



Health, Housing & Community Services
Mental Health Commission

To: Mental Health Commissioners
From: Jamie Works-Wright, Commission Secretary
Date: September 18, 2019

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Health, Housing &
Community Services Department
Mental Health Commission

Berkeley/Albany Mental Health Commission

Regular Meeting
Thursday, September 26, 2019

Time: 7:00 p.m. – 9:00 p.m.

1947 Center Street
Basement, Multi-Purpose Room

AGENDA

All Agenda Items are for Discussion and Possible Action

Public Comment Policy: *Members of the public may speak on any items on the Agenda and items not on the Agenda during the initial Public Comment period. Members of the public may also comment on any item listed on the agenda as the item is taken up. Members of the public may not speak more than once on any given item. The Chair may limit public comment to 3 minutes or less.*

7:00 pm 1. Roll Call

2. PRELIMINARY MATTERS

- A. Action Item: Agenda Approval**
- B. Public Comment**
- C. Action Item: Approval of the July 25, 2019 Minutes**

3. Covenant House presentation – Jarekhye Covarrubias

4. Interview and vote on nomination of Edward Opton to the Mental Health Commission

5. Interview and vote on nomination of Maria Moore to the Mental Health Commission

6. Discussion and Possible Action on Subcommittee Reports

- Site Visit Subcommittee
- Accountability Subcommittee
- Mobile Crisis Response
- Membership Subcommittee

7. Recommendation to Council that BMH develop a 5 year Strategic Plan

8. Discuss and Possible Action re: Demographic Data Collection of Client Population for Purposes of Evaluating Service Delivery Results Based Accountability (RBA) by the Division of Mental Health
9. Discuss and Possible Action re: Calculating the Overall Costs for the 50 Highest Frequency Service Users of the Division of Mental Health (see Sacramento Study)
10. Discuss and Possible Action to Assess the Capability of the Division of Mental Health to Adeptly Serve Clients Who Use Substances, including Reviewing Harm Reduction Strategies to Serve Them
11. Mental Health Manager Updates - Steve Grolnic-McClurg
12. Berkeley Mental Health Staff Announcements
13. Prioritize Agenda Items for October Meeting
14. Announcements
- 9:00pm 15. Adjournment

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Contact person: Jamie Works-Wright, Mental Health Commission Secretary at 510-981-7721 or Jworks-wright@cityofberkeley.info.



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

SB 343 Disclaimer

Any writings or documents provided to a majority of the Commission regarding any item on this agenda will be made available for public inspection in the SB 343 Communications Binder located at the Family,



Department of Health,
Housing & Community Services
Mental Health Commission

Berkeley/Albany Mental Health Commission Unadopted Minutes

Regular Meeting
July 25, 2019

1947 Center Street
7:00pm
Basement, Multi-Purpose Room

Members of the Public Present: Suryan Bhatia; Jennifer Bowlin; Ann Hawkins; Andrew Phelps; Joseph Waukazoo.

Staff Present: Fawn Downs, Steve Grolnic-McClurg, Karen Klatt, Jamie Works-Wright.

1. Call to Order at 7:02pm

Commissioners Present: Erlinda Castro, boona cheema, Cheryl Davila, Margaret Fine, Shelby Heda, Paul Kealoha-Blake.

2. Preliminary Matters

A. Approval of the July 25, 2019 Agenda

M/S/C (Fine, Kealoha-Blake) Motion to approve the July 25, 2019 Mental Health Commission Meeting Agenda – PASSED

Ayes: Castro, cheema, Davila, Fine, Heda, Kealoha-Blake; **Noes:** None;

Abstentions: None; **Absent:** None.

B. Public Comment – There were two Public Comments.

C. Approval of the June 27, 2019 Meeting minutes

M/S/C (Fine, Castro) Motion to approve the June 27, 2019 Meeting minutes – PASSED

Ayes: Castro, cheema, Fine, Heda, Kealoha-Blake; **Noes:** None; **Abstentions:** Davila; **Absent:** None.

3. Mental Health Commission Appreciations – No action taken.

4. Discussion and Possible Action on video on Berkeley Police Department's presentation to the Police Review Commission.

M/S/C (Fine, Castro) Motion to move from Item #4 to Item #5 on the Agenda and come back to Item #4.

Ayes: Castro, Heda; **Noes:** None; **Abstentions:** cheema, Fine, Kealoha-Blake; **Absent:** Davila.

5. Discussion and Possible Action on Mental Health Commission on Mental Health Commission 2019/2020 Work Plan

M/S/C (Fine, Davila) Move that the Mental Health Commission approve the 2019/2020 Work Plan and submit it to City Council.

Ayes: Castro, Heda; **Noes:** None; **Abstentions:** cheema, Fine, Kealoha-Blake; **Absent:** Davila.

6. Discussion and Possible Action on Subcommittee Reports

- Site Visit Subcommittee
- Accountability Subcommittee
- Mobile Crisis Response

There were two Public Comments during this part of this agenda item.

- Membership Subcommittee

M/S/C (Fine, cheema) Motion to change the Membership Subcommittee to the Membership and Governance Subcommittee – PASSED

Ayes: Castro, cheema, Davila, Fine, Kealoha-Blake; **Noes:** Heda; **Abstentions:** None; **Absent:** None.

7. Review sources of data collection by Berkeley Mental Health for diverse groups of people and take possible action

There were two Public Comments during this agenda item.

8. Discussion and Possible Action on an audit to examine every taxpayer dollar spent related to mental health/substance use and equality, diversity and inclusion among groups and individuals in the Cities of Berkeley & Albany – No action taken.

9. Berkeley Mental Health Staff Announcements – None.

10. Prioritize Agenda Items for September Meeting – Invite Covenant House to present at the September meeting.

11. Announcements – There were two announcements. A community member made an announcement regarding a former philosophy professor at UC Berkeley, and a reporter from the Daily Californian asked for the names and positions of the commissioners.

12. Adjournment – 8:58pm

M/S/C (cheema, Fine) Motion to adjourn the meeting – PASSED

Ayes: Castro, cheema, Davila, Fine, Heda, Kealoha-Blake; **Noes:** None; **Abstentions:** None; **Absent:** None.

Minutes submitted by: _____
Karen Klatt, Commission Secretary

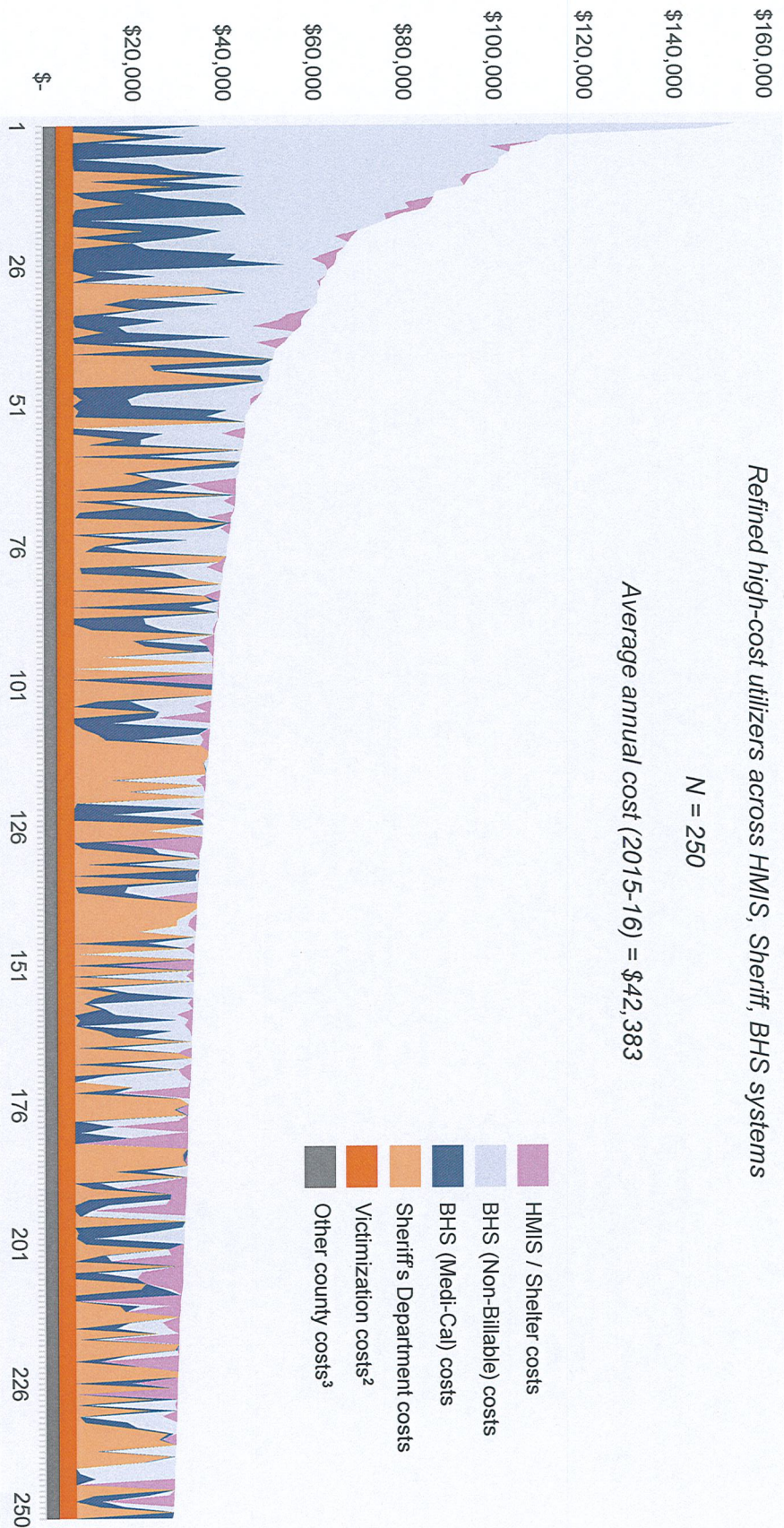
Applicant's Name _____

Mental Health Commissioner Applicant Criteria	Application	Interview
Interest - Demonstrates interest in community mental health services		
Commitment - Ready to commit to Commission duties; preparation & attendance at meetings; timely paperwork		
Diversity - Reflects the diversity of the community		
Cooperation - Able to constructively handle conflict & differences of opinion		
Welcoming - Willing and able to work alongside consumers, family members & diverse members		
Effective - Able to work with City staff, management & Berkeley & Albany City Councils		

SUMMARY OF COST DISTRIBUTION ACROSS 250 HIGH-UTILIZING HOMELESS INDIVIDUALS IN SACRAMENTO COUNTY

Average annual cost to Sacramento County public systems across high-cost, PSH-fit 250 individuals (2015-16)¹

Dollars (N=250)



1. Average annual cost calculated by averaging individual costs across analyzed systems in 2015 and 2016. Note that cost estimates are not exhaustive. Notable omissions include physical healthcare (deprived in part due to limited expected County budget impact), correctional health costs, and any reflection of impact on economic development. While costs are primarily County focused, some (such as billable BHS costs) may be reflective of other jurisdictional budgets; in other analyses, such as cost-benefit analysis, these costs are removed. "PSH-fit" estimated by reviewing 2015-2016 HMIS records, excluding individuals with any days spent in permanent supportive housing over the past 12 months, as well as those lacking (non-PSH) HMIS interactions in last 12 months, and focusing on those with longer and more-acute needs exhibited by a chronically homeless flag in HMIS and/or a recorded VI-SPDAT score >14 and/or a history of homelessness greater than one year. 2. Average victimization cost based on estimates from McCollister et al. (The Cost of Crime to Society, 2010), intended to calculate the cost to society of various criminal acts, including both "tangible" costs (e.g., direct economic losses, property damage) and "intangible" costs (e.g., productivity loss, quality of life). Total victimization costs based on list of primary charges for top 250 population in 2015-16; for the sake of clarity (to smooth otherwise highly variable data), they have been averaged among this population, rather than applied to the relatively limited set of specific individuals to whom these victimization costs can be attributed. (Note that many charges, including most drug- and alcohol-related charges, do not incur a direct victimization cost.) 3. Assumes that high-utilizing homeless populations generate at least average costs to other County agencies, including non-specific core County costs (such as DHA – Admin, DHA – Aid Payments, Code Enforcement, Regional Parks, District Attorney) averaged across 2016 point-in-time count population. Key sources: Sacramento Steps Forward, Sacramento Sheriff's Department, Sacramento Behavioral Health Services, Sacramento City and County Cost of Homelessness Estimates, McCollister et al.

MEMORANDUM

To: Mental Health Commission
From: Steven Grolnic-McClurg, Mental Health Manager
Date: September 12, 2019
Subject: Mental Health Manager Report

Mental Health Services

Attached is the report on caseload statistics for August (the last month in which we have data). Costs per participant, per approved budget, should be available starting next months for FY20.

Contract Negotiations between City of Berkeley (COB) and Alameda County Behavioral Healthcare Services (ACBHCS)

ACBHCS and COB are currently meeting to draft a new contract between the two entities. The new contract is needed due to changes that have occurred since the last contract revision in the oversight of mental health services at the State level (Department of Mental Health was disbanded, Department of Health Care Services absorbed many of the responsibilities of DMH). The new contract will also more explicitly cover the rights and responsibilities of ACBHCS, which administers the Alameda County Behavioral Health Care Plan – this health plan contains services provided by COB.

The contract will cover geographic responsibilities, fund transfer mechanisms, service responsibilities, site certification, audit procedures, and many more items. When the contract draft is approved by both sides, City Council will need to approve entering into this contract. I am attaching a copy of our current contract, which has been in place since 2011.

Crisis Triage Line

The MH Division Crisis Triage Line is up and going. M-F from 11:30 am to 4 pm, community members can call 510-891-5244 when they are experiencing a crisis and reach a mental health staff member. The staff are available to talk directly to the person in crisis about their concerns, connect them to the right resources, and determine if an immediate in-person evaluation for safety is needed. This program is grant funded for

the next two years, and is part of our efforts to reduce police involvement in mental health crisis. Please see attached flyers for the crisis triage line, and distribute widely.

Berkeley/Albany Wellness Center

The Berkeley/Albany Wellness Center is slated to open next month, in October, 2019. The Wellness Center, located on University Avenue near MLK, will feature universal peer run services for anyone needing mental health supports. The peer run services will be a mix of structured and unstructured groups and activities. The Wellness Center will also serve as an access point for mental health services, and be active in making referrals to ACBHCS and the Berkeley Mental Health Division. In addition, the Wellness Center will provide some short term case management and medication management services.

MHC Chair Questions

1. status of evaluation of crisis response

The Mental Health Division is in the process of getting approval to release and Request For Proposals (RFP) for an outside consultant to lead a stakeholder process to evaluate the current mental health crisis response system in Berkeley. This evaluation will look at the current system, due a scan of other models in place, and produce a set of recommendations for the Health, Housing and Community Services Department about potential changes to the current system. Recognizing the strong voice the Mental Health Commission has had in advocating for a crisis system that relies far less on law enforcement involvement, I am hoping that the Mental Health Commission will be an active stakeholder in this process.

2. status of annual evaluations of management staff including yours for the DMH.

Annual evaluations are internal personnel documents. The City requests that all staff are evaluated on an annual basis. All mental health division management staff evaluations should be up to date by the end of this calendar year.

3. attach copies of policies/procedures which have been updated since July 1 2019

No policies have been approved by legal since Yvette Katuala provided these to you at a previous MHC meeting.

4. list of open positions (if any) in the HOTT team and crisis response and its impact on deliverables.

At present, there are no vacancies on HOTT or MCT. However, we just temporarily filled one of the four MCT positions, the Mental Health Clinical Supervisor. Due to an anticipated vacancy and the need to train the new MHCS, MCT is schedule to temporarily reduce their schedule to five days a week in Mid-October. MCT is scheduled to be off line on Tuesdays and Saturdays.

5. minutes (if they exist) from
 - a. safety committee – do not exist. Facilitator will keep in the future.
 - b. equity committee – MHC have last approved minutes.
 - c. diversity committee -- do not exist. Facilitator will keep in the future.
 - d. if they are not available please say the reason why -- Not requested previously.

6. the council approved the city of berkeley budget for 2019/2020 as you do not seem to have a line item budget for your division can you provide the pages devoted to DMH i the city budget OR is your division clumped in with the whole department.

The City Budget document lists budgets by department, not division.

7. list of your job duties i have requested this before and was told that your supervisor had not provided that for you

I am attaching my classification listing. The Mental Health Division Manager is a one position classification – meaning it was developed solely for my position.

Berkeley Mental Health Caseload Statistics for

August 2019

Adult Services	Intended Ratio of staff to clients	Clinical Staff Positions Filled	# of clients open this month	Monthly Cost Per Participant Per Budget*	Fiscal Year 2020 Demographics as of August 2019
Adult, Older Adult and TAY Full Service Partnership (FSP) (Highest level outpatient clinical case management and treatment)	1-10 for clinical staff.	6 Clinicians 1 Team Lead	72	TBD	72 Clients American Indian: 0 API: 1 African-American: 24 Hispanic: 2 Other: 29 White: 16 Male: 45 Female: 27
Adult FSP Psychiatry	1-100	.5 FTE	57	TBD	
Comprehensive Community Treatment (CCT) (High level outpatient clinical case management and treatment)	1-20	9.5 Clinicians .5 Lead Clinician 1 Non-Degreed Clinical 1 Manager	170	TBD	178 Clients API: 6 African-American: 47 Hispanic: 8 Other: 78 White: 39 Male: 97 Female: 81
CCT Psychiatry	1-200	.75	128	TBD	
Focus on Independence Team (FIT) (Lower level of care, only for individuals previously on FSP or CCT)	1-20 Team Lead, 1-50 Post Masters Clinical 1-30 Non-Degreed Clinical	1 Clinical Supervisor, 1 Licensed Clinician, 1 CHW Sp./ Non-Degreed Clinical	97	TBD	90 Clients API: 3 African American: 30 Hispanic: 2 Other: 25 White: 30 Male: 57 Female: 33
FIT Psychiatry	1-200	.25	87		

Family, Youth and Children's Services	Intended Ratio of staff to clients	Clinical Staff Positions Filled	# of clients open this month	Monthly Cost Per Participant Per Budget*	Fiscal Year 2019 Demographics as of January, 2019 – Data Incomplete Per Yellow/Fin
Children's Full Service Partnership	1-8	2.0 Clinical	10	TBD	14 Clients API: 0 African-American: 6 Hispanic: 2 Other: 1 White: 5 Male: 10 Female:4
Early and Periodic Screening, Diagnostic and Treatment Prevention (EPSDT) /Educationally Related Mental Health Services (ERMHS)	1-20	2.5 Clinical	63	TBD	51 Clients API: 1 African-American: 15 Hispanic: 10 Other: 12 White: 13 Male: 33 Female: 18
High School Health Center and Berkeley Technological Academy (Note: school not in session)	1-6 Clinician (majority of time spent on crisis counseling)	3.5 Clinical	Treatment: 0 Groups: 0 offered, 10 conducted Drop In (Crisis): 17	N/A	N/A

Crisis, ACCESS, and Homeless Services	Staff Ration	Clinical Staff Positions Filled	Total # of Clients/Incidents
Homeless Outreach and Treatment Team (HOTT)	1-10 Case Manager 1-3 Team Lead	1 Team Lead, 1 Licensed Clinician, 3 Case Managers	35 enrolled clients for the month. 62 non-enrolled individuals received outreach.
HOTT Psychiatry (data from Feb)	1-100	0	0
Mobile Crisis	N/A	3 Clinicians	<ul style="list-style-type: none"> • 115 Incidents • 41 5150 Evals • 16 5150 Evals leading to involuntary transport
Transitional Outreach Team (TOT)	N/A	1 Licensed Clinician, 1 Non-Licensed Staff	57 Incidents

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

* Monthly costs determined by dividing yearly budgeted amounts for programs by number of participants, then dividing this rate by 12.

Agency:	County of Alameda, Behavioral Health Care Services
Amount:	Fee for Services (no fixed amount, see Exhibit B to contract)
For:	Special Mental Health and Crisis Services to Residents of Berkeley and Albany

I. Routing and signatures (Before contract execution):

I have reviewed all elements of the revenue contract package and certify that it is complete and accurate.

Gail Feldman	DHS / Mental Health	ext 5232	9/19/11
1. Project Manager	Department	Phone No.	Date
2. Department /Division			Date 9/20/11
3. Department Head			Date 9/27/11
4. Contract Administrator			Date 9/27/11
5. City Manager	(Will not sign the contract unless all signatures and dates appear above)		

Executed 11/7/11

Perla Monty

NOTE: Some government agencies require a City Manager signature before signing. If so, after the CM signs, the Revenue Contract will be submitted to the grantor for contract execution. After the agency signs, the Project Manager submits the revenue contract to the City Auditor for countersignature and registration. The contract is then forwarded to the City Clerk for filing.

II. Routing and signatures (After outside party signs):

	<u>Attached</u>	<u>Waiver Attached</u>	<u>Not Required</u>
Contract package contains:			
<u>One Original, in a folder (Vital Record)</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>One Copy (Department)</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

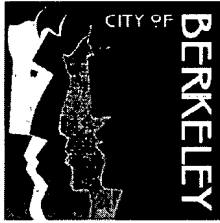
*The Vital Record contract MUST be in a folder.
*Optional: In lieu of folders, the Department and Vendor copies may be assembled with an Acco-fastener.

Required Exhibits:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Scope of Services.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Council Resolution No: <i>65,438 - NS</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. City Clerk (Initial *JL 2/13*)
6. City Auditor (Initial _____)

7 legal — done

RECEIVED
FEB 29 2012
CITY AUDITOR



Office of the City Manager

CONSENT CALENDAR
September 20, 2011

To: Honorable Mayor and Members of the City Council

From: *PK* Phil Kamlarz, City Manager

Submitted by: Beth Meyerson, Director, Health Services

Subject: Revenue Contract: Alameda County for Mental Health Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a revenue contract and any amendments and/or supplemental agreements thereto, including any changes to the projected annual revenue amount, with Alameda County for the provision of mental health services, including Medi-Cal, Medicare and Early Periodic Screening, Diagnostic and Treatment (EPSDT) billing and reimbursement, for the period of July 1, 2011 to June 30, 2012, with annual renewal thereafter.

FISCAL IMPACTS OF RECOMMENDATION

The proposed revenue contract sets out the conditions under which the City receives reimbursement for mental health services provided to eligible individuals that are billed through Alameda County to the State of California. For every dollar spent providing services, Medi-Cal and EPSDT reimburses on average approximately 53%. The City utilizes Mental Health State Realignment funds, the General Fund, and Mental Health Services Act funds and patient fees to cover the remaining 47% share. There is no fixed "not to exceed" amount in the contract because the amount of revenue will fluctuate each year based on the amount of billable services provided. Revenue Budget Codes: 065-4401-331.40-27 (Medi-Cal); 065-4401-331.60-03 (Medicare) and 066-4431-331.60-61 (EPSDT). CMS No. NUFAJ.

CURRENT SITUATION AND ITS EFFECTS

The fact that the City of Berkeley has made local Mental Health services a priority has made it unique in the State. However, BMH is inextricably tied to Alameda County due to the relationship both the State and federal government have with counties regarding Medi-Cal and other mental health programs. Alameda County contracts with numerous non-profit organizations and mental health practitioners for the provision of services. However, the contract with the City of Berkeley is unique because of its standing as an independent mental health service area for the citizens of Berkeley and Albany, and its receipt of certain revenues, such as Mental Health Realignment and Mental Health Services Act funding, directly from the State. As a result, the standard provider contract used by the County with its community based agencies had to be significantly modified.

Further, recent legislative changes in Mental Health funding had to be reflected in the contract.

Department of Health Services staff, in consultation with the City Attorney's office, has been in negotiations with the County to develop this complex document. It addresses compliance with Medi-Cal regulations and other applicable laws; billing, accounting, and reporting requirements; sub-contracting; consistency of service delivery models; quality assurance; and performance standards; terms and conditions of payment; and adherence to confidentiality laws. In addition, it adds a requirement that Medi-Cal billing be included in the City's Single Audit process.

BACKGROUND

Under the authority of Chapter 633, Statutes of 1994 (AB 757), the State Department of Mental Health transferred the responsibility for authorization and payment of specialty mental health services previously funded through Fee-for-Service/Medi-Cal (FFS/MC) to a single mental health program in each county. As a result, the City could no longer bill Medi-Cal directly and had to process all billings through Alameda County. Conversely, the County has to assure that all providers of mental health services under their auspices are in compliance with Medi-Cal regulations.

In 2008, the City Manager requested the City Auditor to conduct a performance audit to identify risks that could jeopardize revenue that the City receives for providing mental health services under the State Medi-Cal program and to evaluate the effectiveness of controls in place to mitigate those risks. As a result of the Audit, the City Auditor recommended that a contract be developed between the City and County memorializing the roles and responsibilities with regard to the provision of specialty mental health services. Further, the recommendation to establish a contract was listed as a finding by the State Department of Mental Health in its Audit of both the County and City Mental Health programs. Finally, the creation of a contract was one of the recommendations in the Mental Health Division Assessment prepared by Management Partners, Inc., and resulting Action Plan prepared by the Department Director.

RATIONALE FOR RECOMMENDATIONS

There is mutual interest by the City and County in the execution of this contract. While it ensures that the City's Mental Health program will follow applicable Medi-Cal regulations and that residents of Berkeley and Albany will receive services consistent with those provided elsewhere in Alameda County, it also requires that the County provide the City with timely billing and reimbursement as well as adequate documentation for reconciliation and accounting. Adoption of a contract is also an audit requirement.

ALTERNATIVE ACTIONS CONSIDERED

The only alternative would be for the City to relinquish its standing as an independent mental health jurisdiction, give up its direct receipt of Realignment and MHSA revenue, and become a standard contract provider for the County, subject to whatever level of funding and services the County offered each year.

CONTACT PERSON

Beth Meyerson, Director of Health Services, 981-5107

Dr. Karyn Tribble, Manager, Mental Health Division, 981-5213

Attachments:

1: Resolution

RESOLUTION NO.

REVENUE CONTRACT: ALAMEDA COUNTY FOR MENTAL HEALTH SERVICES

WHEREAS, the City of Berkeley, through the Health Services Department's Mental Health Division, is authorized as a mental health jurisdiction to provide specialty mental health services to the residents of Berkeley and Albany; and

WHEREAS, the Mental Health Division is eligible for the provision of such services to obtain reimbursement from Medi-Cal, Medicare and related funding sources; and

WHEREAS, Alameda County Behavioral Health Care Services Agency is the designated fiscal entity for specialty mental health services provided in Alameda County, including those services provided in both Berkeley and Albany; and

WHEREAS, consistent with sound public administration principles, governmental fiscal practices and accountability and recent Audit findings, a contract specifying the roles and responsibilities of each entity is necessary to ensure the efficient delivery of specialty mental health services in Berkeley and Albany, including the timely reimbursement of all eligible costs in compliance with applicable federal and state laws and regulations; and

WHEREAS, this revenue contract has been entered in the City's contract management database and assigned CMS No. NUFAJ.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to enter into a revenue contract, including any amendments and/or supplemental agreements thereto, with Alameda County Behavioral Health Care Services Agency for the period July 1, 2011 through June 30, 2012, with renewal of said contract and any amendments and/or supplemental agreements thereto authorized annually thereafter. Revenue Budget Codes: 065-4401-331.40-27 (Medi-Cal); 065-4401-331.60-03 (Medicare) and 066-4431-331.60-61 (EPSDT). A record signature copy of said contract and any amendments and/or supplemental agreements to be on file in the office of the City Clerk.

RESOLUTION NO. 65,438-N.S.

REVENUE CONTRACT: ALAMEDA COUNTY FOR MENTAL HEALTH SERVICES

WHEREAS, the City of Berkeley, through the Health Services Department's Mental Health Division, is authorized as a mental health jurisdiction to provide specialty mental health services to the residents of Berkeley and Albany; and

WHEREAS, the Mental Health Division is eligible for the provision of such services to obtain reimbursement from Medi-Cal, Medicare and related funding sources; and

WHEREAS, Alameda County Behavioral Health Care Services Agency is the designated fiscal entity for specialty mental health services provided in Alameda County, including those services provided in both Berkeley and Albany; and

WHEREAS, consistent with sound public administration principles, governmental fiscal practices and accountability and recent Audit findings, a contract specifying the roles and responsibilities of each entity is necessary to ensure the efficient delivery of specialty mental health services in Berkeley and Albany, including the timely reimbursement of all eligible costs in compliance with applicable federal and state laws and regulations; and

WHEREAS, this revenue contract has been entered in the City's contract management database and assigned CMS No. NUFAJ.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to enter into a revenue contract, including any amendments and/or supplemental agreements thereto, with Alameda County Behavioral Health Care Services Agency for the period July 1, 2011 through June 30, 2012, with renewal of said contract and any amendments and/or supplemental agreements thereto authorized annually thereafter. Revenue Budget Codes: 065-4401-331.40-27 (Medi-Cal); 065-4401-331.60-03 (Medicare) and 066-4431-331.60-61 (EPSDT). A record signature copy of said contract and any amendments and/or supplemental agreements to be on file in the office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on September 20, 2011 by the following vote:

Ayes: Anderson, Arreguin, Capitelli, Maio, Moore, Wengraf, Worthington, Wozniak and Bates.

Noes: None.

Absent: None.

Attest: 
Deanna Despain, CMC, City Clerk


Tom Bates, Mayor

CITY OF BERKELEY MENTAL HEALTH SPECIALTY SERVICES

THIS CONTRACT, made and entered into by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and **the City of Berkeley**, a Charter City organized and existing under the laws of the State of California, hereinafter referred to as "**City**".

WITNESSETH:

WHEREAS, State of California ("State") realignment legislation in 1991 allocated funds to County and the City for providing mental health services for the seriously and persistently mentally ill; and

WHEREAS, City is responsible for, has been and is currently providing outpatient mental health services, including crisis services, to Berkeley and Albany residents who are uninsured; and

WHEREAS, County is responsible for providing inpatient and outpatient mental health services including, psychiatric emergency, vocational, crisis residential and long-term care (IMD) to residents of the county of Alameda, including those in the cities of Berkeley and Albany; and

WHEREAS, effective November 1, 1997, pursuant to the legislative requirements of Chapter 633 (AB 757), County has the authority for Outpatient Specialty Mental Health Services in the county of Alameda; and

WHEREAS, City has been and is currently receiving funding from the State pursuant to realignment legislation for providing outpatient mental health services, including crisis services to Berkeley and Albany residents who are uninsured; and

WHEREAS, City desires to continue providing outpatient mental health services, including crisis services to Berkeley and Albany residents, and County is in agreement with City continuing to provide those services; and

WHEREAS, the State has identified and funds County as the single Medi-Cal Mental Health Plan for the county of Alameda, creating a single consolidated Medi-Cal program for all county of Alameda residents, including those in Berkeley and Albany, which were previously served in the private, fee-for-service Medi-Cal program operated by the State Department of Health Services; and

WHEREAS the intent of this Agreement is to comply with regulations authorizing the State to transfer responsibility for Medi-Cal beneficiaries for Medi-Cal Specialty Mental Health Services to the County, and for the County to arrange for such services to be provided; and

WHEREAS, while the intent of this Agreement is to maintain a level of consistency in services for all residents of the County of Alameda, it is recognized with respect to services not funded through Medi-Cal, that the City operates as an independent local mental health jurisdiction serving the residents of the cities of Berkeley and Albany; and

WHEREAS, the County department responsible for overseeing the services that are the subject matter of this Agreement is Behavioral Health Care Services (BHCS); and

C-900161

WHEREAS, City and County desire to contract for the provision of certain services, including but not limited to Medi-Cal crisis and outpatient services, as more particularly set forth below and in accordance with Exhibits A through F, attached hereto and incorporated by reference:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the 1st day of July 2011 and ends on the following 30th day of June. The Term shall automatically renew annually each July 1st thereafter, unless notice to terminate is given by either party by May 15th.

2. **Program Description and Performance Requirements -- Exhibit A.** City agrees to comply with all provisions, to perform all work, and to provide all duties and services set forth in Exhibit A in a professional and diligent manner. This Agreement does not obligate City to perform work or provide duties or services beyond those funded in whole or in part by Medi-Cal, or otherwise required by law for City to perform. This Agreement does not preclude the County and City from entering into separate agreements for other services.

3. **Terms and Conditions of Payment -- Exhibit B.** County, as the Medi-Cal Mental Health Plan, receives Federal and State reimbursement for Certified Public Expenditures incurred in the provision of Medi-Cal Specialty Mental Health Services and Medi-Cal Administrative Activities. As such, County shall remit to City Federal and State funds received by County for the provision of Medi-Cal Specialty Mental Health Services and Medi-Cal Administrative Activities by the City based on Certified Public Expenditures incurred by the City. Unless otherwise directed by City, County shall submit billings on behalf of City to the State on a monthly basis and transmit any payment or communication received regarding said billings to City within 60 days of receipt.

County, as the billing agent for Medi-Cal Specialty Mental Health Services, also will process Medicare, Insurance and patient claims on behalf of City. As such, County shall remit to City all Medicare, Insurance and patient reimbursement received by County on behalf of the City within 60 days of receipt.

If above-referenced billing or payment will not be completed within the time frame set forth hereinabove, County will notify City within the 60 day period of the reason for the delay and anticipated date of transmission.

All payments shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof.

County shall under no circumstances be required to pay City in excess of Federal and State reimbursement received by County for the provision of Medi-Cal Specialty Mental Health Services and Medi-Cal Administrative Activities by the City. Nor shall the County under any circumstances be required to pay City in excess of reimbursement received on behalf of the City for Medicare, Insurance, Patient, or any other billings. Any payments made are subject to audit and reconciliation by the State and federal government; City is responsible for any amounts due as the result of any audit or reconciliation and County is responsible for remitting to City any additional amounts received as the result of audit or reconciliation. County shall remit additional amounts to City within 60 days of receipt. If funds will not be transmitted within the 60 day time period, County will notify City within the 60 day period of the reason for the delay and anticipated date of transmission.

City agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government agency with respect to the receipt and disbursement of the funds referred to in Exhibit B. Upon consultation with the City, other requirements may be imposed by County.

City shall comply with all applicable provisions of federal, state and local law, regulations, and policies including, but not limited to: Titles 9 and 22 of the California Administrative Code; Division 5 of the

Welfare and Institutions Code; Short-Doyle and Short-Doyle/Medi-Cal policies as identified in policy letters and the Cost & Financial Reporting System Instruction manual AB 799 (Short-Doyle/Medi-Cal Reform Act); and the Alameda County Contract Administration Manual.

4. **Insurance -- Exhibit C.** City shall maintain in force, at all times during the term of this Agreement, the insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. City shall provide Worker's Compensation insurance for its employees, which may be through an approved program of self-insurance, at City's own cost and expense, and neither City nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement. County acknowledges that as a governmental entity, contractor may be self-insured. City will ensure that any subcontractors providing mental health services under this Agreement maintain all insurance requirements contained in this Agreement, however, subcontractors may not be self-insured.

5. **Additional Fiscal Provisions.** City shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds or grants from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by City pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; City has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit City from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for, however, any services performed for this Agreement must meet all subcontracting requirements.

6. **Business Associate.** City will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR, part 164. As a result, City is a Business Associate of County and shall comply with the provisions set forth in Exhibit E to this Agreement.

7. **Accounting Records.**

(a) City shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, canceled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(b) City shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(c) City shall maintain on a current basis complete records pertaining to City's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, City Council roster, minutes of meetings of the City Council and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

(d) City will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or City as may be required by the rules, regulations, or requirements of County or any other governmental entity or applicable funding source.

County shall specify in detail the cooperation required and provide City an annual schedule of due dates and deliverables known in advance by County.

(e) Records shall be retained by City, and shall be made available for auditing and inspection, for no less than seven (7) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If City enters into any County-approved agreement with any related organization to provide services, such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than seven (7) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

(f) County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

(g) County shall make available to City data in the format in which it is received from the State. County and City agree to collaborate on developing a methodology to provide electronic data transfers to the City in a format that the City can receive and use in a software application to reconcile billable services in a timely manner. Data will be for Medi-Cal participants only.

8. **Audits.** City's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate City's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto City's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of City's work.

Separate and apart from the audit and inspection provisions set forth immediately above, City's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** City agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of City or City's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless City, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by City pursuant to this Agreement shall be subcontracted without the prior written consent of County. City shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, arising out of and under the scope of any subcontract as City is for the acts and omissions of persons directly employed by City. City shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, City may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on

behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the City nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. City shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. City assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** City agrees to maintain the confidentiality of any information which may be obtained with this work. City shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A to this Agreement. City will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, City will return to County all written or descriptive matter which contains any such confidential information.

County shall respect the confidentiality of information furnished by City to County as specified in Exhibit A or as otherwise provided by law.

13. **Termination Provisions.** County and City may agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions. Either Party may terminate this Agreement before it renews, by written notice on or prior to May 15th. Termination of this Agreement is not meant to terminate any legal obligation a party may have independent of this Agreement.

14. **Compliance with Laws.** County and City shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by City must be in accordance with these laws, ordinances, codes and regulations. City shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. **Accident Reporting.** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, City shall immediately notify the County by telephone. City shall promptly submit a written report, in such form as may be required by the Risk Management Department of County, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of City's subcontractor, if any; (3) name and address of City's liability insurance carrier; (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; and (5) determination of what effect, if any, accident will have upon City's ability to perform services. This provision is for insurance purpose and is in addition to any notification that must be made in connection with the provision of services and requirements related to the funding sources, including Medi-Cal requirements, including those related to Quality Assurance.

16. **Non-Discrimination.** City assures that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. City further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era

Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

17. **Governing Board Limitations; Conflict of Interest.** City shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

18. **Drug-free Workplace.** As an independent governmental jurisdiction, City shall adhere to its Drug-Free Workplace policy. City shall provide County with a copy of its policy upon request.

19. **Modifications to Agreement.** The terms and conditions of this Agreement, all exhibits attached and any documents expressly incorporated by reference represent the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement shall supersede any and all prior contracts, oral or written, regarding the subject matter between City and County. No other contract, statement, or promise relating to the subject matter of this Agreement shall be valid or binding except by a written amendment to this Agreement signed by City and County.

20. **Designation of Authorized Personnel.** City shall provide County with a list of City's employees or members of City's legislative body who have been authorized to act on behalf of City in its dealings with County for this Agreement. An "act" on behalf of City includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

21. **General Supervision.** Services shall be under the general supervision of the Director of Behavioral Health Services of County, as specified in the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient appropriate source of services or specific services pursuant to this Agreement. In addition, any statistical data or information requested by the Director of Behavioral Health Services of the County shall be provided by the City.

22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CITY: City of Berkeley
ATTN: City Manager
2180 Milvia Street, 5th Floor
Berkeley, CA 94704

COUNTY: Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

Walter Miley

Department Director
President of the Board of Supervisors

Behavioral Health Care Services
Department

11/1/11
Date

Authorized Signature

CITY

City of Berkeley

City

2180 Milvia Street

Street Address

Berkeley, CA 94704

City, State, Zip Code

[Redacted]
Federal ID No.

Christina Del

Authorized Signature of City

City Manager

9-28-11

Date

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on 11/1/11 and that a copy has been delivered to the President as provided by Government Code Section 25103

ATTEST
CRYSTAL HISHIDA GRAFF, Clerk of the Board of Supervisors
County of Alameda, State of California

Crystal Hishida Graff 11/7/11

Approved as to form:

Alameda Office of the County Counsel

By *Kathleen Pacheco*
Kathleen Pacheco, Senior Deputy County Counsel

Registered by:

Debra
City Auditor

Approved as to form:

Berkeley City Attorney's Office

By: *Kristy van Herick*
Kristy van Herick, Deputy City Attorney

ATTEST-

Rose Johnson
FOR CITY CLERK

Exhibit A
Program Description and Performance Requirements

The Parties agree as follows:

1. This agreement does not require new or additional service to be provided by City. Should any new or additional services be required by State law or regulation, or mutually agreed upon by the City and County, the financing of such services will be subject to negotiation and determined by mutual agreement.
2. When a Berkeley or Albany resident who is a seriously mentally ill (SMI) adult or a seriously emotionally disturbed (SED) child contacts the Alameda County ACCESS & Crisis Units, the case will be assigned and disposition made to the City, regardless of the individual's insurance coverage. Assignment may be made to the Berkeley Mental Health Service Teams, which is designed according to and follows the same principles and requirements that apply to all Service Teams operating with County.
3. In addition to services eligible for Medi-Cal/ EPSDT funding, City may elect to provide additional services to individuals through use of other funding sources. However, County will in no way be responsible for payment related to any additional services.
4. This Agreement does not include services that may be provided by City and funded through the County's Mental Health Services Act (MHSA). Any such services and payments must be defined through a separate contract with County.
5. The following criteria, as may be amended federally or by the State, must be met in order for services provided to an individual to be reimbursable:
 - **Level I** The individual must meet the definition of Medi-Cal medical necessity for specialty mental health Severe and Persistent Mental Illness (SPMI) including significant functional impairment resulting in an inability to manage activities of daily living. The individual may also be at high risk for harm to self or others and may or may not have co-occurrence of substance use disorder but should have a clear history that supports presence of SPMI. To make the determination, the chronic nature of the severe mental illness is often demonstrated by multiple and lengthy hospital stays and the individual may need frequent and varied mental health services, including on-going case management, crisis intervention and medication support, to avoid repeated acute hospitalizations as that individual moves toward recovery.
 - Examples of Diagnoses included in this group are Schizophrenia, Schizoaffective Disorder, and severe Bipolar I and Major Depressive Disorders, often with psychotic features.
 - **Level II** The individual meets the definition of Medi-Cal medical necessity for specialty mental health, but no longer meets criteria for a Severe and Persistent Mental Illness (SPMI) as some of the significant functional impairments which previously resulted in an inability to manage activities of daily living have been ameliorated. This level will serve as the City's "step-down" system which will enable a gradual transition of clients to the less intensive "Level III", wherein such individuals have demonstrated an increasing ability to function, but still require intensive support. This level will not apply to MHSA Full Service Partnerships, Intensive Service Team clients, or those clients which have been determined to possess a chronic SPMI which cannot otherwise be successfully maintained without Level I support.

Level II services may include bi-weekly psychotherapy, case management, and psychotropic support and/or medications.

- **Level III** The individual must meet Medi-Cal medical necessity for specialty mental health. These individuals generally have mild-to-moderate presentation of mental illness with at least one significant impairment in an important area of life functioning (work, relationships, etc.). Level III individuals often have difficulty keeping appointments, managing daily routines and have limited social support. They are inconsistent in following their psychotropic and/or other medications. Level III services may include weekly outpatient psychotherapy as a first-line treatment or as an adjunct to psychiatric medication evaluation and support. In addition, follow through with medical treatment for co-occurring chronic physical conditions and/or co-occurring SUD may be helped by adjunctive outpatient psychotherapy. It is recommended that concurrent supportive SUD services be utilized for those individuals with co-occurring substance use disorders to benefit most fully from the mental health services. Individuals who present with a complex psychiatric medication regimen or whose psychiatric symptoms have not improved from previous primary care based interventions may warrant regular access to an outpatient psychiatrist or therapist. Many individuals are able to utilize Level III services upon discharge from Acute Psychiatric care to prevent decompensation and continue the stabilization process. Upon demonstrating stability, Level III individuals may eventually move to a primary care setting (Level IV) [Level IV services in primary care are not included in Mental Health Specialty Services.].
 - Level III includes DSM IV-TR diagnoses.
6. County accomplishes intake for Medi-Cal eligible individuals through the Alameda County ACCESS unit. City may maintain a separate intake unit from the Alameda County ACCESS unit, which may service City's Realignment Target Population which is based on a diagnosis, not the funding source for payment of services. When an eligible individual contacts City directly for services, City will keep the case and provide the appropriate services to that individual. If the individual is not a Level I, and if the individual has Medi-Cal coverage, the Alameda County ACCESS & Crisis Units will be contacted by City for an intake screening and referral to determine that individual's needs and qualification for services. If an assessment interview is needed in order to determine SMI or SED status, City may perform such assessment, and will record required data and provide it to County for billing purposes. City is responsible for any assessment not properly documented.
 7. County has granted access to the County Mental Health Data Management System ("Data System") to City. The County currently uses the Data System INSYST, a single management information system database for (a) client registration and services, (b) claims processing, and (c) management information reports. INSYST allows mental health information on individuals to be accessible to both City and County for the provision of services and billing of those services. Access to data and reports are being provided in part so that City can submit its claims to the State in a timely manner. City is responsible to notify the County of any rate, billing structure, reporting unit and procedure code updates or changes, so these changes can be made appropriately by the County in INSYST or any other data systems. County will comply with federal and state law requirements, including HIPAA and the HITECH Act, for maintaining the security and confidentiality of protected health information, including information maintained in the Data System.

8. Medi-Cal /EPSDT requires matching funding from non federal sources. City will report to County all funding, including but not limited to the use of City's Realignment funds, City General Fund, and Mental Health Services Act funds, used to match Federal Medicaid reimbursements (FFP) and any other reimbursement or matching requirements.
9. City will maintain responsibility for any and all audit disallowance arising out of services provided by City under this Agreement including those within the Outpatient Mental Health Specialty Consolidation and Medi-Cal Administrative Activities.
10. City and County will each cooperate with the other in response to any audit requests from the state or federal government. This includes the preparation of reports and supplying of information required for reports to be prepared by County and/or City as contained in the rules, regulations, or requirements of, or requested by, the state and federal government.
11. City and County will collaborate to address issues about residency (for individuals currently receiving services and individuals having their first or a repeat contact for services), individual program eligibility and payment for services, procedures/process for making determinations for any individual as to residency and appropriate source of service and any other program matters.
12. This Agreement is to provide residents of the county of Alameda living in Berkeley and Albany access to a unified system of care that is available to all other county of Alameda residents which includes:
 - a. Availability of a comprehensive range of services (continuum of care).
 - b. A single point of responsibility assigned to coordinate and integrate all system services on behalf of individuals.
 - c. A single, unified management information system that tracks an individual's service utilization throughout the full range of services.
 - d. The provision of services in the community to reduce the need for treatment in restrictive institutional environments.
 - e. Collaboration on discharge planning from residential or hospital placements.
 - f. A process for transfer and discharge of individuals receiving mental health services.
13. City will provide outpatient and crisis services to individuals who meet the hierarchy of residency criteria for the cities of Berkeley or Albany. Residency is determined by the items and criteria contained in Exhibit A - Attachment 1: Hierarchy of Residency. Exhibit A - Attachment 1: Hierarchy of Residency may be amended from time to time, by written agreement signed on behalf of the County by the Alameda County Health Care Services Agency Director and on behalf of the City by the Berkeley City Manager. Nothing in this Agreement shall preclude residents of the cities of Berkeley or Albany from eligibility or use of services provided by County which are not provided by City, for which they would otherwise qualify.
14. Funds used to serve uninsured individuals will be restricted to Berkeley/Albany Mental Health clients who are Berkeley/Albany residents; however, this Agreement does not obligate the County to pay for or reimburse City for any services to an uninsured individual.
15. City shall pursue a culturally competent system of care. City's nondiscriminatory policies shall be in writing, available to the appropriate persons, and practiced in the admission of patients, assignment of accommodations, employment of personnel, and in any other respect as not to discriminate on the basis of race, creed, color, disability, sex, sexual orientation, national origin,

- age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors.
16. City is responsible for obtaining Medi-Cal certification directly from DMH for City operated programs. This Agreement does not impose any responsibility on City for the certification of any subcontractors for City's directly operated Medi-Cal programs.
 17. When City subcontracts with a provider for mental health services, it is agreed that:
 - o If State Medi-Cal certification is necessary, County will document and prepare the paperwork for submission to the State to certify the subcontractor as a Medi-Cal provider, if that subcontractor meets the appropriate criteria.
 - o Any subcontractor must have its own National Provider Identifier (NPI), as well as Legal Entity Number and Provider Number (assigned by DMH), under which it is required to separately report subcontracted services provided for City and those provided for County.
 - o If both City and County contract with a subcontractor, subcontractor must have a Reporting Unit Number for each program to distinguish City programs from County programs.
 - o Any revenue received by County which was generated by City's subcontractor as a result of services provided under subcontract with City will be passed through to City, pursuant to Exhibit B.
 - o If both City and County contract with a subcontractor, subcontractor must submit two cost reports, one for County including only services purchased by County and one for City with services purchased by City.
 - o City is responsible for completion of the subcontractor's cost report (either directly or through the subcontract) and submission of the report to County for inclusion in County's Cost Report to State.
 - o City will promptly provide to County the trial balance and identified amount paid to subcontractor by City annually.
 18. Quality Assurance is a requirement of Medi-Cal. City will participate in the BHCS Quality Assurance program. City will fully cooperate with the program which will monitor the quality of services delivered to Berkeley and Albany residents by County and contract programs, including programs provided by City pursuant to this Agreement.
 19. a. County will provide to City a Quality Assurance (QA) Manual containing QA Policies and Procedures. In addition to relevant Federal and State laws and regulations, all providers, including City, are responsible for knowing the information contained in the QA Manual and meeting all relevant requirements. City shall comply with all policies in the QA Manual. The QA Office will use a website established for providers ("Provider Website), the BHCS' website, and e-mail communications to notify providers of periodic updates and changes made to the QA Manual.
 - b. City is responsible for all information and updates sent via email and USPS or as posted on the BHCS Provider Website.
 - c. City is responsible for informing the QA Office and Provider Relations Office of any changes to the primary email address.
 - d. City is responsible for regularly checking for updates posted on the Provider Website.
 20. City will abide by all service provider requirements, including the following:

- a. Code of Conduct: City will act in an ethical fashion as dictated by the BHCS Ethical Code as posted on the BHCS website, and by the Ethical Code of Conduct of all professional organizations that apply to their licensure.
- b. Credentialing: City is responsible for the "credentialing" of their own employees to the same standard as BHCS, state and federal requirements.
- c. Documentation Standards: City will comply with Documentation Standards, Policy and Procedures as set out in the QA Manual
- d. Sentinel Events, Death Reports & Formalized Case Reviews: City will submit Beneficiary Death Reports to the QA Office within 14 days of the knowledge of a beneficiaries' death. City will comply with the formalized case review policies as set forth in the QA Manual.
- e. Audits: BHCS may at its initiative perform an onsite review and/or audit of City and all its records as they pertain to the provision of services, consistent with federal and state law.
- f. Utilization Management: City will comply with policies related to the Utilization Management Program of BHCS as set forth in the QA Manual and/or the Clinical Quality Review Team (CQRT) Manual.
- g. Beneficiary Rights: City will comply with BHCS' Consumer Grievance and Appeal Policy and Procedures, as set forth in the QA Manual.
- h. Consumer Rights: City shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of BHCS' Informing Materials pertaining to Consumer Rights.
- i. HIPAA & Confidentiality: City and County will follow state and federal law and guidelines, including but not limited to HIPAA and Welfare and Institutions Code 5328, pertaining to protected health information and breaches of confidentiality.
- k. Continuity of Services: City will have a plan for the continuity of services to individuals, including the maintenance and security of records. The continuity plan shall provide for the transition of services and records in the event that a clinician dies or becomes unable to continue providing services.
- l. Non-compliance: If City is found not to be in significant compliance with contract provisions, State or Federal law and/or regulation, City will be immediately responsible for remedy and/or a plan of correction that is subject to BHCS approval. The cost of the plan of correction will be borne by the City.

Exhibit A – Attachment 1
Hierarchy of Residency

City will provide outpatient and crisis services to individuals who meet the hierarchy of residency criteria for the cities of Berkeley or Albany. Residency is determined by the first item on this list that can be meaningfully applied to the individual as of the day the individual first requests a service from either City or County;

1. Where did the individual reside during most of the week prior to requesting services?
2. Where did the individual reside during most of the month prior to requesting service?
3. Where did the individual reside during most of the year prior to requesting service?

“Reside” refers to the first item on this list which applies:

- a. The site for which rent and/or mortgage payments were paid by the individual or the parent (or person in loco parentis) of a person aged 17 or younger.
- b. The site where most of the individual’s belongings are kept.
- c. The site where the individual spends most of his or her time.
- d. The site that the individual considers to be “where I live”, “my home” or “my home for now.”
- e. The site where individual can most easily access services.

If the hierarchy of residency criteria is not applicable in a particular case, the case will be referred to the process established by the City and County for determining the appropriate source of service.

For individuals newly requesting community support services who are coming out of institutions (i.e., who has left an institution within the month prior to receiving services), including board and care homes, the above criteria applies to the period prior to institutional placement.

Exhibit B
Terms and Conditions of Payment

Contracting Department: **Behavioral Health Care Services**

City Name: **City of Berkeley**

Contract Period: **July 1st – June 30th**

In return for the aforementioned services as set forth in Exhibit A of this agreement, the County agrees to reimburse the City on the following basis:

1. **Total Reimbursement.** Reimbursement to the City under this Agreement shall in no event exceed an amount reimbursed by DMH or Other Payor Sources to County on behalf of City. Any cost report reconciliation or audit that results in an amount due from City, are the responsibility of City.

Reimbursement is contingent upon and limited to (1) Early and Periodic Screening, Diagnostic and Treatment (EPSDT) paid to the County as a result of City's participation in the EPSDT program, (2) Medi-Cal Federal Financial Participation (FFP) funds paid to the County as a result of City's participation in the Medi-Cal Specialty Mental Health Program and Medi-Cal Administrative Activities, (3) Medicare funds paid to the County as a result of billing on behalf of the City who participates in the Medicare Program, (4) Private Insurance funds paid to the County as a result of billing on behalf of the City and (5) patient reimbursements paid to the County as a result of billing on behalf of the City. Final FFP reimbursement shall be based on City's actual Certified Public Expenditures (CPE) incurred in providing Medi-Cal Specialty Mental Health Services and Medi-Cal Administrative Activities as determined and reimbursed through the Annual Medi-Cal Cost Report.

2. **Reimbursement Method(s).** County shall, on an interim basis, make payments to City equal to the amount of SGF, FFP, Medicare, health insurance and other health coverage and patient payments paid to the County related to City's Reporting Units. Funds received on behalf of the City will be placed in a trust fund until the warrant is issued. County shall provide a monthly accounting of all reimbursement received on behalf of the City, and available City funds in the trust, within sixty (60) days after the end of each month. Based on a monthly accounting a warrant will be issued to City within sixty (60) calendar days after the end of each month to disburse all available funds.

For each Cost Report, Interim Reimbursement will be made after State Reconciliation of the City's Medi-Cal Cost Report as part of the State reconciliation of the County's Cost Report. Any additional SGF or FFP paid to the County by the State as a result of the interim settlement on behalf of the City excluding any City programs contracted separately from this Agreement will be reimbursed to the City within 60 calendar days of the State reimbursement to the County for the State reconciliation. If above-referenced reimbursement cannot be completed within 60 days, County will notify City within the 60 day period of the reason for the delay and anticipated date of transmission of the reimbursement. Should the County owe SGF or FFP to the State as a result of overpayment to the County on behalf of the City, City agrees to remit such overpayment to the County within sixty (60) calendar days of the determination of overpayment by the State. County, in its sole discretion, may offset the amount due from the next or any future Medi-Cal or EPSDT payments to the City. Notification of State reconciliation shall be forwarded to City upon receipt of said notice.

For each Cost Report, Final Reimbursement will be made after finalization of State audit of the City's Medi-Cal Cost Report. Any additional SGF or FFP paid to the County by the State on behalf of the City excluding any City programs contracted separately from this agreement as a result of the State audit will be reimbursed to the City within sixty (60) calendar days of the State reimbursement to the County. Should the County owe SGF or FFP to the State as a result of overpayment to the County and the City excluding any City programs contracted separately from this agreement, City agrees to remit such overpayment to the County within sixty (60) calendar days of the offset of the overpayment by the State.

3. CSI Data: Pursuant to Welfare and Institutions Code Section 5610(a), City shall submit individual Client and Service Information (CSI) data to the County, in accordance with the requirements set forth in the CSI Data Dictionary. City shall report monthly CSI data to County within sixty (60) days after the end of the month in which services were provided. If City does not report within sixty (60) days of the end of the monthly reporting period, City shall ensure that it is in compliance with an approved plan of correction with the CSI Unit. City shall make diligent efforts to minimize errors on the CSI error file. City shall notify County 90 days prior to any change in reporting system and/or change in automated system vendor.
4. Annual Cost Report. At the expiration of the fiscal year, there shall be a settlement and audit process consistent with the settlement and audit process between the County and the State. To facilitate this accounting, based on the annual cost report call letter, City shall provide in a format designated by the State a year-end cost report in September of each year. If the State changes the deadline to submit the year end cost report, County shall notify City of the State deadline at least ninety (90) days prior to the deadline and City shall submitted the report to County at least sixty (60) days prior to State deadline. In the event that City does not submit such annual Cost Report for the fiscal year at least sixty (60) days prior to the date the County Cost Report is due to the State, County may hold in abeyance at its option all payments for reimbursement under this Agreement upon ten (10) days' written notice to City.
5. Audit. City's records will be subject to audit by County and applicable State and Federal Authorities. Any disallowances or penalties resulting from said audits will be the sole responsibility of the City. This will include the responsibility for any and all remuneration to the State. Notwithstanding the foregoing, should the disallowance or penalties be the result of: (1) the County's negligence or intentional acts or omissions related to its billing or cost report submittal function under this agreement; or (2) City's compliance with the written directions, guidelines, policies or instruction of the County which are not consistent with the State requirements, the County will indemnify City as set forth in general provisions of this Agreement between the parties. County or City shall make to the other in accordance with the terms of this agreement the payment or refund identified in the year-end settlement and/or subsequent audit within sixty (60)calendar days unless there is a written agreement between the parties to extend. Any payment due the County, which results from a year-end settlement and/or audit of a prior-year contract, may at the County's discretion be used to offset payments pursuant to this agreement. In the event that City reaches a settlement or final determination in response to any State or Federal audit, after issuance of the final determination or settlement between the County and the State, County shall correspond with State and request on City's behalf reimbursement of any excess recoupment, copying City on all such correspondence. County will continue to communicate with State regarding the disbursement and share the State's responses with the City. City has the right to review any records maintained by County that reflect activities performed pursuant to this Agreement by County on behalf of City.

For purposes of the Short Doyle Medi-Cal cost report requirement, City will provide a separate MHSA Distribution and Expenditures Cost Report (Form number MH 1995), which County will consolidate into the Alameda County MH 1995 for submission in DMH Cost Report. County will

determine the amount of MHSA funds to report on the Annual Cost Report Summary of Funding Sources (MH1992) for the contracted City program(s). City will also provide any other information and reports that County may need to comply with reporting requirements of the state, federal or other funding source.

6. Submittal Deadline for Claims & Client Data. City shall submit monthly claim data, and State or County required individual/client data by electronic input into the County Mental Health Data Management System ("Data System" - such as INSYST/Gateway) on or before the third working day following the month of service. Should City fail to meet the above indicated deadlines, City shall be considered in non-compliance with this Agreement and County shall withhold payment of City's outstanding claims until such time that County is assured of City's future compliance.

In order to file timely claims, City is responsible for providing changes to the Data System reporting data master, i.e., Reporting Unit, Rates, in a timely manner. In turn, County shall make requested changes in a timely manner. County will be responsible for notifying City of the claiming schedule and any unanticipated changes in the claiming schedule on a timely basis.

7. Medi-Cal Funding Provisions. City shall comply with all Federal and State Medi-Cal requirements regarding determination of reasonable and allowable costs and other funding requirements.
8. EPSDT Local Match. The State has and currently requires that local jurisdictions provide matching local funding of 5% to 8%. For the fiscal year 2011/12, County will provide up to 5% of the required local funding and City shall provide the remaining required local funding. County is not obligated and makes no representations or agreement to provide or pay any portion of the required local funding for any future years. Any provision of funds or payment by County towards this local match in the future is not a promise to continue providing such funds and does not obligate County to make any payments or provide any matching funds in the future. City is responsible for meeting any requirements of matching local funds. References to local/match funding for purposes of this paragraph refer to EPSDT.
9. Medi-Cal Administrative Activities (MAA). City shall comply with the policies and procedures required by the MAA Plan submitted by City and approved by State of California.

10. General Provisions.

- A. Where direct services are provided under this Agreement, a bill for charges for said services shall be generated by County and issued to the individual or an available third party payee. Billings to individuals shall be in accordance with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State Director of Mental Health.
- B. The federal government, State of California, County or BHCS, and/or their applicable audit agencies, shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of City which pertain to services performed hereunder and determination of amounts payable.
- C. City shall use the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State Director of Mental Health (non-billing programs excluded). City shall implement compatible collection procedures to collect charges from individuals/patients whose care is reimbursable under this Agreement as are presently used to collect charges from individuals/patients whose care is not reimbursable by this Agreement. Any and all applicable medical or hospital insurance, or other health coverage afforded by the individual/patient shall be utilized.

**EXHIBIT C
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 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
G	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name 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 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 require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

**DEPARTMENT OF INDUSTRIAL RELATIONS
SELF-INSURANCE PLANS**

2265 Watt Avenue, Suite 1
Sacramento, CA 95825
Phone No. (916) 483-3392
FAX (916) 483-1535



October 26, 1999

Public File No. 7149

Ms. Marge Ann C. Vrooman
Workers' Compensation Analyst
CITY OF BERKELEY PERSONNEL DEPARTMENT
1947 Center Street
Berkeley, California 94704

Dear Ms. Vrooman:

We are in receipt of your letter dated October 13, 1999, requesting a duplicate Certificate of Consent to Self Insure for City of Berkeley, Certificate No. 7170.

Attached you will find the duplicate Certificate of Consent to Self Insure for the City of Berkeley, effective January 1, 1979.

Should you have any questions regarding this matter, please give me a call.

Sincerely,

MARK B. ASHCRAFT
Manager

/lch
attachment
Certificate

99 OCT 28 10:13

01/01/99

DEPARTMENT OF INDUSTRIAL RELATIONS
SELF-INSURANCE PLANS

2265 Watt Avenue, Suite 1
Sacramento, CA 95825
Phone No. (916) 483-3392
FAX (916) 483-1535

CITY OF BERKELEY
HUMAN RESOURCES DEPT.



2002 NOV -4 PM 12:06

CERTIFICATION OF SELF-INSURANCE
OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure
No. 7149 was issued by the Director of Industrial Relations
to:

CITY OF BERKELEY

under the provisions of Section 3700, Labor Code of
California, on January 1, 1979. The Certificate is now and
has been in full force and effective since that date.

Dated at Sacramento, California
This 31st day of October, 2002



MARK E. ASHCRAFT, Manager
Self Insurance Plans

Orig: Tammy Mendoza
Paralegal Assistant
Gaylord & Nantais
4001 Atlantic Avenue
Long Beach, CA 90807

cc: Marge Ann Vrooman
Workers' Compensation Analyst
City of Berkeley
2180 Milvia St., 1st Fl.
Berkeley, CA 94704

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

City of Berkeley

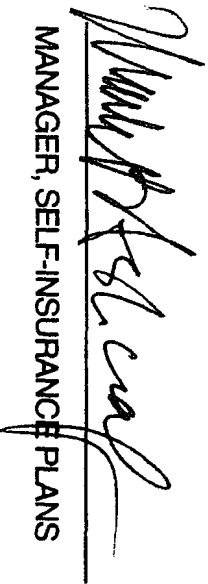
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE DATE: January 1, 1979

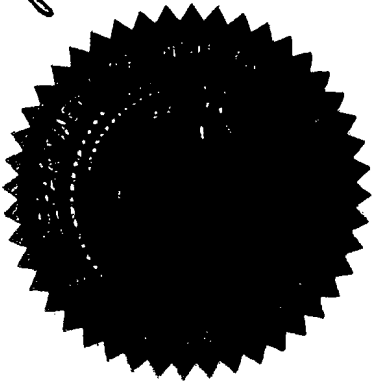
DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

MANAGER, SELF-INSURANCE PLANS



DIRECTOR, DEPARTMENT OF INDUSTRIAL RELATIONS





Original Effective Date :



To Linh Campero

From David Sammons
410-559-8849
David.sammons@zurichna.com

Date 6/09/11

Subject Bay Cities Joint Powers Insurance Authority

Dear Linh:

Thank you for the order on the crime coverage for the Bay Cities Joint Powers Insurance Authority. Please allow this correspondence to serve as confirmation that we have bound coverage as follows:

**Insured: Bay Cities Joint Powers Insurance Authority
75 Rowland Way #200
Novato, CA 94945**

**Company: The Fidelity and Deposit Company of Maryland
1400 American Lane
Schaumburg, IL 60196**

Coverage: Governmental Crime

Policy Term: 7/1/11 to 7/1/14

Binder Term: 7/1/11 to 9/1/11



June 28, 2011
Page 2

Crime Limits:

Coverage	Limit	Deductible
Agreement 1 Employee Theft Per loss	\$1,000,000	\$5,000
Agreement 2 Employee Theft Per Employee	N/A	N/A
Agreement 3 Forgery	\$1,000,000	\$5,000
Agreement 4 Inside M&S	\$1,000,000	\$5,000
Agreement 5 Inside Other Property	\$1,000,000	\$5,000
Agreement 6 Outside Coverage	\$1,000,000	\$5,000
Agreement 7 Computer Fraud	\$1,000,000	\$5,000
Agreement 8 Funds Transfer	\$1,000,000	\$5,000
Agreement 9 Money Orders	\$1,000,000	\$5,000

Endorsements:

Endorsements as Expiring

Three Year Prepaid \$43,457

Commission : 15%

Policy Number: CCP0046207-09

This binder shall terminate automatically upon the expiration date shown above, or upon issuance of the policy, whichever occurs first. A short rate premium charge will be made for this binder unless the policy is issued by the Company and accepted by the entity referred to above. The Company reserves the right to modify the policies, terms and conditions upon underwriting review of any information received.

If you have any questions or concerns, please contact me. We sincerely appreciate the opportunity to serve both you and your client. Please contact me if I can be of any further assistance. Thank you.

David Sammons Jr.
Underwriter
David Sammons Jr.

Bay Cities Joint Powers Insurance Authority
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
(916) 244-1170 ~ (916) 244-1199

Liability Certificate of Coverage
Additional Covered Party
Certificate Number: 2011-5004

Certificate Holder: Alameda County Behavioral Health Care Services

Attn: Marlene Gold
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606

Covered Party: City of Berkeley

Description of Covered Activity: As respects the contract between the County of Alameda and the City of Berkeley for Mental Health Specialty Services; the County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers are additional covered parties with regard to any negligent acts or omissions of the City of Berkeley, its officers, officials, employees or volunteers.

Memo Policy Number: BCJPIA 2011-1GL

Effective Date: 10/6/2011

Limits: \$1,000,000 (per occurrence)

Expiration Date: 7/1/2012

The Following Coverage is in effect: General and automobile liability as defined in the memorandum of coverage on file with the covered party named above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the memorandum of coverage of the Bay Cities Joint Powers Insurance Authority, which is available for your review upon request.

Pursuant to Section (c) of the definition of 'Covered Party' in the memorandum of coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

Coverage is in effect as stated above and will not be canceled, limited, or allowed to expire except upon 30-days written notice to the certificate holder.

Date Issued: 10/12/2011

Renewal: Yes

Excess Coverage Included: No

Risk Manager:



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 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to §___ 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 (\$300,000 if the fiscal year ended before January 1, 2004) or more must have a single audit in accordance with §___ 500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §___ 235 of OMB Circular A-133.
2. Less than \$500,000 (\$300,000 if the fiscal year ended before January 1, 2004) are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §___ 230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT APPEALS AND RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. 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 these audit requirements.

Revised 6/22/04

Exhibit E
Business Associate Provisions
(HIPAA)

Regulatory References. All references to regulatory sections, parts and subparts in this Exhibit are to Title 45 of the Code of Federal Regulations as in effect or as amended, unless otherwise specified.

Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

Business Associate. "Business Associate" shall mean **City of Berkeley**.

Covered Entity. "Covered Entity" shall mean the County of Alameda, Behavioral Health Care Services, a part of the County of Alameda "hybrid entity" subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").

Individual. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

Protected Health Information. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law. "Required by law" shall have the same meaning as the term "required by law" in section 164.501.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations Related to the Uses and Disclosures of PHI

- (a) Business Associate acknowledges and agrees that all PHI that is created or received in any form (including paper record, oral communication, audio recording and electronic display) by Business Associate on Covered Entity's behalf or is created or received in any such form by Covered Entity or its operating units and disclosed or made available to Business Associate pursuant to this Agreement shall be subject to these additional provisions and to the provisions of the Privacy Rule as currently written or subsequently amended. In the event of

a conflict between the terms of this Exhibit and the provisions of the Privacy Rule currently in effect, the provisions of the Privacy Rule shall control.

(b) Business Associate may use or disclose PHI as follows:

- (1) Business Associate provides services for the Covered Entity that involve the use of PHI which services are described in this Agreement. Except as otherwise specified herein, Business Associate may use PHI to the limited extent necessary to perform its obligations as set forth in this Agreement. In so doing, Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees and to its subcontractors and agents in conformity with the provisions of paragraph (g) below. Uses and disclosures of PHI in connection with the performance of functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, are permitted provided that such uses or disclosures would not violate the Privacy Rule if done by Covered Entity.
 - (2) Business Associate may use and disclose PHI as permitted in Sections 164.502(j)(1) and 164.504.
- (c) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- (d) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- (e) 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 Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
- (f) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in this Agreement.
- (g) Business Associate agrees to ensure that any employee or agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this Agreement without the advanced consent of Covered Entity.
- (h) 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 the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate further agrees that upon written request, it will make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and or disclosure of PHI to the Covered Entity within a reasonable time period for purposes of enabling the Covered Entity to determine Business Associate's compliance with the terms of this Agreement.

- (i) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.
- (j) Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such documentation and other related information to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Obligations upon Termination or Expiration of Agreement

- (k) Covered Entity has the right to terminate this Agreement as set forth in this Agreement and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (l) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- (m) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (n) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (o) *Survival.* In addition to the provisions with respect to survival as set forth in this Agreement, the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.
- (p) *Third Parties.* Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities except as expressly stated in the Privacy Rule.

- (q) *Preemption.* The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. 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 Agreement.
- (r) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

Revised 6/25/03

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: _____

PRINCIPAL: _____

City Manager
TITLE: ~~Executive Director~~

SIGNATURE: *Clitain Deq*

DATE: 9-28-11

A hand with the index finger pointing to the word "Help" written in white chalk on a black background. The word is written in a large, textured, hand-drawn font.

49

Daytime Crisis Line

510-981-5244

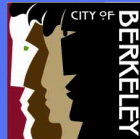
Monday through Friday

11:30 AM - 4:00 PM

**City of Berkeley
Mental Health**



If you are experiencing a mental health crisis or are worried about someone else, a trained counselor on the crisis line will be available to talk directly to you about your concerns, connect you to the right resources, and determine if an immediate in-person evaluation for safety is needed.



City of Berkeley
Mental Health



MONDAY TO FRIDAY 11:30AM TO 4:00PM

DAYTIME CRISIS LINE

(510) 981-5244

If you are experiencing a mental health crisis or are worried about someone else, a trained counselor on the crisis line will be available to talk directly to you about your concerns, connect you to the right resources, and determine if an immediate in-person evaluation for safety is needed.

**CRISIS LINE OFFERS SUPPORT, CONSULTATION
AND RESOURCES**

Daytime Crisis Line

51

Monday to Friday 11:30 AM to 4:00 PM

510-981-5244

If you are experiencing a mental health crisis or are worried about someone else, a trained counselor on the crisis line will be available to talk directly to you about your concerns, connect you to the right resources, and determine if an immediate in-person evaluation for safety is needed.

City of Berkeley -Mental Health



Daytime Crisis Line

510-981-5244

52

This new crisis line offers support, consultation and resources

Supporting all in our
community is critical to
creating a healthy
environment



City of Berkeley
Mental Health



CITY OF BERKELEY
 Established Date: Dec 1, 1988
 Revision Date: Oct 6, 2008

Manager of Mental Health Services

Class Code:
13390

Bargaining Unit: Public Employees Union, Local One

SALARY RANGE

\$65.05 - \$78.61 Hourly
 \$5,203.74 - \$6,288.42 Biweekly
 \$11,274.78 - \$13,624.90 Monthly
 \$135,297.34 - \$163,498.82 Annually

DESCRIPTION:

DEFINITION

Under administrative direction, manages the Mental Health Division; provides expert professional assistance to City staff and the public in mental health promotion and service delivery activities; performs related work as assigned.

CLASS CHARACTERISTICS

This single position class plans, organizes and directs Mental Health division programs, activities and the work of mental health professional and support staff. The incumbent is responsible for ascertaining community mental health needs, recommending programs to meet those needs, and directing their development and implementation. This class is distinguished from the Director of Health and Human Services in that the latter has overall management responsibility for Health Promotion, Environmental and Mental Health, and Seniors, Youth and Recreation divisions.

EXAMPLES OF DUTIES:

The following list of duties is intended only to describe the various types of work that may be performed and the level of technical complexity of the assignment(s) and is not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement.

1. Develops and directs the implementation of goals, objectives, policies and procedures and work standards for the Mental Health division;
2. Oversees preparation and administration of the division's budget;
3. Works closely with other division heads in the department and other City staff to provide mental health comprehensive services to City residents and to solve a broad range of service, delivery, community and administrative problems;
4. Plans, organizes, assigns, reviews, evaluates and directs the work of assigned staff;
5. Selects staff and provides for their training and professional development;
6. Interprets City policies and procedures to employees;
7. Confers with and provides professional assistance to City departments on mental health and related matters;
8. Provides technical direction and consultation for all clinical and field mental health practices;
9. Establishes policies, priorities, and standards of practice for all mental health programs and services including developing procedures for quality assurance, including programs and project monitoring, evaluation and cost effectiveness; ensures program adherence to federal laws, regulations, state statutes, city ordinances, and policies; identifies funding sources;

10. Develops mental health service programs through written proposals, grant applications and justifications, and cooperates with other decision makers and agencies; plans, develops, coordinates, and evaluates policies and procedures with respect to specialized programs;
11. Evaluates results of program activities and determines, recommends and implements changes as necessary;
12. Maintains knowledge of current public mental health issues and topics;
13. Monitors developments related to mental health matters and evaluates their impact on City mental health programs and operations and recommends and implements policy and procedural improvements;
14. Performs related duties as assigned.

KNOWLEDGE AND ABILITIES:

Note: The level and scope of the knowledge and skills listed below are related to job duties as defined under Class Characteristics.

Knowledge of:

1. Principles and practices of mental health administration;
2. Principles and practices of program management including development of funding sources, grant and proposal preparation, program evaluation and fiscal management;
3. Applicable city, state and federal guidelines and laws regulating mental health practices, programs and services;
4. Methods and procedures for developing and evaluating program quality control, assurance and effectiveness;
5. Mental health care program funding sources and costs of mental health care services;
6. City, county and state welfare and social service programs and agencies;
7. Methods and procedures for collecting and compiling demographic and statistical mental health data;
8. Administrative principles and practices, including budgeting, goals and objectives development, work control and staff supervision;
9. Principles and practices of public health education and teaching.

Skill in:

1. Planning, organizing, assigning, directing, reviewing and evaluating the work of assigned staff;
2. Selecting, motivating and evaluating staff and providing for their training and professional development;
3. Utilizing demographic and statistical data and information to evaluate community mental health needs;
4. Exercising sound independent judgment within general policy guidelines;
5. Identifying the cultural patterns influencing community health practices;
6. Developing, implementing and coordinating mental health programs;
7. Evaluating the effectiveness of mental health programs and making sound recommendations for improvements;
8. Representing the City in contacts with City officials, community and other agencies, and the public;
9. Preparing clear and complete reports and other written correspondence;
10. Establishing and maintaining cooperative working relationships with a variety of citizens, public and private organizations, boards and commissions and City staff.

MINIMUM QUALIFICATIONS:

A TYPICAL WAY OF GAINING THE KNOWLEDGE AND SKILLS OUTLINED ABOVE IS:

Equivalent to graduation from a college or university with major coursework in clinical psychology, social work, public health administration, public or hospital administration and five (5) years of progressively responsible professional

mental health program experience which included two (2) years at the supervisory level. A master's degree in clinical or community psychology or a doctorate in social work or psychology is desirable.

OTHER REQUIREMENTS

Must possess a valid California driver's license and have a satisfactory driving record.

Works-Wright, Jamie

From: C schwartz <cschwartz29@yahoo.com>
Sent: Sunday, July 28, 2019 12:07 AM
To: C schwartz
Subject: City of Berkeley - week of 7/17/19 - Police Review Com. Reg. & Sub. Mtgs & Com. on Disability & Peace & Justice CPRD from 5/8/19

July 27, 2019

Hello All,

Thank you for your interest in watching City of Berkeley meetings. Please find the above, below.

If you wish or have other meetings that interest you that I am not filming already, please let me know. If I can, I will try my best.

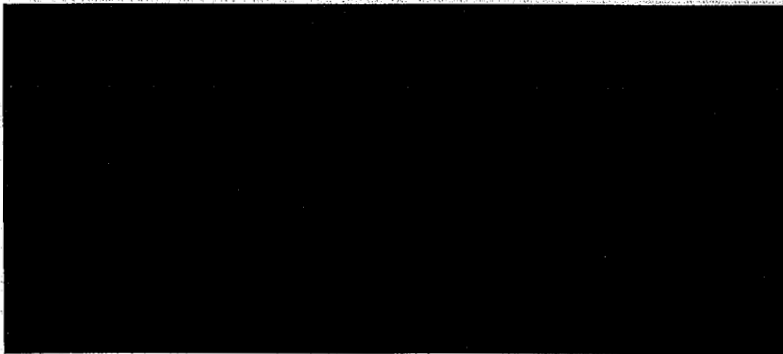
Lastly, I hope that these videos are useful in some way & that you all have a nice summer break.

Best regards,

Christine Schwartz
Community Volunteer Videographer

If anyone wishes off this email, please let me know. Just trying to do my best in outreaching current important discussions regarding important issues.

[City of Berkeley Police Review Commission PRC LEXIPOL Sub, July 24, 2019 by Christine Schwartz](#)



**City of Berkeley Police Review Commission PRC
LEXIPOL Sub, July 24, 2019...**

Commissioners Perezvelez (Chair), Ramsey, Roberts
AGENDA Wednesday, July 24, 2019 South Berkeley Senior
Center 5...

[City of Berkeley, CA - POLICE REVIEW COMMISSION REG MTG - July 24, 2019 by Christine Schwartz](#)



**City of Berkeley, CA - POLICE REVIEW
COMMISSION REG MTG - July 24, 2019 ...**

City of Berkeley, CA - POLICE REVIEW COMMISSION
REGULAR MEETING - AGENDA Wednesday, July 24, 2019
South Berkeley...

Commission On Disability & Peace & Justice 2nd Annual CPRD by Christine Schwartz



**Commission On Disability & Peace & Justice
2nd Annual CPRD by Christine ...**

Convention on the Rights of Person's with Disabilities,
CPRD "Access & Disability Rights" May 8, 2019