

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and ALAMEDA FAMILY SERVICES, a California non-profit corporation, whose address is 2325 CLEMENT AVENUE, SUITE A, ALAMEDA, CA 94501 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Clinician and Case Management Services for the Community Assessment Response and Engagement team. Provider was selected on a sole source basis because (must provide justification for sole source selection).
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Deliver clinician and case management support for the Community Assessment, Response, and Engagement (CARE Team) Program across multiple locations within the city. Provider’s duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Provider’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Provider shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Provider pursuant to this Agreement.
- E. Whereas, the City Council authorized the City Manager to execute this Agreement on _____.
- F. The City and Provider desire to enter into an agreement for clinician and case management support for the Community Assessment, Response, and Engagement (CARE Team) Program, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 1st day of July 2025, and shall terminate on the 30th day of June 2028, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. Compensation for work done under this Agreement, shall not exceed as follows:

FY 25-26 total compensation shall not exceed \$535,825

FY 2026-2027 total compensation shall not exceed \$561,507

FY 2027-2028 total compensation shall not exceed \$584,554

Total three-year compensation shall not exceed **\$1,681,886**

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are

caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS: To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney’s fees and costs of litigation (“Claims”), arising from Provider’s negligent or reckless acts or omissions, or willful misconduct, or from negligent or reckless acts or omissions, or willful misconduct, by Provider’s employees, agents, subcontractors, or volunteers, in performing Provider’s obligations pursuant to this Agreement.. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

a. As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

b. Provider’s obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

c. The City shall indemnify, defend, and hold harmless Provider from and against any Claims arising from the City’s negligent or reckless acts or omissions, or willful misconduct, or from negligent or reckless acts or omissions, or willful misconduct, by the City’s employees, agents, subcontractors, or volunteers, in performing the City’s obligations pursuant to this Agreement. The City’s obligation to indemnify, defend, and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.


10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the

term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Initial

 Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work

hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Provider. If not covered under Provider’s liability policy, such “property” coverage of the City may be endorsed onto Provider’s Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Provider.

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, 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 penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider’s name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums

at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written

consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider

without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. **RECORDS:**

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Fire Department
1300 Park Street
Alameda, CA 94501
ATTENTION: Nicholas Luby, Fire Chief
Ph: (510) 337-2102 / nluby@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Alameda Family Services
2325 Clement Avenue, Suite A
Alameda, CA 94501
ATTENTION: Director Katherine Swartz
Ph: (510) 629-6300

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Fire Department
1300 Park Street
Alameda, CA 94501
ATTENTION: Nicholas Luby, Fire Chief
Ph: (510) 337-2102 / nluby@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all

incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any

claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27.6. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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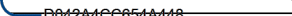
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

ALAMEDA FAMILY SERVICES
a California non-profit corporation

Signed by:



4/15/2025


Katherine Schwartz
Executive Director

CITY OF ALAMEDA
a municipal corporation


Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

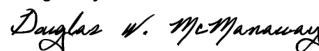


4/15/2025


Nicholas Luby
Fire Chief

APPROVED AS TO FORM:
City Attorney

Signed by:



4/15/2025


Douglas W. McManaway
Assistant City Attorney

Exhibit A



City of Alameda Fire Department Crisis Mental Health Response Program
Behavioral Health Subcontract Services
Scope of Work
Contract Term: 7/1/2025 – 6/30/2028

To support the City of Alameda Fire Department's Mental Health Crisis Response Program (CARE Team) within the City of Alameda's municipal district, additional complimentary services are requested of a qualified subcontractor as part of the program. The positions and scope of work are outlined here:

I. Behavioral Health Follow-up Care Services:

- A. Accept referrals from AFD Paramedics/EMTs for clinical services as follow-up to first responder calls within 24 hours of referral with the exception of the weekends when follow-up will take place on Mondays.

BACKGROUND

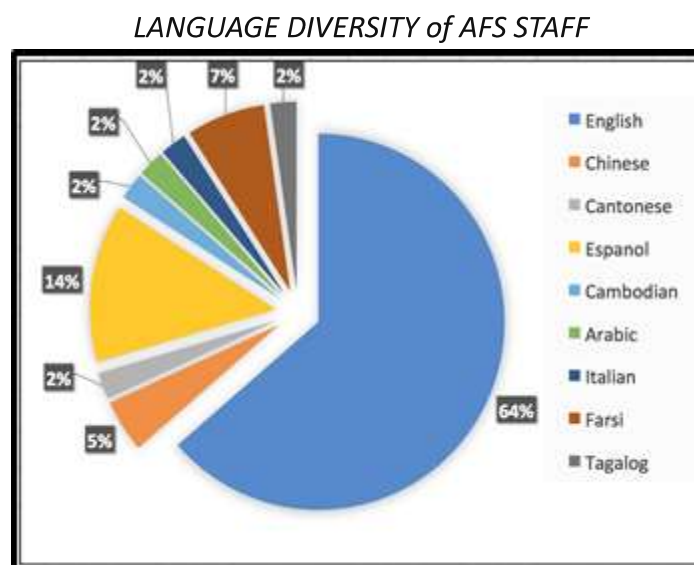
It was in 1969 that Sue Matheson, an Alameda parent, started Alameda Family Services (AFS—previously called Xanthos) in her living room with \$500 and a few volunteers. To this day we remain deeply rooted in the City of Alameda as a fully integrated community-based organization offering premier mental health services combined with early childhood education and family support. Our mission to foster healing, resiliency, and growth creates a foundation underlying all we do, and, as the largest behavioral health and early childhood education provider in Alameda, we demonstrate our dedication to the City every day.

AFS has a full continuum of services that delivers programming to support Alamedans at every age and stage, from intensive case management for formerly homeless families to therapy for young mothers. Both our centrally located mental health clinic and satellite offices on the base, as well as our home-visiting clinicians, allow us to readily bring accessible and community-integrated critical mental health services to those in need. Our long-standing county contracts are designed to serve high acuity clients who are experiencing significant mental health crises and have chronic psychiatric disorders. Supervisors within the agency have years of crisis response experience and we currently operate a Delinquency Prevention Network program that serves youth on probation or at-risk for detention with a 24/7 on-call support line.

We serve all 15 Alameda Unified Schools and operate Health and Wellness Centers on all the high school campuses in collaboration with Native American Health Services. Further, our Head Start, Early Head Start, and State Preschool programs, as well as our Family Resource Center, allow us to assist low-income families and ensure that they have access to needed resources and that their children are prepared for kindergarten.

We currently offer services in all of the threshold languages, plus many more (please see graph below), and employ a diverse staff that is 61% minority.

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AFS is here, in Alameda, fully embedded on the island. During our long-standing involvement in the community, we have developed strong partnerships with most other providers, which creates a system of care that is easily navigable through effective working relationships. Thus, we are best positioned to holistically evaluate the impact of this program within the city, as well as to quickly implement interventions and programming addressing any identified needs.

We are honored to continue our On-Call Consultation to Paramedics and our follow up Clinical Case management services. in partnership with the Fire Department. AFS is excited to continue a support system that receives referrals for follow-up Case Management from Fire Department Field Responders (FR), which offer an alternative to police response for nonviolent, noncriminal mental health crisis service calls, as well as on-call clinical support.

GOALS

AFS mental health programming partners with crisis response services provided by the Alameda Fire Department (AFD). These services deliver highly coordinated after-care, clinical case management and on-call mental health consultation support and therapeutic intervention. Service goals are:

1. develop close communication and effective working relationships with fire department personnel.
2. provide successful linkage (case management) services to a minimum of 75% of clients (this statistic considers clients with housing insecurity or other factors that result in engagement challenges).
3. support client engagement in services with a minimum 75% actively engaged at 30-days following post referral.
4. provide "Bridge Therapy" to any client who has a wait period before therapy services can start through county programs or private insurance.
5. reduce the number of unnecessary 5150 holds.

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6. reduce repeat or chronic calls to 911 or ascribed alternative crisis hotlines.
7. reduce incarceration of callers who are experiencing a mental health crisis and not engaged in criminal activity (64% of jail inmates, 56% of State prisoners, and 45% of Federal prisoners suffer mental health problems—Bureau of Justice Statistics, 2006).
8. and deliver outstanding training to the Alameda Fire Department that meets departmental needs.
9. facilitate or participate in multi-agency/department case conferences to support interventions and coordination for high utilizers of city resources.

BEHAVIORAL CARE FOLLOW-UP CARE SERVICES

Overview

AFS provides trauma-informed clinical services utilizing the evidence-based Motivational Interviewing (MI) framework, which has proven effective with hard-to-engage populations. "As patients' active involvement in, and receptivity to, the treatment process has been consistently shown to predict positive outcomes, the specific focus of MI on increasing intrinsic motivation and facilitating treatment engagement may hold particular promise in enhancing response rates to treatment." (The Canadian Journal of Psychiatry, Vol 56, No 11, November 2011)

Care Coordination

When a referral from AFD is received, AFS will begin care coordination. Except for referrals received on weekends—in which case follow-up takes place first thing Monday morning—the CCM will reach out to all involved the parties within 24 hours of the receipt of the referral or next business day. If first contact with an on-call AFS staff member is listed on the referral, the AFS Clinical Case Manager (CCM) will discuss the case with the on-call staff person to get his/her impressions after obtaining as much information as possible from the AFS First Responder (FR). Piecing together as much information as possible will better allow the CCM to determine appropriate and helpful services for the referred individual (client).

Engagement

With the fullest possible sense of the case, the CCM will then call to introduce services to the client, gain consent and begin the intake process. If the client is unreachable by phone (either because he/she does not answer or their number is not listed on the referral), the CCM will travel to the address provided to make in-person contact. If the client is not there, the CCM will leave a "postcard" indicating attempted contact and ask the client to call for an appointment. The CCM will then continue to reach out, using every available method until contact is made.

Clinical Case Management

The CCM will be the primary point of contact for clients, ensuring that referrals have connected and that scheduled services have been offered and completed. AFS has efficient, effective outreach and tracking protocols developed over our many years serving the community. We are determined not to let anyone fall by the wayside; once

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the FR makes the hand off, the CCM will follow the client from point of contact through engagement, assessment, and linkage.

The CCM will work with the client for a minimum of 14 days from initial contact, or until the person has successfully been transitioned into long-term services. Meetings will take place at a location most convenient for the client. They will also occur as frequently as is necessary during that initial 14-day period to provide an ongoing in-depth needs assessment (building on the information gathered in the initial referral to ascertain needed services). Leveraging AFS's deep connections and partnerships with local community organizations, the CCM will work to ensure that the client receives a "warm hand-off" to services such as housing, food, medical, substance abuse, mental health, medication referrals, etc.

AFS has an array of internal programming to further support clients referred by FRs: mental health counseling through our clinic and satellite offices on Alameda Point; long-term case management; and our Family Resource Center. If a client's family is in crisis and requires stabilization to better manage the difficulties associated with their loved one's mental health issues, the CCM can also provide them with referrals and linkage services as deemed necessary and appropriate.

AFS is part of a large network of close community partners. We collaborate with Building Futures for Women and Children, Alameda Point Collaborative, the Alameda Housing Authority, Alameda Hospital, Village of Love, and the Alameda Food Bank. These partnerships allow the CCM to successfully transition the client into needed resources outside our service array. It is important to note that we transition our clients with a "warm hand-off" if safe and needed. The CCM will personally transport the client to the referred agency's appointment or help develop a transportation plan and meet the client at the appointment. The AFS-CCM presence may be important for reasons of trust and to support the client in accessing services. Further, the CCM will secure a release of information, if possible, in order to confirm that the client is engaging in the other agency's services and will follow up 30 and 60 days post referral to track progress and may re-engage the client briefly if their engagement has been disrupted.

Provider Collaboration

AFS recognizes that clients may already be receiving services from other organizations. If this is the case, the CCM will obtain a release of information from the client to be able to coordinate services with the existing service provider. The CCM may also convene a Team Meeting if the client is receiving services from multiple agencies but is chronically in crisis and does not appear to be stabilizing. The Team Meeting will be an opportunity to determine any obstacles to stabilization and create a collaborative plan to remove these obstacles, thereby increasing engagement in services while simultaneously identifying the appropriate provider to lead these efforts moving forward. The client will participate in this meeting unless contraindicated due to acute mental illness or substance use issues. Client participation ensures they have a voice in their own treatment, that their perspectives and goals are integrated and match their cognitive and mental health capacity for engagement. Participation also helps determine the best level of care needed for improved outcomes.

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Cultural Responsiveness

It is also important to state AFS's commitment to cultural and linguistic diversity. AFS recognizes that effective communication and engagement depends on cultivating trust with clients. AFS strives to hire staff that reflect the communities they work in and are dedicated to ensuring that there are no cultural barriers that stand in the way of providing the best possible care to those we serve.

Program Oversight

The Program Director will function as the expert who oversees the Behavioral Health Follow-up Care Services program, offering guidance to all members of the team and providing back-up when necessary. The Program Director is responsible for staffing, scheduling, and coverage. A program assistant will perform the 30 and 60 day follow up calls to track progress. AFS believes strongly that ensuring client participation in services will decrease client reliance on FR service calls and improve outcomes.

B. Provide staffing plan

BEHAVIORAL HEALTH FOLLOW-UP CARE SERVICES STAFFING STRUCTURE

Position	FTE	Schedule
Program Director	1	9:00 AM – 5:00 PM Monday – Friday
Senior Clinical Case Manager	1	11:00 AM – 7:00 PM Monday - Friday
Clinical Case Manager	.8	12:00 PM – 8:00 PM Monday - Thursday
Clinical Case Manager	.5	10 AM-4PM Tues-Wed, Thursday 11:00 AM-7:00 PM
MSW/MFT Intern	.5	10:00AM- 6:00 PM Wednesday-Friday
MSW/MFT Intern	.5	10:00AM- 6:00 PM Wednesday-Friday
Clinical Program Assistant	.15	8:00 AM-10AM Mondays, 8:00AM-9:00 AM Tuesday-Friday
Quality Assurance Manager	.15	Time spent on this program by these staff will not be schedule specific
Quality Assurance Specialist	.03	Time spent on this program by these staff will not be schedule specific

For the Behavioral Health Follow-up Care Services program, AFS will employ 2.3 FTE CCMs, a full-time Program Director, and will also engage social work or marriage and

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family therapy interns. Students in social work and marriage and family therapy master's programs will be invited to join the CARE Team as well to offer additional support as part of a highly supervised clinical training program.

As described above, staff will meet clients in their homes, the community, or one of AFS's offices based on client preference and safety. Meetings and calls will be made throughout the day, and services will also be available in the evening so as to increase accessibility.

C. Provide certificate of staffing qualifications

The Program Director will have a minimum of a master's degree; California license in good standing for LCSW, LMFT, Ph.D. or Psy.D.; and a minimum of 4 years training and experience with mental health crisis assessment and intervention.

The AFS Clinical Case Managers (CCM) will have a minimum of an MA in Social Work; a minimum of 2 years' experience with crisis assessment; intervention and case management experience; and at the start of their employment will attend and complete specialized trainings on case management for high-frequency users of emergency services. The CCM will also be attending weekly clinical team meetings and individual clinical supervision to ensure the best practice interventions, knowledge of community resources, and how best to work with specialized populations.

AFS can provide CV and licensure information as requested, as well as upon hire of program staff and will inform the Fire Department in a timely manner of any staffing changes within the program.

II. On-call Professional Services:

- A. Provide behavioral health professional services on a 24/7 on-call basis for general mental health consultation to fire department and police department field responders or client specific consultation (Telehealth review) and recommendations related to 5150 referrals when indicated.

LICENSED ON-CALL MENTAL HEALTH CLINICIANS

Qualified Licensed On-call Mental Health (MH) Clinicians will be on a 24-hour rotation to provide rapid response consultation around issues and 5150 considerations. On-call clinicians will provide efficient guidance to the FR team in the field using a predetermined assessment process that both AFS and the Fire Department agree upon. This will allow the FR team to anticipate the questions the AFS on-call staff will ask so they can be ready to provide the needed information.

On-call clinicians will utilize Community Health Records to provide up-to-date information about the client's physical and mental health history. This will allow the on-call clinician to assist the FR team in their assessment and determine where to take the client if medical attention or social services are needed or if they are proceeding with a 5150 transport.

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B. Provide response within 15 minutes.

Within 15 minutes of receiving a call for a consultation request from FRs, an AFS on-call clinician will respond, initiating the consultation process. The on-call staff share one phone number through an app called OpenPhone, allowing AFD to call one number and have a rotation of clinicians ready to answer whenever needed.

C. Provide staffing plan for on-call services

ON-CALL PROFESSIONAL SERVICES STAFFING STRUCTURE

Position	Hours	Days	Schedule
On-call Counselor (Daytime)	50	5	7:30 AM – 5:30 PM, Monday – Friday
On-call Counselor (Evening)	70	5	5:30 PM – 7:30 AM, Monday – Friday
On-call Counselor (Weekend Day)	20	2	7:30 AM – 5:30 PM, Saturday – Sunday
On-call Counselor (Weekend Night)	20	2	5:30 PM – 7:30 AM, Saturday – Sunday

On-call clinicians will have a minimum of an MA in Social Work or Counseling and a minimum of 2 years' experience providing MH crisis assessment and crisis intervention. All on-call clinicians will complete 5150 certifications through the County prior to their first shift. Licensed clinical staff will supervise counselors. On-call clinicians will receive ongoing additional specialized training in MH crisis assessment and response to support their ability to provide best practice.

III. CARE Team Quality Assurance (QA) Board:

A. Provide one executive staff member to attend quarterly QA board meetings.

The CARE Team's Program Director will attend quarterly QA board meetings.

B. Serve as the Behavioral Health Care expert on the QA board during chart reviews.

AFS has an existing QA staff position and an existing QA supervisor. The AFS QA supervisor can provide QA Behavioral Health Care expertise during chart reviews.

IV. Additional/Alternative Services:

A. Ability to Provide behavioral health professional services on a 24/7 on-call basis to respond to acute emergencies in the field to assist field responders. Provide response within 90 minutes.

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City of Alameda Fire Department Crisis Mental Health Response Program

EMERGENCY IN-FIELD SUPPORT

The on-call clinicians described above, who provide on-call consultation, will also be available to respond to emergencies in the field providing crisis de-escalation and crisis counseling services.

If this model were to be activated, AFS may need to hire a second part-time, on-call MH counselor to function as back-up during high-volume periods for phone consultation to other FR teams when the primary on-call counselor is in the field providing in-person, emergency response support.

AFS understands that a 5150 process can be lengthy and that clients may need to be medically cleared first. If the AFS on-call staff have been deployed, this person would be available to support the client through this process and work closely with the clinical team assessing the client in an attempt to ensure that the client receives the services needed for stabilization.

- a. Provide staffing plan for emergency response

ON-CALL PROFESSIONAL SERVICES STAFFING STRUCTURE

Position	Hours	Days	Schedule
On-call Counselor (Daytime)	50	5	7:30 AM – 5:30 PM Monday – Friday
On-call Counselor (Evening)	70	5	5:30 PM – 7:30 AM Monday – Friday
On-call Counselor (Weekend Day)	20	2	7:30 AM – 5:30 PM Saturday – Sunday
On-call Counselor (Weekend Night)	28	2	5:30 PM – 7:30 AM Saturday – Sunday

- b. Provide certificate of staffing qualifications

On-call clinicians will have a minimum of a master's in social work or counseling and a minimum of 2 years' experience providing MH crisis assessment and crisis intervention. Licensed clinical staff will supervise counselors. On-call counselors will receive ongoing additional specialized training in MH crisis assessment and response to support their ability to provide best practice.

Staff will receive Alameda County Lanterman-Petris-Short (LPS) certification training and pass the test to be authorized by the county to write 5150 holds if necessary. AFS will ensure that on-call clinicians renew their county 5150 certification in a timely manner to prevent lapses in certification.

- B. Ability to Provide annual continuing education

Alameda Family Services' (AFS) proposal for the
City of Alameda Fire Department Crisis Mental Health Response Program

- a. Minimum of 2 hours of behavioral health training per Alameda Fire Department program member may be provided via video delivery or in person.

AFS is staffed by specialists in Trauma Informed Mental Health, Substance Use Disorder, Crisis Intervention, Crisis De-escalation, Vicarious Trauma, and Critical Incident Stress Debriefings. AFS will provide between 2 and 8 hours of training per year to support the professional development of the Fire Department, depending on the Fire Department's interest. The amount of training is flexible and can be delivered all in one day or over the course of several sessions, whichever is preferable. If the training courses must meet a pre-approved continuing education credit, AFS staff will identify pre-approved trainings that will enhance the ability for FR to increase their knowledge of MH interventions. AFS will apply to become a continuing education provider and, when approved, will offer CEC to support educational credits needed by FR professional requirements.

- b. 2 hours of in-person training to include review of best practices

AFS qualified and experienced clinical staff will provide a minimum of 2 hours of in-person training to support increasing knowledge and skills for best-practice crisis assessments and interventions to FR's.

EXHIBIT B

ALAMEDA FAMILY SERVICE Budget Proposal for Cares Team July 1. 2025 - June 2028

2025 - 2026				2026 - 2027				2027 - 2028			
	Annual Pay	FTE	2025	Annual Pay	FTE	2026	Annual Pay	FTE	2027	Annual Pay	FTE
Personnel Costs											
Program Director	129,773	0.75	\$ 97,330	136,262	0.75	\$ 102,197	143,075	0.75	\$ 107,306		
Senior Clinical Case Manager	80,306	1.00	\$ 80,306	84,321	1.00	\$ 84,321	88,537	1.00	\$ 88,537		
Clinical Case Manager	69,669	1.30	\$ 90,570	73,153	1.30	\$ 95,099	76,811	1.30	\$ 99,854		
Clinical Program Assistant	62,400	0.10	\$ 6,240	65,520	0.10	\$ 6,552	68,796	0.10	\$ 6,880		
On- Call Base			\$ 5,000			\$ 5,250			\$ 5,513		
Quality Assurance Manager	65,450	0.15	\$ 9,818	67,672	0.15	\$ 10,151	71,056	0.15	\$ 10,658		
Quality Assurance Specialist	56,238	0.03	\$ 1,406	59,050	0.03	\$ 1,476	62,002	0.03	\$ 1,550		
Weekly Stipends (\$1,300/wk.)			\$ 67,600			\$ 67,600			\$ 67,600		
Other Stipends			\$ 1,500			\$ 1,500			\$ 1,500		
Total Salaries		3.325	\$ 359,769		3.325	\$ 374,145		3.325	\$ 389,398		
Benefits			\$ 79,149			\$ 82,312			\$ 85,668		
Total Salaries and Benefits			\$ 438,918			\$ 456,457			\$ 475,066		
Operating Expenses											
Operations			\$22,000			\$25,200			\$26,460		
Client Expense			\$1,000			\$2,400			\$2,400		
Other			\$0			\$0			\$0		
Subtotal Operating Expenses			\$23,000			\$27,600			\$28,860		
Total Salaries, Benefits and Operating			\$461,918			\$484,057			\$503,926		
Administrative Overhead 16%		16%	\$73,907			\$77,449			\$80,628		
Total Costs			\$535,825			\$561,507			\$584,554		



March 19, 2025

To Whom It May Concern:

Alameda Family Services (AFS) certifies that we have operated in close collaboration with the Alameda Fire Department (AFD) as the sole provider of mental health support and services for the Alameda CARE Team since December 2021. This collaboration has resulted in the development and implementation of policies that have ensured an exceptional standard of service for Alameda residents by both entities, as indicated by the data outcomes that are regularly reviewed by the City of Alameda. AFS' partnership with AFD is essential for ensuring the City of Alameda has an integrated and tiered system of care that is not only responsive to community needs but able to find the best solution for each unique situation.

The characteristics of this partnership are described below.

AFS' Crisis Services Division

- supports the Alameda CARE Team by meeting the needs of Alameda's residents who are experiencing mental health crises, homelessness, and other acute life challenges that create roadblocks to successful stabilization.
- provides 24/7 on-call, licensed clinicians, as required by the County of Alameda, who work in direct partnership with Alameda Fire Department (AFD) paramedics and Emergency Medical Technicians to
 - provide mental health consultation so AFD can write involuntary holds;
 - support AFD in completing diagnostic assessments and developing clinically appropriate safety plans;
 - assist in identifying the most effective and appropriate interventions to reduce unnecessary hospitalizations and visits to emergency rooms, including psychiatric emergency services.
- provides intensive follow-up Clinical Case Management and Bridge Therapy to support CARE Team clients until longer-term services can be identified and accessed.
- collects and reports on data necessary for understanding the effectiveness of the program.

Thank you,

Katherine Schwartz

Katherine Schwartz
Executive Director

Alameda Family Services

RESOLUTION of the Alameda Family Services Board of Directors

WHEREAS:

- A. **Alameda Family Services, a California nonprofit public benefit corporation,** hired a new Executive Director on the date of April 1, 2019.
- B. **Alameda Family Services** wishes to transfer authorization for signature to Ms. Katherine Schwartz, the new Executive Director.

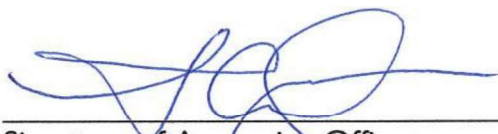
NOW THEREFORE BE IT RESOLVED THAT:

- 1. The Board of Directors of **Alameda Family Service** hereby authorizes **Katherine Schwartz, Executive Director** to sign any and all agreements, contracts, MOUs, or other official documents as the official representative of Alameda Family Services.

PASSED AND ADOPTED at a regular meeting of the **Alameda Family Services** this 10th day of April, 2019 by the following vote:

AYES: 11
NOES: 0

ABSTENTIONS: 0
ABSENT: 4



Signature of Approving Officer
Alysse Castro, Board President