Appendix C. Stops by Race, 2015-2019

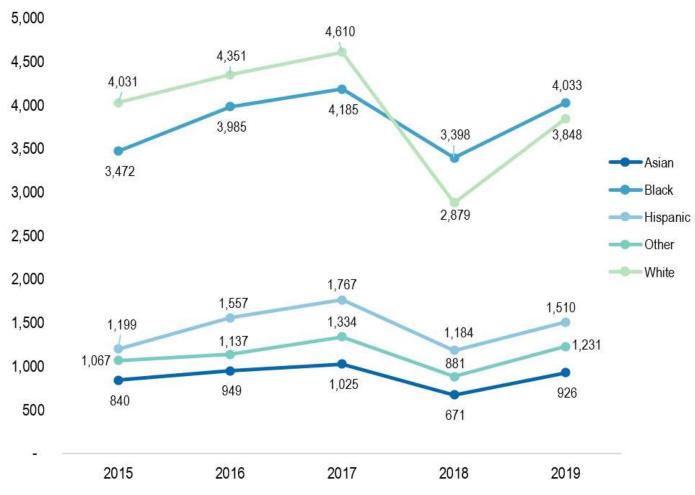


Figure 38. Officer-Initiated Stops by Race, 2015-2019

Appendix D. Enforcement Outcomes of Searches by Race, 2015-2019

The graphs below show trends in enforcement outcomes of searches by race during the 2015 to 2019 audit period. Each data point on the trend lines represents the percentage of searches *for that race group* that resulted in the specified enforcement outcome (not the percentage of total searches for *all race groups*). Note that the graphs are intended to allow comparison between race groups, and the percentages on the left (y-axis) vary depending on the range of data in the graph.



Figure 39. Percentage of Searches that Resulted in Arrest by Race, 2015-2019

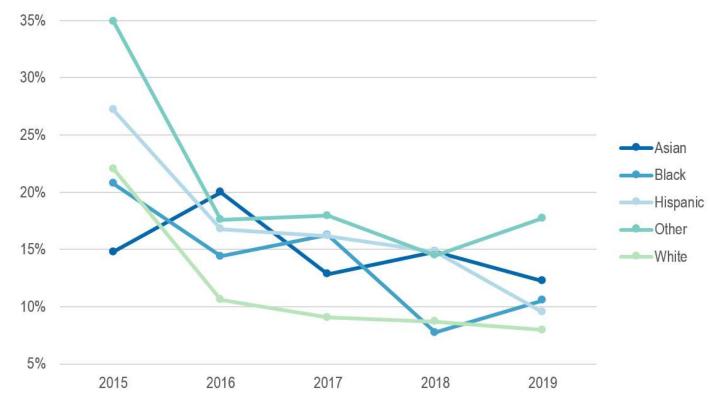


Figure 40. Percentage of Searches that Resulted in a Citation by Race, 2015-2019

Source: Auditor's analysis of Berkeley Police Department Computer Aided Dispatch data

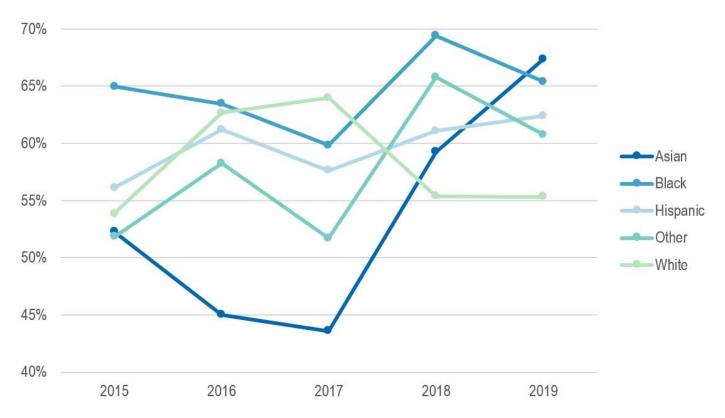


Figure 41. Percentage of Searches that Resulted in a Warning by Race, 2015-2019

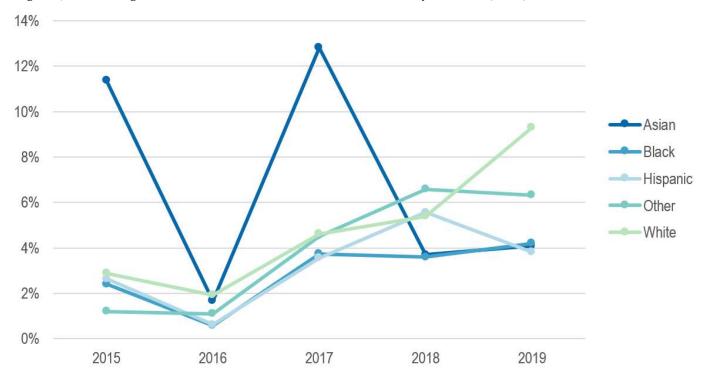


Figure 42. Percentage of Searches that Resulted in No Enforcement by Race, 2015-2019

Appendix E. Responses by Units, 2015-2019

Table 15. Berkeley Police Department Personnel Responses by Unit, 2015-2019

	2015	2016	2017	2018	2019	Total
Patrol Officers						
Reserve Officers	993	651	615	208	638	3,105
Team 1	14,053	13,614	14,128	13,395	12,823	68,013
Team 2	11,417	12,084	12,928	12,219	12,125	60,773
Team 3	14,876	13,563	14,708	13,905	13,633	70,685
Team 4	14,136	16,764	16,452	15,240	13,975	76,567
Team 5	15,510	15,926	15,909	15,236	14,840	77,421
Team 6	14,301	16,347	15,590	12,314	13,583	72,135
Team 7	20,180	20,290	21,036	18,680	18,671	98,857
Patrol Supervisors			-	-	-	
Captain	38	26	34	20	17	135
Lieutenant	773	794	788	1,344	1,207	4,906
Sergeant	8,612	8,049	8,617	7,537	7,600	40,415
Other Units						
Animal Control	0	2	1	1	0	4
Area Coordinators	386	273	357	258	1,015	2,289
Bike Unit	3,536	2,596	2,178	0	0	8,310
CSOs	0	1	1	1	3	6
Crime Scene Techs	1,551	1,523	1,497	929	680	6,180
Mobile Crisis	967	1,156	1,185	787	816	4,911
Motor Unit	136	57	3	0	0	196
Parking Enforcement Officers	1,479	2,143	2,388	2,587	2,707	11,304
Police Aides	0	0	0	0	1	1
Special Enforcement	8	2	4	0	6	20
University of California Officers	22	23	12	5	6	68
Sworn Non-Patrol Officers	8,577	7,744	8,189	6,202	9,945	40,657

Appendix F. List of Terms Applied in Narrative Search

Mental Health Searc	h Terms	Homeless Search Terms
1056	mania	bacs
5150	manic	bfhp
sees things	mct	camped out
antipsychotic	medication	person down
anxiety	meds	berkeley covid respite
bacs	mental	berkeley drop in center
bipolar	mh	berkeley community resource center
bmh	mobile crisis	women's daytime drop-in center
bonita house	nervous breakdown	fred finch turning point
breakdown	paranoi	berkeley food and housing project
case manager	peer support	dorothy day
counsel	pharmacist	encamp
crazy	psych	encampment
crisis	ptsd	harrison house
deliri	residential care	homeless
deluded	schizo	homeless outreach
delusion	seeing things	housing status
dementia	self harm	living on the street
depress	self talk	nomad
disorder	social worker	obstructing sidewalk
dissociat	suicid	shelter
dual diagnosis	talking to self	sleeper
first break	talk to self	street outreach
hallucinat	therap	tent
hear voices	trauma	transitional housing
hearing voices	treatment	unhoused
hears voices	unable to talk	pathways
ideation	warm line	vagrant
john george	warmline	no address
		no residence
		undomicilized
		coordinated entry

Table 16. List of Mental Health and Homeless Search Terms Applied to Narrative Search

Source: Berkeley City Auditor

Appendix G. Summary Data by Call Type, 2015-2019

Call Type2019 EventsTotal EventsYearly eventsAssigned in CADPersonnel per EventEvent after Dispatch (Minutes and Seconds)Alarm Classification (n = 21,318)1033A - Audible Alarm4,22919,9213,9840,F1,2,31.78.391033G - GPS Bank Alarm8791607.18.391033S - Silent Alarm2341,3142630,F12.48.391033T - ETS (Bank) Pronet alarm041017.031057 - Missing Person2491,3262650,F1,2,31,57.091057 AR - Missing At Risk41289580,2,34.97.421057 J - Missing Juvenile211222405.16.461062B - Civil Standby15082216431.85.371067 - Call for Help1809691940,F13.48.391080 - Explosion29206.461091B - Barking Dog724549141.16.461091V - Vicious Animal131012021.85.271091V - Vicious Animal46372740,31.66.47601 - Runaway46372740,31.66.47601 - Incorrigible3118437F1,2,3,42.55.51				· · ·			
Call TypeEventsEventsCADper Event(Minutes and Seconds)Alarm Classification (n = 21,318)1033A - Audible Alarm4,22919,9213,9440,F1,2,31,78.391033G - GPS Bank Alarm2341,312630,F12,48.391033S - Silent Alarm2341,312630,F12,48.391033T - ETS (Bank) Pronet alarm041017.03Community Classification (n = 88,128)1,222405.16.46Community Classification (n = 88,128)1222405.16.4610627 - Missing At Risk41289580,2,34.97.421057.1 Missing Juvenile211222405.16.4610628 - Civil Standby1508221643.48.395.371067 - Call for Help1809691940,F13.48.391080 - Explosion29202.86.591091E - Dog Bite16101201.16.461091E - Dog Bite131012021.85.271091-Vicious Animal13101201.86.476011 - Incorrigible3118437F1,2,3.41.46.02ADVICE - Advice Advice1,728,991,70F1,2,3.41.16.466471.16.461.46.026.511091		2010	Total	Average	Priorities	Average	Median Time Spent on
1033A - Audible Alarm 4,229 19,921 3,984 0,F1,2,3 1.7 8:39 1033G - GPS Bank Alarm 8 79 16 0 7.1 8:39 1033S - Silent Alarm 234 1,314 263 0,F1 2.4 8:39 1033T - ETS (Bank) Pronet alarm 0 4 1 0 1 7.03 Community Classification (n = 88,128) 1.5 7.09 1067 - Missing Person 249 1,326 265 0,F1,2,3 1.5 7.09 1067 A- Missing Juvenile 21 122 24 0 5.1 6.46 1062B - Civil Standby 150 822 164 3 1.8 5.37 1080 - Explosion 2 9 2 0 2.8 6.59 1091B - Barking Dog 72 454 91 4 1.1 6.46 1091F - Noise Disturbance 2,709 15,77 3,155 F1,4 1.1 7.42 601 - Incorrigible 31 184 37 F1,2,3,4 2.5 5:51	Call Type						-
1033G - GPS Bank Alarm 8 79 16 0 7.1 8.39 1033S - Silent Alarm 234 1,314 263 0,F1 2.4 8.39 1033T - ETS (Bank) Pronet alarm 0 4 1 0 1 7.03 Community Classification (n = 88,128) 58 0,2,3 4.9 7.42 1057 - Missing Juvenile 21 122 24 0 5.1 6.46 1062B - Civil Standby 150 822 164 3 1.8 5.37 1080 - Explosion 2 9 2 0 2.8 659 1081B - Barking Dog 72 454 91 4 1.1 646 1091E - Dog Bite 16 101 20 F1.2 1.7 7.09 1091V - Vicious Animal 13 101 20 2 1.8 527 415E - Noise Disturbance 2.709 15.773 3,155 F1.4 1.1 7.42 6011 - Incorrigible <td>Alarm Classification (n = 21,318)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Alarm Classification (n = 21,318)						
1033S - Silent Alarm 234 1,314 263 0,F1 2,4 8,39 1033T - ETS (Bank) Pronet alarm 0 4 1 0 1 7,03 Community Classification (n = 88,128) 58 0,F1,2,3 1.5 7,09 1057 - Missing Person 249 1,326 265 0,F1,2,3 1.5 7,09 1057 - Missing Juvenile 21 122 24 0 5,1 6;46 1062B - Civil Standby 150 822 164 3 1,8 5;37 1067 - Call for Help 180 969 194 0,F1 3,4 8:39 1080 - Explosion 2 9 2 0 2,8 6:59 1091E - Dog Bite 16 101 20 F1,2 1,7 7,09 1091V - Vicious Animal 13 101 20 2 1,8 5:27 145E - Noise Disturbance 2,709 1,573 3,155 F1,4 1,1 7,42 <td< td=""><td>1033A - Audible Alarm</td><td>4,229</td><td>19,921</td><td>3,984</td><td>0,F1,2,3</td><td>1.7</td><td>8:39</td></td<>	1033A - Audible Alarm	4,229	19,921	3,984	0,F1,2,3	1.7	8:39
1033T - ETS (Bank) Pronet alarm 0 4 1 0 1 7.03 Community Classification (n = 88,128) 1.326 265 0.F1.2.3 1.5 7.09 1057 - Missing At Risk 41 289 58 0.2,3 4.9 7.42 1057 J. Missing Juvenile 21 122 24 0 5.1 6.46 1062B - Civil Standby 150 822 164 3 1.8 5.37 1067 - Call for Help 180 969 194 0.F1 3.4 8:39 1080 - Explosion 2 9 2 0 2.8 6:59 1091B - Barking Dog 72 454 91 4 1.1 6:46 1091F - Dog Bite 16 101 20 F1.2 1.7 7.09 1091V - Vicious Animal 13 101 20 2 1.8 5:7 611 - Runaway 46 372 74 0.3 1.6 6:47 611 - Ino	1033G - GPS Bank Alarm	8	79	16	0	7.1	8:39
Community Classification (n = 88,128) 1057 - Missing Person 249 1,326 265 0,F1,2,3 1,5 7.09 1057AR - Missing At Risk 41 289 58 0,2,3 4,9 7.42 1067J - Missing Juvenile 21 122 24 0 5.1 6:46 1062B - Civil Standby 150 822 164 3 1.8 5:37 1067 - Call for Help 180 969 194 0,F1 3.4 8:39 1080 - Explosion 2 9 2 0 2.8 6:59 1091B - Barking Dog 72 454 91 4 1.1 6:46 1091F - Dog Bite 16 101 20 F1,2 1.7 7:09 1091V - Vicious Animal 13 101 20 2 1.8 5:27 415E - Noise Disturbance 2,709 15,773 3,155 F1,4 1.1 7:42 6011 - Incorrigible 31 184 37 F1,2,3,4 <td>1033S - Silent Alarm</td> <td>234</td> <td>1,314</td> <td>263</td> <td>0,F1</td> <td>2.4</td> <td>8:39</td>	1033S - Silent Alarm	234	1,314	263	0,F1	2.4	8:39
1057 - Missing Person 249 1,326 265 0,F1,2,3 1,5 7.09 1057AR - Missing At Risk 41 289 58 0,2,3 4.9 7.42 1057 J - Missing Juvenile 21 122 24 0 5.1 6.46 1062B - Civil Standby 150 822 164 3 1.8 5.37 1067 - Call for Help 180 969 194 0,F1 3.4 8.39 1080 - Explosion 2 9 2 0 2.8 6.59 1091B - Barking Dog 72 454 91 4 1.1 6.46 1091F - Dog Bite 16 101 20 F1,2 1,7 7.09 1091V - Vicious Animal 13 101 20 2 1.8 5.27 601 - Runaway 46 372 74 0,3 1.6 6.47 6011 - Incorrigible 31 184 37 F1,2,3,4 2.5 5.51 647	1033T - ETS (Bank) Pronet alarm	0	4	1	0	1	7:03
Heat Heat <th< td=""><td>Community Classification (n = 88,128)</td><td>·</td><td></td><td></td><td>•</td><td></td><td>·</td></th<>	Community Classification (n = 88,128)	·			•		·
Description Part of the second s	1057 - Missing Person	249	1,326	265	0,F1,2,3	1.5	7:09
Occurr 150 822 164 3 1.8 5:37 1067 - Call for Help 180 969 194 0,F1 3,4 8:39 1080 - Explosion 2 9 2 0 2.8 6:59 1091B - Barking Dog 72 454 91 4 1,1 6:46 1091F - Dog Bite 16 101 20 F1,2 1,7 7:09 1091V - Vicious Animal 13 101 20 2 1.8 5:27 415E - Noise Disturbance 2,709 15,773 3,155 F1,4 1,1 7:42 601 - Runaway 46 372 74 0,3 1.6 6:47 6011 - Incorrigible 31 184 37 F1,2,3,4 1.4 6:02 ADVICE - Advice 1,729 8,499 1,700 F1,2,3,4,9 1.4 6:02 AID - Aid to Citizen 1,356 6,065 1,213 0,F1,2,3,4,9 2.1 6:46 ANIMAL - A	1057AR - Missing At Risk	41	289	58	0,2,3	4.9	7:42
1067 - Call for Help 180 969 194 0,F1 3,4 8:39 1080 - Explosion 2 9 2 0 2.8 6:59 1091 B - Barking Dog 72 454 91 4 1.1 6:46 1091 E - Dog Bite 16 101 20 F1,2 1.7 7:09 1091 V - Vicious Animal 13 101 20 2 1.8 5:27 415E - Noise Disturbance 2,709 15.773 3,155 F1,4 1.1 7:42 601 - Runaway 46 372 74 0,3 1.6 6:47 611 - Incorrigible 31 184 37 F1,2,3,4 2.5 5:51 647 J - Lodging in Public 33 2,221 444 F1,3,4,6 1.4 6:02 ADVICE - Advice 1,729 8,499 1,700 F1,2,3,4 1.1 6:46 AID - Aid to Citizen 1,356 6,065 1,213 0,F1,2,3,4,9 1.1 14:58	1057J - Missing Juvenile	21	122	24	0	5.1	6:46
1080 - Explosion 2 9 2 0 2.8 6.59 1091B - Barking Dog 72 454 91 4 1.1 6.46 1091E - Dog Bite 16 101 20 F1,2 1.7 7.09 1091V - Vicious Animal 13 101 20 2 1.8 5.27 415E - Noise Disturbance 2.709 15.773 3.155 F1.4 1.1 7.42 601 - Runaway 46 372 74 0.3 1.6 6.47 647 - Lodging in Public 31 184 37 F1.2,3,4 2.5 5.51 647 - Advice 1.729 8,499 1.700 F1.2,3,4 1.1 6.46 ADVICE - Advice 1.729 8,499 1.700 F1.2,3,4 1.1 6.46 AID - Aid to Citizen 1.356 6.065 1.213 0.F1.2,3,4 1.1 6.46 ANIMAL - Animal Matter 194 1.066 213 2.4 1.3 6.02 B	1062B - Civil Standby	150	822	164	3	1.8	5:37
1091B - Barking Dog 72 454 91 4 1.1 6:46 1091E - Dog Bite 16 101 20 F1,2 1.7 7:09 1091V - Vicious Animal 13 101 20 2 1.8 5:27 415E - Noise Disturbance 2,709 15,773 3,155 F1,4 1.1 7.42 601 - Runaway 46 372 74 0,3 1.6 6:47 6011 - Incorrigible 31 184 37 F1,2,3,4 2.5 5:51 647J - Lodging in Public 33 2,221 444 F1,3,4,6 1.4 6:02 ADVICE - Advice 1,729 8,499 1,700 F1,2,3,4 2.1 6:46 AID - Aid to Citizen 1,356 6,065 1,213 0,F1,2,3,4,9 2.1 6:46 ANIMAL - Animal Matter 194 1,066 213 2,4 1.3 6:02 BART - Bart Tunnel Incident 2 2 0 6.5 4:23	1067 - Call for Help	180	969	194	0,F1	3.4	8:39
1091E - Dog Bite 16 101 20 F1,2 1.7 7.09 1091V - Vicious Animal 13 101 20 2 1.8 5:27 415E - Noise Disturbance 2,709 15,773 3,155 F1,4 1.1 7:42 601 - Runaway 46 372 74 0,3 1.6 6:47 6011 - Incorrigible 31 184 37 F1,2,3,4 2.5 5:51 647J - Lodging in Public 33 2,221 444 F1,3,4,6 1.4 6:02 ADVICE - Advice 1,729 8,499 1,700 F1,2,3,4 1.1 6:46 AID - Aid to Citizen 1,356 6,065 1,213 0,F1,2,3,4,9 2.1 6:46 ANIMAL - Animal Matter 194 1,066 213 2,4 1.3 6:02 BART - Bart Tunnel Incident 2 2 0 6.5 4:23 DEMO - Demonstration 7 52 10 9 17.7 5:04	1080 - Explosion	2	9	2	0	2.8	6:59
1091V - Vicious Animal 13 101 20 2 1.8 5:27 415E - Noise Disturbance 2,709 15,773 3,155 F1,4 1.1 7:42 601 - Runaway 46 372 74 0,3 1.6 6:47 6011 - Incorrigible 31 184 37 F1,2,3,4 2.5 5:51 647J - Lodging in Public 33 2,221 444 F1,3,4,6 1.4 6:02 ADVICE - Advice 1,729 8,499 1,700 F1,2,3,4 1.1 6:46 AID - Aid to Citizen 1,356 6.065 1,213 0,F1,2,3,4,9 2.1 6:46 ANIMAL - Animal Matter 194 1,066 213 2,4 1.3 6:02 BOAT-FR - Boat Fire 0 1 0 1 14:58 DEMO - Demonstration 7 52 10 9 17.7 5:04 FIRE - Structure Fire 0 35 7 0 1.4 6:46 F	1091B - Barking Dog	72	454	91	4	1.1	6:46
415E - Noise Disturbance2,70915,7733,155F1,41.17:42601 - Runaway46372740,31.66:476011 - Incorrigible3118437F1,2,3,42.55:51647J - Lodging in Public332,221444F1,3,4,61.46:02ADVICE - Advice1,7298,4991,700F1,2,3,41.16:46AID - Aid to Citizen1,3566,0651,2130,F1,2,3,4,92.16:46ANIMAL - Animal Matter1941,0662132,41.36:02BART - Bart Tunnel Incident2206.54:23BOAT-FR - Boat Fire010114:58DEMO - Demonstration75210917.75:04FIRE - Structure Fire035701.46:46FNDJUV - Found Juvenile10741522.56:02FNDPER - Found Person23134270,F1,21.75:51FOUND - Found Property7224,2048410,2,3,41.16:47ILLDMP - Illegal Dumping54464934,91.15:15LDRPT - Loud Report1831,0712140,F1,2,34.28:39	1091E - Dog Bite	16	101	20	F1,2	1.7	7:09
601 - Runaway 46 372 74 0,3 1.6 6:47 6011 - Incorrigible 31 184 37 F1,2,3,4 2.5 5:51 647J - Lodging in Public 33 2,221 444 F1,3,4,6 1.4 6:02 ADVICE - Advice 1,729 8,499 1,700 F1,2,3,4 1.1 6:46 AID - Aid to Citizen 1,356 6,065 1,213 0,F1,2,3,4,9 2.1 6:46 ANIMAL - Animal Matter 194 1,066 213 2,4 1.3 6:02 BART - Bart Tunnel Incident 2 2 0 1 14:58 DEMO - Demonstration 7 52 10 9 17.7 5:04 FIRE - Structure Fire 0 35 7 0 1.4 6:46 FNDJUV - Found Juvenile 10 74 15 2 5:01 6:02 FNDPER - Found Person 23 134 27 0,F1,2 1.6 6:46 FN	1091V - Vicious Animal	13	101	20	2	1.8	5:27
6011 - Incorrigible 31 184 37 F1,2,3,4 2.5 5:51 647J - Lodging in Public 33 2,221 444 F1,3,4,6 1.4 6:02 ADVICE - Advice 1,729 8,499 1,700 F1,2,3,4 1.1 6:46 AID - Aid to Citizen 1,356 6,065 1,213 0,F1,2,3,4,9 2.1 6:46 ANIMAL - Animal Matter 194 1,066 213 2,4 1.3 6:02 BART - Bart Tunnel Incident 2 2 0 6.5 4:23 BOAT-FR - Boat Fire 0 1 0 1 14:58 DEMO - Demonstration 7 52 10 9 17.7 5:04 FIRE - Structure Fire 0 35 7 0 1.4 6:46 FNDJUV - Found Juvenile 10 74 15 2 2.5 6:02 FNDPER - Found Person 23 134 27 0,F1,2 1.7 5:51 FOUND - Found Property	415E - Noise Disturbance	2,709	15,773	3,155	F1,4	1.1	7:42
647J - Lodging in Public 33 2,221 444 F1,3,4,6 1.4 6:02 ADVICE - Advice 1,729 8,499 1,700 F1,2,3,4 1.1 6:46 AID - Aid to Citizen 1,356 6,065 1,213 0,F1,2,3,4,9 2.1 6:46 ANIMAL - Animal Matter 194 1,066 213 2,4 1.3 6:02 BART - Bart Tunnel Incident 2 2 0 6.5 4:23 BOAT-FR - Boat Fire 0 1 0 1 14:58 DEMO - Demonstration 7 52 10 9 17.7 5:04 FIRE - Structure Fire 0 35 7 0 1.4 6:46 FNDJUV - Found Juvenile 10 74 15 2 2.5 6:02 FNDPER - Found Person 23 134 27 0,F1,2 1.7 5:51 FOUND - Found Property 722 4,204 841 0,2,3,4 1.1 6:47 ILLDMP - Illegal	601 - Runaway	46	372	74	0,3	1.6	6:47
ADVICE - Advice 1,729 8,499 1,700 F1,2,3,4 1.1 6:46 AID - Aid to Citizen 1,356 6,065 1,213 0,F1,2,3,4,9 2.1 6:46 ANIMAL - Animal Matter 194 1,066 213 2,4 1.3 6:02 BART - Bart Tunnel Incident 2 2 0 6.5 4:23 BOAT-FR - Boat Fire 0 1 0 1 14:58 DEMO - Demonstration 7 52 10 9 17.7 5:04 FIRE - Structure Fire 0 35 7 0 1.4 6:46 FNDJUV - Found Juvenile 10 74 15 2 2.5 6:02 FNDPER - Found Person 23 134 27 0,F1,2 1.7 5:51 FOUND - Found Property 722 4,204 841 0,2,3,4 1.1 6:47 ILLDMP - Illegal Dumping 54 464 93 4,9 1.1 5:15 LDRPT - Loud Report 183 1,071 214 0,F1,2,3 4.2 8:39 <td>601I - Incorrigible</td> <td>31</td> <td>184</td> <td>37</td> <td>F1,2,3,4</td> <td>2.5</td> <td>5:51</td>	601I - Incorrigible	31	184	37	F1,2,3,4	2.5	5:51
AID - Aid to Citizen1,3566,0651,2130,F1,2,3,4,92.16:46ANIMAL - Animal Matter1941,0662132,41.36:02BART - Bart Tunnel Incident2206.54:23BOAT-FR - Boat Fire010114:58DEMO - Demonstration75210917.75:04FIRE - Structure Fire035701.46:46FLAD - Officer Flagged Down1,2095,2171,0430,F1,2,41.66:46FNDJUV - Found Juvenile10741522.56:02FNDPER - Found Person23134270,F1,21.75:51FOUND - Found Property7224,2048410,2,3,41.16:47ILLDMP - Illegal Dumping54464934,91.15:15LDRPT - Loud Report1831,0712140,F1,2,34.28:39	647J - Lodging in Public	33	2,221	444	F1,3,4,6	1.4	6:02
ANIMAL - Animal Matter1941,0662132,41.36:02BART - Bart Tunnel Incident2206.54:23BOAT-FR - Boat Fire010114:58DEMO - Demonstration75210917.75:04FIRE - Structure Fire035701.46:46FLAD - Officer Flagged Down1,2095,2171,0430,F1,2,41.66:46FNDJUV - Found Juvenile10741522.56:02FNDPER - Found Person23134270,F1,21.75:51FOUND - Found Property7224,2048410,2,3,41.16:47ILLDMP - Illegal Dumping54464934,91.15:15LDRPT - Loud Report1831,0712140,F1,2,34.28:39	ADVICE - Advice	1,729	8,499	1,700	F1,2,3,4	1.1	6:46
BART - Bart Tunnel Incident 2 2 0 6.5 4:23 BOAT-FR - Boat Fire 0 1 0 1 14:58 DEMO - Demonstration 7 52 10 9 17.7 5:04 FIRE - Structure Fire 0 35 7 0 1.4 6:46 FLAD - Officer Flagged Down 1,209 5,217 1,043 0,F1,2,4 1.6 6:46 FNDJUV - Found Juvenile 10 74 15 2 2.5 6:02 FNDPER - Found Person 23 134 27 0,F1,2 1.7 5:51 FOUND - Found Property 722 4,204 841 0,2,3,4 1.1 6:47 ILLDMP - Illegal Dumping 54 464 93 4,9 1.1 5:15 LDRPT - Loud Report 183 1,071 214 0,F1,2,3 4.2 8:39	AID - Aid to Citizen	1,356	6,065	1,213	0,F1,2,3,4,9	2.1	6:46
BOAT-FR - Boat Fire010114:58DEMO - Demonstration75210917.75:04FIRE - Structure Fire035701.46:46FLAD - Officer Flagged Down1,2095,2171,0430,F1,2,41.66:46FNDJUV - Found Juvenile10741522.56:02FNDPER - Found Person23134270,F1,21.75:51FOUND - Found Property7224,2048410,2,3,41.16:47LLDMP - Illegal Dumping54464934,91.15:15	ANIMAL - Animal Matter	194	1,066	213	2,4	1.3	6:02
DEMO - Demonstration75210917.75:04FIRE - Structure Fire035701.46:46FLAD - Officer Flagged Down1,2095,2171,0430,F1,2,41.66:46FNDJUV - Found Juvenile10741522.56:02FNDPER - Found Person23134270,F1,21.75:51FOUND - Found Property7224,2048410,2,3,41.16:47ILLDMP - Illegal Dumping54464934,91.15:15LDRPT - Loud Report1831,0712140,F1,2,34.28:39	BART - Bart Tunnel Incident	2	2	0		6.5	4:23
FIRE - Structure Fire035701.46:46FLAD - Officer Flagged Down1,2095,2171,0430,F1,2,41.66:46FNDJUV - Found Juvenile10741522.56:02FNDPER - Found Person23134270,F1,21.75:51FOUND - Found Property7224,2048410,2,3,41.16:47ILLDMP - Illegal Dumping54464934,91.15:15LDRPT - Loud Report1831,0712140,F1,2,34.28:39	BOAT-FR - Boat Fire	0	1	0		1	14:58
FLAD - Officer Flagged Down1,2095,2171,0430,F1,2,41.66:46FNDJUV - Found Juvenile10741522.56:02FNDPER - Found Person23134270,F1,21.75:51FOUND - Found Property7224,2048410,2,3,41.16:47ILLDMP - Illegal Dumping54464934,91.15:15LDRPT - Loud Report1831,0712140,F1,2,34.28:39	DEMO - Demonstration	7	52	10	9	17.7	5:04
FNDJUV - Found Juvenile 10 74 15 2 2.5 6:02 FNDPER - Found Person 23 134 27 0,F1,2 1.7 5:51 FOUND - Found Property 722 4,204 841 0,2,3,4 1.1 6:47 ILLDMP - Illegal Dumping 54 464 93 4,9 1.1 5:15 LDRPT - Loud Report 183 1,071 214 0,F1,2,3 4.2 8:39	FIRE - Structure Fire	0	35	7	0	1.4	6:46
FNDPER - Found Person 23 134 27 0,F1,2 1.7 5:51 FOUND - Found Property 722 4,204 841 0,2,3,4 1.1 6:47 ILLDMP - Illegal Dumping 54 464 93 4,9 1.1 5:15 LDRPT - Loud Report 183 1,071 214 0,F1,2,3 4.2 8:39	FLAD - Officer Flagged Down	1,209	5,217	1,043	0,F1,2,4	1.6	6:46
FOUND - Found Property 722 4,204 841 0,2,3,4 1.1 6:47 ILLDMP - Illegal Dumping 54 464 93 4,9 1.1 5:15 LDRPT - Loud Report 183 1,071 214 0,F1,2,3 4.2 8:39	FNDJUV - Found Juvenile	10	74	15	2	2.5	6:02
ILLDMP - Illegal Dumping 54 464 93 4,9 1.1 5:15 LDRPT - Loud Report 183 1,071 214 0,F1,2,3 4.2 8:39	FNDPER - Found Person	23	134	27	0,F1,2	1.7	5:51
LDRPT - Loud Report 183 1,071 214 0,F1,2,3 4.2 8:39	FOUND - Found Property	722	4,204	841	0,2,3,4	1.1	6:47
	ILLDMP - Illegal Dumping	54	464	93	4,9	1.1	5:15
	LDRPT - Loud Report	183	1,071		0,F1,2,3	4.2	8:39

Table 17. Summary Data by Call Type with Auditor Classifications, 2015-2019

Call Type	2019 Events	Total Events	Average Yearly events	Priorities Assigned in CAD	Average Personnel per Event	Median Time Spent on Event after Dispatch (Minutes and Seconds)
LOST - Lost Property	16	86	17	4,9	1.1	8:27
SEC - Security Check	3,682	15,268	3,054	0,F1,2,4,9	1.8	6:38
SUSCIR - Suspicious Circumstance	2,145	11,547	2,309	0,F1,2,3,4	2.6	6:47
SUSPER - Suspicious Person	1,512	8,247	1,649	0,F1,2,3	2.3	6:59
SUSVEH - Suspicious Vehicle	596	3,353	671	0,F1,2,3,4	1.7	6:46
FBI Part II Crimes Classification (n = 77,8	322)	•			•	
1070 - Prowler	13	119	24	0,3	3.4	7:32
1079 - Bomb Threat	0	6	1	3	4	4:51
10852 - Vehicle Damage	303	1,392	278	F1,2,4	1.5	6:59
148 - Resisting/Obstructing	0	2	0		15.5	4:52
207 - Kidnapping	2	11	2	0,2	6.7	6:46
23110 - Throwing Object(s) at Vehicle	39	210	42	2,3	1.4	10:30
23152 - DUI	72	484	97	0,2,3	2	6:47
242 - Battery	1,383	6,991	1,398	0,F1,2,3	3.1	6:46
243E1 - Domestic Violence	54	205	41	0,F1,2	3.5	6:12
273 5 - Domestic Violence	67	314	63	0,F1,2	3.8	5:15
273A - Child Abuse	51	278	56	0,2,3	1.5	6:22
288 - Sexual molest	5	35	7	2,3	1.7	6:48
300WI - Child Neglect	13	109	22	2,3	1.9	4:52
314 - Indecent Exposure	140	698	140	F1,2,4	2.3	6:59
330 - Gambling	10	101	20	4	1.4	8:39
415 - Disturbance	6,925	35,697	7,139	0,F1,2,3,4	2	6:46
415F - Family Disturbance	583	3,254	651	0,F1,2	3.4	6:02
417 - Brandishing Weapon	187	845	169	0,F1,2,3	4.8	6:46
4390 - Prescription Fraud	2	12	2	2	1.8	4:45
470 - Forgery	28	265	53	2,3	1.6	7:30
496 - Poss. Stolen Prop.	11	50	10	3,4	1.7	8:39
530 5 - Identity Theft	175	1,112	222	4	1.1	8:27
537 0 Defrauding Innkeeper (Hotel/ Restaurant)	28	179	36	2,4	2	5:51
594 - Vandalism	330	1,939	388	0,F1,2,4	1.7	6:59
597 - Cruelty to Animals	23	160	32	F1,2,3	1.8	7:32

	2019	Total	Average Yearly	Priorities Assigned in	Average Personnel	Median Time Spent on Event after Dispatch
Call Type	Events	Events	events	CADK	per Event	(Minutes and Seconds)
602L - Trespassing	1,944	11,058	2,212	F1,2,3,4	1.5	6:46
647AB - Prostitution	2	15	3	4	1.5	1:45
647F - Intoxicated in Public	146	1,018	204	0,F1,2,3,4	1.9	6:46
653M - Harrassing Phone Calls	132	969	194	4	1.1	6:47
BMCVIO - Berkeley Municipal Code (BMC) Violation	1,014	5,934	1,187	F1,2,4,5	1.2	6:46
BPVIO - Business & Professions Violation	18	101	20	6	1.1	9:01
CRTRPT - Court Order Violation	12	98	20	4	1.2	7:15
CRTVIO - Court Order Violation	58	262	52	0,2,3	1.7	7:54
DRUGS - Drugs Inv.	184	1,440	288	0,F1,2,3,4	1.6	6:46
FOOT - Foot Chase	6	46	9	0	4.3	6:46
GUN - Person with Gun	50	237	47	0,F1,2	8.3	6:46
HATE - Hate Crime	4	34	7	2,3	1.3	8:39
PCVIO - Misc Penal Code Violation	450	1,539	308	0,F1,2,3,4	1.3	6:47
REG- Registration for certain criminal offenders	1	2	0		1	16:04
TROV - Temporary Restraining Order Violation	140	601	120	0,F1,4	2.5	6:15
Information or Administrative Classificatio	n (n = 12,437	7)				
CM - City Manager Report	5	18	4	9	2.3	6:40
DAMAGE - Property Damage	60	234	47	0,F1,2,9	2	6:46
FADEST - Firearm Destruction	37	205	41	3	1.1	10:07
FALL - Fall on City Prop.	181	965	193	F1,2,3	1.5	6:59
INFO - Information	205	1,096	219	0,2,9	2.1	6:46
REPO - Repossession	0	4	1		1.2	4:51
SUBP - Subpoena Service	2	14	3	9	1	6:46
TROL - Temporary Restraining Order Log	1	2	0		1.5	8:27
W911 - Wireless 911	2,830	9,899	1,980	F1,2	1.1	6:46
Investigative or Operational Classification	(n = 10,351)					
1198- Code 1 assist	91	436	87	0,F1,2	4.4	6:46
A911 - Ascertain 911	995	6,859	1,372	0,F1,2	1.5	8:39

0 11 7	2019	Total	Average Yearly	Priorities Assigned in	Average Personnel	Median Time Spent on Event after Dispatch
	Events	Events	events	CAD	per Event	(Minutes and Seconds)
KNOCK - Knock & Talk	73	463	93	0	2.1	6:12
LJ - LoJack Incident	36	96	19	2	3.9	6:50
OUTAID- Outside Agency Assist	287	1,420	284	0,F1,2,3	1.8	5:37
SEARCH - Search Warrant	30	408	82	3	8.9	5:39
SURVE - Surveillance	15	78	16	9	4.1	5:42
UNK - Unknown Problem	44	322	64	0,F1,2	3	6:46
WARARR - Warrant Arrest	65	269	54	0,2,3,6	2.1	7:37
Medical or Mental Health Classification (n	= 22,797)	T	•	•		
1042 - Welfare Check	3,065	15,030	3,006	0,F1,2	1.9	6:46
1053 - Person Down	255	1,450	290	0,F1	2.1	8:39
1056 - Suicide	277	1,113	223	0,F1,2	3.6	6:24
5150 - Mental Illness	827	4,807	961	0,F1,2,3	2.4	6:46
DBF - Dead Body	97	397	79	0,F1	3.3	5:51
Property Crime (FBI Part I Crimes) Classif	ication (n = 2	26,421)				
10851 - Stolen Vehicle	631	3,639	728	0,2,3	1.3	9:02
10855 - Embezzled Vehicle	18	68	14	4	1.1	8:39
212 5 - Residential Robbery	1	5	1	0	7.4	5:51
451 - Arson	37	134	27	0,F1,3	2.9	5:28
459 - Burglary	597	3,911	782	0,F1,2,3	2.1	7:32
459A - Auto Burglary	1,590	6,667	1,333	0,F1,2,3	1.5	6:47
484 - Theft	2,161	10,556	2,111	0,F1,2,3,4	1.7	6:59
484C - Theft In-Custody	72	407	81	0,F1,2	1.9	6:59
487 - Grand Theft	299	1,034	207	2,4	1.9	6:59
Traffic Classification (n = 98,503)	1		•	1	•	1
1124 - Abandoned Vehicle	524	2,393	479	3,4	1.1	6:46
1148 - Transportation	255	623	125	3	1.9	3:40
1181 - Minor Injuries	478	2,635	527	0,F1,2,3	3.4	6:24
1182 - Non Injury	496	2,819	564	0,F1,2,3,4	1.6	6:46
1183 - Unknown Injuries	200	1,261	252	0,F1,2,3	3	6:59
1194 - Pedestrian Stop	1,739	9,157	1,831	0,F1,2,4	1.8	8:39
1194B - Bike Stop	442	2,784	557	0	1.6	8:39
1196 - Suspicious Vehicle	859	4,360	872	0,F1,2	2	6:46

Call Type	2019 Events	Total Events	Average Yearly events	Priorities Assigned in CAD	Average Personnel per Event	Median Time Spent on Event after Dispatch (Minutes and Seconds)
20001 - Hit & Run Injuries	74	330	66	0,F1,2,3	3.3	6:46
20002 - Hit & Run Prop.	917	4,562	912	0,F1,2,3	1.6	7:09
23103 - Reckless Vehicle	553	2,894	579	2	1.3	8:39
23109 - Exhibition of Speed	49	220	44	2	1.2	6:46
HOT - Vehicle Pursuit	0	2	0	0	4	2:30
PRKVIO - Parking Violation	2,797	13,613	2,723	0,F1,2,4	1.1	4:52
RECOVR - Stolen Vehicle Recovery	215	1,326	265	0,2,3	1.5	8:51
T - Traffic Stop	9,130	44,797	8,959	0,F1,2	1.5	6:46
TRFHAZ - Traffic Hazard	799	3,734	747	0,F1,2,3	1.3	6:46
VCVIO - Vehicle Violation	266	864	173	3,4	1.1	5:27
VEHACC - Vehicle Accident	0	1	0		1	7:54
VREL - Vehicle Release	0	1	0		2	10:30
VVER - VIN Verification	15	127	25	4	1.1	4:51
Violent Crime (FBI Part I Crimes) Classifi	cation (n = 2	,465)				
1071 - Shooting	8	24	5	0,2	11.4	6:46
211 - Robbery	341	1,571	314	0,F1,2,3	5.8	6:12
215 - Carjacking	14	40	8	0,F1,2	7	4:34
220 - Sexual Assault	1	16	3	0,2	2.4	4:51
243 - Serious Battery	5	63	13	0,2	3	6:46
244 - Assault w/ Caustic Substance	13	47	9	0,2	3.3	5:31
245 - Assault w/Deadly Weapon	74	383	77	0,F1,2,3	5.3	6:12
246 - Shots at Dwelling	8	44	9	0,2	2.8	5:15
261 - Rape	55	267	53	0,2	2.5	5:55
288A - Child molest	2	10	2	2	1.9	11:16

Mission Statement

Promoting transparency and accountability in Berkeley government.

Audit Team

Erin Mullin, Senior Auditor Caitlin Palmer, Senior Auditor Tracy Yarlott-Davis, Auditor II (Former) Alejandra Barrio Gorski, Auditor I

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Photographs provided by Berkeley Police Department

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CONSENT CALENDAR May 11, 2021

To: Honorable Mayor and Members of the City Council

From: Jenny Wong, City Auditor

Subject: Audit Report: Data Analysis of the City of Berkeley's Police Response

RECOMMENDATION

We recommend City Council request that the City Manager report back by November 16, 2021, and every six months thereafter, regarding the status of our audit recommendations until reported fully implemented by the Police Department.

CURRENT SITUATION AND ITS EFFECTS

We analyzed the Berkeley Police Department (BPD) Computer Aided Dispatch (CAD) data from 2015 to 2019. We analyzed characteristics of events, characteristics of officer-initiated stops, and characteristics of police responses.

From 2015-2019, Berkeley police responded to a total of 360,242 events, or an average of 72,048 events per year. Ten call types accounted for 54 percent of all events—traffic stops, disturbance, audible alarm, noise disturbance, security check, welfare check, parking violation, suspicious circumstance, trespassing, and theft. Officer-initiated responses were 27 percent of event responses, while 55 percent were the result of calls to the non-emergency line and 18 percent were from 911 calls.

During that time, Berkeley police initiated 56,070 stops. We found 78 percent of officer-initiated stops were vehicle stops, the majority of which did not lead to a search and most led to a warning. Mirroring prior findings by the Center for Policing Equity, data we reviewed showed Black people were stopped at a significantly higher rate than their representation in the population (34 percent compared to 8 percent), and Blacks and Hispanics were more likely to be searched following a stop.

BPD dispatched an average of 1.8 patrol officers per event. Three or more officers responded to 40 percent of events. Events designated as (high) Priority Level 0-2 accounted for 56 percent of events, which require a response time of 20 minutes or less, while 44 percent were lower priority requiring a response time of an hour or longer from a call.

We found that the number of events that involved homelessness or mental health and the amount of time police spent responding to these events are not quantifiable due to insufficient data. We also found that The City's Open Data Portal provides the public with limited information about events that BPD responds to. There are opportunities for BPD to improve transparency by increasing the type and scope of data available on the portal.

We recommend BPD identify all calls for service that have an apparent mental health and/or homelessness component. We also recommend BPD expand the current calls for service data available on the City Open Data Portal to include all call types and data fields for as many years as possible. BPD agrees with our recommendations.

BACKGROUND

Following the killing of George Floyd by Minneapolis police in May 2020, a national conversation ensued about policing, race, and the proper level of resources cities should devote to law enforcement. The Berkeley City Council held several meetings and hundreds of community members provided. Initially proposed by Councilmember Bartlett and incorporated by Mayor Arreguín, analysis of police data was included in Safety for All: The George Floyd Community Safety Act, a broader item on policing that City Council passed in July 2020. We offered to conduct the analysis.

This audit is intended to give decision makers and the public a broad overview of calls for service, officer-initiated stops, and police responses and to help inform the community engagement process around reimagining policing in Berkeley, which is currently underway. Our report examined data from 2015 through 2019.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with this report.

RATIONALE FOR RECOMMENDATION

Implementing our recommendations will increase transparency and build a richer data set. The audit does not propose recommendations with regard to police activities or personnel allocations. There is a separate community process for reimagining public safety and policing.

CONTACT PERSON

Jenny Wong, City Auditor, City Auditor's Office, 510-981-6750

Attachments:

1: Audit Report: Data Analysis of the City of Berkeley's Police Response



Health Housing and Community Services Department Mental Health Division

MEMORANDUM

To:Mental Health CommissionFrom:Steven Grolnic-McClurg, Mental Health Division ManagerDate:May 14, 2021Subject:Mental Health Manager Report

Mental Health Services Report

Please find attached the report on Mental Health Services for April, 2021. I've added a row for each program in the report that reflects the budgeted estimated City of Berkeley personnel (staff) costs for each program listed. It is very difficult to reliably estimate non-personnel costs, as we don't budget most non-personnel costs in a manner that is easy to separate out by program. The large majority of costs in programs operated by the Mental Health Division are personnel.

Program Costs

As mentioned above, the City of Berkeley personnel costs for each program are listed in the Mental Health Services Report. I'm also listing these here.

Adults Full Service Partnership (AFSP):	\$2,037,600
Community Care Team (CCT):	\$2,617,010
Focus on Independence Team (FIT):	\$900,451
Mobile Crisis Team (MCT):	\$771,623
Transitional Outreach Team (TOT):	\$272,323
Community Assessment Team (CAT):	\$735,075
Children's Full Service Partnership (CFSP):	\$489,235
Early and Periodic Screening, Diagnostic and Treatment (EPSDT):	\$629,094
Educationally Related Mental Health Services (ERMHSA):	\$433,316
EPSDT/ERMHS (in Services Report together):	\$1,062,409
High School Health Center (HSHC):	\$396,106

The Mental Health Division is very interested in partnering with the Mental Health Commission in fully understanding the services we deliver and is looking forward to working together to find ways to clarify this through staff presentations.

Adult Clinic Renovation Project

The renovated Adult Clinic at 2640 MLK is slated to open for services on Wednesday, June 26th, 2021. We are very excited to be able to combine our services that were being performed at 1890 Alcatraz and 1521 University back at this site. The renovated clinic is a zero-net energy site – meaning it will generate at least as much energy as it uses through solar cells and state of the art technology to manage energy use in the building. Every room has natural light, has 100% fresh air exchange, and the site is a safe and welcoming environment for consumers and staff.

Alameda County/City of Berkeley Contract

City Council has approved the City Manager to execute a contract with Alameda County. I've attached the final version of this contract to the packet this month – it is being processed and is not yet executed, but the content has been agreed upon by both sides. This contract replaces a long standing contract between Alameda County and the City of Berkeley for mental health services, and updates the relationship between our two entities. The contract also has a Scope of Work (SOW) for each program that bills Medi-Cal, and this SOW states the services that each program will provide, eligible participants, and hours of operation. These SOW's are an excellent way of understanding the work that the Mental Health Division is performing in each program.

Enabling Resolution

The new Alameda County/City of Berkeley contract clearly specifies that the MH Division programs will be serving Berkeley residents. The City of Albany was notified of this change, and for this fiscal year new clients from Albany have been seen through other providers for Alameda County Behavioral Health Care. When this occurred, this was reported and discussed with the Mental Health Commission as well.

When the contract is executed, the City of Berkeley will need to change the enabling resolution for the Mental Health Commission, to reflect that the Mental Health Division will only be serving Berkeley residents. The only changes the City of Berkeley would request for the enabling resolution is to remove Albany from the enabling resolution, revise the make-up of commissioners to only have Berkeley residents, and to review for any needed changes due to updates in the Welfare and Institution (WIC) code.

We would like to partner with the Mental Health Commission on the update to the enabling resolution, and consider any other changes the Mental Health Commission

might be interested in. In order to do this, we are requesting guidance from the Mental Health Commission on how to best partner around this. There could be a subcommittee to work with staff and legal on changes, and/or the City Attorney's office could come to the whole commission to present and get feedback. We look forward to hearing from the Mental Health Commission how to partner is this project.

Adult Services	Intended Ratio of staff to clients	Clinical Staff Positions Filled	# of clients open this month	Average Monthly System Cost Previous 12 Months	Fiscal Year 2021 Demographics as of Jan 2021
Adult, Older Adult and TAY Full Service Partnership (AFSP) (Highest level outpatient clinical case management and treatment)	1-10 for clinical staff.	5 Clinicians 1 Team Lead	71	\$4,988	78 Clients API: 0 Black or African- American: 23 Hispanic or Latino:4 Other/Unknown: 31 White: 20 Male: 50 Female: 28
Adult FSP Psychiatry (February Data)	1-100	.5 FTE	99		
AFSP FY21 Mental Health Division Estimated Budgeted Personnel Costs, including Psychiatry and Medical Staff	Estimated Budgeted Staff	Personnel Costs,	\$2,037,600		
Comprehensive Community Treatment (CCT)	1-20	8 Clinicians 1 Manager	178	\$2,028	190 Clients API: 4 Ploth on African
(High level outpatient clinical case management and treatment)					Black or Arrican- American: 55 Hispanic or Latino: 10 Other/Unknown: 83 White: 38 Male: 94 Female: 96
CCT Psychiatry (February Data)	1-200	.75	143		
CCT FY21 Mental Health Division Estimated Budgeted Personnel Costs, including Psychiatry and Medical Staff	Estimated Budgeted P Staff		\$2,617,010		

Focus on Independence Team	1-20 Team Lead,	1 Clinical	100	\$1,143	100 Clients
(FIT)	1-50 Post Masters	Supervisor, I			API: 3
(Lower level of care, only for	Clinical	Licensed			Black or African
individuals previously on FSP or	1-30 Non-Degreed	Clinician, 1 CHW			American: 27
cct)	Clinical	Sp./ Non-			Hispanic or Latino: 2
		Degreed Clinical			Other/Unknown: 32
					White: 36
					Male: 62
					Female: 38
FIT Psychiatry (February Data)	1-200	.25	91		
FIT FY21 Mental Health Division Estimated Budgeted Personnel Costs,	stimated Budgeted Po		\$900,451		
including Psychiatry and Medical Staff	Staff				

Family, Youth and Children's Services	Intended Ratio of staff to clients	Clinical Staff Positions Filled	# of clients open this month	Average Monthly System Cost Last	Fiscal Year 2020 Demographics as of January 2021
Children's Full Service Partnership (CFSP)	1-8	1.5 Clinical	∞	\$5,165	17 Clients American Indian: 1 API: 0 Black or African-American: 6 Hispanic or Latino: 2 Other/Unknown: 6 White: 2 Male: 12 Female: 5
CFSP FY21 Mental Health Division Estimated Budgeted Personnel Costs	Estimated Budgetec	l Personnel	\$489,235		
Early and Periodic Screening, Diagnostic and Treatment Prevention (EPSDT) /Educationally Related Mental Health Services (ERMHS)	1-20	2.5 Clinical	51	\$1,895	83 Clients American Indian: 1 API: 1 Black or African-American: 29 Hispanic or Latino: 17 Other/Unknown: 14 White: 21 Male: 48 Female: 35
EPSDT/ERMHS FY21 Mental Health Division Estimated Budgeted Personnel Costs	h Division Estimated	Budgeted	\$1,062,409		
High School Health Center and Berkeley Technological Academy (HSHC)	1-6 Clinician (majority of time spent on crisis counseling)	2.5 Clinical	Treatment: 39 Groups offered: 3 Groups conducted: 3 Crisis/Warmline: 18		N/A
HSHC FY21 Mental Health Division Estimated Budgeted Personnel Costs	ו Estimated Budgete	d Personnel	\$396,106		

	JJTTJ		Total 4 at
Crisis and Access Services			
	Ration	Positions Filled	Clients/Incidents
Mobile Crisis (MCT)	N/A	2 Clinician filled at	 101 Incidents
		this time	 30 5150 Evals
			 7 5150 Evals
			leading to
			involuntary
			transport
MCT FY21 Mental Health Division Estimated Budgeted Personnel Costs	timated Bud _{ହି}	geted Personnel	\$771,623
Transitional Outreach Team	N/A	1 Licensed Clinician,	73 Incidents
(тот)		1 Case Manager	
		(both sometmes	
		reassigned due to	
		staffing needs in	
		other units)	
TOT FV21 Mental Health Division Estimated Budgeted Personnel	cimated Budg	eted Personnel	\$272,323
Costs			
Community Assessment Team	N/A	1 Team Lead, 1	79 Incidents
(CAT)		Clinician, 1 Non-	
		Degreed Clinical	
CAT FY21 Mental Health Division Estimated Budgeted Personnel Costs	imated Budg	eted Personnel Costs	\$735,075

Not reflected in above chart is Early Childhood Consultation, Wellness and Recovery Programming, or Family Support.

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

ALAMEDA COUNTY



COLLEEN CHAWLA, Director

COMMUNITY-BASED ORGANIZATION MASTER CONTRACT **AMENDMENT COVERSHEET**

This Master Contract Amendment, effective as of July 1, 2020, is a part of the Community Based Organization Master Contract No. 900161 made and entered into by and between the County of Alameda ("County"), and City of Berkeley. hereinafter referred to as the ("Contractor").

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

- 1. Exhibit A Program Description and Performance Requirements;
- 2. Exhibit B Terms and Conditions of Payment;
- 3. Exhibit C Minimum Insurance Requirements;
- 4. **Exhibit D** Audit Requirements;
- 5. Exhibit E HIPAA Business Associate Agreement; and
- 6. Exhibit F Debarment and Suspension Certification.
- 7. Exhibit O Iran Contracting Act (ICA) of 2010.

Except as expressly modified by this Master Contract Amendment, all of the terms and conditions of the Master Contract are continued in full force and effect.

Dept. Contact Contracts Administration	Phone (510) 567-8296	Email Contracts@acgov.org
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The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

<u>COUN</u>	TY OF ALAMEDA		<u>NAME OF C</u>	ONTRACTOR	
By	Signature	Date	By	Signature	Date
Name	Karyn L. Tribble, PsyD, LCS	W	Name		
Title	Director, ACBH		Title		
Ву	Signature	Date	Ву	Signature	Date
Name			Name		
Title			Title		

EXHIBIT A TABLE OF CONTENTS



CONTRACT PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	City of Berkeley
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Contractor shall comply with the terms and conditions of the <u>Applicable Exhibit A Documents</u>, attached to and made a part of this Exhibit A.

Exhibit A-1	Standard Requirements Attachment 1: Additional Provisions for City of Berkeley
Exhibit A-2	Lobbying Restrictions and Disclosure Certification Attachment 1: Certification Regarding Lobbying
Exhibit A(a)	Scope of Work (SOW): Acute Crisis Care and Evaluation for System-wide Services (ACCES)
Exhibit A(b)	Scope of Work (SOW): Crisis Services
Exhibit A(c)	Scope of Work (SOW): Full Service Partnership (FSP)
Exhibit A(d)	Scope of Work (SOW): Adult Service Team
Exhibit A(e)	Scope of Work (SOW): School-Based Behavioral Health (SBBH) and Early Periodic Screening, Diagnosis, and Treatment (EPSDT)
Exhibit A (f)	Scope of Work (SOW): Educationally Related Mental Health Services (ERMHS)
Exhibit A(g)	Scope of Work (SOW): Adult Homeless Outreach and Treatment Team (HOTT)

EXHIBIT A-1 STANDARD REQUIREMENTS

I. Scope of Service Requirements

Contractor shall provide, operate, and administer one or more of the following types of Mental Health (MH) programs: treatment, prevention, and/or other ancillary services.

Contractor shall comply with all administrative regulations, standards, program requirements, policies, and procedures as specified by County, State, and Federal laws. Contractor shall be responsible for knowing and implementing mandatory departmental policies and procedures as contained in, but not limited to:

- Alameda County Behavioral Health Care Services (ACBH) Quality Assurance (QA) Manual (hereafter ACBH QA Manual);¹
- ACBH Policy and Procedures Manual;² and
- Applicable State-County Plans.³

Contractor shall comply with any additional requirements noted in this Exhibit A-1 or any pertinent regulations if receiving County, State, Federal (including Medi-Cal) funding of any kind.

Contractors not in compliance with contract provisions, or State or Federal law and/or regulation shall be immediately responsible for remedy. ACBH may, at its discretion, issue a Plan of Correction, Quality Improvement Plan, Corrective Action Plan, or Contract Compliance Plan. The cost to implement the Plan of Correction, Quality Improvement Plan, Corrective Action Plan, or Contract Compliance Plan shall be borne by the Contractor. Failure to address identified issues may result in further action by ACBH up to and including program termination, as specified in the ACBH QA Manual's ACBH Contract Compliance and Sanctions for ACBH-Contracted Providers.

A. Medi-Cal Program Oversight

MH services shall be under the general supervision of the Director of ACBH, as specified in Title 9, Division 1, Chapter 3, Article 3, Section 521 of the California Code of Regulations.⁴ Pursuant to such Section, the aforementioned Director shall supervise and specify the kind, quality, and amount of the services and criteria for determining the persons to be served.

¹ <u>http://www.acbhcs.org/providers/QA/qa_manual.htm</u>

² <u>http://www.acbhcs.org/providers/PP/Policies.htm</u>

³ <u>http://www.acbhcs.org/providers/network/cbos.htm</u>

⁴ <u>https://oal.ca.gov/publications/ccr/</u>

II. Service Delivery Site Requirements

A. Site Inspection/Site Visits

ACBH, the Department of Health Care Services (DHCS), or any other applicable regulatory body has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed pursuant to this Agreement including premises in which it is being performed. If an inspection or evaluation is made of the premises of Contractor, Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay work for either Contractor or ACBH. Contractor shall notify ACBH of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBH shall reserve the right to attend any or all parts of external review processes.

B. Site Licenses, Permits, Certifications

Contractor shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, and certificates required by all applicable Federal, State, County and/or municipal laws, regulations, guidelines, and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.

Contractor shall have and maintain a valid fire clearance at the specified service delivery sites where direct services are provided to clients.⁵ This fire clearance shall be renewed prior to expiration and submitted to the ACBH Site Certification email at SiteCertification@acgov.org. For services delivered at school districts, Contractor shall follow ACBH QA policies for school-based sites.

At least 30 days prior to the move of any program location or change of contracted hours of operation, Contractor shall complete a Program Change Request Form⁶ and submit it to their ACBH Program Contract Manager. For Specialty Mental Health Services billing to Medi-Cal, Contractor shall obtain site certification by ACBH.

C. Additional Requirements for Medi-Cal Programs

Contractor shall be responsible for complying with DHCS Site Certification Requirements as specified in the ACBH QA Manual. For programs that are dispensing medications or seeking to dispense medications, Contractor shall ensure compliance with all of the requirements identified under CCR Title 9 and under Section 16-3 of the ACBH QA Manual (Medi-Cal Site Certification Protocol – "How To").

Contractors providing MH treatment under Medi-Cal shall also have and maintain:

• Medi-Cal certification for each program that bills to Medi-Cal;

⁵ The term 'client' shall be synonymous with the term 'consumer,' 'partner,' 'beneficiary,' or 'patient' for the purposes of this Agreement.

⁶ <u>http://www.acbhcs.org/providers/network/cbos.htm</u>

- Medicare enrollment for each program that bills to Medi-Cal and has a contracted focus on serving Transition Age Youth, adults and/or older adults; and
- Any additional licensure, registration, or accreditation required by regulations for the service being delivered.

Contractors providing Medi-Cal services shall have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients.

III. Service Provision Requirements

A. Informing Materials

Contractor shall comply with procedures and adherence guidelines pertaining to the distribution of the ACBH Consumer Informing Materials pertaining to Consumer Rights, and the posting of the ACBH grievance and appeal poster in each of the Alameda County threshold languages. Contractor shall ensure that ACBH grievance and appeals materials are accessible to consumers without having to make a request (such as by placing hard copies in the reception area of service location).

B. Conservatorship

Contractors providing placement for a client who is under extended or permanent Lanterman-Petris-Short (LPS) Conservatorship shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement. Contractor shall notify the Public Guardian-Conservator in advance of any placement or change in placement for a client who is under a LPS Conservatorship 30-day hold.

C. Additional Requirements for Medi-Cal Programs

Medi-Cal programs shall comply with the additional service provision requirements noted below.

1. Quality Assurance (QA) Plan

Contractors providing Medi-Cal services shall have and maintain a Quality Assurance (QA) Plan that meets the requirements of the ACBH QA Department. This plan shall be available on-site for review by ACBH and include Contractor's policies and procedures on such QA topics from the ACBH QA Manual.

2. Authorizations

Contractors providing Medi-Cal services shall comply with ACBH and DHCS requirements for authorization and reauthorization of services including, but not limited to the DHCS Information Notice on Authorization of Specialty Mental Health Services.⁷

⁷ https://www.dhcs.ca.gov/services/MH/Documents/FMORB/MHSUDS_IN_19-026_Authorization_of_SMHS.pdf

3. Enrollment and Other Health Coverage (Third Party Liability)

Contractors providing Medi-Cal services shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and at least monthly thereafter. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist, or coverage has lapsed. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to Federal, State and local programs, such as Medi-Cal, Medicare, HealthPAC, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. For Medi-Cal eligible clients not currently enrolled in Medi-Cal, Contractor shall make best efforts to enroll the client in Medi-Cal from initial intake, and/or at any point at which the client becomes dis-enrolled. This aid shall include but is not limited to assisting clients whose Medi-Cal benefits need to be transferred to Alameda County.

4. Notice of Adverse Benefit Determination (NOABD)

Contractors providing Medi-Cal services shall provide beneficiaries with a NOABD under the following circumstances: 1) the denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit; 2) the reduction, suspension, or termination of a previously authorized service; 3) the failure of Contractor to provide services to consumer per timeliness standards issued by ACBH; 4) the failure to act within the required timeframes for standard resolution of grievances and appeals; and 5) the denial of a beneficiary's request to dispute financial liability, including cost sharing and other beneficiary financial liabilities. Contractor shall utilize the ACBH NOABD templates in threshold languages and adhere to the ACBH policy Notices of Adverse Benefit Determination for Medi-Cal Beneficiaries in areas including, but not limited to, reporting.

5. Beneficiary Handbook

Contractors providing Medi-Cal services shall be responsible for distributing the Guide to Medi-Cal Mental Health Services upon initial intake to enable clients to understand how to effectively use the behavioral health services to which they are entitled under Medi-Cal.

6. Patients' Rights

Patients' rights regarding Medi-Cal services shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325 et seq. and California Code of Regulations, Title 9, Division 1, Chapter 4.5. Patient records shall comply with all appropriate State and Federal requirements.

7. Clinical Documentation

Contractors providing Medi-Cal services shall provide clinical documentation that complies with regulatory requirements and with ACBH Clinical Documentation Standards as specified in the ACBH QA Manual.

8. CANS/ANSA

Contractors providing Medi-Cal services shall implement the Child and Adolescent Needs and Strengths Assessment (CANS) and/or Adult Needs and Strengths Assessment (ANSA) according to the procedures specified by the ACBH CANS/ANSA Coordinators. For clients between three and 18 years of age, Contractor shall administer the Pediatric Symptom Checklist (PSC-35) at intake and every six months thereafter according to the guidelines specified by ACBH. Exceptions include crisis programs, medication clinics, and programs that provide short-term services in which the length of stay is generally less than six months. For clients up to 20 years of age who have adjunctive services, Contractor may get a copy of the CANS from the primary Clinician/Service Provider.

9. Discharge Planning/Continuity of Services

Contractor shall begin discharge planning at intake. Contractor shall facilitate discharge and exit planning, care coordination, and continuity of care in accordance with the ACBH QA Manual and State standards for specialty MH.

Contractor shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff should die or become unable to continue providing services, or in the event that a program closes.

To the extent appropriate and based on client consent, Contractor shall coordinate and communicate with other care providers or care managers serving the client for the purpose of facilitating an effective transition and to prevent negative outcomes such as victimization, crisis, or homelessness.

IV. Staffing Requirements

A. Level of Staffing

Contractor shall maintain the minimum direct service and/or administrative positions necessary to support the contracted services and shall maintain any further requirements as specified for each program in the Exhibit A–Program Requirements and/or the Exhibit A–Scope of Work. Contractor shall notify the ACBH Program Contract Manager within five business days of any change and/or vacancy in direct service staffing that is anticipated to decrease contracted service delivery by more than 25 percent during the contract period.

B. Disclosure of Ownership, Control and Relationship Information

Contractor shall submit updated disclosures to ACBH on an annual basis, upon request, and at least 30 days prior to any anticipated change and within five days after any executed change in the organization's ownership, name and/or Federal Tax Identification pursuant to 42 CFR 455.104. Any person with a five percent or greater ownership interest shall also be subject to requirements set forth in 42 CFR 455.416.

C. Notice of Changes in Key Personnel

Contractor shall inform ACBH in writing as soon as known of any staffing changes in the following positions or the equivalent positions within Contractor's organizational structure: Chief Executive Officer (CEO)/Executive Director, Chief Financial Officer (CFO)/Accountant, Other Contract Signatory, Billing Contact, Board Member, or Programmatic Contact(s). Contractor shall notify ACBH by submitting to the ACBH Program Contract Manager a Provider/Program Change Notification Form.⁸

Contractors receiving Federal funding shall notify ACBH of changes in employees, volunteers, Board Members, and agents of Contractor, non-clinical and clinical, providing and/or supporting Federally-funded services and/or goods under this Agreement. This notification shall be made through the ACBH Staff Number Request E-Form, which can be accessed at http://www.acbhcs.org/providers/Insyst/Insyst.htm#Forms.

D. Experience, Expertise and Training

Contractor shall maintain a management and/or executive team as appropriate for the size and needs of the agency. The management and/or executive team shall include at minimum, a CEO or Executive/Program Director and, for contracts over \$1,000,000, a Compliance Officer and a CFO or Finance Director/Accountant with at least five years of education, training, and/or experience in finance or business administration.

Contractor shall maintain staffing with professional experience and expertise in providing evidence-based, culturally, and linguistically appropriate services, particularly for any designated priority populations that Contractor has agreed to serve. Contractor shall ensure training of all applicable employees, volunteers, board members, owners, and/or agents who are providing and/or supporting services under this Agreement on Administrative and Compliance Requirements, in areas including but not limited to: documentation standards, billing requirements, Code of Conduct, Annual Compliance, and Health Insurance Portability and Accountability Act (HIPAA)/Privacy. Contractor's trainings shall comply with any associated ACBH policies contained in the ACBH QA Manual or the ACBH Policy Manual.

E. Organizational Chart and Job Descriptions

Contractor shall have, maintain, and provide to ACBH upon request job descriptions and an organizational chart reflecting the current operating structure including the Board of Directors and staffing. ACBH reserves the right to request additional information about organizational staffing in situations including but not limited to those

⁸ <u>http://www.acbhcs.org/providers/network/cbos.htm</u>

in which questions or concerns emerge as to whether services are and will continue to be delivered in accordance with the requirements of this Agreement.

F. Credentialing/Certification of License

Contractor shall ensure that supervisors and staff are appropriately credentialed and/or licensed without restrictions and provide services to clients within their individual scopes of practice and within any restrictions noted on the credential or license. Contractor shall maintain copies of valid credentials and licensing, including renewals, for staff for the time they are employed. Contractor shall comply with the ACBH Credentialing and Re-Credentialing Policies in the ACBH QA Manual. Contractor shall ensure that all direct service staff receive supervision and maintain any Continuing Education Units (CEUs) as required by their respective credentialing body and as outlined by ACBH QA Manual section on Clinical Record Documentation Standards and/or on the MH Clinical Documentation Manual for Community-Based Organizations and County Clinics.

G. Exclusion Lists

Contractor is responsible for performing Office of the Inspector General (OIG) Exclusion List checks prior to hiring a potential employee. Contractor shall comply with applicable Federal and State suspension, debarment, and exclusion laws and regulations, including, without limitation, ongoing monitoring.

Contractor shall ensure that employees, volunteers, Board Members, and agents of Contractor, both clinical and non-clinical, who are providing and/or supporting Medi-Cal, Medicare, Medi-Cal Administrative Activities (MAA), Federal block grant, or State or Federally-funded services under this Agreement are in good standing with Centers for Medicare and Medicaid Services (CMS) and DHCS and are not on any list of providers who are excluded from participation in Federal health care programs or on the Medi-Cal Suspended and Ineligible Provider List.

H. Ethical Code of Conduct

Contractor shall ensure that each of its staff comply with the Ethical Conduct Code regulations in the ACBH QA Manual and with all professional organizations that apply to their credential, certification, registration, and/or licensure. Contractor shall ensure that it maintains on-file a signed Code of Conduct within the last 12 months for each employee, volunteer, board member, owner and/or agent who is providing and/or supporting services under this Agreement.

I. Criminal Background Consent

Contractor shall ensure that all employees consent to criminal background checks, including fingerprinting when required under State law or by the level of screening based on risk of fraud, waste, or abuse as determined for that category of provider. Contractor shall ensure that any person with a five percent or more direct or indirect ownership interest in Contractor's organization consents to a criminal background check and submission of fingerprints within 30 days upon request from Centers for Medicare and Medicaid Services or DHCS pursuant to 42 CFR 455.434.

J. Oath of Confidentiality

Annually, Contractor shall collect a signed ACBH Oath of Confidentiality as specified by ACBH from any staff who are paid or partially paid through this Agreement and shall retain this in the employee file for a minimum of five years after termination of services provided under this Agreement.

V. Tobacco, Alcohol, and Substance Use Policies

A. Drug-Free Workplace

Contractor shall comply with State of California Government Code Sections 8350-8357, also known as Drug-Free Workplace Act of 1990. Contractor shall provide a drug-free workplace in accordance with State of California Government Code Section 8355. Contractor must notify the ACBH Program Contract Manager within five days if any employee is convicted or pleads nolo contendere to a criminal drug statue violation occurring at any County-funded facility or work site.

B. Norms Around Substance Use

Contractor shall recognize the importance of policies and norms supporting abstinence from the use of alcohol and illicit drugs and shall prohibit the use of alcohol and illicit drugs on all program premises, as well as at any event that is sponsored by, or on behalf of, Contractor. Contractor agrees that information produced through these funds, and that pertains to alcohol or drug related programs, shall contain a clearly written statement that there shall be no unlawful use of alcohol or drugs associated with the program.

C. Provider Tobacco Policies and Consumer Treatment Protocols

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall implement the ACBH Provider Tobacco Policies and Consumer Treatment Protocols.⁹ In addition, providers shall follow the ACBH guidance around Medi-Cal claiming when tobacco use impacts client recovery.

D. Free Workplace Certification

United States Public Law 103-227 (Title X, Part C), also known as the Pro-Children Act of 1994, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted, that is used for the routine or regular provision of: 1) kindergarten, elementary, or secondary education or library services, or 2) health or day care services that are provided to children under the age or 18. The law applies if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women,

⁹ http://www.acbhcs.org/bhcs-tobacco-policy/

Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.

VI. Client Records, Data, Privacy, and Security Requirements

A. Electronic Privacy and Security

Contractor shall have a secure email system and ensure that staff members abide by the ACBH Policy on Electronic Health Records. Contractor shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days. Any Electronic Health Records (EHRs) maintained by Contractor that contain any protected health information (PHI) or personally identifiable information (PII) for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements. Contractors shall have the ability to send secure and encrypted emails containing PHI.

B. ACBH Electronic Health Record (EHR)

Contractors entering data into the ACBH EHR, Clinician's Gateway, shall ensure that staff are trained to enter and maintain data within this system.

C. Access and Maintenance of Service Records

Contractor shall allow ACBH, Centers for Medicare and Medicaid Services, the Office of the Inspector General, the Controller General of the United States, and other authorized Federal and State agencies to evaluate performance under this contract, and to inspect evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the contractor pertaining to such services at any time. The maintenance, access, disposal, and transfer of records shall be in accordance with the ACBH Record Storage and Retention Policy and Procedure in the ACBH QA Manual and shall comply with professional standards and applicable local, State, and Federal laws and regulations, including but not limited to 45 CFR Section 164.504, 42 CFR Section 438.3(h), and 42 CFR Section 438.230(c)(1-3) (i-iv).

D. Confidentiality and Secure Communications

Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable PHI and PII including, but not limited to, requirements of the Health Insurance Portability and Accountability Act

(HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of patient information and records.

E. Leveraging Technology to Meet Client Needs

Contractor may utilize technology to serve clients as specified by ACBH in the March 16, 2020 Memo around this subject,¹⁰ the QA Manual, and any subsequent formal written communication about clarifications and/or changes from ACBH.

F. Breaches of Confidentiality

Contractor shall follow the ACBH HIPAA Breach Reporting Policy and shall comply with State and Federal laws pertaining to breaches of confidentiality. Contractor agrees to hold ACBH harmless for any breaches or violations arising from the actions or inactions of Contractor, its staff, and subcontractors.

VII. Coordination with ACBH and DHCS

A. Provider Meetings

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall attend regularly scheduled ACBH System of Care Provider meetings and any other special trainings and/or meetings as deemed necessary by ACBH throughout the term of this Agreement.

B. Grievances and Appeals

Contractor shall comply with the ACBH Consumer Grievance and Appeal Processes policy. Consumer grievances shall be defined as dissatisfaction with ACBH services in areas that shall include but are not be limited to: Contractor's service provision, Contractor's employees, the location of services, access/availability, or any other matter concerning the provision of Medi-Cal services. Consumer grievances shall be directed to the Consumer Assistance toll-free line at 1-800-779-0787 per the policy noted above. Contractor shall direct all ACBH consumers who wish to file an appeal for an adverse benefit determination to the ACBH Consumer Assistance toll-free line.

C. Cooperation with Audits or Investigations

Contractor shall cooperate with ACBH in any review and/or audit initiated by ACBH, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits. In addition, Contractors shall comply with all requests for any documentation or files including, but not limited to, client and personnel files. Contractor shall notify ACBH of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. ACBH shall reserve the right to attend any or all parts of external review processes. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for 10 years from the term end date of this contract or in the event Contractor has been notified that an audit or investigation has been resolved,

¹⁰ <u>http://www.acbhcs.org/providers/network/cbos.htm</u>

including the exhaustion of all legal remedies, whichever is later pursuant to Federal Code of Regulations Title 42, § 438, subdivision 3(h) and 230(c)(3)(i-iii).

D. Acknowledgement of ACBH

For programs operating under a Master (versus Services As Needed) Contract, Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups that are supported in part or entirely by this Agreement, to County of Alameda Health Care Services Agency, Department of Alameda County Behavioral Health Care Services.

E. Assignment of Clayton Act or Cartwright Act Claims

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (15 USC Chapter 2 [commencing with section 16700]) arising from purchases of goods, materials, or services by Contractor for sale to the County pursuant to this Agreement.

F. Program Modification Approval Requirement

Contractors shall seek prior approval and immediately notify ACBH in writing in the event contracted services and activities require modification during the term of this Agreement. The request for any modification shall be submitted to ACBH in writing at least 30 days prior to proposed date for implementation of the change. Failure of notification constitutes a breach of this Agreement and is a cause for withholding payments and/or termination of this Agreement.

Contractors that participate in Medi-Cal Administrative Activities (MAA) shall comply with the policies and procedures required by DHCS, the Centers for Medicare & Medicaid Services, and ACBH. Contractors must maintain an approved MAA Claim Plan through the office of the ACBH MAA Coordinator. Preapproval from the ACBH Director of Finance must be requested and received prior to the contractor's discontinuation of MAA reporting activities.

G. Claims Corrections for Medi-Cal Programs

Contractors providing Medi-Cal services shall respond in a timely manner to ACBH requests for correcting Medi-Cal claims when such requests are made by ACBH.

VIII. Administrative and Compliance Requirements

A. Americans with Disabilities Act

Contractor shall comply with the ACBH Physical Accessibility of Services Policy. Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 (29 USC Section 794d) and the Americans with Disabilities Act of 1990, as amended.

B. Charitable Choice

Contractor shall not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specific religious activity or service made available to individuals by Contractor must be voluntary and the client's choice to participate in any specific religious activity or service shall have no impact that client's eligibility for or participation in any of the program or programs included in this Agreement. Contractor shall inform the County if it is faith-based.

If Contractor identifies as faith-based, Contractor shall:

- Submit to ACBH a written policy that states that clients have the right to be referred to another provider if they object to the religious nature of the program;
- Include a copy of Contractor's Charitable Choice policy in its client admission forms;
- Track and notify the ACBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
- Ensure that the client makes contact with the alternate provider to which he or she is referred.

C. Non-Discrimination in Services and Employment

Under the laws of the United States and the State of California, Contractor shall not unlawfully discriminate against any person on the basis of the following protected categories: race; color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political affiliation; or veteran status.

For the purpose of this Agreement, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals seeking services or employment under this contract: denying an otherwise eligible individual any service, providing a benefit that is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition that individuals shall meet in order to be provided any service or benefit. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall post materials related to non-discrimination in services and employment. Contractor

and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall have policies and furnish upon request procedures that protect clients and employees in the above-listed protected categories from harassment.

D. Sex Offenders

Contractors shall not automatically decline services to individuals based solely on their status as registered sex offenders. Sex offender registrants must be considered for treatment and/or services individually on a case-by-case basis.

E. Whistleblower Program

Contractor shall be knowledgeable about the ACBH Whistleblower Program and how to report potential fraud, waste, and abuse as specified in the ACBH Whistleblower Program for Fraud, Waste, and Abuse Policy.

F. Culturally and Linguistically Appropriate Services (CLAS)

Contractor's organization shall ensure equal access to quality of care by diverse populations and shall adopt the U.S. Department of Health and Human Services Office of the Minority Health National CLAS Standards.¹¹ Contractor shall have, implement, and monitor a plan to enhance implementation of CLAS Standards throughout its organization.

G. Linguistic Capability

The County is responsible for ensuring that services are linguistically-responsive and provided in languages including but not limited to the County threshold languages of English, Spanish, Chinese Traditional (Mandarin), Chinese Simplified (Cantonese), Tagalog, Farsi, and Vietnamese. Contractor shall provide language access to clients in the client's preferred language through bilingual staff and/or through the ACBH Language Line.

H. Trafficking Victims Protection Act of 2000

Contractor shall comply with the Trafficking Victims Protection Act of 2000 as amended (22 USC Section 7104). Contractor shall provide evidence of compliance with this Act upon request by ACBH.

IX. Reporting and/or Evaluation Requirements

A. Monthly

Contractors receiving Federal funding shall provide or update information on a monthly basis to demonstrate compliance with Office of the Inspector General (OIG) Attestation as follows: Contractors receiving Federal funding shall complete and submit an ACBH Monthly Staff Change Attestation E-Form on a monthly basis prior to the 15th of the following month to attest that all staff changes have been submitted to ACBH as

¹¹ <u>https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53</u>

described in the ACBH OIG and Other Exclusion List Monitoring, Oversight, and Reporting Policy as set forth in the Program Integrity section of the ACBH QA Manual.

B. Annually

Contractor shall provide or update information on an annual basis to demonstrate compliance with the following:

- 1. Provider Contact Information Contractor shall provide ACBH with an updated list of key contacts within its organization by March 15th of the fiscal year.
- 2. Culturally and Linguistically Appropriate Services (CLAS) Training All direct service staff and managers who are providing or supporting services through this Agreement shall complete at least four CLAS trainings annually. At least two of the CLAS trainings shall be offered through ACBH and shall be attended by at least two staff from Contractor's organization, one of which shall be a manager. Contractor shall submit the following information by July 10th of the following fiscal year to the ACBH Office of Ethnic Services:
 - a. An electronic survey that demonstrates Contractor's implementation of CLAS Standards;
 - b. A list of CLAS trainings attended by staff and managers who are providing or supporting services through this Agreement; and
 - c. A summary or copy of a plan to further implement CLAS Standards throughout the organization.

C. As Required

Contractor shall provide ACBH with updates on key personnel or program site changes as referenced earlier in this Agreement.

Contractor shall submit reports per the ACBH Unusual Occurrences and Death Reporting Policy within seven business days of knowledge of the event and shall also adhere to State reporting guidelines for Unusual Occurrences per the appropriate State licensing agency. Contractor shall comply with the Formalized Case Review Policy in the ACBH QA Manual.

D. As Requested

Contractor shall submit a current staff roster within 30-days of request by ACBH. The staff roster shall be in a designated format and include all employees, volunteers, Board Members, and agents providing services and/or goods under this Agreement.

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources. Contractor shall submit any special information or reports requested by ACBH, and shall comply with the reporting requirements of County, State, and Federal agencies, and applicable laws and regulations, as a condition of funding. Any other emerging reporting required by applicable laws and regulations shall be submitted as a condition of maintaining funding.

E. Medi-Cal Programs

Medi-Cal programs shall provide or update information to demonstrate compliance with the following:

1. Ongoing or Monthly

Contractors providing Medi-Cal services shall input data into an electronic data collection and claiming system approved by ACBH Information Systems (IS) by the third business day of each month according to the written data entry procedures specified by ACBH IS, and complete any corrections based on the test claim by no later than the 20th of each month.

Contractor shall comply with network adequacy standards for timely access to services as specified in the ACBH QA Manual policy Timely Access to Service Standards and Tracking Requirements. Contractor shall track all data as specified in the policy.

CANS/ANSA/PSC

Contractors providing Medi-Cal services shall input CANS and/or ANSA data for each client according to the data entry procedures specified by the ACBH CANS/ANSA Coordinators, and this shall include data entry into the ACBH Objective Arts CANS/ANSA Data Collection and Reporting System for programs operating under Master Contracts. For programs serving children and youth, Contractor shall input PSC-35 data according to the guidelines specified by ACBH.

Provider Directory

Contractor shall submit information as requested by ACBH in accordance with the format and timelines specified by ACBH and DHCS.

2. Quarterly

Network Adequacy Standards Reporting

Contractor shall submit information as requested by ACBH in accordance with the format and timelines specified by ACBH and DHCS.

3. As Required

<u>Correspondence from DHCS Provider Enrollment/Master Provider File Divisions</u> Contractor shall report any correspondence received from the DHCS Provider Enrollment Division or Master Provider File Division.

4. As Requested

<u>Mental Health Statistics Improvement Plan (MHSIP)</u> Contractor shall conduct the MHSIP survey to collect information about perception of care as requested by ACBH and DHCS.

EXHIBIT A-1, ATTACHMENT 1 ADDITIONAL PROVISIONS FOR CITY OF BERKELEY

The following Additional Provisions are incorporated into this Agreement by this reference:

1. Section II.B (Site Licenses, Permits, Certifications) shall be modified by adding the following language at the end of the section's third paragraph:

If in the event Contractor is unable to provide the Program Change Request Form at least 30 days prior to the move of any program location or change of contracted hours of operation due to an Unforeseen Event, Contractor may submit the form with shorter advance notice but must in all cases submit the form as soon as possible under the circumstances prior to any move or change. As used in this section, Unforeseen Event means: natural disaster, terrorist attack, or an act of war; fire or flood, or other facility issue causing significant disruption in services; or sudden and unexpected loss of a substantial number of program staff causing significant disruption in services.

2. Section VII.F (Program Modification Approval Requirement) shall be modified by adding the following language at the end of the section's first paragraph:

If in the event Contractor is unable to provide the modification request at least 30 days prior to the proposed date for implementation due to an Unforeseen Event, Contractor may submit the request with shorter advance notice but must in all cases submit the form as soon as possible under the circumstances prior to any implementation of the change. As used in this section, Unforeseen Event means: natural disaster, terrorist attack, or an act of war; fire or flood, or other facility issue causing significant disruption in services; or sudden and unexpected loss of a substantial number of program staff causing significant disruption in services.

- 3. County and Contractor acknowledge that with respect to **Section IV** (**Staffing Requirements**), the terms "ownership" or "owner" do not apply to Contractor because Contractor is a municipal government.
- 4. Section VII.J (Oath of Confidentiality) shall be deleted in its entirety and replaced with the following language:

Annually, Contractor shall collect a signed Oath of Confidentiality from any staff who are paid or partially paid through this Agreement and shall retain this in the employee file for a minimum of five years after termination of services provided under this Agreement. The content of the Oath of Confidentiality must be approved in writing by County.

EXHIBIT A-2

<u>COMMUNITY BASED ORGANIZATION MASTER CONTRACT</u> Lobbying Restrictions and Disclosure Certification

Contractor shall be responsible for complying with lobbying restrictions and disclosure certification per Section 1352 of Title 31, United States Code.

I. Certification and Disclosure Requirements

- A. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of Title 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the one-page form, entitled "Certification Regarding Lobbying," available on the Alameda County Behavioral Health Care Services (ACBH) website at http://www.acbhcs.org/providers/network/cbos.htm) that the recipient has not made, and will not make, any payment prohibited by Paragraph II of this provision.
- B. Each recipient shall file a disclosure (in the one-page form, entitled "Disclosure of Lobbying Activities," available on the ACBH website at http://www.acbhcs.org/providers/network/cbos.htm) if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph II of this provision if paid for with appropriated funds.
- C. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph I.B. herein. An event that materially affects the accuracy of the information reported includes but is not limited to:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- D. Each person (or recipient) who requests or receives from a person referred to in Paragraph I.A. of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- E. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph I.A. of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

II. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1

State of California Department of Health Care Services CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

<u>City of Berkeley</u> Name of Contractor

Printed Name of Person Signing for Contractor

<u>Master Contract No. 900161</u> Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

EXHIBIT A(a)-SCOPE OF WORK (SOW): ACUTE CRISIS CARE AND EVALUATION FOR SYSTEM-WIDE SERVICES (ACCESS)

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)	
Contractor Name	City of Berkeley	
Contract Period	July 1, 2020 – June 30, 2021	
Type of Contract	Master	

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Acute Crisis Care and Evaluation for System-wide Services (ACCESS)

- Adult ACCESS: Crisis, Assessment, Triage (CAT) Reporting Unit (RU) #88025
- Child ACCESS RU #880310

II. Contracted Services

See Applicable Exhibit A Documents.

Access and Linkage to Treatment

Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Screen and evaluate for medical necessity and determine appropriate level of service for clients attempting to access mental health services;
- Stabilize acute crisis situations related to mental illness; and
- Increase client and family understanding of mental illness, available resources, and responsibility for monitoring/managing their treatment and recovery.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents

Contractor shall provide services to residents of the City of Berkeley who are seeking access to mental health services.

2. Referral Process to Program

Contractor shall accept referrals from family members; the City of Berkeley Mental Health Crisis Line; City of Berkeley staff; primary care providers; law enforcement, code enforcement, and fire agencies; community-based organizations; and other County programs. Contractor shall also accept self-referrals.

3. Program Eligibility

116 Exhibit A(a)-SOW: ACCESS Page 2 of 3

See Applicable Exhibit A Documents.

Contractor shall only serve clients who:

- Are seeking access to mental health services;
- Are Alameda County residents; and
- Require short term crisis stabilization related to a mental health issue.

4. Limitations of Service

Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program DesignSee <u>Applicable Exhibit A Documents.</u>

Contractor's ACCESS programs shall be the primary telephonic and in person portal for residents of the City of Berkeley to call or visit if they are seeking mental health treatment.

Contractor's services shall include a set of related activities to connect individuals with serious emotional disturbance or mental illness, as early in the onset of these conditions as practicable, to provide medically-necessary care and treatment including, but not limited to, care provided by County-funded mental health programs.

Contractor shall provide specialty screening and associated referral services for mental health and co-occurring substance use disorders. Contractor shall provide brief assessment for individuals experiencing acute mental health symptoms.

Contractor shall use evidence-based practices such as Motivational Interviewing to engage referred clients through the stages of change and toward an increased readiness to participate in appropriate services.

Contractor shall maintain a Medi-Cal Administrative Activities (MAA) claim plan and conduct outreach and engagement in a way that maximizes revenue generation through MAA.

2. Discharge Criteria and Process

Contractor shall provide linkages to appropriate mental health services in Alameda County.

3. Hours of Operation

See Applicable Exhibit A Documents.

Contractor shall maintain the following hours of operation:

- Regular Hours:
 - Phone: Monday through Friday: 8:00 a.m. to 4:00 p.m.

- Walk-In ACCESS for Adults: Monday through Thursday, 8:00 a.m. to 1:30 p.m.
- Covid Reduced Hours:
 - Phone: Monday through Friday: 10:00 a.m. to 5:00 p.m.
 - Walk-In ACCESS for Adults: Monday through Thursday, 10:00 a.m. to 1:00 p.m.

4. Service Delivery Sites

See Applicable Exhibit A Documents.

Contractor shall provide services at the following locations:

- Child:
 - o 3282 Adeline Street, Berkeley, CA 94704
 - $\circ~1521$ University Avenue, Berkeley, CA 94703, pending approval from ACBH
- Adult:
 - o 1521 University Avenue, Berkeley, CA 94703
 - $\circ~2640$ Martin Luther King Jr Way, Berkeley, CA 94703, pending approval from ACBH

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

See Applicable Exhibit A Documents.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the services, as described in the Program Description above, to eligible clients.

B. Quality Objectives

Contractor shall work with ACBH during the contract period to develop quality objectives for this program.

C. Impact Objectives

Not applicable.

V. Reporting and Evaluation Requirements

Contractor shall document MAA activity through an electronic data collection and claiming system approved by ACBH Information Systems.

VI. Additional Requirements

See Applicable Exhibit A Documents.

EXHIBIT A(b)-SCOPE OF WORK (SOW): CRISIS SERVICES

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)	
Contractor Name	City of Berkeley	
Contract Period	July 1, 2020 – June 30, 2021	
Type of Contract	Master	

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Crisis Services:

- Mobile Crisis Team (MCT) Reporting Units (RUs) #88029 and #01Q25
- Transitional Outreach Team (TOT) RU #88025

II. Contracted Services

See Applicable Exhibit A Documents.

Crisis Consultation Services

Outpatient Services

- Mental Health Services
- Case Management/Brokerage
- Medication Support
- Crisis Intervention

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Stabilize acute crisis situations related to mental illness; and
- Screen and evaluate clients and determine and link to appropriate level of service;
- Increase client and family understanding of mental illness, available resources, and responsibility for monitoring/managing their treatment and recovery.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups See <u>Applicable Exhibit A Documents.</u> Contractor shall provide mobile crisis services to residents of the cities of Berkeley and Albany who are experiencing a mental health crisis or who have recently experienced a mental health crisis in Berkeley or Albany.

2. Referral Process to Program

Contractor shall accept referrals for MCT services from individuals in crisis; family members of those in crisis; City of Berkeley and City of Albany Police and Fire

Departments; other City of Berkeley and City of Albany staff; community-based organizations; County programs; and community members.

Contractor shall accept referrals for TOT from MCT or the City of Berkeley Mental Health Division.

3. Program Eligibility Contractor shall only serve clients who:

See Applicable Exhibit A Documents.

Requirements for MCT:

- Are residents of the cities of Berkeley or Albany; and
- Are experiencing a mental health crisis in the cities of Berkeley or Albany.

Requirements for TOT:

- Are residents of the City of Berkeley and Albany;
- Are experiencing a mental health crisis in the City of Berkeley and Albany; and
- Are referred from MCT or the City of Berkeley Mental Health Division.

Additional Requirements for Outpatient Services

- Require short term crisis stabilization related to a mental health issue;
- Meet specialty mental health criteria with impairments in the moderate to severe range per the ACBH Behavioral Health Screening Form for Assessment and Treatment as Medically Necessary, which can be referenced online at http://www.acbhcs.org/providers/network/CBOs.htm; and
- Are eligible for payment of services through the County Mental Health Plan.

4. Limitations of Service

Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall provide the following services in partnership with other community responders at locations throughout the community to:

- Assess client need for mental health services;
- Intervene to reduce acute symptoms of mental illness; and
- Refer to and help clients access additional community services and resources such as intensive case management, caregiver support for family members, peer counseling, medical services, programs of Adult Protective Services, home-delivered meals, paratransit services, and inpatient hospitalization.

Contractor shall provide outreach and mental health consultation to hospital emergency personnel, community agency, City of Berkeley and Albany Police and Fire Departments, and residents of the cities of Berkeley and Albany.

Contractor shall maintain a Medi-Cal Administrative Activities (MAA) claim plan and conduct outreach and engagement in a way that maximizes revenue generation through MAA.

Contractor is not required to complete or report on the Child and Adolescent Needs and Strengths Assessment (CANS) and/or Adult Needs and Strengths Assessment (ANSA) for these programs.

Additional Requirement for MCT

Contractor shall work with City of Berkeley and City of Albany Police and other emergency responders to review criteria for 5150 holds.

2. Discharge Criteria and Process See <u>Applicable Exhibit A Documents.</u> Contractor may discharge a client when Contractor's staff, in consultation with the client and family, has determined that the client has successfully been linked to appropriate mental health services in Alameda County.

3. Hours of Operation

See Applicable Exhibit A Documents.

- Contractor shall maintain the following hours of operation:
- Regular Hours:
 - MCT: Seven days per week, 11:30 a.m. to 10:00 p.m.
 - TOT: Monday through Friday, 8:00 a.m. to 5:00 p.m.
- Covid Reduced Hours:
 - MCT: Five days per week, 11:30 a.m. to 10:00 p.m.

4. Service Delivery Sites

•

See Applicable Exhibit A Documents.

Contractor shall provide services at the following locations:

- 1521 University Avenue, Berkeley CA 94703
- 1890 Alcatraz Avenue, Berkeley CA 94703
- 3282 Adeline Street, Berkeley CA 94704
- 2640 Martin Luther King, Jr. Way, Berkeley CA 94704, pending approval from ACBH
- Field-Based Locations: Contractor shall provide services in community settings where clients are located.

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

See Applicable Exhibit A Documents.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the services, as described in the Program Description, to eligible clients.

B. Quality Objectives

Contractor shall work with ACBH during the contract period to develop quality objectives for this program.

C. Impact Objectives

Not applicable

V. Reporting and Evaluation Requirements

See Applicable Exhibit A Documents.

Contractor shall document MAA activity through an electronic data collection and claiming system approved by ACBH Information Systems.

VI. Additional Requirements

See Applicable Exhibit A Documents.

EXHIBIT A(c)-SCOPE OF WORK (SOW): FULL SERVICE PARTNERSHIP (FSP)

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)	
Contractor Name	City of Berkeley	
Contract Period	July 1, 2020 – June 30, 2021	
Type of Contract	Master	

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Full Service Partnership (FSP) Programs

- Adult FSP Reporting Units (RUs) #880211 and #01Q24
- Child FSP RU #88039
- Adult Homeless FSP and Homeless Outreach Team (pending completion of site certification) RU # pending

II. Contracted Services

See Applicable Exhibit A Documents.

Outreach and Engagement

Client and Program Support

Outpatient Services

- Mental Health Services
- Case Management/Brokerage
- Crisis Intervention
- Medication Support

Client and Program Support, including but not limited to:

- Housing Navigation
- Linkage to or provision of Subpayee Services

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Improve the ability of clients¹ to achieve and maintain an optimal level of functioning and recovery;
- Decrease or eliminate symptoms related to mental health disorders, including any danger to self or danger to others;

¹ For the purposes of this document, the term "client" shall be synonymous with the term "partner." This term more closely reflects the relationship that the Contractor will have with the individuals that it will serve through this program.

- Improve the ability of clients and/or their caregivers to secure and maintain stable permanent housing in the least restrictive and most integrated living situation appropriate to meet their needs and preferences;
- Reduce criminal justice involvement and recidivism;
- Reduce client hospitalizations and utilization of crisis and emergency health care services for mental health and physical health issues;
- Ensure that clients obtain and maintain enrollment in health insurance and other public benefits programs for which they are eligible;
- Connect clients and/or their caregivers with ongoing primary healthcare services and coordinate healthcare services with clients' primary care providers;
- Help clients and/or their caregivers to increase their monthly income and financial assets;
- Promote fiscal/benefits stability among clients;
- Support clients in maintaining basic needs including but not limited to housing, food, utilities, and clothing;
- Increase educational and/or vocational participation and attainment among clients;
- Increase meaningful activity as defined by the client;
- Decrease social isolation among clients; and
- Assist and empower clients to transition into the least intensive level of service appropriate to meet their needs.

Additional Goal for Child FSP

• Reduce out of home placements.

Additional Goal for Adult Homeless Outreach Team

• Connect vulnerable homeless individuals to appropriate resources.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents

Contractor shall provide services to residents of the City of Berkeley who live with serious mental illness. Clients shall be those individuals at high risk of rehospitalization who could live in the community if comprehensive services and concentrated supports were available to accommodate their needs.

Clients may include individuals who are homeless or at risk of homelessness, have significant vulnerabilities to victimization and lack of basic needs, have been involved in the criminal justice system, have co-occurring substance use and/or physical health disorders, frequently use hospitals and other emergency services, are at risk of institutionalization, who are undocumented, and/or have limited English proficiency. In the adult program, Contractor shall serve individuals who are sex offenders.

2. Referral Process to Program

For the Adult and Homeless FSPs, Contractor shall receive referrals through Contractor's Comprehensive Community Treatment (CCT), Crisis, Assessment, Triage (CAT), and Focused on Independence Team (FIT).

For the Adult Homeless Outreach Team, Contractor shall also conduct community outreach to screen, assess, and initiate program referrals with a list of high need clients who are identified as chronically homeless and not yet engaged in services. Referrals to the program shall also come from the Adult FSP staff, the Mobile Crisis Team (MCT), law enforcement, jails, juvenile justice facilities, hospitals, hospital emergency departments, mental health programs, City and County Adult Protective Services, community members, and advocacy agencies. Residents of the City of Berkeley may self-refer.

For the Child FSP, Contractor shall receive referrals from Contractor's Acute Crisis Care and Evaluation for Systemwide Services (ACCESS) program; Early Periodic Screening, Diagnosis, and Treatment (EPSDT) programs; and Educationally-Related Mental Health Services (ERMHS) programs.

Contractor shall oversee and approve each referral to FSPs based on program eligibility set forth by Mental Health Service Act (MHSA) regulations and local MHSA processes.

3. Program Eligibility

See Applicable Exhibit A Documents.

Contractor shall only serve clients who:

- Are Alameda County residents and/or living in the City of Berkeley upon access to services;
- Have been referred to and approved by Contractor for assignment; and
- Are eligible for services under an ACBH-approved insurance plan, as defined by ACBH at http://www.acbhcs.org/providers/Access/access.htm.

Additional Requirements for the Adult FSP

Contractor shall only serve clients who:

- Are aged 18years and over;
- Have, as a result of a serious mental illness, significant functional impairment in one or more major areas of functioning (e.g., interpersonal relations, emotional, vocational, educational, or self-care) for at least six months; and
- Have become, or are likely to become, so disabled due to their mental illness that they require or are likely to require public assistance, ongoing mental health services, and/or entitlements;

Additional Requirement for the Adult Homeless FSP

Contractor shall only serve clients who:

- Are aged 18years and over;
- Are a vulnerable homeless individual in the City of Berkeley; and

• Currently live on the streets, in a place not meant for human habitation, in an emergency shelter/emergency hotel with voucher or another type of marginal housing or were previously in this type of living situation.

Additional Requirements for the Child FSP

Contractor shall only serve clients who:

- Are Berkeley residents under 21 years of age who fall into at least one of the following groups:
 - Group 1: As a result of mental health disorder, the child has substantial impairment in a least two of these areas: self-care, school-functioning, family relationships, ability to function in the community, and either of the following occur;
 - The child is at risk of or has already been removed from the home;
 - The mental health impairments have been present for more than six months or are likely to continue for more than one year without treatment.
 - Group 2: The child displays at least one of the following:
 - Psychotic features;
 - History of hospitalization (within one year from date of referral) due to danger to self or others, a recent attempt to harm self or others within the last six months, or being gravely disabled;
 - Risk of violence due to Serious Emotional Disturbance (SED);
 - Risk of school or home placement failure;
 - Repeated hospitalizations;
 - Juvenile justice involvement; or
 - Disruptive behavior.

4. Limitations of Service

Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall deliver the FSPs using the basic tenets and guiding principles outlined in the California Institute of Behavioral Health FSP Toolkits.² Contractor shall provide a full range of the mental health and non-mental health services and supports necessary to advance the client's goals and achieve outcomes that support the client's recovery, wellness, and resilience. Contractor shall provide services with rehabilitative value based on each client's strengths-based individual treatment plan that is created in collaboration with the client. Contractor shall utilize evidence-based practices, which may include but are not limited to Motivational Interviewing, trauma-

² <u>https://www.cibhs.org/publication/fsp-toolkits</u>

informed practices, Assertive Community Treatment (ACT), Wellness Management and Recovery, and/or Attachment Regulation and Competency.

Contractor shall operate a shared caseload model where the client and their families work with all members of the team and where the team delegates the resources of staff members each day to meet the needs of the clients and their family members. As such, the FSP teams serve as the Single Point of Responsibility (SPR), and the FSP caseloads are managed by the whole team or by an individual treatment team. The SPR provides continuity for the client and facilitates the development of a strong working relationship.

Contractor shall maintain a Medi-Cal Administrative Activities (MAA) claim plan, and conduct outreach and engagement in a way that maximizes revenue generation through MAA.

Contractor shall utilize the Harm Reduction philosophy, Motivational Interviewing, and trauma-informed care.

Additional Requirements for the Adult FSP

Contractor shall have a "whatever it takes" philosophy to helping clients achieve their treatment goals while promoting wellness and recovery. This includes, but is not limited to, a "no-fail" approach to initial engagement, outreach, and service delivery where clients are consistently encouraged to join the program and are not discharged if they are not progressing with their treatment goals based on Contractor's preset expectations.

Contractor shall provide services and supports as identified in the treatment plan. The range of services and supports shall include but are not limited to the following:

- Outreach and Engagement: Contractor shall work to engage clients referred to their program and encourage them to engage in treatment. Contractor shall utilize evidence-based practices such as Motivational Interviewing to engage referred clients through the stages of change and toward an increased readiness to participate in appropriate services, and shall inform clients that they can join at any time.
- Outpatient Services: Contractor shall provide mental health services (i.e., assessment; collateral; evaluation; individual, family, and group counseling; individual and group rehabilitation; interactive complexity; and plan development), case management/brokerage, crisis intervention, and medication support.
- Integrated Co-occurring Services: Contractor's services shall include treatment for clients who have a substance use disorder or other co-occurring disorder such that services are integrated into their mental health services.
- Family Education Support and Services: Contractor's services shall include education and training for family members, and working with clients to support

the possibility of seeking re-connection with family members when it is deemed beneficial to achieving their goals.

- Service Linkage: Contractor's case management and rehabilitation services shall include assisting clients in linking with primary health care, establishing and maintaining benefits, and accessing immediate, short-term, and permanent housing. Contractor shall provide Housing Navigation services. Contractor shall, as appropriate, link clients to the City of Berkeley housing resources. Contractor shall link clients with educational and vocational supports.
- Client Supports: Contractor shall provide temporary goods and services such as food, clothing, hygiene kits, utilities, emergency housing, and furniture as appropriate when such items are critical to overall client treatment success. Contractor shall also provide funding for public transportation or direct transportation, as needed, to advance the client's goals and achieve outcomes that support the client's recovery, wellness, and resilience.
- Substitute Payee Services: Contractor is encouraged to assist clients who would benefit from having a representative payee and assistance with money management.

Additional Requirements for the Child FSP

Contractor shall provide outpatient and other services and supports necessary to advance the client's goals and achieve outcomes that support the client's recovery, wellness, and resilience. Services and supports shall be identified in the Individual Service and Supports Plan (ISSP) and shall be provided in the community where the client is or locations identified as convenient to the client. The range of services and supports shall include but are not limited to the following:

- Outpatient Services: Contractor shall provide mental health services (i.e., assessment; plan development; collateral; individual and group counseling; family engagement³; individual and group rehabilitation; and interactive complexity), case management/brokerage, crisis intervention, and medication support.
- Integrated Co-occurring Services: Contractor shall integrate treatment for clients who have a substance use disorder into their mental health services.
- Family Education Support and Services: Contractor shall provide education and training for family members with whom clients are connected and working with clients to support the possibility of seeking re-connection with additional family members when it is deemed beneficial to achieving their goals.
- Service Linkage: Contractor shall provide case management/brokerage services including assisting clients in linking with primary health care or substance use disorder services; establishing and maintaining benefits; and accessing immediate, short-term, and permanent housing. Contractor shall provide Housing Navigation

³ Family Engagement is an umbrella term which includes Family Therapy, Collateral Family Therapy, Collateral Family Groups, Multi-Family Groups, Collateral Caregiver, and any other new codes specified by ACBH.

services. Contractor shall, as appropriate, link clients to the City of Berkeley housing resources.

- Client Supports: Contractor shall provide temporary goods and services such as food, clothing, hygiene kits, utilities, emergency housing, and furniture as appropriate when they are critical to overall client treatment success. Contractor shall also provide funding for public transportation or direct transportation, as needed to advance the client's goals and achieve outcomes that support the client's recovery, wellness, and resilience.
- Outreach and Engagement: Contractor shall work with ACBH to ensure that the program maintains full capacity. Contractor shall work to engage clients referred to their program and encourage them to engage in treatment. Contractor shall utilize evidence-based practices such as Motivational Interviewing to engage referred clients through the stages of change and toward an increased readiness to participate in appropriate services. Contractor shall provide information, referral, and linkage to clients who decline FSP services but who require mental health and other services.
- Welcoming Environment and Trauma-Informed Practices: Contractor shall provide services using trauma-informed practices to ensure the understanding of the neurological, biological, psychological, and social effects of trauma, as well as the prevalence of these experiences in each client.
- ISSP: Each client shall have an ISSP that is a strengths-based and family-centered plan of services. Contractor shall engage the client, and their family as appropriate, to develop the ISSP and identify services and supports needed by the client to help facilitate recovery, promote wellness, and build resilience. Participating individuals and staff on the team shall provide information to help the client make informed choices about the services included in the ISSP. Parents shall be included in the collaborative decision-making process. The family voice and choice shall be valued, encouraged, and supported.
- 2. Discharge Criteria and Process See <u>Applicable Exhibit A Documents.</u> Contractor shall oversee and approve each discharge based on criteria set forth by the County. Providers shall justify ongoing service necessity for FSP level of care on an annual basis as part of their Clinical Quality Review Team approval process.

3. Hours of Operation

See Applicable Exhibit A Documents.

Contractor shall maintain the following hours of operation:

- Adult Service Hours: Monday through Friday, 8:00 a.m. to 4:00 p.m. with afterhours crisis response capability seven days per week, 24 hours per day
- Child Service Hours: Monday through Friday, 8:300 a.m. to 5:30 p.m. with afterhours crisis response capability seven days per week, 24 hours per day

4. Service Delivery Sites

See Applicable Exhibit A Documents.

Contractor shall provide services at the following locations:

Adult Services:

- 1521 University Avenue, Berkeley CA 94703
- 1890 Alcatraz Avenue, Berkeley CA 94703
- 2640 Martin Luther King, Jr. Way, Berkeley CA 94704 (starting upon approval by ACBH)
- 3282 Adeline Street, Berkeley CA 94704
- Payee services:1890 Alcatraz Avenue, Berkeley CA, 94703
- Field-Based Locations: Contractor shall provide services in community settings where clients are located.
- Telehealth

Child Services:

- 3282 Adeline Street, Berkeley CA 94704
- 1521 University Avenue, Berkeley CA 94703 (starting upon approval by ACBH)
- Field-Based Locations: Contractor shall provide services in community settings where clients are located including schools.
- Telehealth

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications See <u>Applicable Exhibit A Documents</u>.

Contractor shall maintain direct service staff in each of the following categories, which may include:

- Team Lead;
- Licensed Practitioner of the Healing Arts;
- Mental Health Rehabilitation Specialist or Adjunct Staff;
- Registered Nurse; and
- Psychiatrist.

Contractor shall also maintain administrative staff responsible for data collection activities.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the services, as described in the Program Description above, to eligible clients.

Contractor shall work with ACBH during the contract period to develop process objectives for this program that may include those below:

Process Measure	Data Source
Number of new clients enrolled ⁴	INSYST
Number of clients open to program point-in-time	INSYST
Number of clients closed and reason for closure	INSYST
Number of hours provided by service	INSYST
Percent of services provided that are field-based	INSYST
Adult FSP Only: Number of clients with no SSI/SSDI who are linked to advocacy programs	INSYST, ACBH advocacy database
Child FSP Only: Number of Child Family Team meetings per client	Contractor report, WFI-EZ review

B. Quality Objectives

Adult FSP

Contractor shall work with ACBH during the contract period to develop quality objectives for this program that may include those described below:

Quality Measure	Quality Objectives
Percent of clients reporting "strongly agree" or "agree" to the question, "I like the services that I received here" on the Mental Health Statistics Improvement Program (MHSIP) survey	As measured by City of Berkeley data
Percent of discharges for which Contractor provided a face-to- face visit with the client and / or their caregiver within two calendar days of that discharge: crisis stabilization service, hospital for a mental health diagnosis, Institutions for Mental Disease (IMD), psychiatric health facility, and/or criminal justice system	As measured by City of Berkeley data
Percent of clients and/or their caregivers who have consented to participate in services and have received one or more face-to- face visits within seven calendar days of their referral to the program	As measured by City of Berkeley data
Percent of clients and/or their caregivers who receive an average of four or more face-to-face outpatient visits per month for each full month they are enrolled in the program and not documented as being in an IMD	As measured by City of Berkeley data -

⁴ All measures by ethnicity, race, language, gender, and sexual orientation.

Child FSP

Contractor shall work with ACBH during the contract period to develop quality objectives for this program which may include those described below:

Quality Measures	Quality Objectives
Measure #1: Percent of clients who receive a face-to-face outpatient visit within five calendar days of a qualifying event. Qualifying events include 1) a documented crisis or 2) discharge from crisis stabilization services, hospitals for a mental health hospitalization and / or the juvenile justice system	As measured by City of Berkeley data
Measure #2: Percent of clients who receive an average of four or more face-to-face visits per month during the reporting period (new and existing clients)	As measured by City of Berkeley data
Measure #3: Percent of clients receiving continuous service with no breaks greater than 30 days during the reporting period	As measured by City of Berkeley data

C. Impact Objectives

Contractor shall work with ACBH during the contract period to develop impact objectives for this program which may include those described below:

- For the Child FSP, percent of clients who had improvement in at least one domain in PCS-35.
- Improved living situation: Percent of clients who were living in a restrictive and unstable environment at intake and then showed an improved living situation at the most recent update (FSP data, Contractor report).
- Primary care connection: Of clients who received at least 12 months of service, percent who had a primary care appointment within 12 months of enrollment (FSP data, Contractor report).
- Reductions in emergency care⁵ psychiatric emergency, inpatient, crisis stabilization utilization: Of clients who received at least 12 months of service, percent who had a reduction in days in psychiatric emergency services/inpatient/crisis stabilization units within 12 months of enrollment compared to the 12 months before entering the service⁶ (INSYST).
- Reductions in jail days: Of clients who received at least 12 months of service, percent who had a reduction in jail days within 12 months of enrollment compared to the 12 months before entering the service⁷ (FSP data).
- Education status: Percent of clients who were not attending school at initial assessment and then showed an improvement in status (i.e., enrolled in a vocational program/internship, enrolled in school at least part-time) at the time of most recent assessment (FSP data).

⁵ For clients of the Adult FSP, this shall be defined as days in psychiatric emergency, inpatient, or crisis stabilization units. For clients of the Child FSP, this shall be defined as days of mental health crisis services.

⁶ By ethnicity, race, language, gender, and sexual orientation.

⁷ By ethnicity, race, language, gender, and sexual orientation.

• Employment status: Percent of clients who were unemployed at initial assessment and then showed an improvement in their status (i.e., enrolled in a vocational program/internship, found employment, etc.) at the time of most recent assessment (FSP data).

V. Reporting and Evaluation Requirements

See Applicable Exhibit A Documents.

Contractor shall document MAA activity into an electronic data collection and claiming system approved by ACBH IS.

Contractor shall input data for each client into the Partnership Assessment Form (PAF) at intake, into the Three-Month Assessment (3M) Update quarterly, and into the Key Event Tracking (KET) at each change in client status for any of the indicators included in KET.

Contractor shall participate and assist in ACBH's efforts to collect and track data to establish and refine benchmarks.

VI. Additional Requirements

See Applicable Exhibit A Documents.

EXHIBIT A(d)-SCOPE OF WORK (SOW): ADULT SERVICE TEAM

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)	
Contractor Name	City of Berkeley	
Contract Period	July 1, 2020 – June 30, 2021	
Type of Contract	Master	

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Adult Service Teams

- Comprehensive Community Treatment (CCT) Program Reporting Units (RUs) #8802T2 and #01Q21
- Focus on Independence Team (FIT) Medication Only RUs #8802M1 and #01Q23

II. Contracted Services

See Applicable Exhibit A Documents.

Outreach and Engagement

Outpatient Services

- Mental Health Services
- Case Management/Brokerage
- Crisis Intervention
- Medication Support

Client and Program Support

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Assist clients in attaining a level of autonomy within the community of their choosing;
- Reduce the impact that mental health issues have on the ability of clients to achieve and maintain an optimal level of functioning and recovery;
- Assist clients in finding and maintaining meaningful roles in education, vocation, and volunteer work;
- Increase community connections among clients;
- Promote fiscal/benefits stability among clients;
- Support clients in maintaining basic needs including but not limited to housing, food, utilities, and clothing;
- Increase and support client choice around appropriate housing;
- Reduce client utilization of hospitalization and emergency services;
- Reduce criminal justice involvement and recidivism; and

• Ensure that clients obtain and maintain enrollment in health insurance and other public benefits programs for which they are eligible.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents

Contractor shall provide services to residents of the City of Berkeley who live with serious mental illness. Clients shall be those individuals at high risk of rehospitalization who could live in the community if comprehensive services and concentrated supports were available to accommodate their needs.

Clients may include individuals who are homeless or at risk of homelessness, have been involved in the criminal justice system, have co-occurring substance use and/or physical health disorders, have frequent use of hospitals and other emergency services, are at risk of institutionalization, who are undocumented, and/or have limited English proficiency. Contractor shall serve individuals who are sex offenders.

2. Referral Process to Program

Contractor shall receive referrals through Contractor's Comprehensive Community Treatment (CCT), Focus on Independence Team (FIT), Adult Full Service Partnership (FSP) and Homeless FSP, Homeless Outreach and Treatment Team (HOTT) and Crisis, Assessment, and Triage Team (CAT).

3. Program Eligibility

See Applicable Exhibit A Documents.

Contractor shall only serve clients who:

- Are residence of Alameda County and/or have Alameda County Medi-Cal;
- Are 18 years of age or older;
- Have become, or are likely to become, so disabled due to their mental illness that they require or are likely to require public assistance, ongoing mental health services, and/or entitlements;
- Have been referred and approved by Contractor for assignment; and
- Are eligible for services under an ACBH-approved insurance plan, as defined by ACBH at <u>http://www.acbhcs.org/providers/Access/access.htm</u>.

4. Limitations of Service

Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall conduct outreach and attempt to engage each client and/or family in outpatient services within one week of the date that the client is referred to Contractor's program. Contractor shall encourage referred clients to sign on to be a member of Contractor's Service Team (i.e., roster of clients currently receiving services from Contractor's Service Team).

Contractor shall provide the following outpatient services: mental health services (i.e., assessment, collateral, evaluation, family engagement, interactive complexity, plan development, rehabilitation, and therapy), case management/brokerage, crisis intervention, and medication support. Contractor shall provide services that are strength-based, individualized for each client, and responsive to the needs of clients, including those with co-occurring conditions and physical health disorders.

Contractor shall utilize Motivational Interviewing to engage clients.

Contractor shall also provide linkage and referral to the following services:

- Wellness Centers;
- Educational, vocational, and housing resources;
- The Pool of Consumer Champions and other programs operated by and for mental health consumers; and
- Primary care services.

Contractor shall provide services in Contractor's clinic but most often at other community locations that are convenient to the client. If a client is hospitalized or placed in a 24-hour treatment facility, Contractor shall attempt to visit the client at that site. Contractor shall collaborate with Drug Court for all Drug Court clients.

Contractor shall link clients with educational and vocational supports. Contractor is encouraged to assist clients who would benefit from having a representative payee and assistance with money management.

- 2. Discharge Criteria and Process See <u>Applicable Exhibit A Documents.</u> Contractor shall oversee and approve each discharge based on criteria set forth by the City of Berkeley. Providers shall justify ongoing service necessity for level of care on an annual basis as part of their Clinical Quality Review Team approval process.
- **3. Hours of Operation** See <u>Applicable Exhibit A Documents.</u> Contractor shall maintain the following hours of operation:

- Case management and medication services:¹ Monday through Friday, 8:00 a.m. to 4:00 p.m.
- Subpayee services: Monday through Friday, 10:00 a.m. to 12:00 p.m.
- Medication services: Monday through Thursday: 9:00a.m.to 12:00p.m. and 1:00 p.m. to 4:00 p.m.

4. Service Delivery Sites

See Applicable Exhibit A Documents.

Contractor shall provide services at the following locations:

- New clients and ongoing clinical case management: 1521 University Avenue, Berkeley, CA 94703 and 1890 Alcatraz Avenue, Berkeley, CA, 94703
- Medication support services: 1890 Alcatraz Avenue, Berkeley, CA, 94703
- Subpayee services: 1890 Alcatraz Avenue, Berkeley, CA, 94703
- All services: 2640 Martin Luther King Jr Way, Berkeley, CA 94704 upon approval by ACBH
- Field-Based Locations: Contractor shall provide services in community settings where clients are located.
- Telehealth

Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

See Applicable Exhibit A Documents.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the services, as described in the Program Description, to eligible clients.

B. Quality Objectives

Contractor shall work with ACBH during the contract period to develop quality objectives for this program, which may include those described below:

Quality Measures	Quality Objectives
Percent of discharges for which Contractor provided a face-to- face visit with the client and/or their caregiver within three calendar days of that discharge: crisis stabilization service, hospital for a mental health diagnosis, Institution for Mental Disease, psychiatric health facility, and/or criminal justice system	70%
Percent of clients and/or their caregivers who have consented to participate in services and have received one or more face-to-	60%

¹ Medication services are to be by appointment.

Quality Measures	Quality Objectives
face visit within seven calendar days of their referral to the program	
Percent of clients who receive at least one face-to-face visit per month	85%
Percent of clients who have at least one completed CANS/ANSA on file for each six-month period that they are in the program	95%

C. Impact Objectives

Contractor shall work with ACBH during the contract period to develop impact objectives for this program, which may include those below:

For eligible clients who have been in the program for 12 months or longer and also have had at least two crisis stabilization (CS), psychiatric health facility (PHF), or psychiatric hospitalization admissions in the 12 months prior to their entry into the program:

Impact Measures	Impact Objectives
Percent of eligible clients who had a decrease in CS, PHF, or psychiatric hospital admissions in their most recent 12 months in the program as compared to the 12 months prior to their entry into the program	80%

V. Reporting and Evaluation Requirements

See Applicable Exhibit A Documents.

VI. Additional Requirements

See Applicable Exhibit A Documents.

EXHIBIT A(e)-SCOPE OF WORK (SOW): SCHOOL-BASED BEHAVIORAL HEALTH (SBBH) AND EARLY PERIODIC SCREENING, DIAGNOSIS, AND TREATMENT (EPSDT)

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)	
Contractor Name	City of Berkeley	
Contract Period	July 1, 2020 – June 30, 2021	
Type of Contract	Master	

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

School Mental Health Programs

- School-Based Behavioral Health (SBBH) Reporting Unit (RU) #88035
- Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Outpatient Therapy Program RU #88031

II. Contracted Services

See Applicable Exhibit A Documents.

Outpatient Services

- Mental Health Services
- Case Management/Brokerage
- Crisis Intervention
- Medication Support

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Support children and their families to have stable emotional functioning, and the readiness to succeed socially and academically in school and at home;
- Foster positive family, adult, and peer relationships;
- Provide skills to help children and their families to manage and cope with their presenting problems and everyday challenges, and to navigate the available support services and resources; and
- Support healthy development of children and youth to improve social, emotional, and behavioral development, and family and school functioning.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See <u>Applicable Exhibit A Documents</u>

Contractor shall provide services to pre-school, elementary school, middle school, and high school children who are facing difficulties that prevent them from performing efficiently, both academically and socially, at school.

Contractor shall make it a priority to serve students in the Berkeley Unified School District. For SBBH, Contractor shall make it a priority to serve students at Berkeley High School and Berkeley Technology Academy.

2. Referral Process to Program

Contractor shall accept referrals from Contractor's Child Acute Crisis Care and Evaluation for System-wide Services (ACCESS) program, teachers and school administrators, and parents/guardians. Teenagers can also self-refer.¹

Additional Requirements for SBBH

Contractor's staff shall work in collaboration with school personnel through the Coordination of Services Team (COST), if one exists, to review referrals and provide appropriate support services to eligible students and families.

Additional Requirements for EPDST

Contractor shall also accept referrals from Alameda County Social Services Agency Department of Children and Family Services (DCFS).

3. Program Eligibility

See Applicable Exhibit A Documents.

Contractor shall only serve clients who:

- Are Alameda County residents;
- Are children or youth up to their 21st birthday;
- Have full-scope Alameda County Medi-Cal or are an unaccompanied immigrant youth per the guidelines in the November 12, 2015 and February 4, 2016 Provider Letters regarding services to this population, which can be referenced online at http://www.acbhcs.org/providers/network/CBOs.htm;
- Meet criteria to receive specialty mental health services under the ACBHidentified Behavioral Health Screening Form for Assessment and Treatment as Medically Necessary, which can be referenced online at http://www.acbhcs.org/providers/network/CBOs.htm;
- Are at risk for academic failure and/or who face behavioral challenges; and
- Are at risk for needing higher levels of care.

Foster, kinship, or adopted children and youth with out-of-county Medi-Cal and residing in Alameda County are eligible for services under inter-county arrangements possible under AB 1299 and SB 785.

4. Limitations of Service

Not applicable.

¹ Youth 12 years of age or older may self-refer.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall develop and maintain a signed Letter of Agreement (LOA) with the school site and/or school district, with the purpose of outlining roles and responsibilities, collaboration, and communication regarding services being provided. This LOA shall be renewed each fiscal year and amended as needed. Contractor shall make a copy of this LOA available to ACBH. At a minimum, the LOA shall specify roles and responsibilities of each partner, minimum staffing and space requirements, referral and evaluation processes, mental health crisis response and communication protocols, and the process for maintaining overall communication and coordination of services.

Contractor shall provide mental health services (i.e., assessment, collateral, evaluation, family engagement², group rehabilitation, group therapy, individual rehabilitation, individual therapy, interactive complexity, and plan development); case management/brokerage; and crisis intervention as needed. Contractor shall utilize family engagement strategies for all clients served within this program.

Case management shall be provided by Contractor through the students' assigned clinician-case manager. Case management shall include a determination of the need for additional resources, both within and outside of the mental health system, and efforts to link students to those resources/providers. The general purpose of case management efforts shall be to expand the network of positive supports available to the student and family with the goal of improving home, community, and school functioning.

At each school site, Contractor may provide group therapy to clients as needed in addition to their primary clinical treatment or as their primary mode of treatment if clinically appropriate.

Contractor shall provide psychiatric medication evaluation and support. Contractor shall comply with school district policies regarding medication distribution for these programs that serve clients at school sites.

2. Discharge Criteria and Process See <u>Applicable Exhibit A Documents.</u> Discharge planning shall involve collaboration between Contractor's treatment team, students/parents, and ACBH. This team shall formally review the treatment goals, standards, objectives, and benchmarks at least annually. Discharge criteria shall be linked with the student's treatment goals, standards, objectives, and benchmarks. In general, a planned discharge shall occur when the student's emotional problems impacting their ability to learn are reduced or ameliorated.

² Family engagement is an umbrella term which includes family therapy, collateral family therapy, collateral family groups, multifamily groups, collateral caregiver, and any other new codes specified by ACBH.

3. Hours of Operation

See Applicable Exhibit A Documents.

Contractor shall maintain the following hours of operation:

- Berkeley High School: Monday through Friday, 8:00 a.m. to 4:00 p.m.
- Other locations (combined): Monday through Friday, 8:00 a.m. to 4:00 p.m.

4. Service Delivery Sites

See Applicable Exhibit A Documents.

Contractor shall provide services at the following locations:

For SBBH Services

Contractor shall provide services at the following locations:

- Berkeley High School: 1980 Allston Way, Berkeley, CA 94704
- 1521 University Avenue, Berkeley, CA 94703 (starting in Summer 2020 upon approval of ACBH).

For EPSDT Services

Contractor shall provide services at the following locations:

- 3282 Adeline Street, Berkeley, CA 94704
- Field-Based Locations: Contractor shall provide services in client homes and other community settings where clients are located, including school sites.

For both programs, Contractor shall also provide services in the field, including other district sites, family homes, telehealth, and community locations, as needed. Field-based locations shall include but not be limited to:

- Berkeley High School (BHS)
- Berkeley Technology Academy (BTA)

Contractor shall work with ACBH to obtain and maintain site certification at any fieldbased sites where services are expected to be delivered on a regular basis. Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

See Applicable Exhibit A Documents.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the services, as described in the Program Description, to eligible clients.

B. Quality Objectives

For the SBBH program, Contractor shall work with ACBH during the contract period to develop quality objectives for this program, which may include those described below:

Quality Measures	Quality Objectives
Percent of clients who receive two or more visits within 30 days of their episode opening date	95%
Percent of clients who receive four or more visits within 60 days of their episode opening date	95%

C. Impact Objectives

Not applicable.

V. Reporting and Evaluation Requirements

See Applicable Exhibit A Documents.

VI. Additional Requirements

See Applicable Exhibit A Documents.

EXHIBIT A(f)-SCOPE OF WORK (SOW): EDUCATIONALLY RELATED MENTAL HEALTH SERVICES (ERMHS)

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	City of Berkeley
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

School Mental Health Programs

- Educationally Related Mental Health Services (ERMHS) Clinic-Based Outpatient Program - Reporting Unit (RU) #88037
- ERMHS Berkeley Unified School District (BUSD) RU #88035

II. Contracted Services

See Applicable Exhibit A Documents.

Outpatient Services

- Mental Health Services
- Case Management/Brokerage
- Crisis Intervention

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to clients accomplish the following goals:

- Increase the ability of students to receive benefit from their special education services;
- Reduce the impact of emotional problems on the ability of children and adolescents to acquire new knowledge and skills in the school setting;
- Reduce symptomatology, absenteeism, and school suspensions;
- Improve social-emotional functioning scores;
- Improve academic achievement as shown by an increase in classroom participation and completion of in-class work and homework assignments;
- Help clients be successful in less restrictive educational environments;
- Help clients have more satisfying relationships with adults and peers in the school setting; and
- Enhance the quality of client/family life and community functioning.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents

Contractor shall provide services to students qualifying for special education whose emotional disturbance has an impact on their ability to engage in their education.

Contractor shall make it a priority to serve students in the Berkeley Unified School District.

Contractor shall only open an ERMHS outpatient referral upon receiving an ERMHS authorization packet from ACBH Children's Specialized Services.

2. Referral Process to Program

Clients shall be eligible for ERMHS and referred and authorized to receive services by the client's school district per their Individualized Education Plan (IEP).

3. Program Eligibility

See Applicable Exhibit A Documents.

Contractor shall only serve clients who:

- Are enrolled in the designated middle or high schools;
- Have Alameda County Medi-Cal;
- Meet criteria for Specialty Mental Health Services;
- Have been assessed for ERMHS services and found to qualify; and
- Have been referred and authorized to receive services by the client's school district.

4. Limitations of Service

Not applicable.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall develop and maintain a signed Letter of Agreement (LOA) with the school site and/or school district, with the purpose of outlining roles and responsibilities, collaboration, and communication regarding services being provided. This LOA shall be renewed each fiscal year and amended as needed. Contractor shall make a copy of this LOA available to ACBH. At a minimum, the LOA should specify roles and responsibilities of each partner, minimum staffing and space requirements, referral and evaluation processes, mental health crisis response and communication protocols, and the process for maintaining overall communication and coordination of services.

Contractor shall provide mental health services (i.e., assessment, collateral, evaluation, family engagement¹, group rehabilitation, group therapy, individual rehabilitation, individual therapy, interactive complexity, and plan development); case management/brokerage; and crisis intervention as needed. Contractor shall utilize family engagement strategies for all clients served within this program.

¹ Family engagement is an umbrella term which includes family therapy, collateral family therapy, collateral family groups, multifamily groups, collateral caregiver, and any other new codes specified by ACBH.

Contractor shall provide services as described in the client's IEP. Contractor's clinicians shall be responsible for ensuring that each student receives, according to the student's IEP and treatment plan, the appropriate combination of mental health services.

2. Discharge Criteria and Process See <u>Applicable Exhibit A Documents.</u> The discharge criteria, upon which the plan is based, shall be reflected in the treatment plan's goals and objectives, and the student's IEP goals, standards, objectives and benchmarks. The IEP goals, standards, objectives and benchmarks shall be formally reviewed at least annually.

Discharge planning shall involve collaboration between Contractor's treatment/IEP team, students/parents, and ACBH.

- **3. Hours of Operation** See <u>Applicable Exhibit A Documents.</u> Contractor shall maintain the following hours of operation: Regular Hours:
 - Monday through Friday, 8:30 a.m. to 4:00 p.m.

Contractor shall provide appointments before or after school by prior arrangement.

4. Service Delivery Sites

See Applicable Exhibit A Documents.

Contractor shall provide services at the following locations:

- Berkeley High School: 1980 Allston Way, Berkeley CA 94704
- Family, Youth and Children Clinic: 3282 Adeline Avenue, Berkeley CA 94703
- 1521 University Avenue, Berkeley CA 94703 (starting Summer 2020, upon approval from ACBH).

Contractor shall also provide services in the field, including other district sites, family homes, telehealth, and community locations, as needed. Field-based locations shall include but are not limited to:

- Berkeley Technology Academy
- Longfellow Middle School
- Martin Luther King, Jr. Middle School
- Williard Middle School

Contractor shall work with ACBH to obtain and maintain site certification at any fieldbased sites where services are expected to be delivered on a regular basis. Contractor shall obtain written approval from ACBH through the ACBH Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

See Applicable Exhibit A Documents.

IV. Contract Deliverables and Requirements

A. Process Objectives

Contractor shall provide the services, as described in the Program Description above, to eligible clients.

B. Quality Objectives

Contractor shall work with ACBH during the contract period to develop quality objectives for this program.

C. Impact Objectives

No applicable

V. Reporting and Evaluation Requirements

See Applicable Exhibit A Documents.

Contractor shall submit an ERMHS Service Notification to ACBH Children's Specialized Services (CSS) to initiate services within five days of opening an episode in an electronic data collection and claiming system approved by ACBH Information Systems (IS) for the purpose of monitoring ERMHS eligibility and ERMHS authorization. Contractor shall also submit an ERMHS Service Notification to ACBH CSS to discontinue services if a client does not engage in services and when Contractor's staff is preparing to terminate services.

VI. Additional Requirements

See Applicable Exhibit A Documents.

EXHIBIT A(g)-SCOPE OF WORK (SOW): ADULT HOMELESS OUTREACH AND TREATEMENT TEAM (HOTT)

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	City of Berkeley
Contract Period	July 1, 2020 – June 30, 2021
Type of Contract	Master

Any specifications or variations in contracted service requirements shall be outlined herein.

I. Program Name

Adult Homeless Outreach and Treatment Team (HOTT) – Reporting Units #880213 and #01Q26

II. Contracted Services

See Applicable Exhibit A Documents.

Outreach and Engagement

Client and Program Support

Outpatient Services

- Mental Health Services
- Case Management/Brokerage

Medi-Cal and Federal Funding Requirements Apply

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Increase access to care through strategic outreach and engagement with the priority populations;
- Provide outreach and engagement services that help the priority population and their family members/caretakers identify goals and improve connections to resources such as education and support services;
- Increase understanding of mental health disorders while reducing the effects of untreated mental illness;
- Provide linkage to appropriate and ongoing services through timely warm handoffs to mental health and treatment services;
- Reduce client hospitalizations and utilization of emergency health care services for mental health and physical health issues; and
- Assist and empower clients to transition into the least intensive level of service appropriate to meet their needs.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

See Applicable Exhibit A Documents

Contractor shall provide services to adults residing in the City of Berkeley who have significant vulnerabilities to victimization, lack of basic needs, physical health challenges, substance use challenges, that are having an impact on their ability to access potential housing opportunities and who are not yet connected with outpatient mental health services. Contractor shall serve individuals who are sex offenders.

2. Referral Process to Program

Contractor shall screen, assess, and initiate program referrals with a list of high need clients who are identified as chronically homeless and who have not yet engaged in services. Referrals to the program shall come from the HOTT staff, the Mobile Crisis Team (MCT), law enforcement, jails, juvenile justice facilities, hospitals, hospital emergency departments, mental health programs, City and County Adult Protective Services, community members, and advocacy agencies. Residents of the City of Berkeley may self-refer.

3. Program Eligibility

See Applicable Exhibit A Documents.

Contractor shall only serve clients who:

- Are City of Berkeley residents;
- Are 18 years of age and older;
- Are experiencing homelessness;
- Are vulnerable to victimization, lack of basic needs, physical health challenges, substance use challenges, and
- Are not yet connected with outpatient mental health programs.

4. Limitations of Service

Contractor's services are limited to 12 months of outpatient and supportive services. Contractor shall provide services to clients meeting the requirements of the Alameda County Mental Health Plan and are willing to complete an assessment including clients who do not meet the County Mental Health Plan.

Although HOTT team members may provide assistance and support during a crisis, the program is not intended to be a crisis response or an emergency service.

C. Program Description

Contractor shall maintain programmatic services at or above the following minimum levels:

1. Program Design

See Applicable Exhibit A Documents.

Contractor shall utilize the Harm Reduction philosophy, Motivational Interviewing, and trauma-informed care.