

Contractor shall provide information about enrolling in Medi-Cal and obtaining Medi-Cal services to which members of the target population may be entitled. 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 assist each client in obtaining and maintaining public benefits and shall screen and review each client's benefits eligibility at each face-to-face contact.

Contractor shall deliver services using the phases of the HOTT model as described below:

- **Referrals:** Contractor shall accept referrals and quickly screen referred individuals to assess whether they are eligible for the HOTT program. When individuals are not eligible for the HOTT program, or when insufficient openings are available for eligible individuals, Contractor shall refer individuals to other City of Berkeley programs and services as needed.
- **Outreach:** Contractor shall conduct outreach to quickly engage eligible referred individuals into the program for outpatient and supportive services. Outreach shall be conducted in clients' natural environment including community settings, acute care settings, and shelters. Contractor shall continue to outreach to eligible referred individuals until they are engaged, or it is apparent that discontinuing contact for a period of time may be the most beneficial. In some cases, outreach may be a longer-term effort as individuals progress through the Stages of Change; however, outreach efforts may be ongoing and as needed.
- **Engagement:** Individuals shall be considered engaged in HOTT services when they decide to participate in HOTT services. Contractor's HOTT staff shall collaborate with engaged clients to establish life goals and a plan to improve connections with relevant community supports. These supports may include mental health and substance abuse treatment, supported housing, and other relevant services. Contractor shall screen clients to determine the need for referrals to additional services as appropriate. Contractor shall educate clients about existing resources and help clients understand and carefully weigh the pros and cons of each option. Contractor shall work with each client to identify the individuals who the client would like to involve in their recovery. These individuals may include family members, caregivers, friends, practitioners, clergy, and other identified supports. Contractor shall seek to actively engage these identified family members and other support persons.
- **Linkage:** Contractor shall link each client with assistance based on their identified needs. Assistance may include help with scheduling and attending appointments. If a HOTT client is already assigned to a treatment team, Contractor shall assist clients in re-engaging with that team. Contractor shall assist with connections to appropriate housing services, mental health services, and community resources. Clients shall be considered linked when they begin to participate in services outside of HOTT to support their self-sufficiency.
- **Follow-Up:** Once the client begins linkage, the HOTT team shall continue to follow the client through the linkage phase for up to 90 days. Contractor's HOTT team members shall follow up with clients, family members, and other individual clients who would like to be involved in their recovery. Contractor's

staff shall conduct follow-up via regular community-based visits. Should a client stop returning phone calls or messages, or miss appointments, Contractor's HOTT Team shall persist in attempting to make contact with and re-engage the client in the program.

- 2. Discharge Criteria and Process** See Applicable Exhibit A Documents.
Contractor shall arrange for the provision of post-discharge services that include a warm hand-off to placement in the least intensive level of service appropriate to the client's needs, as well as additional referrals to community resources for clients to utilize after discharge.

Contractor shall assess a client for discharge if Contractor is unable to locate the client for a period of 90 days and despite attempts to contact the client, or if the client declines treatment.

- 3. Hours of Operation** See Applicable Exhibit A Documents.
Contractor shall maintain at least 25 hours of services per week that falls within the following hours of operation:
- Field services: Monday through Friday, 8:00 a.m. to 4:00 p.m.
 - Phone services: 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:
- 1521 University Avenue, Berkeley, CA 94703
 - 1890 Alcatraz Avenue, Berkeley, CA 94703

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

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

Contractor shall utilize a contracted appropriate agent to conduct evaluation of the implementation and impact of the HOTT program.

V. Reporting and Evaluation Requirements See Applicable Exhibit A Documents.

Contractor shall provide an Annual Program Report in a format provided by ACBH.

Contractor shall utilize the City of Berkeley MAA Plan for processing and submitting monthly activities.

Contractor shall work with the contracted evaluator to collect and evaluate program data. Contractor shall work with ACBH and the contracted evaluator to ensure all relevant data about the program and its outcomes are provided.

VI. Additional Requirements See Applicable Exhibit A Documents.

EXHIBIT B: TERMS AND CONDITIONS OF PAYMENT

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	City of Berkeley
Contract Period	7/1/2020 to 6/30/2021
Contract Type	Master
Contract Number	900161

In addition to all terms of payment described in the Master Contract Terms and Conditions and all relevant Exhibits and Attachments, Parties (Contractor and ACBH) to this Contract shall abide by the terms of payment contained herein.

I. BUDGET (Exhibits)

ACBH may, at its sole discretion, with or without notice to Contractor, add or delete sources of funding used by ACBH for purposes of reimbursement for Contractor costs in providing services covered by this Contract as set forth in Exhibit A.

- Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet)
- Exhibit B-4: Cost Report Submission Timeline
- Exhibit B-5: Cost Settlement Appeal Procedure

II. TERMS AND CONDITIONS OF PAYMENT**A. Definitions**

1. "CPE" shall mean the Certified Public Expenditures as determined through Annual Medi-Cal Cost Report.
2. "EPSDT" shall mean Early and Periodic Screening, Diagnostic and Treatment services, including Educationally-Related Mental Health Services (ERMHS) that are billable to Medi-Cal.
3. "Federal Financial Participation" or "FFP" shall mean the federal government's share of Medi-Cal payments under this Agreement under Specialty Mental Health and Medi-Cal Administrative Activities (MAA).
4. "Final Settlement" shall mean the State's final settlement of federal and state funds for payment and collection with respect to a Fiscal Year.
5. "Fiscal Year" shall mean any period from July 1 to June 30.
6. "Reconciliation" shall mean the Short-Doyle/Medi-Cal process, which allows ACBH to add or reduce Medi-Cal units of service or revenue that have changed subsequent to the cost report submission.
7. "State" shall mean the State of California, including the California Department of Health Care Services (DHCS) or any successor agency.

8. "State Share" shall mean all Medi-Cal payments under this Agreement excluding the Federal Financial Participation.
9. "Third Party Billing" shall mean billing and collection services performed by County on behalf of Contractor for services provided by Contractor under this Agreement that are subject to reimbursement that is primary to ACBH from patients, non-Medi-Cal third party payers, including but not limited to Private Insurance and Medicare, or share of cost Medi-Cal.
10. "Year-End Cost Report" shall mean Contractor's cost report submitted for a Fiscal Year.

B. Contract Amount

1. Contract Funding and Total Reimbursement

Contractor shall receive interim payments from County based on a rate sheet ("Rate Sheet") equal to the amount of State General Funds (SGF), Medi-Cal Federal Financial Participation (FFP), Medicare, Educationally-Related Mental Health Services (ERMHS), 2011 Realignment, health insurance and third-party payers and/or Share of Cost Medi-Cal other health coverage and client payments to the County related to Contractor's Reporting Units (RU), reduced by the ACBH Administrative charge identified in section III.A.

Any cost report reconciliation or audit that results in an amount due from Contractor, shall be the responsibility of Contractor.

Reimbursement is contingent upon and limited to:

- i. Early and Periodic Screening, Diagnostic and Treatment (EPSDT) paid to the County as a result of Contractor's participation in the EPSDT program,
- ii. FFP funds paid to the County as a result of Contractor's participation in other Medi-Cal Specialty Mental Health Services and Medi-Cal Administrative Activities (MAA) programs,
- iii. Mental Health Services Act (only where County is providing State's share),
- iv. Medicare funds paid to the County as a result of billing on behalf of Contractor for Contractor's participation in the Medicare program as applicable,
- v. Private Insurance funds paid to the County as result of billing third-party payer on behalf of Contractor as applicable, and
- vi. Client reimbursements paid to the County for clients that have Share of Cost Medi-Cal as a result of billing on behalf of Contractor.

To the extent that any service provided by Contractor under this Agreement is subject to potential third-party coverage that is primary to ACBH, ACBH shall, on

behalf of Contractor, bill patients and payers in accordance with section V.A. as Third Party Billing

Final reimbursement shall be based on Contractor's actual Certified Public Expenditures (CPE) incurred in generation of EPSDT and FFP as determined and reimbursed through the Annual Medi-Cal Cost Report. Contractor represents CPE includes but is not limited to expenditures relating to 1991 Realignment, City of Berkeley General Funds, Mental Health Service Act (MHSA), and applicable State Grants.

2. Reimbursement Method

Payments to Contractor shall be based on Section III. A. and shall be equal to the following, reduced by the ACBH Administrative charge identified in the Section III.A.

- i. Total Contractor EPSDT claim amounts based on the Rate Sheet (FFP as received from the State plus State Share from ACBH), and
- ii. The FFP for Contractor's other Specialty Mental Health and MAA Service claims, based on the Rate Sheet (FFP only).

Approved rates shall be based on the Rate Sheet submitted by Contractor to ACBH for each fiscal year at least 60 days prior to the beginning of such fiscal year, and rates for EPSDT services shall be limited to the County Contract Maximum Rate (CCMR).

Funds received on behalf of Contractor shall be placed in a trust fund until the warrant is issued to disburse funds. ACBH shall provide a monthly accounting of all reimbursement received on behalf of Contractor, and available Contractor funds in the trust, within ninety (90) days after the end of each month. Based on a monthly accounting, a warrant will be issued to Contractor within 90 calendar days after the end of each month to disburse all available funds.

Any change in the reimbursement methodology or rate sheet adjustments shall be made through an amendment to this Contract.

C. Cost Settlement/Final Payment Provisions

A Cost Settlement between ACBH and Contractor is considered an interim settlement subject to audit by County, State, Federal and/or independent auditors.

1. Interim Reimbursement

For each Cost Report, interim reimbursement will be made after State Reconciliation of Contractor's Year End Cost Report as part of the State Reconciliation of the County's Cost Report. Any additional State General Fund (SGF) or Federal Financial Participation (FFP) paid to the County by the State as a result of the interim settlement on behalf of Contractor, excluding any Contractor

programs contracted separately from this Agreement, will be reimbursed to Contractor within 90 calendar days of the State reimbursement to the County for the State reconciliation. Should the County owe SGF or FFP to the State as a result of overpayment to the County on behalf of Contractor, Contractor agrees to remit such overpayment to the County within 90 calendar days of the determination of overpayment by the State and ACBH. ACBH, in its sole discretion, may offset the amount due from the next or any future Medi-Cal or EPSDT payments to Contractor. Notification of State reconciliation shall be forwarded to Contractor upon receipt of said notice.

Rate of reimbursement may be subject to change after ACBH review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by County based upon Contractor's Year-End Cost Report.

2. Final Reimbursement

Final reimbursement is made after County's submission of an acceptable Year-End Cost Report to the State. The term "acceptable" shall be understood as a Year-End Cost that has been audited by the State. Should Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to warrants issued, Contractor agrees to remit said difference to County within 60 calendar days of Contractor's receipt of Final Contract Settlement, unless otherwise approved by ACBH Finance Director or designee in writing. Should Contractor's final maximum allowable reimbursement be more than the total interim payments made pursuant to warrants issued, County agrees to remit the shortfall to Contractor.

If applicable to Contractor's funding source, ACBH will provide the Final Medi-Cal Reconciliation data for Contractor's review during reconciliation process. If Contractor has any adjustments that would impact Medi-Cal, non Medi-Cal, Crossover units or Crossover revenue, Contractor must advise ACBH prior to the appropriate State of California department determining the Final Medi-Cal Reconciliation. No adjustment to total cost or units can be made after the Final Medi-Cal Reconciliation.

3. Audit

Contractor's records shall be subject to audit and disallowances by all applicable County, State and Federal authorities.

Cost Settlements will be considered interim until all County, State and Federal audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by ACBH. Should County, State and Federal or any other funding agency refuse to reimburse ACBH or disallow previous payments, Contractor agrees to refund excess to ACBH within 120 days of notification, unless otherwise approved in writing by ACBH. Notwithstanding any provision to the contrary, ACBH may withhold all funds owed

from any subsequent payments due to Contractor until the settlement is satisfied in full.

In the event Contractor requests ACBH to appeal to State or Federal authorities with respect to Contractor's claims for services provided under this Contract or Contractor's Year-End Cost Report and related Reconciliation and settlements, ACBH shall consider such requests in good faith. ACBH shall submit an appeal to State or Federal authorities, as applicable, if it determines Contractor has demonstrated a reasonable basis on the merits for such an appeal.

D. Conditions of Withholding Payment

Notwithstanding any provision to the contrary, ACBH may withhold payments to Contractor due to one or more of the following conditions.

1. Contractor Non-Compliance Sanction Policy

If ACBH determines that Contractor is not in compliance with any material provisions of this Contract, ACBH will provide Contractor with a written notice of non-compliance and may withhold payment, or a portion of payment, or apply a payment penalty of one percent of the total of the next monthly warrant. For purposes of this provision, such notice provided by ACBH shall be by First Class Mail (United States Postal Service), overnight delivery, facsimile, or email. Contractor's non-compliance includes failure to comply with County, State, and Federal requirements and/or failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as, but not limited to contract renewal documents, year-end cost reports, annual rate sheet, audit report, lapse of insurance, a lack of fire clearance at a site, or other information required for contract administration, monitoring and/or renewal.

ACBH may, after three months of withholding funds or applying payment penalties for non-compliance, impose a non-refundable penalty of one percent of the total contract amount each month thereafter, until ACBH deems Contractor in compliance with the Contract.

2. Disallowances

ACBH may withhold all funds owed to Contractor based on disallowances and/or penalties until settlement is satisfied in full. If applicable, Contractor shall refund any disallowances and/or penalties resulting from the Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon in writing by ACBH.

County will indemnify Contractor as set forth in the general provisions of the Contract between the parties should the disallowance and/or penalties be the result of: a) County's negligence or intentional acts or omissions as it relates to the Year-

End Cost Report; or b) Contractor's compliance with the written directions, guidelines, policies or instructions of the County.

Any disallowance and/or penalties where County does not indemnify Contractor shall be the sole responsibility of Contractor. This includes any and all State disallowances and/or penalties.

3. Contract or Program Termination

In the event of termination of this Contract or any program within this Contract, ACBH may withhold a sum not to exceed ten percent of the total contract amount or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by ACBH.

III. PROCEDURES

A. Payment Procedures of Federal Financial Participation Received

ACBH shall make interim payments Contractor on a monthly basis for any revenue received based on the Rate Sheet set forth in the Exhibit B-3, for Contractor's services in Section II A 2. Reimbursement to Contractor shall in no event exceed an amount first reimbursed to County for Contractor's services. ACBH shall adjust the foregoing reimbursement by deducting administrative costs. The administrative costs shall be a flat fee of \$100,000 annually which shall be charged to Contractor on a prorated monthly basis.

IV. FUNDING AND REPORTING REQUIREMENTS

A. Financial Reports

1. Year-End Cost Report

Contractor shall submit a Year-End Cost Report in the format issued by ACBH.

In the event that and to the extent that Contractor disagrees with such instructions, it may raise such disagreement in writing with ACBH at the time Contractor submits its cost report to ACBH, and the parties shall meet and confer as to whether ACBH will appeal such disagreement pursuant to procedures developed under Welfare and Institutions Code section 14171, consistent with section II.C.3

V. Additional Terms and Conditions

A. Revenue Enhancement

Contractor shall implement any new procedures related to local, State and/or Federal insurance revenue maintenance or enhancement within 30 days from ACBH notice.

ACBH shall provide Contractor with specific information on how to operationalize any new procedures.

For services provided under this Contract, ACBH will bill on behalf of Contractor for said services to any third-party payer and/or client for clients that have share of cost Medi-Cal or self-pay. For services covered by such third-party payers and/or Share of Cost Medi-Cal, charges must be billed in the amount of the Contractor's published charge rate or negotiated insurance rate.

For indigent or self-pay clients, ACBH and Contractor shall comply with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State of California.

Third Party Billing

Contractor is responsible for enrolling and maintaining enrollment of their contracted programs and eligible rendering service providers in all Third-Party payor plan(s) (e.g. Medicare and Private Insurance).

ACBH shall provide Third-Party Billing services on behalf of Contractor for services provided by Contractor in conjunction with the contract terms and agreement, Contractor's published charge rate or negotiated insurance rate. Such claims shall be submitted under Contractor's name and in compliance with applicable payors requirements. ACBH shall use commercially reasonable efforts to collect such revenues on behalf of Contractor. ACBH shall submit copies, on a monthly basis, to Contractor of all corresponding Explanation of Benefits information received from Third-Party Billing efforts. Third-Party payor plan(s) payment of services shall be made directly to Contractor under their established Tax Payor Identification number and in accordance with the Third-Party payor plan(s) payment guidelines. All revenues from such billing to be directly deposited into a bank account in the name of Contractor and for the benefit of Contractor, as designated by Contractor.

In the event payment is made directly to ACBH, ACBH shall forward all revenues from such billing to Contractor via the process outlined in Section II, B:1 of this agreement:

Medi-Cal Funding Provisions

Contractor shall maintain, implement and utilize procedures to support the collection of appropriate charges from clients for services provided under this Contract. ACBH will bill charges on behalf of Contractor for said services to any third-party payer and/or for Share of Cost Medi-Cal to client responsible for payment of services. All revenue collected from third-party payers and/or from clients must be reported to the County/Contractor in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and any subsequent letters or instructions from the County.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients prior to submission of Medi-Cal claims to the State. ACBH will provide test claim reports for Medi-Cal claims prior to submission to the State. Should ACBH receive notification of claims denied by State for any Medi-Cal claims submitted to the State for reimbursement, said information will be provided to Contractor via a report after the County's receipt of a State 835 EDI - Health Care Claim/Payment Transaction report. Contractor will review and return the Medi-Cal Denial Report providing any necessary corrections for the denied claim(s) within the timeframe noted in the Medi-Cal Denial Report Cover Letter.

B. Contract or Program Termination

1. Notice of Termination

In the event of termination of this Contract or a program within this Contract;

- a. If initiated by Contractor, Contractor shall provide written notice to ACBH Program and Fiscal Contract Managers at least 180 calendar days prior to contract termination and 30 days for program termination; and
- b. If initiated by ACBH, ACBH Fiscal Contract Manager shall provide written notice to Contractor at least 180 calendar days prior to contract termination and 30 days for program termination.

2. Contractor Responsibility

Upon notice of a Contract or program termination, Contractor shall do the following:

- a. Immediately eliminate all new costs and expenses under this Contract or program, except as reasonably necessary for continuity of care for clients.
- b. Promptly submit a written report of all information necessary for the reimbursement of any outstanding service reports and/or continuing costs to ACBH Fiscal Contract Manager.
- c. Surrender all applicable records to ACBH, if requested by ACBH.
- d. Ensure appropriate transition and continuity of care for clients who will no longer be served by the program(s) in accordance with all ACBH Quality Assurance (QA) and professional requirements.
- e. Make arrangements to assure that confidential client files and materials are stored following QA procedures and protocols.
- f. Make arrangements to hold Contractor's financial records for at least five years, or until all audit and appeal processes with the State and County are completed, whichever is later.
- g. Ensure that a point person is identified to assist with retrieving said records in the event that they are requested. Ensure that ACBH receives contact information for this point person, and any updates, in a timely manner.
- h. Participate in any required close-out audit.
- i. Reimburse the County for any outstanding balances owed related to prior year cost settlements and/or current year cash advances.

ACBH may reimburse Contractor for reasonable and necessary costs or expenses incurred after ACBH's receipt of Contractor's notice of termination, within the contract maximum.

C. Termination for Cause

If County reasonably determines that Contractor has failed to fulfill in a timely and proper manner its obligations under the Agreement, or if County reasonably determines that Contractor has violated any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall notify Contractor of such failure or violation and provide Contractor with at least 15 days to remediate such failure or violation. If Contractor does not rectify such failure or violation within the specific period, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice of termination.

**EXHIBIT B-3
METHOD AND RATE OF REIMBURSEMENT
RATE SHEET
MASTER CONTRACT
FY 20/21**

City of Berkeley

Reporting Unit	Service / Program	Reimbursement Method	Contractor Billing Rate	Alameda County Rate
88025	Crisis, Assessment Triage Services			
880310	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
01Q22	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence
88029	Mobile Crisis Team Services			
01Q25	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
880211	Adult - Full Service Partnership			
01Q24	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence
88039	Full Service Partnership - Child			
65054	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence
8802T2	CCT Adult Service Team			
01Q21	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence
01Q23	FIT			
8802M1	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence

**EXHIBIT B-3
METHOD AND RATE OF REIMBURSEMENT
RATE SHEET
MASTER CONTRACT
FY 20/21**

City of Berkeley

Reporting Unit	Service / Program	Reimbursement Method	Contractor Billing Rate	Alameda County Rate
88035	School Based MH Services			
650510	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence
88031	Child MH - EPSDT			
65052	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence
65051	Berkeley High School - EPSDT			
	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence
88037	Child - ERMHS			
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence
65053	Berkeley High School - ERMHS			
	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence
880213	Adult - HOTT			
01Q26	Case Management	Provisional Rate	\$9.69 per staff minute	\$5.31 per staff minute
	Mental Health Services	Provisional Rate	\$9.42 per staff minute	\$4.73 per staff minute
	Medication Support	Provisional Rate	\$19.25 per staff minute	\$8.26 per staff minute
	Crisis Intervention	Provisional Rate	\$8.90 per staff minute	\$5.43 per staff minute
	Interactive Complexity	Negotiated Rate	\$17.28 per occurrence	\$17.28 per occurrence

ACBH will submit claims at City of Berkeley's billing rate; it is anticipated the State will approve Federal Financial Participation based on the Alameda County rate.

EXHIBIT B-4
COST REPORT SUBMISSION TIMELINE

Steps	Timelines
Contractor completes service data input into INSYST	First month after close of fiscal year (End of July)
Cost Report Forms & Letter sent to Contractor	After ACBH receives cost report instructions and forms from the State (by August 31, at the latest).
Contractor complete & submit Cost Report to ACBH	Within 60 days after Contractor receives the State cost report forms and instructions from ACBH; including but not limited to revised final reports from ACBH, initial cost report template from DHCS and any subsequent template revisions from DHCS.

EXHIBIT B-5
MENTAL HEALTH COST SETTLEMENT APPEAL PROCEDURES

1. Cost Report Settlements are sent to Contractors as soon as County staff are able to complete them. Cost Report Settlements are dependent on County receiving timely forms and information from State, and for some contracts, on State's Medi-Cal approval process.
2. If Contractor disagrees with a Cost Report Settlement, Contractor is encouraged to contact Alameda County Behavioral Health Care Services' (ACBH's) Cost Report unit (510-383-2675) to resolve any disagreements informally.
3. If no informal resolution is possible, an Appeal or Intent to Appeal a Cost Report Settlement must be sent to ACBH within fifteen business days of receipt of the Settlement. Appeals shall be submitted to:

Alameda County Behavioral Health Care Services
ATTENTION: Cost Report Unit
2000 Embarcadero Cove, Suite 302
Oakland, CA 94606
REFERENCE: Appeal FY XX/XX, Contractor ABC

Within ten business days of receipt of an Intent to Appeal, ACBH will notify Contractor of the deadline for submitting the appeal, and any supporting documentation. Upon timely receipt of Contractor's appeal and supporting documentation, ACBH shall determine the appropriateness of the appeal. If ACBH agrees with the appeal, ACBH shall submit an appeal on behalf of Contractor pursuant to Welfare and Institutions Code section 14171. If ACBH disagrees with the appeal, Contractor shall appeal to the State pursuant to California Code of Regulations Title 9 Section 1850.315.

4. An appeal must be for a unique fiscal year. Contractor shall concisely state the reason for the appeal; merely stating '*do not agree*' does not constitute a viable appeal.

Contractor must include supporting documentation. If none available, Contractor shall state the reason.

5. In the event Contractor requests ACBH to appeal to State or Federal authorities with respect to Contractor's claims for services provided under this Contract or Contractor's Year-End Cost Report and related Reconciliation and settlements, ACBH shall consider such requests in good faith. ACBH shall submit an appeal to State or Federal authorities, as applicable, if it determines Contractor has demonstrated a reasonable basis on the merits for such an appeal.

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Alameda County - ACBH, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606 	

EXHIBIT D**AUDIT REQUIREMENTS**

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS**A. Funds from Federal Sources:**

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT E**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and City of Berkeley, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of

any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any

subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely

by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from

time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.

- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.

- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.

- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: _____

By (Signature): _____

Print Name: _____

Title: _____

EXHIBIT F
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: City of Berkeley

PRINCIPAL: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

EXHIBIT O

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
(For Procurements of \$1,000,000 or more)

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.


By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR: City of Berkeley

PRINCIPAL: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

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Department of Justice

Office of Public Affairs

FOR IMMEDIATE RELEASE

Thursday, April 22, 2021

Justice Department Finds that Alameda County, California, Violates the Americans with Disabilities Act and the U.S. Constitution

The Justice Department concluded today, based upon a thorough investigation, that there is reasonable cause to believe that Alameda County is violating the Americans with Disabilities Act (ADA) in its provision of mental health services, and that conditions and practices at the county's Santa Rita Jail violate the U.S. Constitution and the ADA.

The department's investigation found that the county fails to provide services to qualified individuals with mental health disabilities in the most integrated setting appropriate to their needs. Instead, it unnecessarily institutionalizes them at John George Psychiatric Hospital and other facilities. In *Olmstead v. L.C.*, the U.S. Supreme Court held that Title II of the ADA requires public entities to provide community-based services to persons with disabilities when appropriate services can reasonably be provided to individuals who want them. However, on any given day in Alameda County, hundreds of people are institutionalized for lengthy stays at one of several large, locked psychiatric facilities in the county or are hospitalized at John George Psychiatric Hospital, while others are at serious risk of admission to these psychiatric institutions because of the lack of community-based services. Without connection to adequate community-based services, people return to John George Psychiatric Hospital in crisis again and again.

"The ADA protects individuals with mental health disabilities from unnecessary institutionalization, and the Constitution guarantees all prisoners necessary medical care, including mental health care," said Principal Deputy Assistant Attorney General Pamela S. Karlan of the Justice Department's Civil Rights Division. "Our investigation uncovered evidence of violations that, taken together, result in a system where people with mental health disabilities in Alameda County find themselves unnecessarily cycling in and out of psychiatric institutions and jails because they lack access to proven services that would allow them to recover and participate in community life."

The department also concluded that there is reasonable cause to believe that conditions at the jail violate the Eighth and Fourteenth Amendments of the Constitution, as well as the ADA. Specifically, the department concluded that there is reasonable cause to believe that the jail fails to provide constitutionally adequate mental health care to prisoners with serious mental health needs, including those at risk of suicide; that the jail violates the constitutional rights of prisoners with serious mental illness through its prolonged use of restrictive housing; and that the jail violates the ADA by denying prisoners with mental health disabilities access to services, programs, and activities because of their disabilities.

As a result of these failures, prisoners with serious mental health needs have experienced worsening mental health conditions, are sent repeatedly to John George Psychiatric Hospital for acute care, have experienced prolonged stays in restrictive housing, and, at times, have seriously injured themselves or died.

The Civil Rights Division's Special Litigation Section initiated the investigation under the ADA and under the Civil Rights of Institutionalized Persons Act (CRIPA), which authorizes the department to address a pattern or practice of deprivation of constitutional rights of individuals confined to state or local government-run correctional facilities.

Additional information about the Civil Rights Division is available on its website at www.justice.gov/crt. Individuals with relevant information are encouraged to contact the department via phone at (844) 491-4946 or by email

at Katelyn.Smith2@usdoj.gov.

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Members of the public may report possible civil rights violations at <https://civilrights.justice.gov/>.

Component(s):

Civil Rights Division

Civil Rights - Special Litigation Section

Press Release Number:

21-358

Updated May 4, 2021

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Monday, May 10, 2021 3:47 PM
To: Works-Wright, Jamie
Subject: FW: MHAB Executive Committee Meeting 5/13/2021
Attachments: MHAB Executive Committee Agenda 5-13-2021- final.pdf; Executive Committee Minutes 2021 04-08 UNAPPROVED - draftv2.pdf

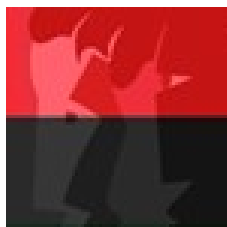
Jamie Works-Wright

Consumer Liaison

[Jworks-wright@cityofberkeley.info](mailto:jworks-wright@cityofberkeley.info)

510-423-8365 cl

510-981-7721 office



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From: MHB Communications, ACBH [mailto:ACBH.MHBCommunications@acgov.org]

Sent: Monday, May 10, 2021 3:05 PM

Subject: MHAB Executive Committee Meeting 5/13/2021

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

Good afternoon,

Please see agenda/minutes attached and meeting information below for the MHAB Executive Committee Meeting on 05/13/2021.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/985996269>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 985-996-269

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 985 996 269

Or dial directly: [985996269@67.217.95.2](tel:985996269@67.217.95.2) or 67.217.95.2###985996269

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/985996269>

Asia Jenkins

Alameda County Behavioral Health Care Services
2000 Embarcadero, Suite 400
Oakland, CA 94606-5300

Tel: (510) 567-8131

Email: Asia.Jenkins@acgov.org

QIC: 22711



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Alameda County
Mental Health Advisory Board

Mental Health Advisory Board Agenda

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Executive Committee

Thursday, May 13, 2021 ◊ 3:30 PM – 5:00 PM
2000 Embarcadero, Suite 400, Oakland, CA
Chabot Room

<https://global.gotomeeting.com/join/985996269>

Teleconference: 1-571-317-3116, Access Code: 985-996-269

Committee Members:	Lee Davis (<i>Chair, District 5</i>); L.D. Louis (<i>Vice Chair, District 4</i>); Marsha McInnis (<i>District 1</i>); Brian Bloom (<i>District 4</i>); Juliet Leftwich (<i>District 5</i>)
---------------------------	---

- 3:30 PM** Call to Order _____ Chair **Lee Davis**
- 3:30 PM** I. **Roll Call/Introductions**
- 3:35 PM** II. **Approval of Minutes**
- 3:40 PM** III. **Discussion Items**
- A. Future Agenda Items for MHAB
 - 1. May/June, July etc. Meeting Ideas
 - a) MHSA 1 YEAR PLAN Presentation and Public Comment (May)
 - b) JIMHT Presentation (June?)
 - c) Bylaws Presentation (July?)
 - d) CalAim Presentation (ADULT COMMITTEE?)
 - B. Bylaws Update
 - C. Annual Report
 - D. DOJ Report
 - E. BOS Resolution: Care First, Jails Last
 - V. **MHAB Staff Report**
 - A. Website - Update & Accessibility
 - B. Annual Banquet update
- 4:55 PM** VI. **Public Comment**
- 5:00 PM** VII. **Adjournment**

Contact the Mental Health Advisory Board at ACBH.MHBCommunications@acgov.org



Alameda County
Board of Supervisors

Alameda County ^{ac} ^{bh}
Behavioral Health Care Services



Alameda County
Mental Health Advisory Board

Executive Committee UNAPPROVED Minutes
Thursday, April 8, 2021 ◊ 3:30 PM – 5:00 PM
2000 Embarcadero Cove, Suite 400, Oakland

Teleconference Meeting

Committee Members:	<input checked="" type="checkbox"/> Lee Davis (<i>Chair, District 5</i>); <input type="checkbox"/> L.D. Louis (<i>Vice-Chair, District 4</i>); <input type="checkbox"/> Brian Bloom (<i>District 4</i>); <input checked="" type="checkbox"/> Juliet Leftwich (<i>District 5</i>); <input type="checkbox"/> Marsha McInnis (<i>District 1</i>)
ACBH Staff:	<input checked="" type="checkbox"/> Karyn Tribble (<i>ACBH Director</i>); <input type="checkbox"/> James Wagner (<i>ACBH Deputy Director</i>); <input checked="" type="checkbox"/> Kristin Boer (<i>Administrative Liaison</i>); <input checked="" type="checkbox"/> Angelica Gums (<i>Secretary II</i>); <input checked="" type="checkbox"/> Asia Jenkins (<i>Secretary II</i>); <input type="checkbox"/>

Meeting called to order @ 3:30 PM by **Chair Lee Davis**.

ITEM	DISCUSSION	DECISION/ACTION
Roll Call	Roll Call completed.	
Approval of Minutes		
ACBH Program Monitoring Structure (Indigo Project) Final Draft Review & Comment	The Executive Committee would like to schedule a meeting with Kira and Roberta to discuss the Program Monitoring Structure Final Draft. There are few revisions the committee would like to make before the MHAB main meeting.	Asia will schedule a meeting with the Ad Hoc Committee and Roberta and Kira to discuss plan before the MHAB main meeting on April 19 th
Contract Right Sizing	There were some concerns from a MHAB member regarding contract right sizing, and the board is hoping that during the Director's Report, Dr. Tribble can be prepared for any questions that the board members or the public may have. A question that came up is "how much will be cut to what programs and how long CBO's will have time to plan?" And the process of right sizing because there were letters that were sent out, but they were not very specific sense sort of the cuts might be coming. ACBH has been in discussion with the Behavioral Health Collaborative of Alameda County, and think there are seven providers that have asked if ACBH would be willing to look at other things.	Will add Fiscal and Contracting Update to the MHAB main meeting on April 19 th for a presentation by ACBH Finance Team.

Contact the Mental Health Advisory Board at ACBH.MHBcommunications@acgov.org



Alameda County
Board of Supervisors Behavioral Health Care Services
MENTAL HEALTH & SUBSTANCE USE SERVICES

ITEM	DISCUSSION	DECISION/ACTION
	<p>Dr. Tribble will ask the Finance Team to give a presentation, because there have been very intimate conversations with providers, and they will have details ready to speak to this.</p> <p>Dr. Tribble will have to follow-up because the recommendation for right sizing has to be submitted to the county for approval. Our recommendation and strategy were not to eliminate programs. Instead, would like to get to market that we could buy, not extending contracts beyond what they had been using for 3 years. ACBH has individually notified each of those providers.</p> <p>Member Leftwich commented about the Federal Stimulus money, and now the state has a surplus, and wanted to know if the county has received money from federal as well.</p> <p>The county received some funding but there has been a lot of changes in terms of CARE Act. We have received an indication that there will be a new allocation, but the team must wait for at what happens at the state, and this will depend on the methodology the county will use.</p>	
<p>Discussion Items</p>	<p>A. Future Agenda Items for MHAB</p> <ol style="list-style-type: none"> 1. April/May/June, etc. Meeting Ideas <ol style="list-style-type: none"> a) Monitoring Structure Presentation (April) b) MHSA 1 YEAR PLAN Presentation (May) <p>Will Reach out to Mariana to see if more time is needed for the main meeting. Presentation and public scheduled for May 17th 4 -5pm. We may need to extend the meeting time.</p> c) JIMHT Presentation (June?) <p>Carol Burton may have a presentation and materials for review in June.</p> d) Bylaws Presentation (July?) <p>Member Leftwich still needs to make the changes and send to the Ad Hoc Committee. Also, County Counsel wants to look at the Bylaws as well. Would like to plan a presentation and vote in July. Member Leftwich will send to member in June.</p> e) CalAim Presentation (ADULT COMMITTEE?) 	

ITEM	DISCUSSION	DECISION/ACTION
	<p>f) Housing (ADULT COMMITTEE?)</p> <p>C. Bylaws Update Member Leftwich still needs to make the changes and send to the Ad Hoc Committee. Also, County Counsel wants to look at the Bylaws as well. Would like to plan a presentation and vote in July. Member Leftwich will send Bylaws to members in June.</p> <p>D. Annual Report Member Leftwich will begin working on the Annual Report. She will provide an update on the Criminal Justice Committee and will ask the other Committee Chairs to provide an update on their committees. There was a discussion about whether the report should be calendar year or fiscal year. The plan is to have Annual Report complete by July 2021.</p> <p>E. New MHAB Staff (Training meeting?) Dr. Tribble is hoping to have a formal update in the next couple of weeks on the new staff person. Central HR is coordinating, but if everything aligns the plan is to have staff person start on April 19th. As soon as all the HR processes are complete, Dr. Tribble will send an announcement. If everything works well, the staff person will probably have training, but will see if they are able to join the meeting on April 19th and make a formal introduction, and schedule a meeting at a later time with Chair Davis.</p> <p>Chair Davis stated that she would like to meet. Also, Chair Davis and Vice Chair Louis would like to meet with the team, if possible, to get a little bit more clarity about who is doing different task. Would like things to be a little bit clearer, and think it would be helpful to have a conversation.</p> <p>Dr. Tribble mentioned that once the staff person is on board, there will be one primary contact, and we will be able to move toward having</p>	

ITEM	DISCUSSION	DECISION/ACTION
<p>MHAB Staff Report</p>	<p>some permanent liaison going forward, but the MHAB will continue to have connections with others.</p> <p>A. Website – Update and Accessibility There is an error in the county website. Member Leftwich is listed in District 0. ACBH is working with the county IT department to make the correction on county website.</p> <p>Also, ACBH’s current website is currently under re-design ACBH is working to create a new MHAB page on the new ACBH website, that will be rolled out the with new ACBH website. There have been consultants hired, and they are porting the information the board would like to keep and the archival data, and putting together a fresh new clean look.</p> <p>Lee has provided some updates about the formats of interest and is working with Sarina. ACBH is hoping to be able to finalize in the next few weeks. There is a plan to share with the Exec Committee for members to provide feedback or any final updates. The goal is to have some of the key elements, like reports and the work of the board on the webpage.</p> <p>Also, there are updates being made to current MHAB page, the members list has been updated and the archive minutes and agenda page has been updated.</p> <p>The MHAB has been working so hard to have something that reflects the active movement and work and having the reports, letters, videos and current work available would be great.</p> <p>Chair Davis has visited a few websites for different Mental Health Boards and found some that she thought had some very good components. Santa Cruz and Solano County has very nice websites.</p> <p>B. Annual Banquet Update</p>	<p>Asia will follow-up with venue.</p>

ITEM	DISCUSSION	DECISION/ACTION
	<p>The venue is reserved for October 14th, 2021. Will circle back with venue in early May, to follow-up on event guidelines.</p> <p>C. Business Cards Angelica has sent business cards to MHAB members. They were sent earlier today, and member should probably receive by Monday or Tuesday or next week. A few members still need to confirm their addresses.</p>	
Mental Health Training	<p>Member Leftwich would like to see a presentation or training for those who don't have a deep history in the mental health field, like Severe mental illness 101. It could also be a handout that describes the various diagnoses. This could be helpful, since people come to this work from different areas, and unless someone is a professional or have educated yourself, one might not have necessarily a good understanding of the issues. The information doesn't have to be county specific, just types of mental illness, bigger picture of what diagnoses are encompassed within severe mental illness and what are the symptoms?</p> <p>Dr. Tribble will put together some information, maybe be a five-minute video presentation that people can click on and look as their leisure.</p>	Dr. Tribble will create a presentation.
Care First, Jails Last Resolution	<p>The resolution is slated to be presented at the Board of Supervisor's Health Committee on April 26th. As soon as information is posted be will be sure to the get information to the MHAB.</p> <p>It appears all of the departments have agreed along with the Board of Supervisors. Many advocates have provided input. The resolution acknowledges the work and charges us to move forward to create a committee. The committee will have specific seats and membership, and this will take the transition of JIMH to a new layer and new level. More details to come.</p>	
Public Comment	No public comment.	
Adjournment	Adjourned at 4:10 PM	

Minutes submitted by A. Jenkins

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Monday, May 10, 2021 11:36 AM
To: Works-Wright, Jamie
Cc: Klatt, Karen
Subject: FW: MHSA Community Input Mtgs (5/11, 5/12) & FY 22 Estimated Staff/Costs Chart Attached
Attachments: Zoom Link MHSA FY22 Annual Update Community Input Meetings.pdf; MHSA FY21 & FY22 Projected Expenditures by Program Chart.docx

Please see the email below from Margaret Fine, MHC chair

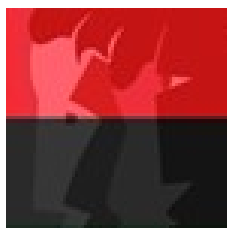
Jamie Works-Wright

Consumer Liaison

[Jworks-wright@cityofberkeley.info](mailto:jworks-wright@cityofberkeley.info)

510-423-8365 cl

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From: Margaret Fine [mailto:margaretcarolfine@gmail.com]
Sent: Friday, May 7, 2021 12:28 PM
To: Works-Wright, Jamie <JWorks-Wright@cityofberkeley.info>
Cc: monica jones <mjberkeleycommissioner18@gmail.com>
Subject: MHSA Community Input Mtgs (5/11, 5/12) & FY 22 Estimated Staff/Costs Chart Attached

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Hi Jamie,

Would you please be so kind and forward this email to the Mental Health Commissioners and the public with a copy to the MHSA Coordinator, Karen Klatt? Thank you so much and have a lovely weekend!

Hi All--

Next week there are 2 MHSA Community Input Meetings regarding the Division of Mental Health programs and the estimated state funding under the Mental Health Services Act for the upcoming fiscal year (screenshot below, attachment has the Zoom link). The meetings are Tuesday, May 11 from 6-7:30 pm and Wednesday, May 12 from 3-4:30 pm. They can be beneficial to learn about the Division programs, and there is usually ample time to ask questions.

The MHSA Coordinator, Karen Klatt, has also provided the attached chart today regarding the MHSA FY 22 Estimated Staffing/Costs and FY 21 Projected Expenditures (see screenshot - ONLY part of it, full chart attached). Many many kudos and thanks to Karen for her expertise and amazing work! This chart is an good way to see the staff positions funded by the MHSA for each program.

Best wishes,
Margaret
Margaret Fine
Chair, Mental Health Commission

JOIN A COMMUNITY TO LEARN ABOUT CITY MENTAL HEALTH FUNDING

MHSA LEGISLATION PLACES
ABOVE \$1 MILLION DOLLAR
HEALTH JURISDICTIONS BA
AREA. ANNUAL FUNDING IS
AREAS:

COMMUNITY SERVICES & C

MHSA FY2

Included are estimates
attributed to the M
non-personnel costs
costs and expend
below they will be
expenditures will be

Program

MHSA FY22 Estimated Staffing/Costs and FY21 Projected Expenditures

Included are estimated FY22 staffing/costs and projected FY21 Expenditures that are attributed to the MHSA fund per each program and are comprised of personnel and non-personnel costs. The Division is continuing to work with Fiscal on the projected costs and expenditures. As such, if there are any changes to the FY22 costs listed below they will be reflected in the MHSA FY22 Annual Update, and the actual FY21 expenditures will be reflected in the FY20/21 Revenue and Expenditure Report.

Program	FY22 Staffing	Estimated FY22 Costs	Projected FY21 Expenditures
COMMUNITY SERVICES AND SUPPORTS (CSS)			
Children's FSP	1.0 Sr. Behavioral Health Clinician (Vacant) 1.0 FTE Social Services Specialist .50 BHC II (Vacant) .07 Community Health Work. Spec. .35 MH Program Supervisor .20 Office Specialist III	\$680,239	\$371,598
TAY, Adult & Older Adult FSP	2.0 BHC I 4.0 BHCII (2 Vacant) 1.0 MH Clinical Supervisor 1.0 MH Nurse .08 Community Health Worker Specialist 1.66 Psychiatrist .30 MH Program Supervisor .50 Office Specialist II 1.0 Social Services Specialist	\$2,649,827	\$2,062,385
Homeless FSP	1.0 MH Clinical Supervisor 1.0 MH Nurse (Vacant) 2.0 BHC II (Vacant) 1.0 Social Services Specialist .15 Psychiatric Supervisor	\$1,176,437	\$190,413

Program	FY22 Staffing	Estimated FY22 Costs	Projected FY21 Expenditures
Multicultural Outreach and Engagement	1.0 Health Services Program Specialist	\$456,040	\$327,762
System Development Crisis Transitional Outreach Team (TOT)	.55 MH Clinical Sup. (Vacant) .75 Assistant MH Clinician 1.0 BHC II (back-filled by a BHCI)	\$194,653	\$226,223
System Development Wellness Recovery (Incl. proposed additions in FY22 Annual Update)	1.0 Assistant MH Clinician 1.0 Community Services Specialist II Proposed Staff Additions in Annual Update: 2.0 Social Services Specialist	\$587,302	\$226,034
Other System Development (Incl. proposed additions in FY22 Annual Update)	1.65 OSII 2.0 Assistant Management Analyst .85 Social Services Specialist .70 Comm. Health Work Specialist -Proposed non-personnel additions in FY22 Annual Update: Increase funds for RSR and Substance Use Disorder Services, and provide one-time funding for Specialized Care Unit.	\$2,251,391	\$1,985,016

Program	FY22 Staffing	Estimated FY22 Costs	Projected FY21 Expenditures
CSS Administration	.60 Assistant Management Analyst .55 Community Services Specialist III .22 Assistant Mental Health Manager .22 Mental Health Manager .20 Mental Health Program Supervisor .35 Assistant Management Analyst .23 Associate Management Analyst .19 Administrative Fiscal Svcs. Manager	\$665,594	\$546,906
PREVENTION AND EARLY INTERVENTION (PEI)			
High School Youth Prevention Project	.80 Sr MHCS 1.46 BHC II .08 SrHSPS (Vacant) .46 HSPS (Vacant) .13 RN (Vacant)	\$516,368	\$349,278
Child/Youth At Risk	.20 BHC II	\$34,364	\$29,730
Be A Star	.21 Pub. H. Nurse - Vacant	\$27,903	\$27,903
Social Inclusion	NA	\$9,000	0

Program	FY22 Staffing	Estimated FY22 Costs	Projected FY21 Expenditures
BUSD School Projects Supportive Schools MEET DMIND Af. Am. Success Project	NA	\$55,000 \$90,000 \$95,000 \$150,000	\$55,000 \$46,839 \$95,000 \$150,000
Community Education & Supports	NA	\$364,092	\$128,184
CalMHSA	NA	\$65,956	\$42,624
New Proposed Additions in MHSA FY22 Annual Update	N/A -Proposed non-personnel additions: Funding for Specialized Care Unit; Mental Health Promotion Campaign	\$168,000	N/A
PEI Administration	.40 Assistant Management Analyst .45 Community Services Specialist III .11 Assistant Mental Health Manager .11 Mental Health Manager .11 Assistant Management Analyst .22 Mental Health Program Supervisor	\$282,221	\$248,835

Program	FY22 Staffing	Estimated FY22 Costs	Projected FY21 Expenditures
INNOVATIONS (INN)			
Help@Hand (Technology Suite Project)	NA	\$66,500	\$396,416
New INN Programs	NA	\$280,000	0
Greater Bay Area Regional Partnership	NA	\$40,157	0

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Tuesday, May 4, 2021 9:31 AM
To: Works-Wright, Jamie
Subject: FW: Regional Election - 2021-23 CALBHB/C - Please share with MH/BH Board/Commission Members

Please see information below.

Jamie Works-Wright

Consumer Liaison

[Jworks-wright@cityofberkeley.info](mailto:jworks-wright@cityofberkeley.info)

510-423-8365 cl

510-981-7721 office



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From: CAL BHBC [mailto:cal@calbhbc.com]
Sent: Monday, May 3, 2021 10:30 AM
To: Works-Wright, Jamie <JWorks-Wright@cityofberkeley.info>; margaretcарolfine@gmail.com
Subject: Regional Election - 2021-23 CALBHB/C - Please share with MH/BH Board/Commission Members

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All current CA local mental/behavioral health board and commission members are invited to cast votes in the CALBHB/C Governing Board Election for their region. Due to the number of open positions and the number of candidates, this year's election is a formality.

Bay Area Ballot Link: <https://forms.gle/iEuGMdsQDYSygSmQ7>

www.calbhbc.org [Newsletter](#) [Resources](#)

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

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Monday, May 3, 2021 10:24 AM
To: Works-Wright, Jamie
Subject: FW: Spring 2021 Newsletter (CALBHB/C) - Please share w/board & commission members.

Please see the information below

Jamie Works-Wright

Consumer Liaison

Jworks-wright@cityofberkeley.info

510-423-8365 cl

510-981-7721 office



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From: CAL BHBC [mailto:cal@calbhbc.com]
Sent: Monday, May 3, 2021 7:49 AM
To: Works-Wright, Jamie <JWorks-Wright@cityofberkeley.info>; Grolnic-McClurg, Steven <SGrolnic-McClurg@cityofberkeley.info>; margaretcARolfine@gmail.com
Subject: Spring 2021 Newsletter (CALBHB/C) - Please share w/board & commission members.

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CALBHB/C Newsletter, Spring 2021

In this Issue:

[Advocacy \(Legislative\)](#)

CALBHB/C Event
May 14, 10 am - 11:30 am

[Grants / Funding](#)
[Issue Briefs](#)
[On-line Events & Reports](#)
[Resources for Boards/Commissions](#)

Children & Youth:
 Advising and Advocating for Integrated School-Based
 Mental Health Services
 There is no fee to register.

[Invitation](#) [Registration](#)

CALBHB/C Issue Briefs



[Board & Care \(ARF or RCFE\)](#)
[Children & Youth](#)
[Criminal Justice](#)
[Disaster Prep/Recovery](#)
[Employment](#)
[Older Adults](#)
[Performance Outcome Data](#)
[Suicide Prevention](#)

Full listing of issues (30+) at: www.calbhbc.org/newsissues Questions: cal@calbhbc.com

On-Line Events & Reports

Criminal Justice

[Interdisciplinary Collaboration and Cultural Transformation Model Viewed through a Forensic Lens](#), Forensic Mental Health Association of CA, May 5, 12 pm

Children & Youth

[CA Student Health Implementation Guide](#), MHSOAC, DOE, CalMHSA+
[Youth Town Hall Series](#), CA Youth Empowerment Network (project of MHAC)

[Slavic Youth Mental Health](#), May 4

[Peer Specialist Advocacy](#), May 18

[Hmong Youth](#), May 26

[Native American Youth](#), May 27

[Mental Health, Equity Should Be Schools' Focus](#) as Students Return, EdSource Article
[Little Hoover Commission - Public Hearing on COVID-19 and Children's Mental Health](#) (Part 1), Recording

Culture / Ethnicity / Race

Laura's Law / AOT

[Laura's Law/Assisted Outpatient Treatment \(AOT\) Informational Event](#), Presentations from Provider, Panel of Consumer and Family Members. Recording [CALBHB/C Laura's Law Webpage](#)

Mental Health Matters Month Events

[Scattering CJ Film Screening & Discussion](#), Special Guests: Senator Anthony Wiener, Senator Anthony Portantino, CA Behavioral Health Association, May 3, 11:30 am - 1:00 pm
[Mental Health Action Day](#), Patrick Kennedy is teaming with 450 brands and non-profits in MTV Entertainment Group's first-ever Mental Health Action Day, Thursday, May 20. The goal is to provide tangible tools that will help us all take action for ourselves, our loved ones, and our communities. May 20.

[NAMIWalks](#) May 22nd - Scroll down and choose "California" to learn about NAMIWalks events near you.

Psychiatric Advance Directives (PADs)

[Cross-Streets 97.5 FM radio show](#): Intersection of race and disability, May 3, 2 - 3 pm. [Zoom Link](#) Discussion will include:

-
- How the pandemic, isolation,
- Loneliness can affect mental health
-
-
- Black, Latinx, AAPI, Native
- American experience and trauma
-
-
- How MH impacts young people
-
-
- How educators can help
-

[Immigration Status is a Gatekeeper to Mental Health Support](#). This Clinic is Changing That. DirectRelief Article
[Stop the Hate: Anti-Asian Racism & Behavioral Health](#), May 21, 11 am - 1 pm

[Psychiatric Advance Directives and the Importance of Choice](#) Spring Symposium 2021 Presented by Saks Institute and MHSOAC, Wednesday, May 5, 10 am - 2 pm
[CALBHB/C PADs Webpage](#)
[Collection of Presentations](#)

Substance Use Disorder
[Addiction & Mental Health As The Nation Moves Toward Recovery from COVID-19](#), The Kennedy Forum Recording

Resources for Boards/Commissions

[Advocacy](#)
[Brown Act](#)
[Conduct](#)
[Cultural Competence](#)
[Evidence-Based Practices](#)
[Evaluate Board/Commission - New!](#)
[Handbooks](#)
[Member Orientation](#)
[Mental Health Services Act](#)

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[Templates/Sample Docs](#)

Legislative Advocacy

CALBHB/C leadership supports legislation and budget items in response to issues reported from CA's 59 local mental/behavioral health boards & commissions.

Join by writing to your legislators after reviewing "[Understanding Your Role](#)" below.

AB 32: Telehealth: Expanding Healthcare Accessibility [Sample Letter & Fact Sheet](#)

AB 552: Integrated School-Based Behavioral Health Partnership
[Sample Letter & Fact Sheet](#)

AB 816: Homelessness Accountability
[Sample Letter & Fact Sheet](#)

AB 988: Mental Health Crisis Support 988
[Sample Letter & Fact Sheet](#)

SB 224: Pupil instruction
[Sample Letter & Fact Sheet](#)

HR 432 / S. 828: Mental Health Access [Advocacy](#)
 (National Council for BH)

-
- Agendas
-
-
- Annual Reports
-
-
- Bylaws
-
-
- Member Orientation
-
-
- Recommendations
-
-
- Recruitment
-
-
- Site Visits
-
-
- *And More!*
-

[Training: Modules](#)

-
- Duties
-
-
- Ethics Training
-
-
- Mental Health Services Act
-

[Training: Presentations/Recordings](#)

-
- Chair Training
-
-
- Performance Data & Fiscal Info
-
-
- Mental Health Board
-
-
- MHSA Community Program Planning
-
-
- Unconscious Bias

Understanding Your Role

As Individuals: Individuals can and should contact their legislators! Legislators especially appreciate hearing from residents within their districts.

As Advisory Bodies: Local mental/ behavioral health boards/commissions are in an advisory role. In most counties, legislative advocacy is handled through the Board of Supervisors / Executive Office.

Visit our [legislative advocacy page](#) for more information and updates.

-

Welfare & Institutions Code

-
- Bylaw Requirements
-
-
- Duties
-
-
- Expenses
-
-
- Membership Criteria
-
-
- MHS A Community Planning

For ADA compliant or printed copies of CALBHB/C documents and resources, contact cal@calbhbc.com

Grants/Funding

COVID

[PPE and telehealth equipment](#) are allowable costs of delivering services for providers in Specialty Mental Health, Drug Medi-Cal (DMC), and Drug Medi-Cal Organized Delivery System (DMC-ODS). PPE & telehealth equipment must be used to provide patient care.

Digital Technology

- - [Individuals](#)
 - [- Internet and Devices:](#)
www.digitalaccessproject.org
 -
 -
 -
 - [Computers](#)
 - [for Classrooms](#) - Low cost Windows PCs to Californians
 -
 -
 - [Emergency](#)
 - [Broadband Benefit Program](#)
 -
 -
 - [Skilled](#)
 - [Nursing Facilities+](#) for tablets and accessories
-

Evaluate Us!

CALBHB/C is here to provide resources, support, training, communication and coordinate advocacy for statewide issues. We invite you to evaluate us by taking a few minutes to complete: [Evaluate CALBHB/C](#).

Report to Us!

Let us know your top issues and/or resource needs: [Report to CALBHB/C](#)

Contact CALBHB/C: info@calbhbc.com www.calbhbc.org
Follow CALBHB/C: www.twitter.com/CALBHBC www.facebook.com/CALBHBC

[View newsletter in PDF Format](#)

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Friday, April 30, 2021 5:04 PM
To: Works-Wright, Jamie
Subject: FW: Spring Newsletter 2021

Please see the information below

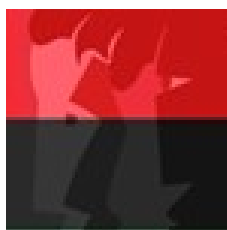
Jamie Works-Wright

Consumer Liaison

jworks-wright@cityofberkeley.info

510-423-8365 cl

510-981-7721 office



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From: boona cheema [mailto:boonache@aol.com]
Sent: Friday, April 30, 2021 1:04 PM
To: Works-Wright, Jamie <JWorks-Wright@cityofberkeley.info>
Subject: Fwd: Spring Newsletter 2021

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

please forward to commission.

bc

-----Original Message-----

From: Mental Health Association of Alameda County <kathy@mhaac.org>

To: boonache@aol.com

Sent: Fri, Apr 30, 2021 12:38 pm

Subject: Spring Newsletter 2021

Spring Newsletter - 2021



May is Mental Health Month: We're Here to Help!



If there is one thing that the pandemic has taught us is that we are all interconnected. Our everyday actions, no matter how “small”, have impact. To that end we continue our commitment to be available to each other and the people we support regardless of the need. How do we operationalize that in our daily work? For our staff it means providing someone with assistance even if it is outside of our job description or that person is not currently being served by our agency. It means being available to each other and our clients whenever help is needed. It includes reaching out to people you know are struggling to make sure they are okay and are getting the help and support they need. And it has meant being flexible in how we provide support knowing that needs have changed during COVID. One way we have worked to address changing needs is to have added several virtual support groups which are detailed below.

We invite you to reach out if you need help.

You can reach our staff through our main office number at 510-835-5010

You can reach FERC's Warm Line at 888-896-3372

And you can reach me directly at 510-517-8200

In Wellness,
Kathy Davies Huber

Preparing to Reopen:

It is with excitement and some trepidation that we prepare to reopen our offices following the Governor's announcement that California will be fully reopen on June 15th. Although we do not have an exact date for reopening, we continue to prepare. To date we have completed the following:

- Made physical changes to our administrative office to allow for social distancing.
- Developed Social Distancing policy
- Developed Employee Health Check policy and procedure.
- Developed Site Protection Plan.
- Developed a Vaccination policy.
- Developed a short-term telecommuting policy.
- Drafted a long-term telecommuting policy.
- Purchased large quantities of masks and gloves.
- Ensured that nearly 100% of our staff have been vaccinated.
- Drafted reopening schedules to allow for staggered staff presence in all locations.
- Purchased enhanced Employee Assistance Program benefits to ensure our staff can get the support they need.

In the next two months we will be working on the following tasks to ensure a successful reopening:

- Physical modifications of our other locations to allow for social distancing.
- Improving ventilation in all locations through portable air purification systems.
- Finalization of staggered staffing schedules.
- Board approval of the long-term telecommuting policy.
- Policy and procedure for symptoms check for visitors.

We look forward to returning to our offices and back to something approaching "normal" while keeping our staff and community healthy and safe. We will provide updates once a firm reopening date has been established.

A Blueprint for Becoming Trauma-Informed:

Late last year all agency staff, including administrative staff, were trained in trauma-informed care. Since that time, we have conducted an internal agency assessment to determine additional gaps as it relates to our trauma expertise. The result of that assessment is a “Blueprint” for the agency. Strategies/tasks identified include:

- Recruit additional individuals with mental health histories to the Board of Directors.
- Revision of all intake materials to reflect a trauma-informed perspective.
- Adoption of a standardized suicide screening tool across all programs.
- Improvement of exterior lighting at our administrative office.

We look forward to sharing our progress as we continue to improve our practices and services to our clients.

Program Spotlight – FERC:

FAMILY EDUCATION AND RESOURCE CENTER



The Family Education and Resource Center (FERC), a program of the Mental Health Association of Alameda County, was established in 2009 to support family members and caregivers who have a loved one living with serious mental illness or severe emotional disturbance. FERC’s program components include a Warm Line staffed Monday through Friday from 9:00 a.m. – 6:00 p.m., an Outreach Coordinator, Family Advocates who support and advocate for family members/caregivers and Support Groups. Staff are trained in Trauma-Informed Care, the Parent Café Model, Wellness Recovery Action Plan, NAMI model, Family to Family and support groups. Staff work from a culturally informed perspective. In addition to these program fundamentals FERC has enhanced its services in the last year by increasing the number of support groups by 50%, adding Parent Cafés in both Spanish and English, the R.E.A.C.H. series (Recognize, Express, & Acknowledge through Community Healing) and FERC Friday Bingo. Although these services are offered virtually at this time, we have seen a tremendous increase in the amount of people we are reaching. We expect that our FERC outreach will continue to expand once we are able to safely return to in-person work.

Support Groups and Events Spring 2021

Support Groups

FERC Oakland Caregiver Support Group via Zoom - 5:00pm – 6:30pm – 1st Thursday of the month. For more information, please contact Bettye@mhaac.org

Please join on

zoom: <https://us02web.zoom.us/j/82246926453?pwd=eXlqSjlUSThRMDVWVWpwR2F6RDZjdz09>

FERC Oakland Borderline Support Group – via zoom 5:00pm – 7:00pm – 1st Wednesday of the month. For more information, please contact Bettye@mhaac.org **Please join on zoom:**

<https://us02web.zoom.us/j/84875749614?pwd=R2o3bGVOS3VyR3hNaWNxWVBINFJ2UT09>

FERC Fremont Caregiver Support Group via zoom - 4:00pm – 5:30pm – 2nd Tuesday of the month. For more information, please contact michele@mhaac.org **Please join on**

zoom: <https://us02web.zoom.us/j/85628279913?pwd=c3BxSXZaNGY5eTJVSmIRL20wNjZwZz09>

FERC Tri-Valley Family Support Group via Zoom – 7:00pm – 8:30pm - 3rd Monday of the month. For more information, please contact Lisa@mhaac.org **Please join on zoom:**

<https://us02web.zoom.us/j/83041249027?pwd=enZJUGltMGVZTFJDQytjZINPd0lJdz09>

FERC Spanish Speaking Caregivers Support Group via Zoom - 5:30pm – 7:00pm – 2nd Wednesday of the month. For more information, please contact Laura@mhaac.org **Please join on**

zoom: <https://us02web.zoom.us/j/84080869393?pwd=M2JtRUV1MHFNeEhkVUpEKzNuTFR1Zz09>

FERC African American Family Outreach Project Support Group via zoom 5:30pm – 7:30pm 4th Tuesday of the month. For more information, please contact Bettye@mhaac.org **Please join on zoom:**

<https://us02web.zoom.us/j/87546177855?pwd=NkxwZnJ4K0ROTm1VSHI3MUVMSi9pdz09>

San Lorenzo Unified School District Parents Support Group via zoom 9:00am – 10:00am – 2nd Wednesday of the month beginning September 2021. For more information, please contact Rosie Bermudez Phone: (510) 317-4775

Union City Family Center (UCFC) African American Support Group via zoom – 5:30pm – 7:30pm 3rd Wednesday of the month. *This Support group for UCFC families is facilitated by the FERC Lead Family Advocate for UCFC African American families.* For more information, please contact

Michele@mhaac.org

Please join on zoom:

<https://us02web.zoom.us/j/83507536785?pwd=QkpPOWNZK1pUMnM0ZWRYWDZoR2RzUT09>

FERC in Partnership with NAMI Tri-Valley: Family Caregiver Support Group (Livermore) via Zoom – 7:00pm – 8:30pm – 2nd Monday of the month.

For more information, please contact Lisa@mhaac.org

Please join on

zoom: <https://us02web.zoom.us/j/83041249027?pwd=enZJUGltMGVZTFJDQytjZINPd0lJdz09>

FERC Friday Bingo for Family Members, Loved Ones, Seniors & All Ages via Zoom – 4:00pm – 5:00pm Weekly, every Friday. For more information, please contact Juanita@mhaac.org

Please join on

zoom: <https://us02web.zoom.us/j/83011999269?pwd=aW50a3BFM1Z1TWcxWTBxWGZJM1FWZz0>

NAMI Family to Family Virtual Class for family members/caregivers of loved ones living with mental health conditions. May 13, 2021 – July 1, 2021 Thursdays 6:00PM – 8:30PM. For more information, please contact Lisa@mhaac.org or Jisegen@mhaac.org

FERC in Partnership with ACBH Office of Family Empowerment May 2021: Parent Café Series: Journey to Vitality for African American Families Office of Family Empowerment. Dates/Times TBD. For more information, please contact Odessa@mhaac.org or Tanya.McCullom@acgov.org

EVENTS Spring 2021


May 27, 2021 FERC REACH Racial Trauma III Event time TBD. For more information, please contact Mchestang@mhaac.org

June 26, 2021 African American Family Outreach Project You Are Not Alone Workshop 9:45AM - 1:45PM on zoom. For more information, please contact Adonald@mhaac.org

June 29, 2021 FERC Virtual Community Resource Fair Times TBD. For more information, please contact Mchestang@mhaac.org

Read More

FAMILY CAREGIVER PROGRAM SUPPORT GROUP



**JOHN GEORGE
PSYCHIATRIC
HOSPITAL VIRTUAL
FAMILY SUPPORT
GROUP**

THIRD WEDNESDAY OF EACH
MONTH

6:30-7:30 PM

Contact Bev Bergman

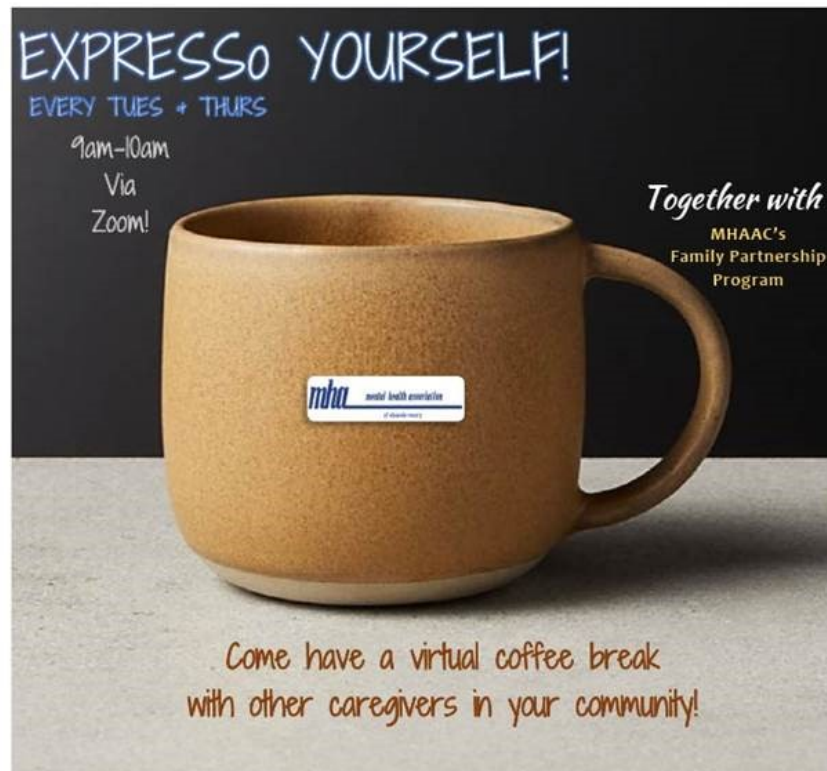
beverly@mhaac.org

510-393-9275

FAMILY PARTNERSHIP PROGRAM



Family Partnership Program offers the following virtual support group:



Expresso Yourself Coffee Break Caregivers Support Group

Every Tuesday and Thursday from 9am to 10am - Via Zoom

New participants should reach out to either Deanna.Woodruff@acgov.org or Allison.Massey@acgov.org

Read More

Patients' Rights Advocates



Patients' Rights Advocates are available to answer questions about involuntary detentions and patients' rights violations/concerns.

Patients' Rights Advocates Program Contact Phone Numbers:

1. Alameda County Patients' Rights Advocates

(800)734-2504 (toll free)
(510) 835-2505 Main Office Phone

2. Marin County Patients' Rights Advocates

(415) 473-2960 Main Desk Phone

3. San Mateo County Patients' Rights Advocates

(800) 497-1889 (toll free)
(650) 341-1889 Main Office Phone

Please contact the patients' rights advocates program if you have questions about involuntary detention (5150), or if you have concerns about someone hospitalized in one of our psychiatric facilities-who may experienced a violation of their rights as a patient.

[Learn More](#)



News from the MHAAC Board:

The MHAAC Board is expanding! Please see the position description below and contact kathy@mhaac.org if you are interested in joining our board.

The Board supports the work of the Mental Health Association of Alameda County and provides mission-driven leadership and strategic governance. Our mission is to empower adults and youth with mental health challenges and their families to live their best lives. We do this through education, support, advocacy, and shared experience. We provide client and family driven services delivered by highly trained, compassionate, and committed staff who share the belief that recovery can and does occur.

Qualifications:

We particularly seek Board members who demonstrate the following:

- A commitment to our mission and the de-stigmatization of serious mental illness along with a belief that everyone can thrive.
- Lived experience as a consumer of mental health services or the family member of an individual with serious mental illness.
- Professional experience and education that will enhance the agency's expertise in the following areas – finance, human resources, legal, marketing, fund development, and technology.

- Representation from Alameda County including underserved communities of color and consumers of mental health services.
- A commitment to fundraising and personal annual giving.
- A willingness to be an ambassador of the agency to the community at large by promoting the agency within the greater Alameda County community.

Time commitment:

- Monthly Board meetings.
- Committee meetings 2 – 5 times per year in addition to regular meetings.
- Attend agency events inclusive of the annual awards dinner.

The Board of Directors provides Leadership, Governance and Oversight to the Mental Health Association of Alameda County including strategic planning, fiduciary and legal guidance and enhancing the reputation of the organization throughout the community.

STAY CONNECTED

Mental Health Association of Alameda County | 954 60th St., Ste. 10, Oakland, CA 94608

[Unsubscribe boonache@aol.com](mailto:boonache@aol.com)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by kathy@mhaac.org powered by



Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Friday, April 30, 2021 8:51 AM
To: Works-Wright, Jamie
Subject: FW: Berkeley in Solidarity with Asian/Americans and Pacific Islanders
Attachments: [P-Distribution] Berkeley in Solidarity with Asian_Americans and Pacific Islanders (1).pdf

Please see the flyer for an event on May 10th

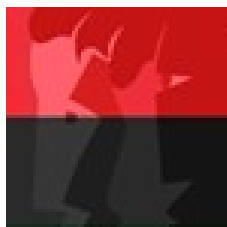
Jamie Works-Wright

Consumer Liaison

Jworks-wright@cityofberkeley.info

510-423-8365 cl

510-981-7721 office



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From: Downs, Fawn
Sent: Friday, April 30, 2021 8:16 AM
To: Works-Wright, Jamie <JWorks-Wright@cityofberkeley.info>
Subject: FW: Berkeley in Solidarity with Asian/Americans and Pacific Islanders

Hi Jamie,

Is it ok to share this with the commissioner?

Best,
Fawn

*Fawn Downs, LCSW
 Berkeley Mental Health
 Compliance Officer, QA/QI Program Supervisor
 Phone: 510-981-5236
 Fax: 510-596-9299*

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From: White, Barbara Ann
Sent: Thursday, April 29, 2021 4:56 PM
To: All Mental Health <AllMentalHealth@cityofberkeley.info>
Subject: Berkeley in Solidarity with Asian/Americans and Pacific Islanders

Flyer Attached -

Berkeley in Solidarity with Asian/Americans and Pacific Islanders May 10, 2021 5:00 PM-6:30 PM - PT

The recent wave of Anti-AAPI hate crimes reveals the underlying racist struggles Asians have historically faced in this country. The spike in hate and animosity have opened old wounds of the long history and current realities of racism and violence. In the face of this wave, we're asked to come forward with a response.

Come join Berkeley political, community, and university leaders as we discuss advocating for the safety of Berkeley AAPI residents by addressing the root causes and symptoms of Anti-AAPI hate. We hope to touch on the importance of multi-racial solidarity in addition to the other levers for change.

RSVP Here: bit.ly/3eES08Q

Barbara Ann White, MA
Training and Diversity & Multicultural Coordinator
City of Berkeley Mental Health
3282 Adeline Street
Berkeley, CA 94703
510-981-7646 (Office)
510-833-0843 (Cell)
bawhite@cityofberkeley.info

#RacismIsAPublicHealthCrisis

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[RSVP] [BIT.LY/3EES08Q](https://bit.ly/3EES08Q)

Berkeley in Solidarity with Asian/Americans and Pacific Islanders

5:00- 6:30 PM PT | MAY 10, 2021

Just Cities  City of Berkeley Mental Health

MAYOR JESSE ARREGUÍN, CITY OF BERKELEY | **SUPERVISOR KEITH CARSON, ALAMEDA COUNTY** | **AUDITOR JENNY WONG, CITY OF BERKELEY** | **CYNTHIA CHOI, STOP AAPI HATE** | **JAMES CHANG, EMCEE** | **ABBY LAMOREAUX, STUDENT ORGANIZER** | **MARGARETTA LIN, JUST CITIES & UC BERKELEY** | **CHARISMA ACEY, UC BERKELEY**

Berkeley in Solidarity with Asian/Americans and Pacific Islanders

May 10, 2021 | 5:00-6:30 PM PT

The recent wave of Anti-AAPI hate crimes reveals the underlying racist struggles Asians have historically faced in this country. The spike in hate and animosity have opened old wounds of the long history and current realities of racism and violence. In the face of this wave, we're asked to come forward with a response.

Come join Berkeley political, community, and university leaders as we discuss advocating for the safety of Berkeley AAPI residents by addressing the root causes and symptoms of Anti-AAPI hate. We hope to touch on the importance of multi-racial solidarity in addition to the other levers for change.

RSVP Here: bit.ly/3eESO8Q

Speakers: Mayor Jesse Arreguín, Alameda County Supervisor Keith Carson, City Auditor Jenny Wong, Cynthia Choi with Stop AAPI Hate, Berkeley Rent Board Commissioner James Chang, Abby Lamoreaux with Berkeley High School, UC Berkeley Professors Margarett Lin and Charisma Acey

Works-Wright, Jamie

From: Works-Wright, Jamie
Sent: Wednesday, April 28, 2021 3:59 PM
To: Works-Wright, Jamie
Subject: FW: New Council Rules of Procedure

Hello Commissioners,

Please see the email below and the link

Thank you for your time.

Jamie Works-Wright

Consumer Liaison & Mental Health Commission Secretary

City of Berkeley

1521 University

Berkeley, CA 94703

jworks-wright@cityofberkeley.info

Office: 510-981-7721 ext. 7721

Cell #: 510-423-8365



From: Numainville, Mark L.
Sent: Tuesday, April 27, 2021 12:52 PM
To: Allen, Shallon L. <SLAllen@cityofberkeley.info>; Allen, Shannon <ShAllen@cityofberkeley.info>; Bednarska, Dominika <DBednarska@cityofberkeley.info>; Bellow, LaTanya <LBellow@cityofberkeley.info>; Bryant, Ginsi <GBryant@cityofberkeley.info>; Buckley, Steven <StBuckley@cityofberkeley.info>; Burns, Anne M <ABurns@cityofberkeley.info>; Carnegie, Brittany <BCarnegie@cityofberkeley.info>; Castrillon, Richard <rcastrillon@cityofberkeley.info>; Chu, Stephanie <SChu@cityofberkeley.info>; Cole, Shamika S. <SSCole@cityofberkeley.info>; Crane, Fatema <FCrane@cityofberkeley.info>; Davidson, Amy <ADavidson@cityofberkeley.info>; Enke, Joe <jenke@cityofberkeley.info>; Funghi, Amelia <AFunghi@cityofberkeley.info>; Garcia, Viviana <ViGarcia@cityofberkeley.info>; Greene, Elizabeth <EGreene@cityofberkeley.info>; Harvey, Samuel <SHarvey@cityofberkeley.info>; Hollander, Eleanor <EHollander@cityofberkeley.info>; Jacobs, Joshua <JJacobs@cityofberkeley.info>; Javandel, Farid <FJavandel@cityofberkeley.info>; Katz, Mary-Claire <MKatz@cityofberkeley.info>; Lee, Kristen S. <KSLee@cityofberkeley.info>; Lovvorn, Jennifer <JLovvorn@cityofberkeley.info>; May, Keith <KMay@cityofberkeley.info>; McDonough, Melissa <MMcDonough@cityofberkeley.info>; Mendez, Leslie <LMendez@cityofberkeley.info>; Miller, Roger <RMiller@cityofberkeley.info>; Obermeit, Heidi <hobermeit@cityofberkeley.info>; Pearson, Alene <apearson@cityofberkeley.info>; PRC (Police Review Commission) <prcmailbox@cityofberkeley.info>; Romain, Billi <BRomain@cityofberkeley.info>; Slaughter, Kieron <kslaughter@cityofberkeley.info>; Terrones, Roberto <RTerrones@cityofberkeley.info>; Tsering, Dechen

<DTsering@cityofberkeley.info>; Uberti, Mike <MUberti@cityofberkeley.info>; Works-Wright, Jamie <JWorks-Wright@cityofberkeley.info>

Subject: New Council Rules of Procedure

Commission Secretaries,

The newly amended Rules of Procedure is now posted on the web. The new version includes the addition of Appendix D - TEMPORARY RULES REGARDING POLICY COMMITTEES AND LEGISLATIVE WORKFLOW DURING THE COVID-19 LOCAL EMERGENCY (p. 44-45). Please share this information with your commission.

[https://www.cityofberkeley.info/uploadedFiles/Clerk/Level_3 -
_City_Council/City%20Council%20Rules%20of%20Procedure.pdf](https://www.cityofberkeley.info/uploadedFiles/Clerk/Level_3_-_City_Council/City%20Council%20Rules%20of%20Procedure.pdf)

Mark Numainville
City Clerk
City of Berkeley
(510) 981-6909

The Berkeley City Council Rules of Procedure and Order

Adopted by Resolution No. 69,807–N.S.

Effective April 20, 2021

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