Insurance Requirements

The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the Contractor’s insurance policies if and when requested. Failure to provide

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the insurance proof requested or failure to do so in a timely manner shall constitute grounds for rescission of the contract award.

The Contractor shall name the City of Oakland, its Council members, directors, officers, agents, employees and volunteers as additional insured in its Comprehensive Commercial General Liability and Automobile Liability policies. If Contractor submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 11 85 form and/or CA 20 48 - Designated Insured Form (for business auto insurance).

Please Note: A statement of additional insured endorsement on the ACORD insurance certificate is insufficient and will be rejected as proof of the additional insured requirement.

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (Schedule Q). A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

17. City Contractor Performance Evaluation

At the end of the project, the Project Manager will evaluate the Contractor's Performance in accordance with the City Contractor Performance Evaluation program.

18. Violation Of Federal, State, City/Agency Laws, Programs Or Policies:

The City or Agency may, in their sole discretion, consider violations of any programs and policies described or referenced in this Request for Proposal, a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and Agency and/or take any other action or invoke any other remedy available under law or equity.

19. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City.

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Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the Contractor's employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

20. The following City staff are available to answer questions:

RFQ and Project related issues:

Project Manager: Jessie Warner,

OaklandDVP_RFQ@oaklandca.gov, 510-238-6875

Contract Analyst: Jasmine Chan, (510) 238-7524

Compliance Officer: Sophany Hang, shang@oaklandca.gov

21. All responses to the RFQ become the property of the City.
22. The RFQ does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
23. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.
24. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFQ or any responses by any contractor teams
25. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
26. All documents and information submitted to the City of Oakland in response to an RFP/RFQ are public records pursuant to California

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Government Code, Sections 6254, et seq. and City of Oakland Sunshine Ordinance, Oakland Municipal Code Chapter 2.20. The City shall disclose such documents and information upon request by any member of the public, absent a mandatory duty to withhold or a discretionary exemption that the City may choose to exercise. The City shall not in any way be liable or responsible for any disclosures of documents or information made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

27. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

Submit Proposals electronically to iSupplier: **Submittals are due Friday, November 20, 2020 no later than 2:00 PM via iSupplier.** Please log onto iSupplier and submit an electronic copy of the proposal before the 2:00 p.m. deadline. Additionally, please email the complete proposal packet to: OaklandDVP_RFQ@oaklandca.gov or hand-deliver one (1) copy to the **Human Services Department, 150 Frank Ogawa Plaza, 4th Floor, Suite 4340, Oakland, CA 94612 by the required deadline.** Please do not submit proposals until the due date. Questions regarding online submittal through iSupplier must be directed to isupplier@oaklandca.gov to the attention of Jasmine Chan.

All proposals must include the project name, submittal date, and time the proposals are due on the documents.

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

1. Transmittal Letter

- a. For the transmittal letter, only. Addressed to Edward D. Reiskin, City Administrator, Office of the City Administrator, City Hall, 1 Frank Ogawa Plaza, 3rd Floor, Oakland, California, 94612.

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(Please do not submit proposals to this address or forward proposals to this address.)

- b. Signed by an officer of the contractor. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2. Project Team

- a. In response to this RFQ, the applicant should include the project team and any affiliations. For LBEs/SLBEs, submit a copy of current business license and date established in Oakland.
- b. Sub-contractors (if used): list addresses, telephone numbers and areas of expertise of each. Briefly describe the project responsibility of each team member. Identify which contractors are MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE). Additionally, for LBEs/SLBEs, submit a copy of current business license and date established in Oakland.

3. Project Personnel

- a. Lead Agency(s): Provide resume(s) detailing work and life experience, education, licensing requirements as appropriate for certain positions, and other factors relevant to the services describe in Section Two: Scope of Services of this RFQ.
- b. Sub-contracts: If you are proposing sub-contracts, provide a detailed resume(s) of the subcontracted positions that clearly identify work and life experience, education, licensing requirements as appropriate for certain positions, and other factors relevant to the services describe in Section Two: Scope of Services of this RFQ.

4. Relevant Experience

- a. Describe experiences performing similar functions in three separate projects to include a brief description of recommendations, outcomes, successes and challenges.
- b. If the team has worked together collaboratively, please include a description of this work.
- c. Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders.

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5. Project Approach and Organization

- a. Present your concept of the approach, organization, and structure required for this project. Indicate your understanding of the critical project elements as described in Section Two: Scope of Services of this RFQ. Incorporate your responses to any supplemental questions in this section.
- b. Describe how you intend to interface with City staff and the community.

6. Professional References

- a. Provide three professional references who can verify the applicant's previous experience and outcomes; giving name, company, address, current telephone number and email address, and business relationship. It is encouraged that recommendations come from projects described in #4 Relevant Experience.
- b. If proposing sub-contracts, it is encouraged that at least one professional reference can verify the subcontractor's previous experience and outcomes; giving name, company, address, current telephone number and email address, and business relationship.

7. Proposed Budget and Narrative

- a. Provide a complete budget for all proposed costs associated with the proposed application.
- b. Include a budget narrative that clearly describes details related to each cost.

8. Submittals are validated using the following RFQ Checklist.

- a Schedules (Required with submission)

- 1. Schedule E - Project Consultant Team**
 - 2. Schedule I – Sanctuary City Contracting and Investment Ordinance**
 - 3. Schedule O - Campaign Contribution Limits**
 - 4. Schedule W – Border Wall Prohibition**

- b. Other schedules must be submitted prior to full contract execution and are available at
<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

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- c. Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.
9. Proprietary Information: All responses to the RFQ become the property of the City. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary".
10. Public Records Act or Sunshine Ordinance: Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether to disclose "confidential" or "proprietary" information.

D. REJECTION OF PROPOSAL ELEMENTS

The City reserves the right to reject any or all proposals, whether minimum qualifications are met, and to modify, postpone, or cancel this RFQ without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date.
- Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFQ.

E. EVALUATION OF PROPOSALS

The following sample of criteria and the points for each criterion, for a total of 110 points, may be used in evaluating and rating the proposals:

- 1) Relevant Experience25 points
 - Experience on at least three (3) projects providing services like those described in this RFQ.
 - Past, recently completed, or on-going local government projects to substantiate experience.
 - Prior experience and ability to work with City staff, community groups, and other stakeholders.
 - Demonstrated collaboration with specific key stakeholders (including OPD, OFD, ACBH, Alameda County Care Connect)

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- 2) Qualifications25 points
 - Background and qualifications of team members and potential sub-contractors (organizations/agencies) comprising the teams.
 - Staffing includes team members with demonstrated strong ties to local communities and resources to be served by this pilot project.
 - Ability to provide substantial supervision including clinical supervision, case consultations, debriefing, and other additional support for all teams.
- 3) Organization20 points
 - Current workload, available staff and resources.
 - Capacity and flexibility to meet schedules, including any unexpected work.
 - Ability to perform on short notice and under time constraints.
 - Cost control procedures in design and construction.
 - Ability to perform numerous projects at the same time.
- 4) Approach25 points
 - Understanding of the nature and extent of the services required.
 - A specific outline of how the work will be performed.
 - Awareness of potential problems and providing possible solutions.
 - Special resources the applicant offers that are relevant to the successful completion of the project.
- 5) L/SLBE Certified Business Participation2-5 Points
- 6) Other Factors10 points
 - Presentation, completeness, clarity, organization, and responsiveness of proposal.
 - Reasonable costs associated with proposed budget.

F. INTERVIEWS OF SHORT-LISTED FIRMS

Interviews of short-listed qualified candidates may be held if a selection is not made from the evaluation phase.

- 1) It is anticipated that approximately three applicants will be invited to interview. The selected applicants will be notified in writing. It is presently anticipated that the interviews will be conducted within five (5) working days of notification.
- 2) The interviews will last approximately 60 minutes. Applicants will be asked to present a 20-minute presentation highlighting their qualifications and approach to the model and participate in a 40 minute question-and-answer period. The applicants should be prepared to discuss at the interview their specific experience providing services like those described in the RFQ,

project approach, estimated budget, available resources such as in-kind contributions, and other pertinent areas that would distinguish them. Interviews will be held remotely using an online video conferencing platform hosted by the City of Oakland.

- Only those applicants meeting the relevant experience in their RFQ submission will be invited for interviews.

- G. CONTRACT NEGOTIATIONS AND AWARD- SUBJECT TO CHANGE**

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2. The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
3. The City will withhold the final 10% of contract amount pending successful completion of work.
4. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
5. A sample City standard professional services agreement is included in the RFQ as referenced as Attachment A “Sample Agreement”. The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney’s Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
6. Upon award the City will issue a Notice to proceed.
7. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

END OF RFQ

ATTACHMENT A

SAMPLE ONLY
PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
Name of Contractor

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of **Month, date, year** between the City of Oakland, a municipal corporation, (“City”), One Frank H. Ogawa Plaza, Oakland, California 94612, and **Name of Contractor** (“Contractor”)

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A**, Scope of Services attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be **Project Manager**.

3. Time of Performance

Contractor’s services shall begin on **Month, Date, Year** and shall be completed **Month, Date, Year**.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be “Capped” so as not to exceed **\$Amount**, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor’s actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the

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contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, based on the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor can fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M**, Independent Contractor Questionnaire, attached hereto.

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c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred because of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

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7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities

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whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will refer to the contribution of the City of Oakland in making the project possible. The words “City of Oakland” will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with “Notice” section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the “Notice” section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

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14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
 - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
 - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related

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settlement negotiations to the extent that cooperation does not conflict with City's interests.

- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnatee.
- f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor because of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices

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unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice

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and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

18. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

19. Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide

20. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall;

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The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of the a wall along any part of the United States - Mexico border.

All vendors seeking to do business with the City of Oakland must are complete and sign "Schedule W" as a statement of compliance with Ordinance 13459 C.M.S,

21. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

22. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **month date year.**

23. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

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- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in

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any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

- b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

- c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

24. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed,

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color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

25. Local and Small Local Business Enterprise Program (L/SLBE)

- a. *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/sub consultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b. Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c. Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.

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- f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
- g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFQ. Preference points are awarded over and above the potential 100 points.
- h. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant can develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. To earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j. Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
- k. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE

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utilization to ensure the absence of unlawful discrimination based on age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- m. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

26. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 25, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater. The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$14.98 with health benefits or \$17.19 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, contractor shall pay adjusted wage rate.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.21 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company

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- policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
 - e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
 - f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
 - g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
 - h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.
27. Minimum Wage Ordinance
- Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.
- The law requires paid sick leave for employees and payment of service charges collected for their services.

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This contract is also subject to Oakland's Living Wage Ordinance (see Section 24, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:
<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

28. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1, Equal Benefits-Declaration of Nondiscrimination**.

29. City of Oakland Campaign Contribution Limits

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

30. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P**, Nuclear Free Zone Disclosure Form, that Contractor follows the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete **Schedule P**, attached hereto.

31. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

32. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

33. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

34. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present

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to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

35. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

36. Governing Law

This Agreement shall be governed by the laws of the State of California.

37. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)
Agency/Department
Address
Oakland, CA
Attn: Project Manager

Name of Contractor
Address
City State Zip
Attn: Project Manager

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

38. Entire Agreement of the Parties

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

This Agreement supersedes all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

39. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

40. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

41. Time of the Essence

Time is of the essence in the performance of this Agreement.

42. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all its obligations under this Agreement.

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

43. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

44. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

City of Oakland,
a municipal corporation

Name of Contractor

(City Administrator's Office) (Date)

(Signature) (Date)

(Agency Director's Signature) (Date)

Business Tax Certificate No.

Approved as to form and legality:

Date of Expiration

Resolution Number

(City Attorney's Office Signature) (Date)

Accounting Number

END OF PROFESSIONAL SERVICES CONTRACT SAMPLE

ATTACHMENT B1
(Stand-Alone Schedules Required with Proposal)

SCHEDULE E
(PROJECT CONSULTANT TEAM LISTING)

AND

SCHEDULE I
(SANCTUARY CITY CONTRACTING AND
INVESTMENT ORDINANCE)

AND

SCHEDULE O
(CAMPAIGN CONTRIBUTION LIMITS)

AND

SCHEDULE W
(BORDER WALL PROHIBITION FORM)

An interactive version of the forms can be downloaded from Contract s and Compliance website <https://www.oaklandca.gov/uploads/documents/Schedule-W-Form-Border-Wall-Prohibition.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

To be completed by prime consultants only.

The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Signed:

Attach additional page(s) if necessary.

* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

(Revised as of 6/06)



**CITY OF
OAKLAND**

Schedule I

“Sanctuary City Contracting and Investment Ordinance”

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition. This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland.

Compliance must be established prior to full contract execution.

.....

I, (name) _____, the undersigned, _____ of _____
(Position/Title)

(Business Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities. The term “data collection” includes the collection of information (such as personal information about consumers) for another purpose from that which it is ultimately used, datamining in large data bases for trends and information, threat-modeling to identify probable attackers to computer systems, predictive risk analysis to predict future events, and similar services. Additionally, this business entity does not anticipate a contract with ICE, CBP, or HHS/ORR for such work for the duration of a contract/contracts with the City of Oakland.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City’s Project Manager and invoice reviewer or the City Administrator’s Office, Chief Privacy Officer if any of this Business Entity’s subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine. Additionally, the City Administrator may to the extent permissible by law, remedy any such violations and may use all legal measures available to rescind, terminate, or void contracts in violation.
6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.

PLEASE COMPLETE AND SIGN

- ☐ I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.
- or
- ☐ I declare that I understand Ordinance # 13540 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

(Printed Name and Signature of Business Owner) (Date)

(Name of Business Entity) (Street Address, City, State, and Zip Code)

(Name of Parent Company) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____

email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____

Authorized Representative

_____ Date

SCHEDULE I DB/DM 2019

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)



SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor	
City Representative _____	Phone _____ Project Spec No. _____
Department _____	Contract/Proposal Name _____
This is an <input type="checkbox"/> Original <input type="checkbox"/> Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.	
Contractor Name _____ Phone _____ - _____ - _____	
Street Address _____	City _____, State _____ Zip _____
Type of Submission (check one) <input type="checkbox"/> Bid <input type="checkbox"/> Proposal <input type="checkbox"/> Qualification <input type="checkbox"/> Amendment	
Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.	
Individual or Business Name _____ Phone _____ - _____ - _____	
Street Address _____	City _____, State _____ Zip _____
The undersigned Contractor's Representative acknowledges by his or her signature the following:	
<p>The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.</p> <p>I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.</p> <p>I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.</p> <p>If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.</p>	
_____ Signature	_____/_____/_____ Date
_____ Print Name of Signer	_____ Position
To be Completed by City of Oakland after completion of the form	
Date Received by City: ____/____/____	By _____
Date Entered on Contractor Database: ____/____/____	By _____

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

SCHEDULE W
BORDER WALL PROHIBITION

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

☐ I declare that I understand Ordinance #13459 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

☐ I declare that I understand Ordinance #13459 C.M.S. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Name and Signature of Business Owner (Date) (Printed)

(Name of Business Entity)

(Street Address City, State and Zip Code)

(Name of Parent Company)

ATTACHMENT B2
(Stand-Alone Schedules Required Prior to Contract Award)

SCHEDULE E-2
(OAKLAND WORKFORCE
VERIFICATION)

AND

SCHEDULE Q
(INSURANCE REQUIREMENTS)

An interactive version of the forms can be downloaded from Contract s and Compliance website <https://www.oaklandca.gov/uploads/documents/OAK023255.pdf> or request for a copy from Paula Peav at ppeav@oaklandca.gov or phone number 510-238-3190

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)



Oakland Workforce Verification

Schedule E-2

Date Submitted: _____ Consultant/Service Provider: _____ Phone: _____

Address: _____ email: _____ # additional sheets attached: _____

PLEASE NOTE: All prime consultants seeking additional preference points for Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/RFQ.

REQUIRED ATTACHMENTS

Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	1	2	3
						Valid Photo ID	Other Proof of Oakland Residency	DE9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

PLEASE NOTE BELOW:

- 1) A valid photo ID is required to prove Oakland residency. If the employee does not have a valid photo ID, the employer must submit at least two (2) other acceptable forms of ID/Other acceptable proofs of residency. Valid photo IDs include: a) U.S. Passport, b) Employment Authorization Document, c) State Driver's license or ID Card, d) School ID Card, and/or e) U.S. Military Card.
- 2) Other Acceptable Proofs of Oakland Residency: Utility Bills, Bank Account Statements, Auto Registration, Mortgage Statements, Rental Agreements, and/or Verification of Public Assistance.
- 3) It is required that all firms submit their most recently filed DE6/9.

ADDITIONAL SHEET

Consultant/Service Provider _____ RFP/RFQ Title _____
Additional Page # _____ of _____

REQUIRED ATTACHMENTS

Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	1	2	3
						Valid Photo ID	Other Proof of Oakland Residency	DE6

Schedule Q
INSURANCE REQUIREMENTS
(Revised 09/12/2019)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$_____ each claim and \$_____ aggregate. If the professional liability/errors and omissions insurance is written on a claims-made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. 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 period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and*

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. 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 both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

ATTACHMENT C: City Schedules and Policies

PLEASE READ CAREFULLY: It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP), Notice Inviting Bids (NIB), Request for Qualifications (RFQ) and Grant announcements.

By submitting a response to this RFP/Q, NIB, or Grant opportunities, to the City of Oakland the prospective primary participant's authorized representative hereby certifies that your firm or not-for profit entity has reviewed all listed City Schedules, Ordinances and Resolutions and has responded appropriately.

Note: additional details are available on our website as follows:

<https://www.oaklandca.gov/documents/contracting-policies-and-legislation>

1. Schedule B-2 - (Arizona Resolution) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website
<https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona.
- iii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule B-2 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> *(see Combined Schedules)*

2. Schedule C-1 - (Declaration of Compliance with the Americans with Disabilities Act) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all its Contractors comply with their ADA obligations and

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

verify such compliance by signing this Declaration of Compliance.

- (1) You certify that you will comply with the Americans with Disabilities Act by:
 - (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
 - (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
 - (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration the Contractor's program would result;
 - (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
 - (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
 - (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

For Declaration of ADA compliance for facility and other special events agreements please reference C-2 on the above web site.

3. **Schedule D** – (Ownership, Ethnicity, and Gender Questionnaire) – **Applies to all agreements and is part of the “Combined Contract Schedules”**. *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see *Combined Schedules*)

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule”⁷ and must be submitted with proposal.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

⁷ Stand Alone Schedule is not part of the “Combined Schedule”.

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

[schedules](#).

- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.
- iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
- v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

5. Schedule E-2 (Oakland Workforce Verification Form) – Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.

- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
- ii. The Schedule E-2 form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

6. Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.

- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

7. Schedule G – (Progress Payment Form) – Applies to all agreements and is a “stand alone

Schedule”.

This Agreement is subject to the reporting of subcontractor progress payments monthly. The Schedule G form can be found on our website at

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

8. Schedule K – (Pending Dispute Disclosure Policy) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
 - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
 - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.
 - (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
 - (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
 - (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

9. Schedule M – (Independent Contractor Questionnaire, Part A). – Applies to all agreements and is part of the “Combined Contract Schedules”.

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

10. Schedule N - (LWO - Living Wage Ordinance) – Applies to Non-Construction agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website (https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAO R.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – Applies to Non-Construction agreements over \$25,000 and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

12. Schedule O – (City of Oakland Campaign Contribution Limits Form) - Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

- ii. The form is also available on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

13. Schedule P – (Nuclear Free Zone Disclosure) - Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 11478 C.M.S. can be found on our website at <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (*see Combined Schedules*)

14. Schedule Q - (Insurance Requirements) - Applies to all agreements and is a “stand alone Schedule”, and evidence of insurance must be provided.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> Schedule Q.
- ii. A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

15. Schedule R – (Subcontractor, Supplier, Trucking Listing) – applies to Construction agreements only and is a “stand alone Schedule”.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.
- ii. For establishing level of certified local Oakland for profit and not for profit

REQUEST FOR QUALIFICATIONS (RFQ) – (MACRO Pilot)

-
- participation and calculating compliance with council's 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
 - iv. The contractor herewith must list all subcontractors and suppliers with values more than one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
 - v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

16. Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action) - Applies to all agreements is part of the “Combined Contract Schedules”.

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (see Combined Schedules)

17. Schedule W – (Border Wall Prohibition)- Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.

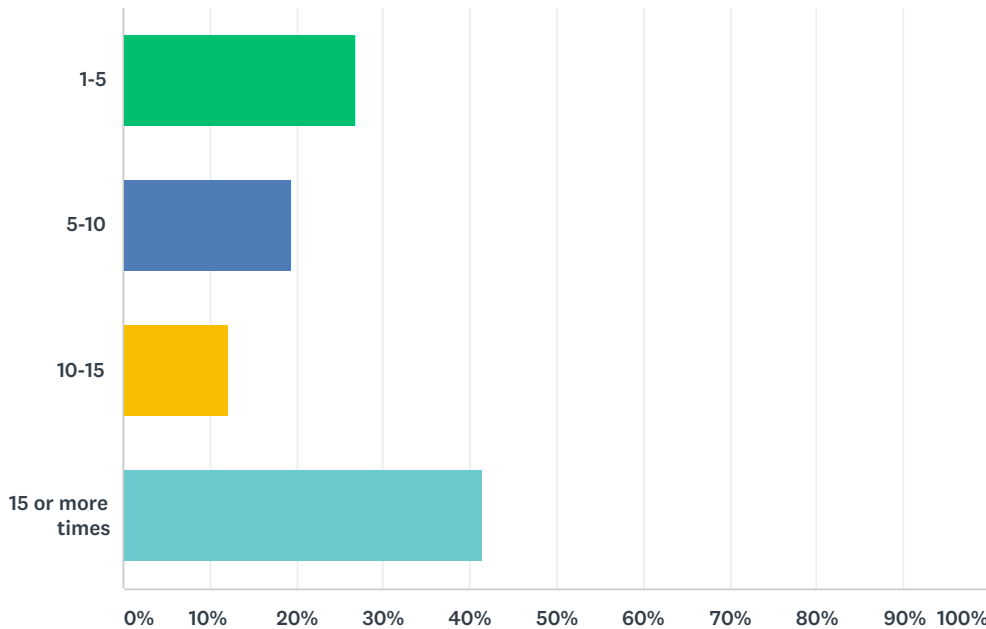
This Agreement is subject to the Ordinance #13459 C.M.S. and its implementing regulations. The full details of the Border Wall Ordinance are located on the City website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

PLEASE NOTE: *By submitting an RFP/Q, NIB or Grants to the City of Oakland the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*

Olympia Washington Crisis Response Team Survey Results

Q1 In a typical work week, how many times do you encounter "high utilizers" in some sort of crisis (in need of immediate social services)?
 "Crisis" for this survey being defined as noncriminal crisis, including intoxication, disorientation, homelessness, substance abuse and mental illness problems, and dispute resolution.

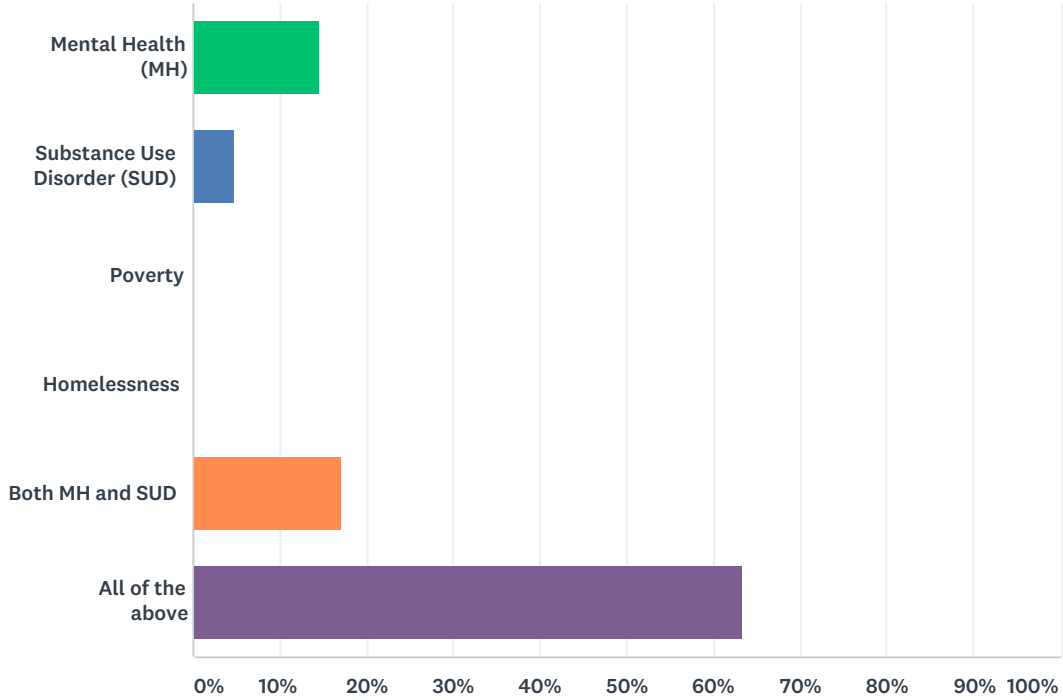
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
1-5	26.83%	11
5-10	19.51%	8
10-15	12.20%	5
15 or more times	41.46%	17
TOTAL		41

Q2 Cause of crisis?

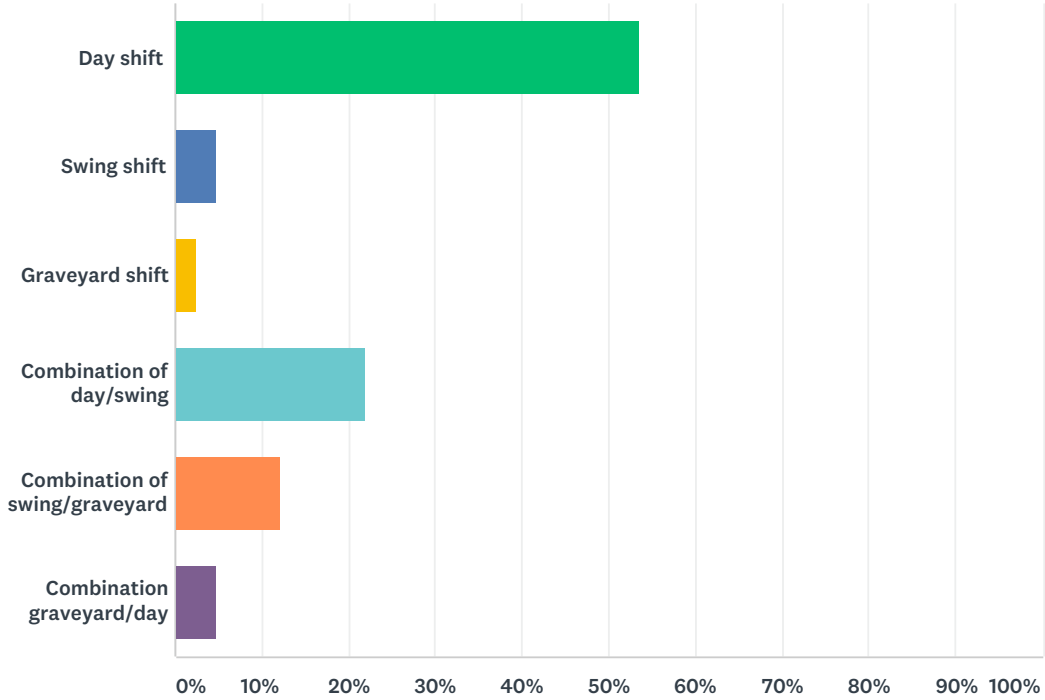
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
Mental Health (MH)	14.63%	6
Substance Use Disorder (SUD)	4.88%	2
Poverty	0.00%	0
Homelessness	0.00%	0
Both MH and SUD	17.07%	7
All of the above	63.41%	26
TOTAL		41

Q3 Time of day?

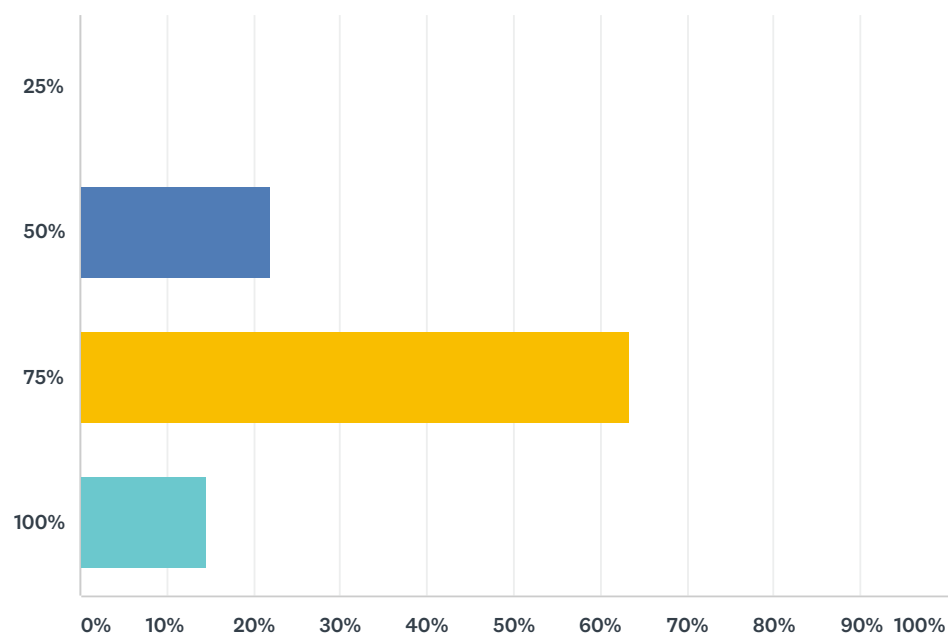
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
Day shift	53.66%	22
Swing shift	4.88%	2
Graveyard shift	2.44%	1
Combination of day/swing	21.95%	9
Combination of swing/graveyard	12.20%	5
Combination graveyard/day	4.88%	2
TOTAL		41

Q4 Of the individuals you come in contact with in crisis, what percentage are currently homeless?

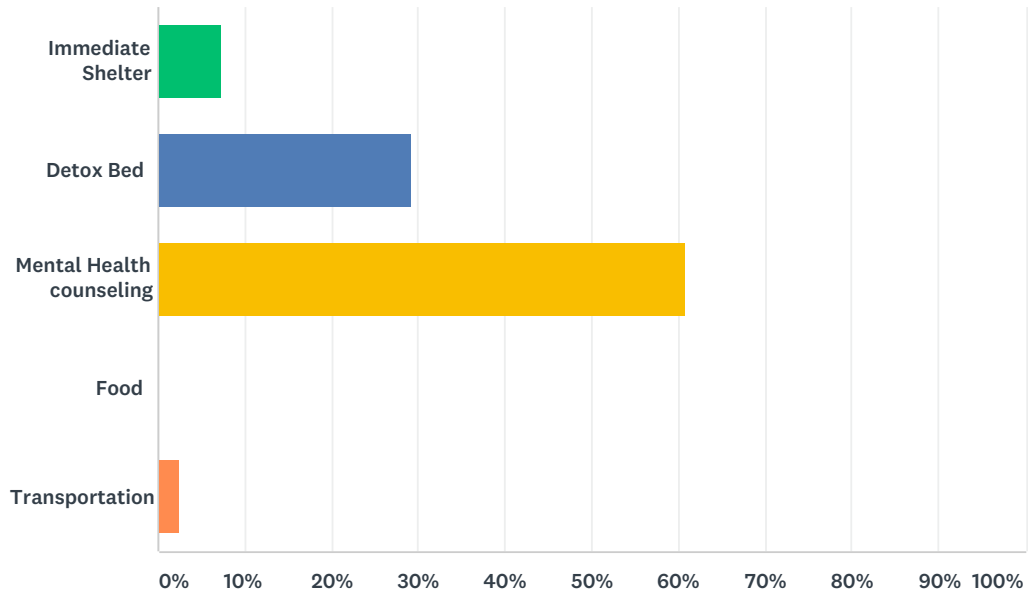
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
25%	0.00%	0
50%	21.95%	9
75%	63.41%	26
100%	14.63%	6
TOTAL		41

Q5 What resource is the greatest IMMEDIATE need of individuals that you encounter in crisis?

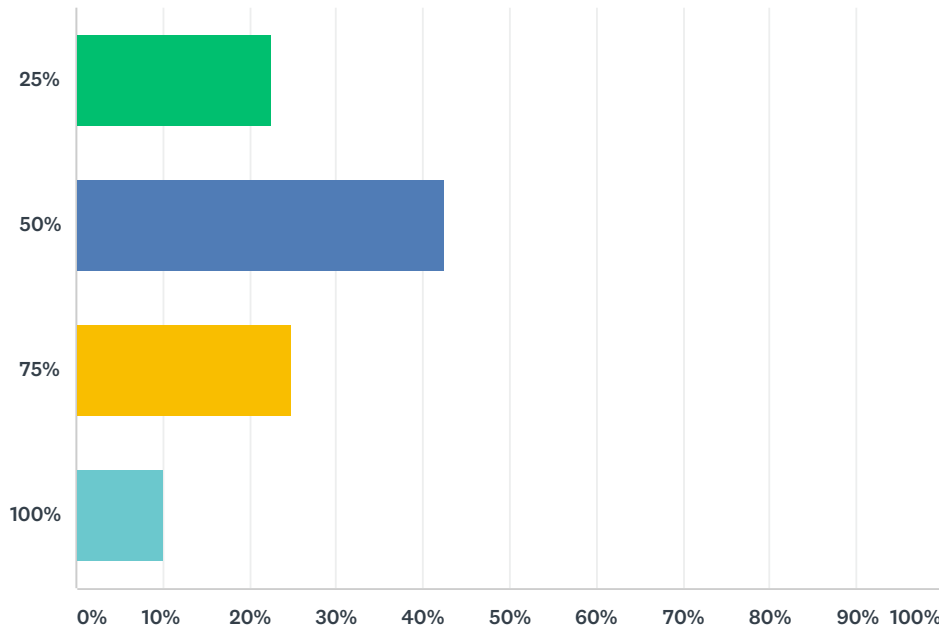
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
Immediate Shelter	7.32%	3
Detox Bed	29.27%	12
Mental Health counseling	60.98%	25
Food	0.00%	0
Transportation	2.44%	1
TOTAL		41

Q6 Of the individuals you encounter that are experiencing a mental health or substance use disorder crisis, what percentage of them also have a non-emergency medical issue?

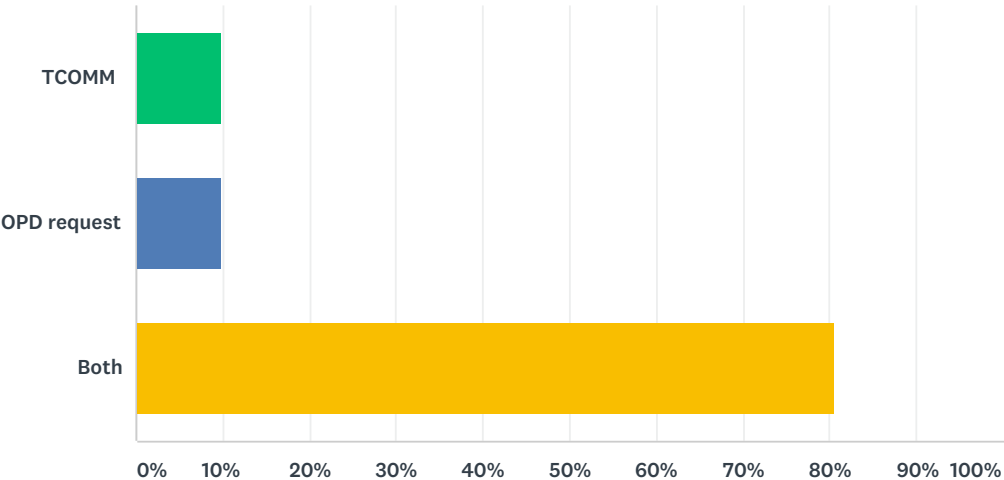
Answered: 40 Skipped: 1



ANSWER CHOICES	RESPONSES	
25%	22.50%	9
50%	42.50%	17
75%	25.00%	10
100%	10.00%	4
TOTAL		40

Q7 How should the crisis team be dispatched?

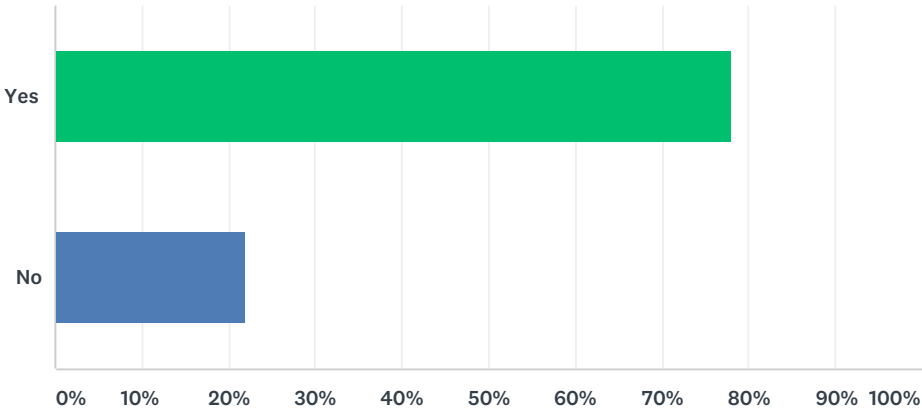
Answered: 41 Skipped: 0



ANSWER CHOICES	RESPONSES	
TCOMM	9.76%	4
OPD request	9.76%	4
Both	80.49%	33
TOTAL		41

Q8 Assuming proper safety guidelines, should there be an identified list of calls that the crisis team is automatically dispatched to? For example, disorderly conduct or welfare check?

Answered: 41 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		78.05%	32
No		21.95%	9
TOTAL			41

Q9 Recognizing that there may be some calls that have a higher likelihood of involving someone in crisis than others, what are those call most often dispatched as?

Answered: 35 Skipped: 6

#	RESPONSES	DATE
1	When people are walking into traffic	5/29/2018 4:05 PM
2	welfare check, suspicious circumstance	5/19/2018 9:58 AM
3	Disorderly	5/19/2018 8:58 AM
4	welfare check, disorderly conduct, unwanted, disturbance	5/18/2018 4:48 PM
5	Disorderly Conduct Downtown Welfare Checks Suicidal / MI's	5/18/2018 1:20 PM
6	disturbance, welfare check, disorderly	5/18/2018 4:25 AM
7	Suicidal checks, disorderly, criminal trespass, etc.	5/17/2018 7:47 AM
8	Welfare check	5/16/2018 8:30 PM
9	disturbance	5/16/2018 3:37 PM
10	Disorderly Conduct, Public Service calls in the front lobby of OPD	5/16/2018 8:55 AM
11	mental disturbance	5/16/2018 8:54 AM
12	mental, disorderly, unwanted, welfare check	5/16/2018 4:09 AM
13	mental ill	5/15/2018 1:02 PM
14	Welfare Check	5/15/2018 12:56 PM
15	loitering, trespass, disorderly	5/15/2018 11:36 AM
16	Mental	5/14/2018 11:15 PM
17	Disorderly/Unwanted/Disturbance	5/14/2018 6:14 PM
18	Disorderly or Mental	5/14/2018 12:54 PM
19	Disorderly conduct	5/14/2018 10:18 AM
20	mental problem	5/14/2018 10:09 AM
21	suspicious circumstance, disorderly, MI	5/14/2018 6:38 AM
22	suspicious circumstances	5/11/2018 9:23 AM
23	Welfare check, disorderly, trespass	5/11/2018 8:29 AM
24	disorderly conduct	5/10/2018 11:56 PM
25	Unwanted. Disorderly. Welfare check. Loitering	5/10/2018 10:33 PM
26	Disorderly conduct, welfare check, suspicious person or circumstance, exposure.	5/10/2018 9:03 PM
27	mental, keep the peace, unwanted/trespass, disorderly conduct, disturbance,	5/10/2018 5:31 PM
28	Mental disturbance or suspicious person	5/10/2018 4:40 PM
29	welfare check, suspicious, disorderly.	5/10/2018 4:13 PM
30	disturbance or disorderly conduct calls	5/10/2018 4:06 PM
31	Welfare check	5/10/2018 3:52 PM
32	Disorderly	5/10/2018 3:52 PM
33	Welfare checks	5/10/2018 3:46 PM

OPD Crisis Response Team Survey

34	Mental, suicide attempt, welfare check, intoxicated subject	5/10/2018 3:34 PM
35	Suicidals Single person noise complaint Ped interference	5/10/2018 3:29 PM

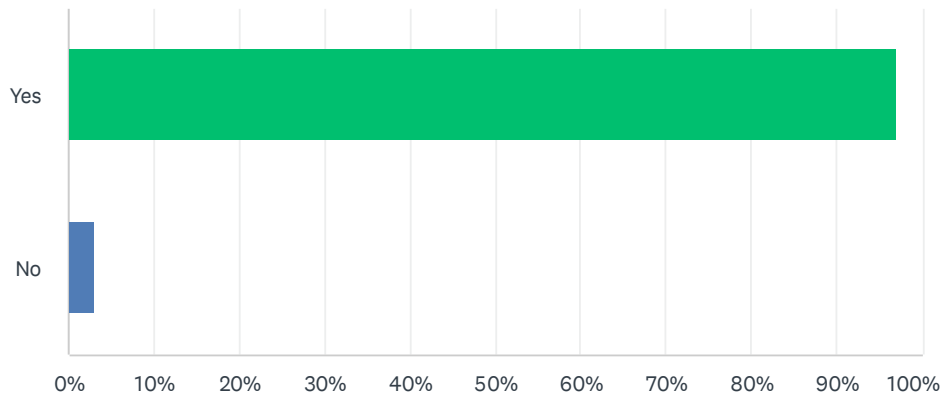
Q10 What else should be consider in developement of the crisis response team?

Answered: 20 Skipped: 21

#	RESPONSES	DATE
1	speed of response, in order to be useful this team would need to be on scene before we are needed	5/18/2018 4:48 PM
2	Reasonable response time	5/16/2018 8:55 AM
3	Accessibility outside of "normal" working hours. The team needs to be willing to respond....it sounds odd but the resources so far that say they are there to help...often won't even respond when asked. The team shouldn't see the police as the enemy.	5/16/2018 4:09 AM
4	chronic offender check in.	5/15/2018 11:36 AM
5	Hours of operation-ideally during high call volume times.	5/14/2018 6:14 PM
6	As MI individuals are unpredictable, safety is a concern. Recommend that team gets regular/monthly training (such as DT) for their safety.	5/14/2018 12:54 PM
7	I'm not supportive of a "self-dispatch" or direct dial option for service providers or other non-OPD folks. We will need to track our responses through a formal dispatch software/process.	5/14/2018 10:18 AM
8	training with police officers. They have to work hand in hand with the officers.	5/14/2018 10:09 AM
9	A combination of police officers and civilian mental health professionals.	5/11/2018 9:23 AM
10	transportation to hospital/TeleCare post crisis center release plan follow up with individuals	5/10/2018 11:56 PM
11	How/when will warrants and other 'criminal matters' be addressed	5/10/2018 10:33 PM
12	Commisioned/civilian - who will staff, training staff will receive, safety of team,	5/10/2018 5:31 PM
13	Ways to transport subjects and connections to immediate services	5/10/2018 4:40 PM
14	runaways	5/10/2018 4:13 PM
15	Availability 24-7.	5/10/2018 4:06 PM
16	Safety, transportation needs, coordinating competing (sometimes) priorities between criminal investigations and building trust with those in need	5/10/2018 3:52 PM
17	The majority of the time I believe the CRT will need to "stage" for law enforcement. I don't want to see anyone get hurt. There are too many safety concerns for the team to be contacting disorderly MI/SUD subjects by themselves (unless an officer is embedded in the team).	5/10/2018 3:52 PM
18	Safe means of transportation if LE is not available	5/10/2018 3:46 PM
19	Addition of a commissioned officer	5/10/2018 3:34 PM
20	Identifying recidivist and ensuring that they are provided with a long term treatment plan. Detox or alcohol recovery detention facilities	5/10/2018 3:29 PM

Q1 Do you live in Antioch?

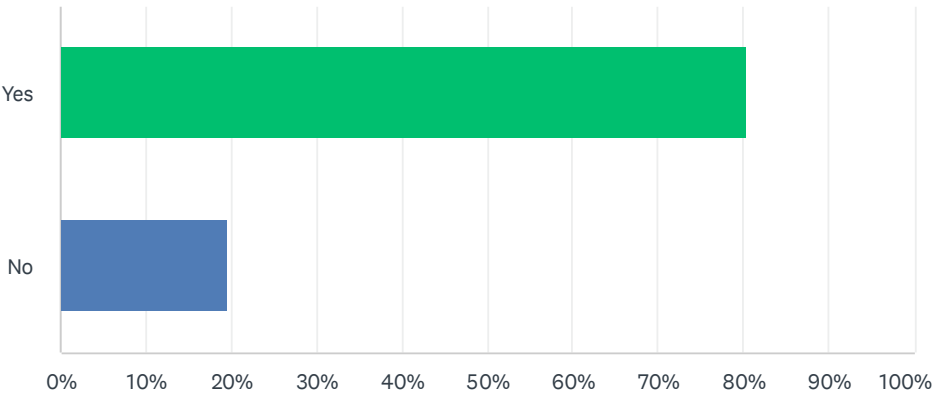
Answered: 495 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		96.97%	480
No		3.03%	15
TOTAL			495

Q2 Have you called or interacted with the emergency services (Police, Firefighters, Paramedics, etc.)?

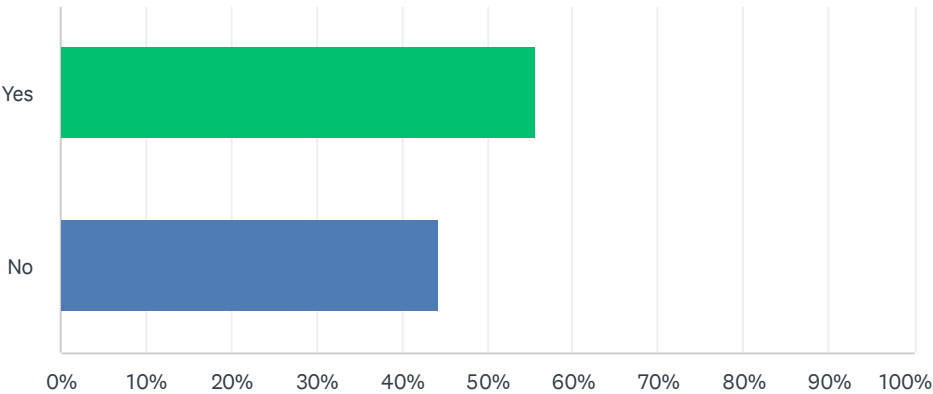
Answered: 493 Skipped: 2



ANSWER CHOICES		RESPONSES	
Yes		80.32%	396
No		19.68%	97
TOTAL			493

Q3 Was your call for an emergency situation?

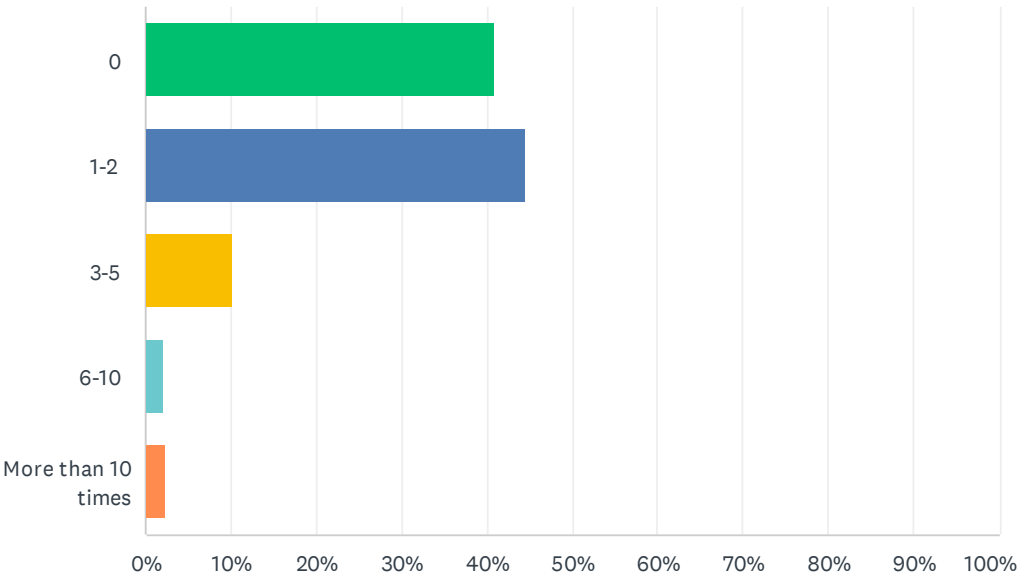
Answered: 462 Skipped: 33



ANSWER CHOICES	RESPONSES	
Yes	55.63%	257
No	44.37%	205
TOTAL		462

Q4 How many times have you called the emergency system in the last 12 months?

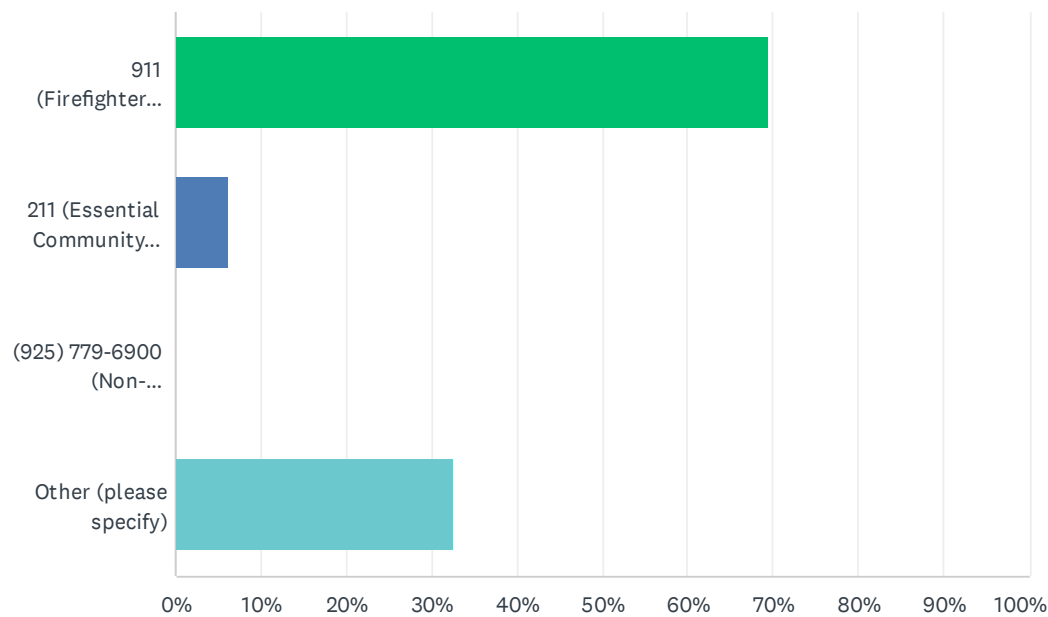
Answered: 487 Skipped: 8



ANSWER CHOICES	RESPONSES	
0	40.86%	199
1-2	44.56%	217
3-5	10.27%	50
6-10	2.05%	10
More than 10 times	2.26%	11
Total Respondents: 487		

Q5 What number(s) did you call? Mark all that applies

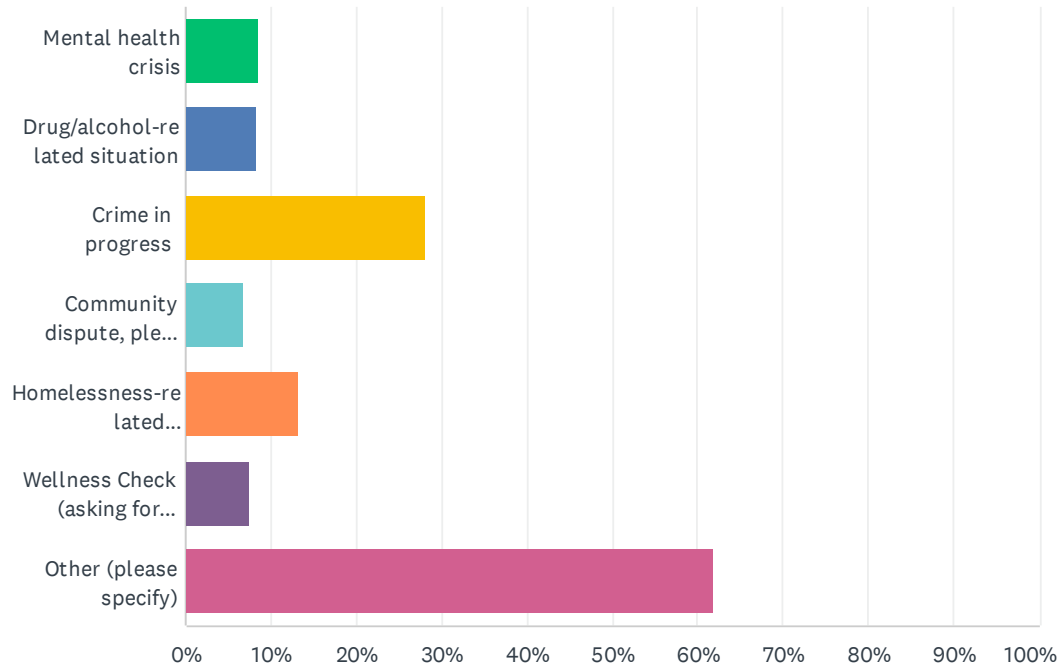
Answered: 341 Skipped: 154



ANSWER CHOICES	RESPONSES	
911 (Firefighters, Paramedics, Police)	69.50%	237
211 (Essential Community Services)	6.16%	21
(925) 779-6900 (Non- emergency)	0.00%	0
Other (please specify)	32.55%	111
Total Respondents: 341		

Q6 What was the reason for calling?

Answered: 338 Skipped: 157



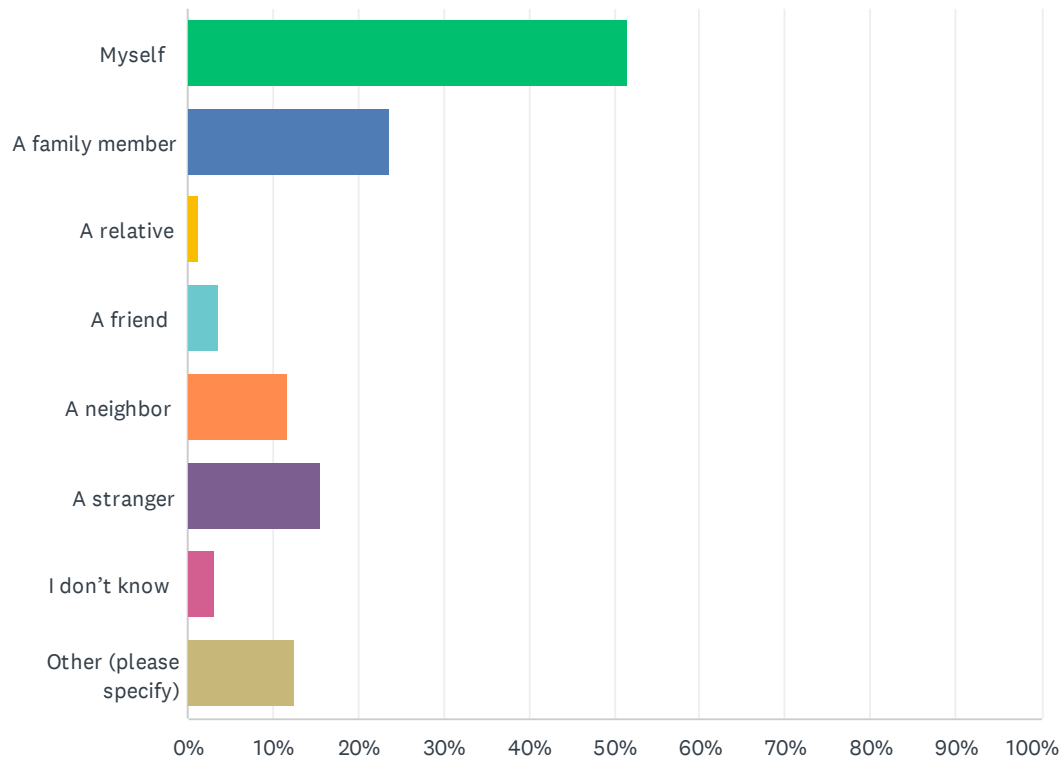
ANSWER CHOICES	RESPONSES	
Mental health crisis	8.58%	29
Drug/alcohol-related situation	8.28%	28
Crime in progress	28.11%	95
Community dispute, please explain	6.80%	23
Homelessness-related situation, please explain	13.31%	45
Wellness Check (asking for someone other than yourself)	7.40%	25
Other (please specify)	61.83%	209
Total Respondents: 338		

Q7 Please provide some details about the incident

Answered: 272 Skipped: 223

Q8 I called for:

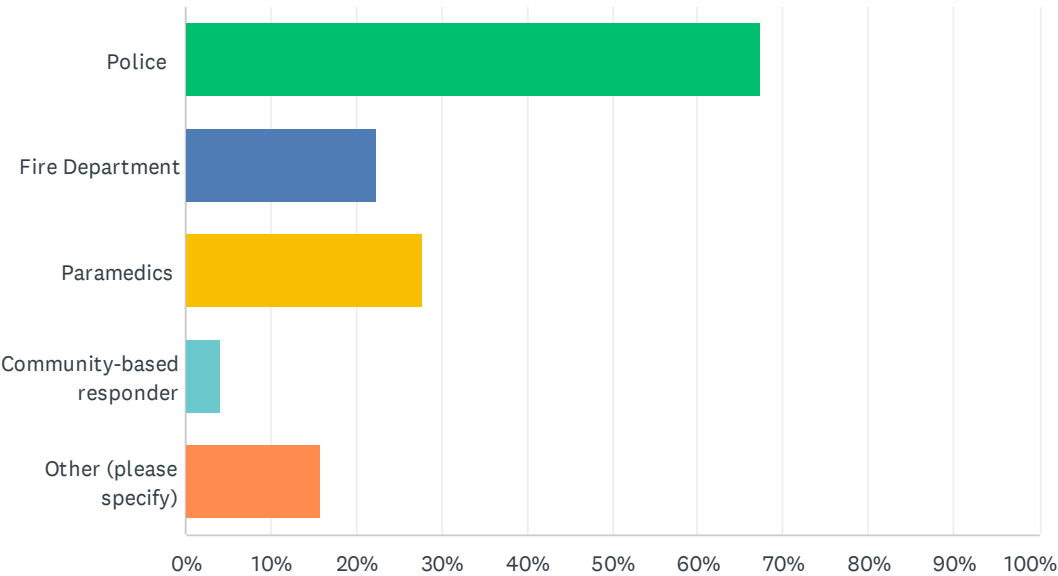
Answered: 341 Skipped: 154



ANSWER CHOICES	RESPONSES	
Myself	51.61%	176
A family member	23.75%	81
A relative	1.17%	4
A friend	3.52%	12
A neighbor	11.73%	40
A stranger	15.54%	53
I don't know	3.23%	11
Other (please specify)	12.61%	43
Total Respondents: 341		

Q9 Who responded? Mark all that applies

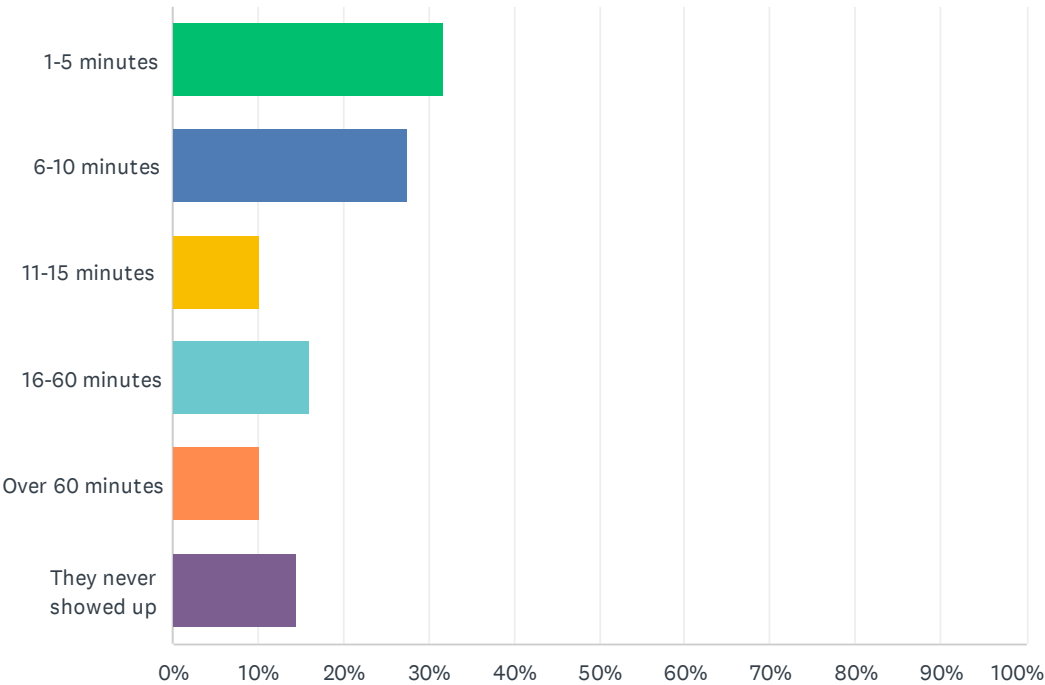
Answered: 318 Skipped: 177



ANSWER CHOICES	RESPONSES	
Police	67.30%	214
Fire Department	22.33%	71
Paramedics	27.67%	88
Community-based responder	4.09%	13
Other (please specify)	15.72%	50
Total Respondents: 318		

Q10 How long did it take first responders to arrive?

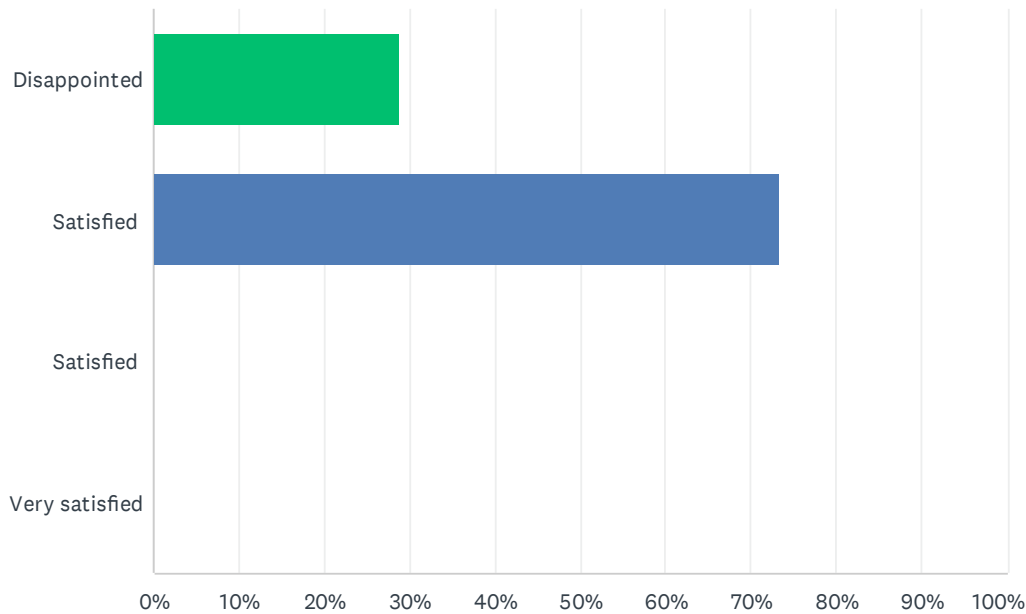
Answered: 305 Skipped: 190



ANSWER CHOICES	RESPONSES	
1-5 minutes	31.80%	97
6-10 minutes	27.54%	84
11-15 minutes	10.16%	31
16-60 minutes	16.07%	49
Over 60 minutes	10.16%	31
They never showed up	14.43%	44
Total Respondents: 305		

Q11 How do you feel about the way the responders handled the situation?

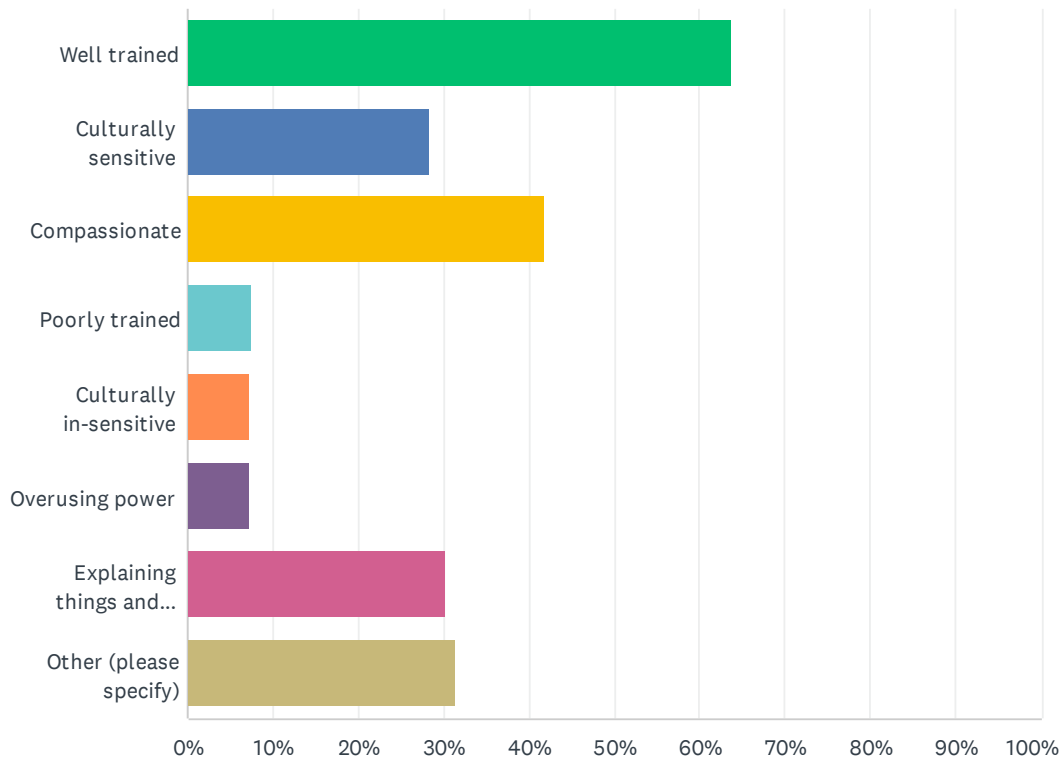
Answered: 312 Skipped: 183



ANSWER CHOICES		RESPONSES	
Disappointed		28.85%	90
Satisfied		73.40%	229
Satisfied		0.00%	0
Very satisfied		0.00%	0
Total Respondents: 312			

Q12 Did you feel the officers or responders were: Mark all that applies

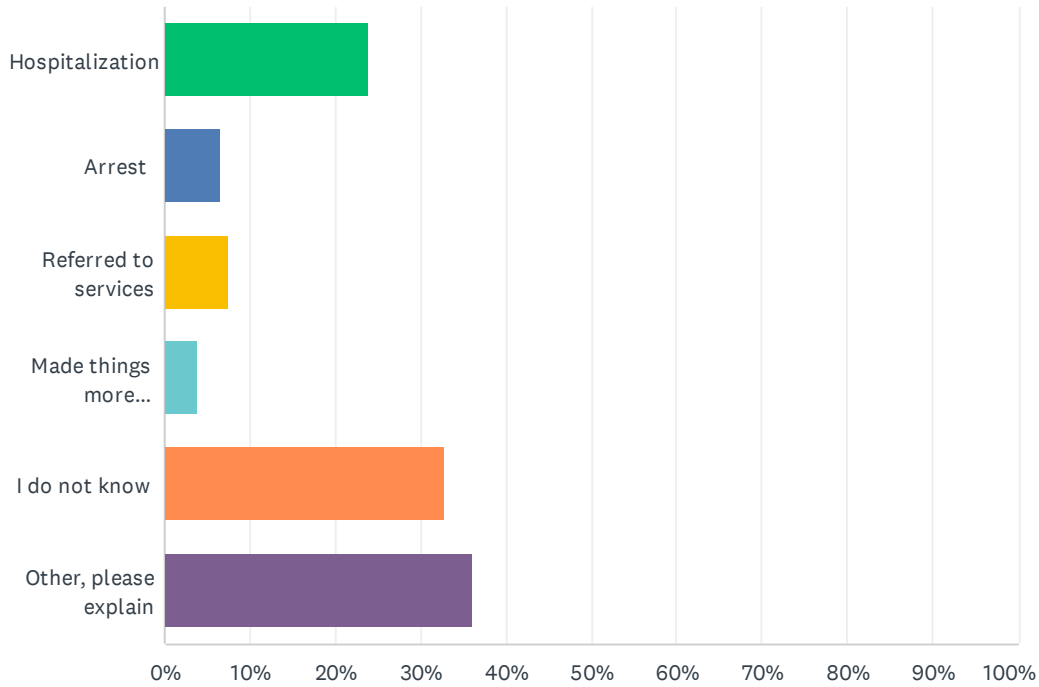
Answered: 318 Skipped: 177



ANSWER CHOICES	RESPONSES	
Well trained	63.84%	203
Culturally sensitive	28.30%	90
Compassionate	41.82%	133
Poorly trained	7.55%	24
Culturally in-sensitive	7.23%	23
Overusing power	7.23%	23
Explaining things and answering questions clearly	30.19%	96
Other (please specify)	31.45%	100
Total Respondents: 318		

Q13 What was the result of your call?

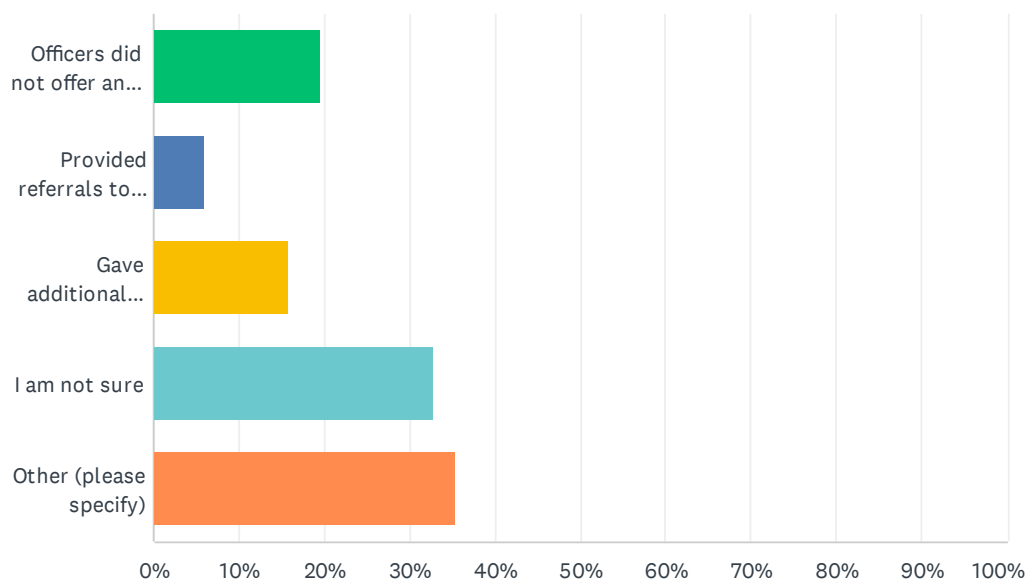
Answered: 292 Skipped: 203



ANSWER CHOICES	RESPONSES	
Hospitalization	23.97%	70
Arrest	6.51%	19
Referred to services	7.53%	22
Made things more complicated	3.77%	11
I do not know	32.88%	96
Other, please explain	35.96%	105
Total Respondents: 292		

Q14 How did the responders offer help? Mark all that applies

Answered: 286 Skipped: 209



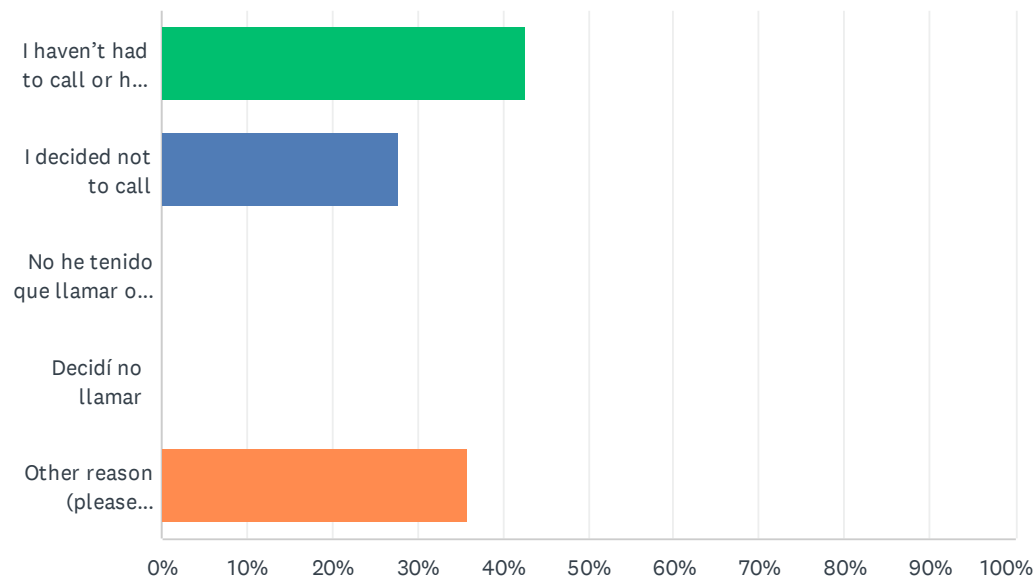
ANSWER CHOICES	RESPONSES	
Officers did not offer any help	19.58%	56
Provided referrals to an aftercare service or facility	5.94%	17
Gave additional resources that could help the situation	15.73%	45
I am not sure	32.87%	94
Other (please specify)	35.31%	101
Total Respondents: 286		

Q15 How could the officers or responders have been more helpful?

Answered: 185 Skipped: 310

Q16 If you have not interacted with first responders or called 911 was it because:

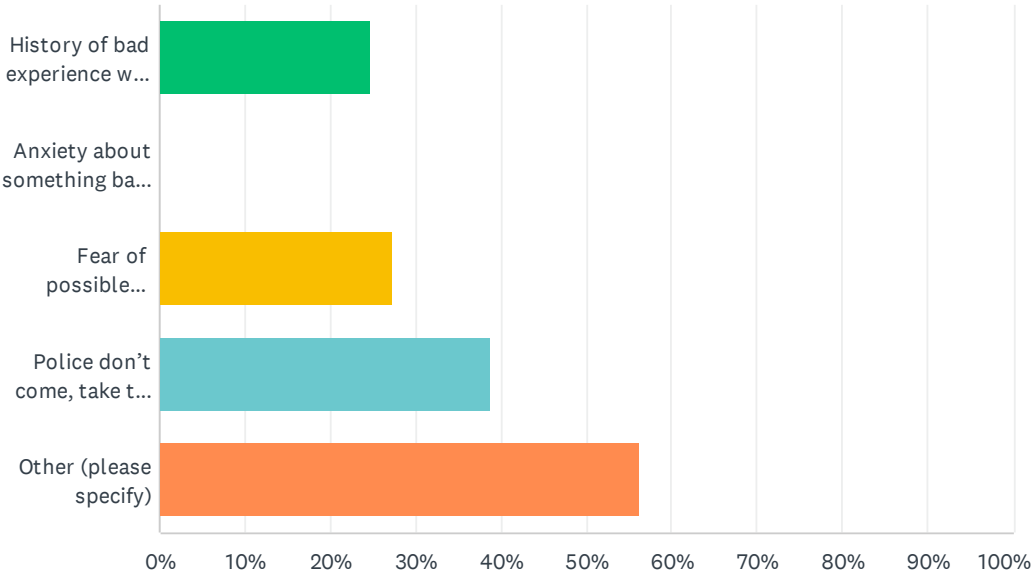
Answered: 148 Skipped: 347



ANSWER CHOICES	RESPONSES	
I haven't had to call or had no interaction	42.57%	63
I decided not to call	27.70%	41
No he tenido que llamar o no he tenido interacción	0.00%	0
Decidí no llamar	0.00%	0
Other reason (please specify)	35.81%	53
Total Respondents: 148		

Q17 I decided NOT to call the 911 system because of:

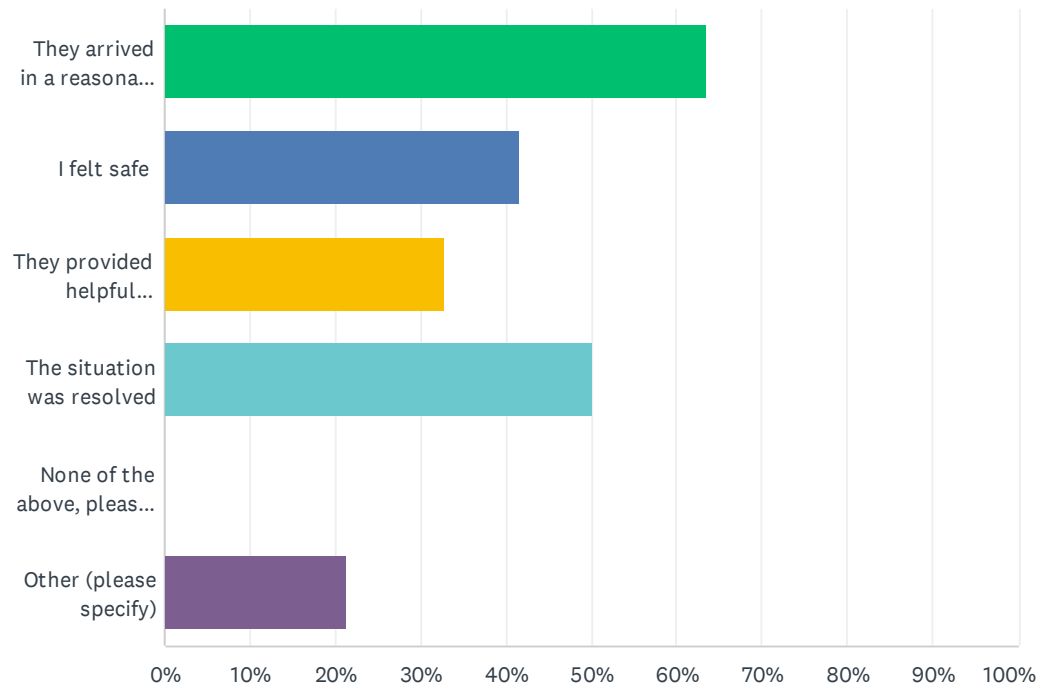
Answered: 121 Skipped: 374



ANSWER CHOICES	RESPONSES	
History of bad experience with the police	24.79%	30
Anxiety about something bad happening	0.00%	0
Fear of possible negative experience with the police	27.27%	33
Police don't come, take too long	38.84%	47
Other (please specify)	56.20%	68
Total Respondents: 121		

Q18 What went well? Mark all that applies

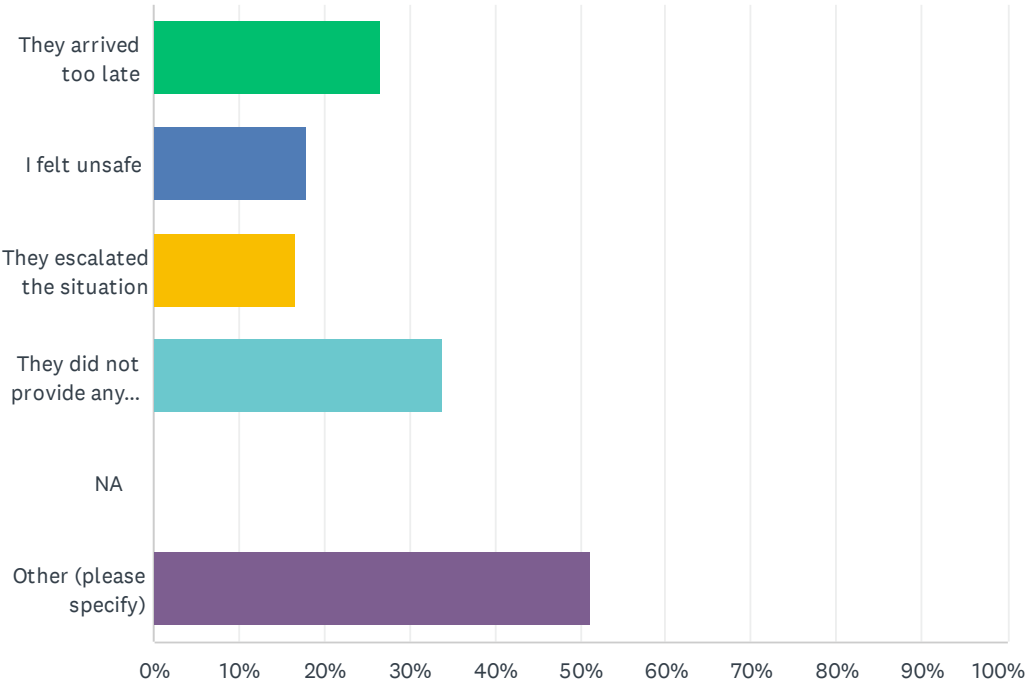
Answered: 238 Skipped: 257



ANSWER CHOICES	RESPONSES	
They arrived in a reasonable amount of time	63.45%	151
I felt safe	41.60%	99
They provided helpful information	32.77%	78
The situation was resolved	50.00%	119
None of the above, please explain	0.00%	0
Other (please specify)	21.43%	51
Total Respondents: 238		

Q19 What did not go well? Mark all that applies

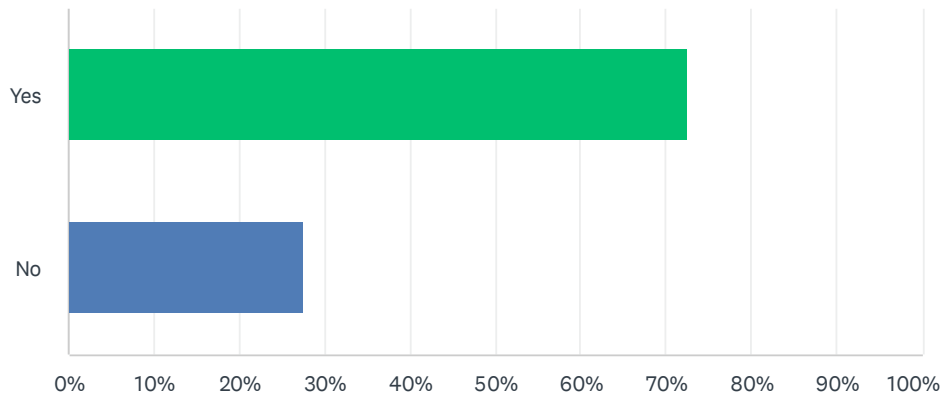
Answered: 139 Skipped: 356



ANSWER CHOICES	RESPONSES	
They arrived too late	26.62%	37
I felt unsafe	17.99%	25
They escalated the situation	16.55%	23
They did not provide any information	33.81%	47
NA	0.00%	0
Other (please specify)	51.08%	71
Total Respondents: 139		

Q20 Do you support the decision to develop a community-based response system for 911 non-emergency calls?

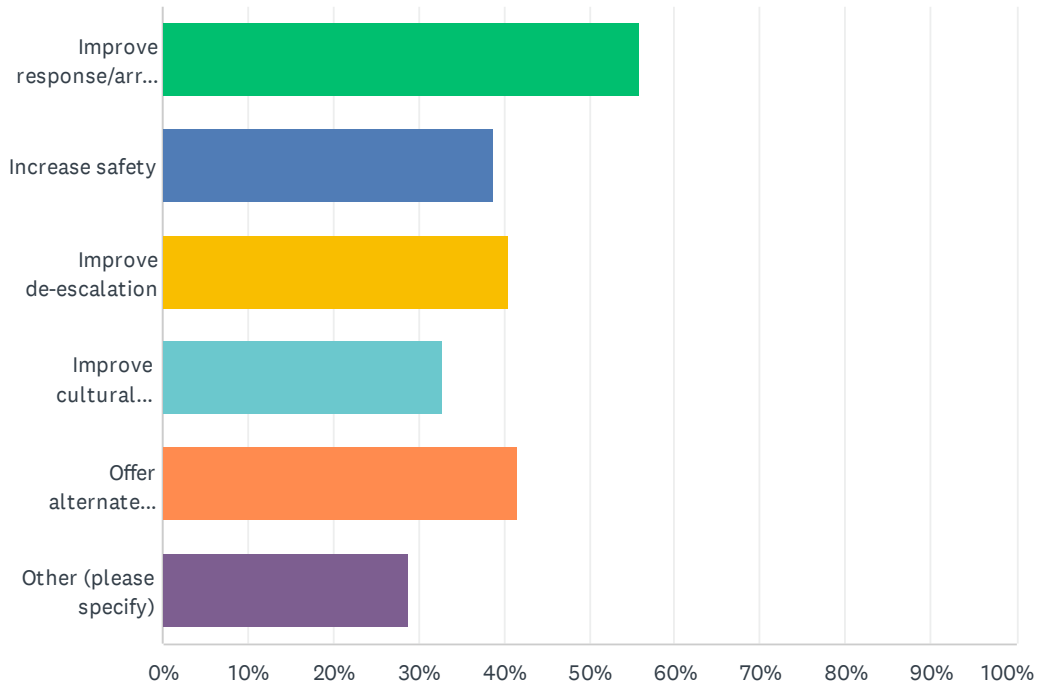
Answered: 309 Skipped: 186



ANSWER CHOICES	RESPONSES	
Yes	72.49%	224
No	27.51%	85
TOTAL		309

Q21 What changes would make the current response system better? Mark all that applies

Answered: 281 Skipped: 214



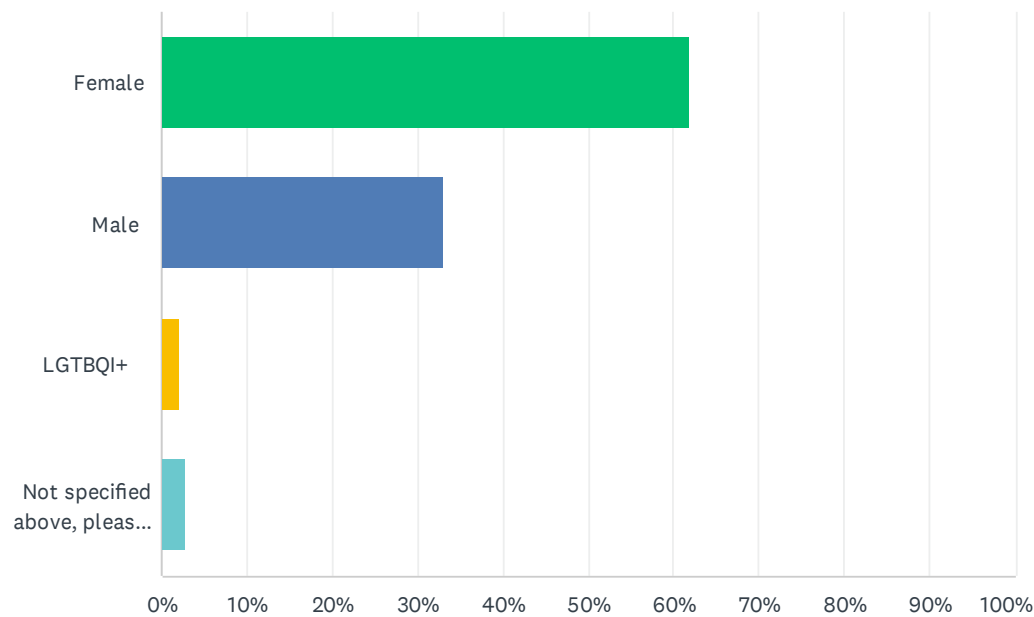
ANSWER CHOICES	RESPONSES	
Improve response/arrival time	55.87%	157
Increase safety	38.79%	109
Improve de-escalation	40.57%	114
Improve cultural sensitivity	32.74%	92
Offer alternate mobile crisis assistance without police	41.64%	117
Other (please specify)	28.83%	81
Total Respondents: 281		

Q22 Please share any other feedback

Answered: 132 Skipped: 363

Q23 What is your gender identity?

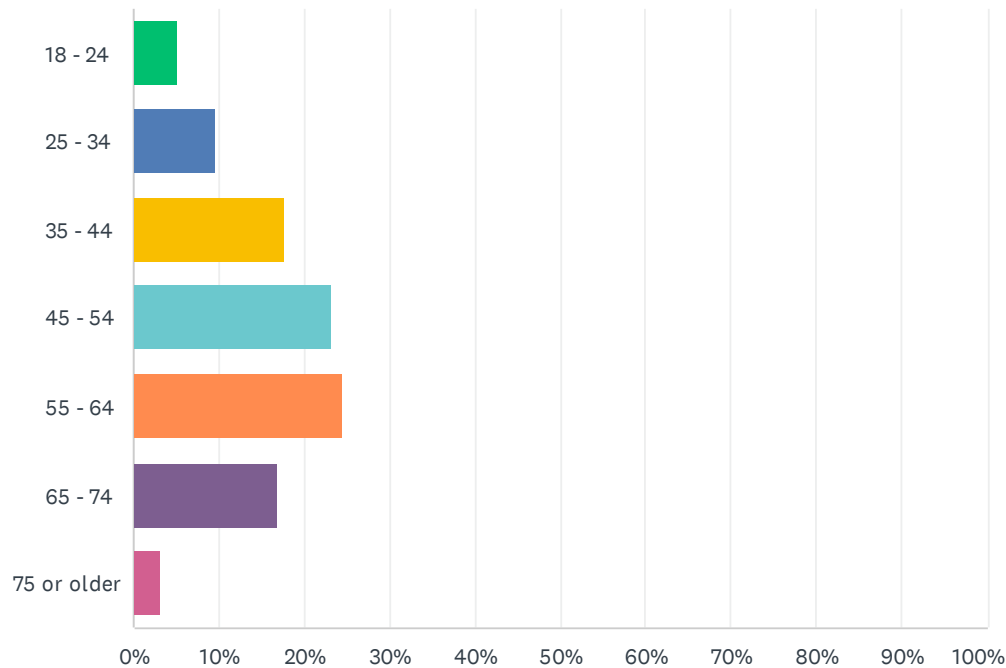
Answered: 317 Skipped: 178



ANSWER CHOICES	RESPONSES	
Female	61.83%	196
Male	33.12%	105
LGBTQI+	2.21%	7
Not specified above, please specify	2.84%	9
TOTAL		317

Q24 What is your age?

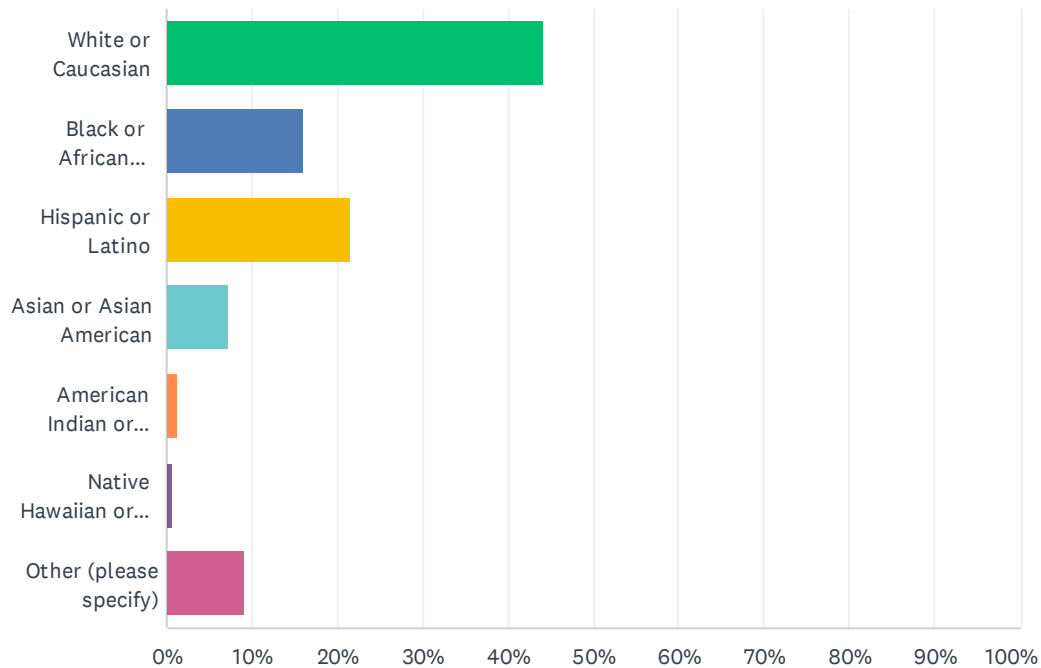
Answered: 315 Skipped: 180



ANSWER CHOICES	RESPONSES	
18 - 24	5.08%	16
25 - 34	9.52%	30
35 - 44	17.78%	56
45 - 54	23.17%	73
55 - 64	24.44%	77
65 - 74	16.83%	53
75 or older	3.17%	10
TOTAL		315

Q25 What is your race/ethnicity?

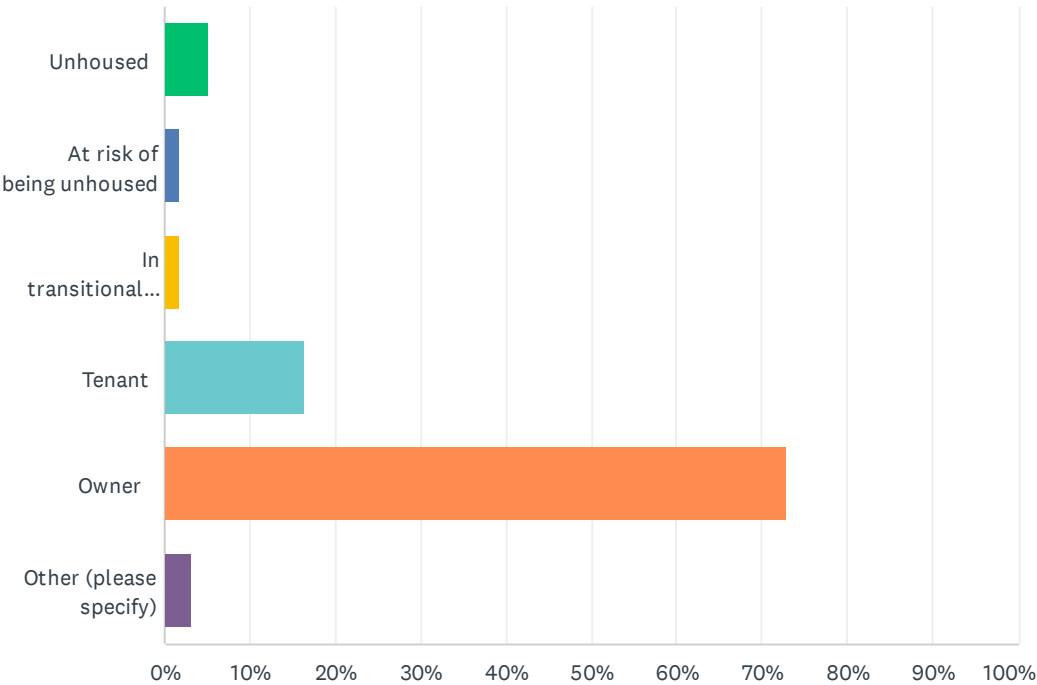
Answered: 317 Skipped: 178



ANSWER CHOICES	RESPONSES	
White or Caucasian	44.16%	140
Black or African American	16.09%	51
Hispanic or Latino	21.45%	68
Asian or Asian American	7.26%	23
American Indian or Alaska Native	1.26%	4
Native Hawaiian or other Pacific Islander	0.63%	2
Other (please specify)	9.15%	29
TOTAL		317

Q26 How do you describe your housing situation?

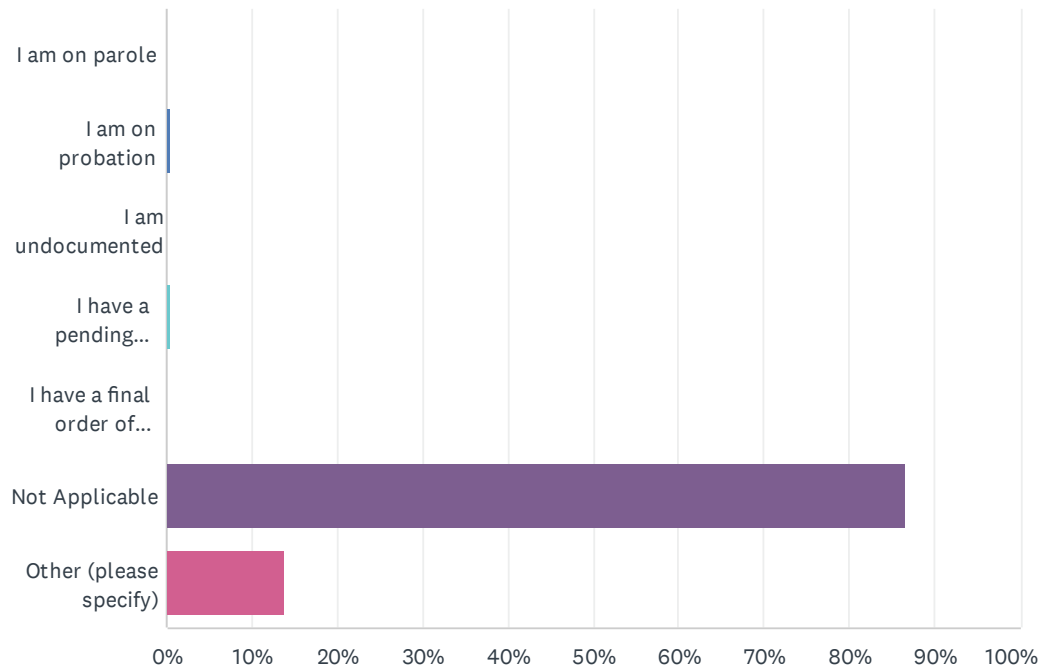
Answered: 309 Skipped: 186



ANSWER CHOICES	RESPONSES	
Unhoused	5.18%	16
At risk of being unhoused	1.62%	5
In transitional housing	1.62%	5
Tenant	16.50%	51
Owner	72.82%	225
Other (please specify)	3.24%	10
Total Respondents: 309		

Q27 Is there any reason that stops you from calling the 911 system:

Answered: 275 Skipped: 220



ANSWER CHOICES	RESPONSES	
I am on parole	0.00%	0
I am on probation	0.36%	1
I am undocumented	0.00%	0
I have a pending immigration case	0.36%	1
I have a final order of deportation	0.00%	0
Not Applicable	86.55%	238
Other (please specify)	13.82%	38
Total Respondents: 275		

Q28 Where do you live?

Answered: 260 Skipped: 235

ANSWER CHOICES	RESPONSES	
Neighborhood	72.31%	188
Street	80.77%	210
Cross Street	68.85%	179

Q29 This survey is anonymous and your responses are confidential. Only if you would like to share your story with our team, please enter your contact information below.

Answered: 70 Skipped: 425

ANSWER CHOICES	RESPONSES	
Name	98.57%	69
Company	0.00%	0
Address	0.00%	0
Address 2	0.00%	0
City/Town	0.00%	0
State/Province	0.00%	0
ZIP/Postal Code	0.00%	0
Country	0.00%	0
Email Address	84.29%	59
Phone Number	81.43%	57

**ATTACHMENT B
EVALUATION CRITERIA**

	WRITTEN MATERIALS Max. Points	INTERVIEW Max. Points	MAXIMUM OVERALL
Shared Vision & Commitment to Continuous Improvement	20	20	40
Organizational Capabilities & Experience	15	15	30
Program Understanding & Approach	15	15	30
Quality of Leadership, Proposed Team & Staffing Plan	15	15	30
Service Provider Network Development & Knowledge Building Capacity	15	15	30
Readiness & Availability	10	10	20
Cost and Other Factors – clarity, completeness, responsiveness and costs associated with fee schedule and estimated budget	10	10	20
TOTAL	100	100	200

ATTACHMENT C
SAMPLE AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
_____ [NAME OF CONTRACTOR]**

FOR ANTIOCH CARE TEAM PROGRAM

THIS AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 202____ (“**Effective Date**”) by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 (“**City**”) and _____ with its principle place of business at _____ (“**Contractor**”) as of _____, 202_. City and Contractor individually are sometimes referred to herein as “**Party**” and collectively as “**Parties.**”

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein at the time and place and in the manner specified therein (“**Services**”). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Contractor shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the Services required by this Agreement shall not affect the City’s right to terminate the Agreement, under Section 8.

1.2 Standard of Performance. Contractor represents that it is experienced in providing these Services to public clients and is familiar with the plans and needs of City. Contractor shall perform all Services required pursuant to this Agreement in a good and workmanlike manner and in accordance with the highest professional standards.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.3.1 If required by the City, and to the extent permitted by law, Contractor shall ensure that criminal background checks are completed prior to engagement of any Contractor employee, director, officer, agent, subcontractor, or volunteer on performance of any sensitive Services under this Agreement, as determined by the City.

1.4 Time. Contractor shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor’s obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed [REDACTED], notwithstanding any contrary indications that may be contained in Contractor's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Contractor for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing Services; and,
- Contractor's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit B and incorporated herein by, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs

incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Contractor.

2.3 Total Payment. City shall pay for the Services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses shall be identified in Exhibit B, and shall not exceed _____ (\$ _____). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.6 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. Contractor is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Contractor receives authorization to proceed from the Contract Administrator.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

3.1 Equipment Purchase.

3.1.1 Prior authorization, in writing, by City shall be required before Contractor enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services for which Contractor intends to seek reimbursement from City. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

3.1.2 City may require three competitive quotations with the request for such purchase, or the absence of bidding must be adequately justified.

3.1.3 Any equipment purchased as a result of this Agreement is subject to the following:

Contractor shall maintain, and provide to the City upon request, an inventory of all nonexpendable property having a useful life of at least one year.

Title to all property shall vest in the name of the City. During the term of this Agreement, Contractor shall be responsible for the protection, maintenance and preservation of all such property held in custody for the City. Contractor shall, upon expiration or termination of this Agreement, deliver to the City all such property, and documents evidencing title to same, as applicable. In the case of lost or stolen items or equipment, Contractor shall immediately notify the City Administrator, and shall complete any reports or follow such other procedures regarding lost or stolen items or equipment as required by the City.

3.1.4 Contractor shall comply with all other requirements of the City regarding supplies and equipment procured under this Agreement as may be set forth in Exhibit A, or in any policies or procedures developed pursuant to this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Contractor's proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

4.2 Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3 Sexual/Abuse insurance. If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides case management services, or provides housing services to vulnerable groups (i.e., homeless persons), Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

4.4 Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4.5 Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.6 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

4.6.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to 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 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.6.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.6.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.6.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.6.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.6.6 Claims made policies. If any of the required policies provide claims-made coverage:

4.6.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.6.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.6.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.7 Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.8 Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

4.9 Higher Limits. If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.10 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.11 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

5.1.1 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.2 By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

SECTION 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

7.6 Federal Requirements. Coronavirus Local Fiscal Recovery Funds ("CLFRF") may be used to fund all or a portion of this Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

(a) Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury's Final Rule, and CLFRF reporting requirements, as applicable (collectively, the "CLFRF Compliance Requirements"). The CLFRF Compliance Requirements are expressly incorporated herein by reference.

(b) C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(c) Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement, including but not limited to, CLFRF Compliance Requirements, 2 C.F.R. Part 200, and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms herein and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination; Suspension.

8.1.1 City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for Services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.1.2 City shall may temporarily suspend this Agreement and the Services contemplated herein, wholly or in part, for such reasonable period as it deems necessary. Contractor will be paid for satisfactory Services performed prior to the date of suspension. During the period of suspension, Contractor shall not receive any payment for services or expenses incurred by Contractor by reason of such suspension.

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, reports, and any other work product prepared by Contractor pursuant to this Agreement; and/or

8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor in which case the City may charge Contractor the difference between the cost to have a different Contractor complete the work described in Exhibit A that is unfinished at the time of breach

and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All information, reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Contractor. Such materials and information shall not, without the prior written permission of City, be used by Contractor for any purpose other than the performance of this Agreement nor shall such information or materials be disclosed publicly. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Nothing furnished to Contractor which is generally known, shall be deemed confidential. Contractor shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

9.3 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement. Contractor further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all

Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Protocols; Incident Response. The Services shall be performed in compliance with all protocols provided to Contractor by the City, or developed pursuant to this Agreement and approved by the City. In addition to all other requirements for the Services contained in Exhibit A, Contractor shall have written plans or protocols and provide employee training for addressing incidents involving violence or threat of violence; loss, theft or unlawful accessing of confidential information; fraud or waste of Agreement funds; and unethical conduct. Contractor shall report all such incidents to the City within one business day of their occurrence, unless a shorter period is otherwise required by the City.

10.2 Addressing Community Concerns. To the extent permitted by law, Contractor shall notify the City of any material complaints regarding the Services, received orally or in writing, and shall take appropriate steps to acknowledge receipt of any such complaint(s). Contractor shall report all such complaints to the City within one business day of receipt.

10.3 Venue. In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.4 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Use of Recycled Products. Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.8 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

10.10 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.11 Contract Administration. This Agreement shall be administered on behalf of the City by [REDACTED] ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.12 Notices. Any written notice to Contractor shall be sent to:

Any written notice to City shall be sent to:

[INSERT DEPARTMENT NAME]
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

10.13 Contractor Representative. Contractor hereby designates [__INSERT NAME OR TITLE__], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.14 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
_____ [NAME OF CONTRACTOR]

FOR ANTIOCH CARE TEAM PROGRAM

CITY:

CITY OF ANTIOCH

Cornelius Johnson, Interim City Manager

Attest:

Elizabeth Householder, City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONTRACTOR:

[NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

EXHIBIT A
SCOPE OF WORK

[to be inserted]

EXHIBIT B
PAYMENT SCHEDULE

[to be inserted]

EXHIBIT C
FEDERAL PROVISIONS

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by the CLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by the CLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act: [Not applicable.]

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements

issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award

covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(I) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

ATTACHMENT D
NON-DEBARMENT CERTIFICATE

The undersigned hereby certifies that it and its principals (as defined in 2 C.F.R. §180.995 and supplemented by 2 C.F.R. §1532.995):

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(b) Have not within a three (3) year period preceding the date of this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding this procurement had one or more public transactions (federal, state or local) terminated for cause or default.

Name of Respondent: _____

By: _____

Title: _____

Date: _____