

File No. 191023

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 30, 2019

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
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- Ordinance
- Legislative Digest
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- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
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- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Request For Proposal
- _____
- _____
- _____
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- _____
- _____
- _____

Completed by: Linda Wong

Date October 25, 2019

Completed by: Linda Wong

Date _____

1 [Grant Agreement Amendment - The Regents of the University of California - Community
2 Assessment and Services Center - Not to Exceed \$18,007,010]

3 **Resolution approving a first amendment to the grant agreement between the Adult**
4 **Probation Department and The Regents of the University of California, on behalf of its**
5 **San Francisco Campus, for the operation of the Community Assessment and Services**
6 **Center, to increase the grant funding by \$12,207,010 for a total amount of \$18,007,010**
7 **and extend the performance period for three years for a total term of November 17,**
8 **2017, through October 31, 2022.**

9
10 WHEREAS, The Mission of the Adult Probation Department (“ADP”) is to achieve
11 excellence in community corrections, public safety and public service through the integration
12 of evidence based practices and a victim centered approach for supervision strategies, to
13 collaborate with law enforcement, Courts, Department of Public Health, victim organizations
14 and community based organizations to provide a unique blend of enforcement, justice and
15 treatment, to extend a continuum of integrated services to address its clients’ criminogenic
16 needs and empower them to become productive law-abiding citizens; and

17 WHEREAS, In 2011 California enacted Assembly Bill 109 (“AB 109”), which initiated
18 criminal justice realignment and ignited funding and policy shifts focused on more robust
19 integration of evidence based, innovative strategies into probation department work; and

20 WHEREAS, ADP created both Intensive Supervision Services and Reentry Divisions
21 on the heels of criminal justice realignment to address additional probation supervision and
22 reentry services needs of its clients; and

23 WHEREAS, ADP’s utilizes a risk assessment tool, which clearly defines the broad
24 range of challenges faced by its clients including behavioral health, housing, employment,
25 education, and life skills deficiencies; and

1 WHEREAS, ADP conducted research to determine that a broad range of client needs
2 could be efficiently addressed by establishing a one-stop services center that co-locates
3 reentry services and supervision strategies; and

4 WHEREAS, ADP completed a competitive solicitation process and entered into a grant
5 agreement with The Regents of the University of California, on behalf of its San Francisco
6 Campus ("UCSF") to operate the one-stop services center known as the Community
7 Assessment and Services Center ("CASC") for the period of November 1, 2017, to October
8 31, 2019, with a not-to-exceed amount of \$5,800,000; and

9 WHEREAS, Since 2017, UCSF has effectively operated the CASC and provided
10 services, including substance dependency, mental health and other reentry classes, for
11 between 120 to 150 clients per day; and

12 WHEREAS, ADP seeks to extend the term for UCSF to operate the CASC for three
13 years to October 31, 2022; and

14 WHEREAS, ADP obtained approval of funding for these services during the annual
15 appropriation ordinances of FYs 2019-2020 and 2020-2021; and

16 WHEREAS, Charter, Section 9.118, requires that any agreement with anticipated
17 expenditures of ten million dollars (\$10,000,000) must be approved by the Board of
18 Supervisors; and

19 WHEREAS, ADP seeks to amend the grant with UCSF to operate the CASC to
20 increase funding from \$5,800,000 to \$18,007,010; and

21 WHEREAS, The proposed grant amendment ("Amendment") is on file with the Clerk of
22 the Board of Supervisors in File No. 191023, which is hereby declared to be a part of this
23 resolution as if set forth fully herein; now, therefore, be it

24 RESOLVED, That the Board of Supervisors hereby authorizes the Chief Adult
25 Probation Officer or her designee to execute the First Amendment to increase the total not to

1 exceed amount of the grant agreement to \$18,007,010 and to extend the performance period
2 three years to October 31, 2022; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the Amendment being fully
4 executed by all parties the Chief Adult Probation Officer or her designee shall provide the final
5 Amendment to the Clerk of the Board for inclusion into the official file.

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| <p>Item 5 File 19-1023</p> | <p>Department: Adult Probation Department (ADP)</p> |
| <p>EXECUTIVE SUMMARY</p> | |
| <p style="text-align: center;">Legislative Objectives</p> | |
| <ul style="list-style-type: none"> • The proposed resolution would approve the first amendment to the grant agreement between the Adult Probation Department (Adult Probation) and University of California, San Francisco (UCSF) to operate the Community Assessment and Services Center (CASC), extending the term by three years, for a total term of five years from November 2017 through October 2022, and increasing the not-to-exceed amount by \$12,207,010, for a total not to exceed \$18,007,010. | |
| <p style="text-align: center;">Key Points</p> | |
| <ul style="list-style-type: none"> • In 2011, California enacted Assembly Bill 109 (AB 109), the Public Safety Realignment initiative, to reduce prison populations by improving criminal justice practices and providing funding for community supervision and reentry services. To comply with the law, Adult Probation established the CASC, located at 564 6th Street, to provide a one-stop client reentry center. • In June 2017, ADP issued a Request for Proposals (RFP) for a behavioral health and reentry services provider at CASC. UCSF was deemed the highest scoring responsive and responsible proposer and was awarded a grant agreement for a term of two years, from November 2017 through October 2019, and amount not to exceed \$5,800,000, with a three year option to extend. The initial grant agreement term expires on October 31, 2019, and Adult Probation and UCSF have agreed to exercise the option to extend through October 2022. | |
| <p style="text-align: center;">Fiscal Impact</p> | |
| <ul style="list-style-type: none"> • The proposed first amendment would increase the not-to-exceed amount of the grant agreement by \$12,207,010, for a total not to exceed \$18,007,010. The three-year extension term would be fully funded by State funds. | |
| <p style="text-align: center;">Recommendation</p> | |
| <ul style="list-style-type: none"> • Approve the proposed resolution. | |

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

In 2011, the California State Legislature and Governor enacted Assembly Bill 109 (AB 109), the Public Safety Realignment initiative. AB 109, along with Senate Bill 678 (SB 678), sought to reduce prison populations by improving criminal justice practices and providing funding for community supervision and reentry services. To comply with the law, the Adult Probation Department conducted extensive staff training and launched new reentry services.

The Adult Probation Department established the Community Assessment and Services Center (CASC), located at 564 6th Street, to provide a one-stop client reentry services center. Along with probation and reentry, the CASC provides healthcare, behavioral health, income benefits enrollment, child support, case management, substance abuse, a 5 Keys Charter High School, employment readiness and job placement, and housing placement services.

In June 2017, the Department issued a Request for Proposals (RFP) for a behavioral health and reentry services provider at CASC. The RFP was for a two-year contract at an amount of approximately \$5,800,000, with an option to extend for an additional three years. The Department received two proposals, which were reviewed and scored by a three-member evaluation panel, as shown in Table 1 below.

Table 1: Proposals and Scores from RFP

| Proposer | Score |
|-------------------------------|-------|
| UCSF Citywide Case Management | 92.83 |
| HealthRIGHT 360 ¹ | 78.93 |

The University of California, San Francisco (UCSF) was deemed the highest scoring responsive and responsible proposer. The Adult Probation Department and UCSF agreed to a two-year grant agreement, from November 2017 through October 2019, at an amount not to exceed \$5,800,000, and a three-year option to extend the term through October 2022. The contract did not require Board of Supervisors approval because it did not exceed 10 years or \$10,000,000.

The grant agreement expires October 31, 2019. The Adult Probation Department and UCSF have agreed to exercise the option to extend through October 2022.

¹ HealthRIGHT 360 scored below the minimum score of 80 required to advance to the interview stage.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first amendment to the grant agreement between the Adult Probation Department and UCSF, extending the contract by three years through October 2022, and increasing the not-to-exceed amount by \$12,207,010, for a total not to exceed \$18,007,010.

According to Ms. Veronica Martinez, Adult Probation Department Finance and Administrative Services Division, UCSF provides services to approximately 130 unduplicated clients per day. Services include substance dependency, mental health, and reentry classes, as well as medication distribution services. UCSF also provides facilities management for 564 6th Street.

According to Ms. Martinez, UCSF will add a net of 2.4 full time equivalent (FTE) position in the extension term. UCSF will add a 1.0 FTE Clinical Social Worker position, a 1.0 FTE Clinical Supervisor position, and a 0.5 FTE Administrative Support position, while removing a vacant 0.1 FTE Psychiatrist position.

According to Ms. Martinez, UCSF has met or exceeded all performance measures for the grant agreement.²

FISCAL IMPACT

The proposed first amendment would increase the not-to-exceed amount of the grant agreement by \$12,207,010, for a total not to exceed \$18,007,010. The agreement budget is shown in Table 2 below.

Table 2: Grant Agreement Budget

| Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Salaries | \$1,100,794 | \$1,736,697 | \$2,099,962 | \$2,166,898 | \$2,221,071 | \$9,325,423 |
| Benefits | 422,487 | 735,491 | 839,985 | 866,759 | 888,428 | 3,753,151 |
| Operating Expense | 341,331 | 832,573 | 612,656 | 607,772 | 604,784 | 2,999,115 |
| <i>Subtotal</i> | <i>\$1,864,612</i> | <i>\$3,304,762</i> | <i>\$3,552,602</i> | <i>\$3,641,430</i> | <i>\$3,714,283</i> | <i>\$16,077,689</i> |
| Indirect Cost (12%) | 223,753 | 396,571 | 426,312 | 436,972 | 445,713 | 1,929,322 |
| Total | \$2,088,365 | \$3,701,333 | \$3,978,915 | \$4,078,401 | \$4,159,996 | \$18,007,010 |

According to Ms. Martinez, the Department expects to fully expend the \$5,800,000 not-to-exceed amount of the original grant agreement by the expiration date. The grant agreement is fully funded by State funds.

RECOMMENDATION

Approve the proposed resolution.

² Performance measures include: (i) 100 percent of referrals tracked on the Adult Probation Department's tracking document; (ii) 100 percent of assessed clients assigned to the appropriate case management level; (iii) 100 percent of case managed clients receiving an individual treatment plan; (iv) clinical caseloads remaining at least 90 percent of capacity of 120 slots; and (v) reentry caseloads remaining at least 90 percent of capacity of 100 slots.

**City and County of San Francisco
Adult Probation Department**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **October 1, 2019**, in San Francisco, California, by and between **The Regents of the University of California, on behalf of its San Francisco Campus** ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Chief Adult Probation Officer.

Recitals

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the not to exceed amount, and to update and relabel Appendix B; and

WHEREAS, the Agreement was competitively procured through RFP#APD2017-03 issued on June 1, 2017, and this modification is consistent therewith; and

NOW, THEREFORE, Grantee and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated November 1, 2017 between Grantee and City.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

(s) "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security

aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164).

2.2 Management of Private, Proprietary or Confidential Information and City Data. *The following is hereby added and incorporated into Article 12 of the Agreement:*

12.1 Management of Private, Proprietary or Confidential Information and City Data.

12.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Grantee within the meaning of San Francisco Administrative Code Chapter 12M, Grantee and subgrantee shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Grantee is subject to the enforcement and penalty provisions in Chapter 12M.

12.1.2 Confidential Information. In the performance of Services, Grantee may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Grantee, such information must be held by Grantee in confidence and used only in performing the Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent Grantee would use to protect its own proprietary or Confidential Information.

12.1.3 Access to City Data. City shall have reasonable access to all data given to Grantee by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print.

12.1.4 Use of City Data and Confidential Information. Grantee agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Grantee shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Grantee's staff assigned to this project on a need-to-know basis only. Grantee is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Grantee's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Grantee, subgrantees or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

12.1.5 Disposition of Confidential Information. Upon termination of Agreement or request of City, Grantee shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Grantee has received written confirmation from City that Confidential Information has been successfully transferred to City, Grantee shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Grantee has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Grantee in whatever medium. Grantee shall provide City with written certification that such purge occurred within five (5) business days of the purge.

12.1.6 Notification of Legal Requests. Grantee shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Grantee by City in the performance of this Agreement

("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Grantee shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Grantee shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Grantee, independent of where the City Data is stored.

2.3 **Withholding.** *The following is hereby added to Article 7 of the Agreement:*

7.3 **Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

2.4 **Limitations on Contributions.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

10.11 **Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Grantee; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.5 **Distribution of Beverages and Water.** *The following is hereby added to Article 16 of the Agreement, replacing the previous Section 16.18 in its entirety:*

16.18 Distribution of Beverages and Water.

16.18.1 Sugar-Sweetened Beverage Prohibition. Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

16.18.2 Packaged Water Prohibition. Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

2.6 **Article 3.2.** *Article 3.2 Duration of Term of the Agreement currently reads as follows:*

The term of this Agreement shall commence on the later of (a) **NOVEMBER 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **OCTOBER 31, 2019**. With option to extend the term of the agreement for an additional three-year term at the City's sole discretion.

Such section is hereby amended in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) **NOVEMBER 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **OCTOBER 31, 2022**.

2.7 **Article 5.1.** *Article 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:*

In no event shall the amount of Grant Funds disbursed hereunder exceed **FIVE MILLION, EIGHT HUNDRED THOUSAND** Dollars (**\$5,800,000**).

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **EIGHTEEN MILLION SEVEN THOUSAND TEN** Dollars (**\$18,007,010**).

2.8 **Appendix B.** *Appendix B Calculation of Charges of the Agreement currently reads as follows:*

Appendix B—Calculation of Charges

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below.

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;

- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office and program supplies; and
- (4) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant should such funds ever supply all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses.

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

- 1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
- 2. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
- 3. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

BUDGET

| ADULT PROBATION DEPARTMENT SUMMARY | | | |
|---|-----------------------|-----------------------|---------------------|
| Proposer's Name: UC Regent | | | |
| (Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/> | | | |
| If modification, Effective Date of Mod. | | No. of Allocation | |
| Program: Adult Probation Department | | | |
| Budget Reference Page No.(s) APD# 2-4 | Year One | Year Two | |
| Program Term | 11/01/2017-10/31/2018 | 11/01/2018-10/31/2019 | Total |
| Expenditures | | | |
| Salaries | \$ 1,376,317 | \$ 1,692,575 | \$ 3,068,892 |
| Benefits | \$ 584,935 | \$ 719,344 | \$ 1,304,279 |
| Operating Expense | \$ 448,927 | \$ 356,474 | \$ 805,401 |
| Subtotal | \$ 2,410,178 | \$ 2,768,394 | \$ 5,178,572 |
| Indirect Percentage Rate not to exceed 12% | 12.00% | 12.00% | \$ 0 |
| Indirect Cost | \$ 289,221 | \$ 332,207 | \$ 621,429 |
| Total Expenditures | \$ 2,699,400 | \$ 3,100,601 | \$ 5,800,000 |
| Prepared by: Constance Revore _____ | | Date: _____ | |
| Approved by: Tonya Jones _____ | | | |
| APD Division Director | | | |

Such Appendix, Appendix B is hereby amended in its entirety and relabeled Appendix B-1 to read as follows:

Appendix B-1—Calculation of Charges

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below. The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) within the scope of the applicable Budget line item; and
- (d) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office and program supplies;
- (4) capital expenses which must follow the guidelines set forth by the City and County of San Francisco Office of the Controller. More information here:
<https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants%20Version%201.2.pdf>, and
- (5) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant should such funds ever supply all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses no

later than the 15th of each month for services provided in the previous month. Additionally, the City's Program Manager must approve all purchases for a single item that exceeds \$500.

Gift Card Tracking and Submission Requirements

Gift Card Tracking Requirements

Grantee is responsible to track the purchase and distribution of gift cards at all times. The City's Program Manager will provide a gift card/voucher tracking log(s), and track the following information:

- a) Date Gift Card/Voucher was issued
- b) # of Gift Cards distributed to the client on that date
- c) Type of Gift Card/Voucher
- d) \$ Amount of Gift Card/Voucher
- e) Client's SF#
- f) Client Name (printed)
- g) Client Signature
- h) Justification/Reason for providing the client with the Gift Card/Voucher
- i) Staff Signature

Once all gift cards have been distributed, Grantee shall submit a copy of their gift card/voucher tracking log(s) to the City's Program Manager. The log(s) must include the month in which the purchase of the gift cards will be invoiced to the City APD.

Gift Card Submission Requirements

- Each time a batch of gift cards is purchased, you're responsible to track distribution as per the above bullet point.
- Once all the cards in a batch have been distributed, you'll need to submit a copy of the gift card distribution tracking log to the City's Program Manager overseeing your contract and write on the log what month you invoiced APD for the purchase of the gift cards.

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
2. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
3. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

BUDGET

| ADULT PROBATION DEPARTMENT SUMMARY | | | | | | | | |
|--|---------------------------------|---|---------------------------------|--|-----------------------------------|----------------------------------|----------------------------------|--------------------------|
| Proposer's Name: UC Regent | | | | | | | | |
| (Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/> | | | | | | | | |
| No. of Allocation \$ | | | | | | | | |
| Program: Community Assessment and Services Center (CASC) | | | | | | | | |
| | FY 2017-18 | | FY 2018-19 | | FY 2019-20 | FY 2020-21 | FY 2021-22 | |
| | Allocation Year One (12-months) | Allocation Year One Actuals (12-months) | Allocation Year Two (12-months) | Allocation Year Budget Mod (12-months) | Allocation Year Three (12-months) | Allocation Year Four (12-months) | Allocation Year Five (12-months) | |
| Budget Reference Page No.(s) APD# 2-4 | | | | | | | | |
| Program Term | 11/01/2017-10/31/2018 | 11/01/2017-10/31/2018 | 11/01/2018-10/31/2019 | 11/01/2018-10/31/2019 | 11/1/2019-10/31/2020 | 11/1/2020-10/31/2021 | 11/1/2021-10/31/2022 | Total |
| Expenditures | | | | | | | | |
| Salaries | \$ 1,376,317 | \$ 1,100,794 | \$ 1,692,676 | \$ 1,736,697 | \$ 2,099,962 | \$ 2,166,898 | \$ 2,221,071 | \$ 9,325,423 |
| Benefits | \$ 684,936 | \$ 422,487 | \$ 719,344 | \$ 735,491 | \$ 839,995 | \$ 866,759 | \$ 888,428 | \$ 3,763,151 |
| Operating Expense | \$ 448,927 | \$ 341,331 | \$ 396,474 | \$ 832,673 | \$ 612,656 | \$ 607,772 | \$ 604,784 | \$ 2,969,115 |
| Subtotal | \$ 2,410,178 | \$ 1,864,612 | \$ 2,768,394 | \$ 3,304,762 | \$ 3,552,602 | \$ 3,641,430 | \$ 3,714,283 | \$ 16,077,689 |
| Indirect Percentage Rate not to exceed 12% | 12.00% | 12.00% | 12.00% | 12.00% | 12.00% | 12.00% | 12.00% | 12.00% |
| Indirect Cost | \$ 289,221 | \$ 223,763 | \$ 332,207 | \$ 396,571 | \$ 426,312 | \$ 436,972 | \$ 445,713 | \$ 1,929,322 |
| Total Expenditures | \$ 2,699,400 | \$ 2,088,365 | \$ 3,100,601 | \$ 3,701,333 | \$ 3,978,915 | \$ 4,078,401 | \$ 4,159,996 | \$ 18,007,010 |
| Prepared by: Tonya Jones, Fiscal Analyst-APD | | | | | | | | Date: September 26, 2019 |
| Approved by: Steve Adams, Program Manager-APD | | | | | | | | |
| APD Division Director | | | | | | | | |

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.


Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

Adult Probation Department

By: 
Karen L. Fletcher
Chief Adult Probation Officer

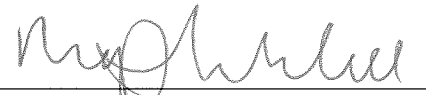
Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Jana Clark
Deputy City Attorney

GRANTEE:

The Regents of the University of California, on
behalf of its San Francisco Campus
Government & Business Contracts

By:  10/2/19
Navjot Mahal-Gill
Title: Contract Specialist

Federal Tax ID #: 94-60364993

City Supplier ID: 9023



CID # 1000008971

**Minimum Compensation Ordinance (MCO)
Exemption and Waiver Request**

If a Contracting Department determines that an agreement qualifies for an Exemption or Waiver from the Minimum Compensation Ordinance (MCO), it shall submit this Exemption and Waiver Request form (P-360) to the Office of Labor Standards Enforcement (OLSE) along with any supporting documentation and certify in writing that the agreement meets the requirement of the particular Exemption or Waiver requested.

Department: Adult Probation Date Submitted: 10/01/2019

Contact Name: Tonya Jones Phone: 415-553-1923

Vendor Name: The Regents of the University of California, Department of Psychiatry, Division of Child & Adolescent Programs Vendor No.: 0000009023

Contract \$ Amount: \$18,007,010

Exemption Request

This transaction is exempt from MCO because: *(Check the appropriate box.)*

- The contract was signed before October 8, 2000, or the contract is based on an RFP issued before October 8, 2000 with no Change Notices issued after that date.
- The number of contractor's employees, plus the number of any parent, subsidiaries, or subcontractor's employee is 5 or fewer (or, for contracts signed before October 14, 2007 or based on an RFP issued before October 14, 2007 with no Change Notices issued after that date, 20 or fewer). Contractor's documentation is attached.
- During this fiscal year, this department's transactions with the contractor, including this contract, total less than \$25,000. This contract's amount for this fiscal year is \$_____. The contractor's total contracts with the City this fiscal year, including this contract, amount to \$_____. (Attach ADPICS Screen 2440, Purchase Orders/Contracts By Name)
- Other: Government Agency. (Reference the MCO Chapter 12P.2 "Definitions" and cite the specific "Excluded Contracts" section (2A) thru (16) under which the Exemption is requested. Documentation may be needed, depending on the exemption, but is not required for contracts with public entities.)

Waiver Request

This transaction is appropriate for a waiver based on the indicated section of Chapter 12P: *(Check the appropriate box; the contracting department must attach documentation.)*

- Sole source. (12P.7(a)) *(Attach the OCA P-21.5(b) Sole Source Waiver Request.)*
- Emergency. (12P.7(b))
- No vendors comply. (12P.7(c))
- Bulk purchasing. (12P.7(d))
- Nonprofit Corporation: economic hardship, impact on services, or no increase in contract allocation to cover CPI increase. Include a statement from the nonprofit corporation. (12P.8)
- PUC. Bulk water, electricity or natural gas; or spinning reserve, voltage control, or loading scheduling. (12P.9)
- Collective Bargaining. Include relevant portions of the collective bargaining agreement. The agreement must explicitly waive MCO benefits. (12P.10)

Department Signature

Request submitted by department head or authorized representative:

Tonya Jones
Signature

Tonya Jones
Print Name

Instructions

ADPICS document number: This is very important. If possible, create the ADPICS document for this transaction before you submit this form. If that is not possible, create the ADPICS document as soon as possible thereafter, and call or e-mail OLSE and give them the number. If you create a requisition, the document # will begin with "RQ." If you create a purchase order, the document # will begin with "PO." If you create a blanket, the document # will begin with "BP."

Contact Name: The person in your office OLSE should call for more information.

Vendor Number: Check the vendor file. In ADPICS, go to screen 9600 (Vendor Name Inquiry), enter the contractor's name and press Enter. If a match comes up, go to screen 9510 (Vendor Header) to confirm it's the correct vendor.

Exemption Category: See the definition of "contract" in 12P.2 for a list of transactions that are exempt from the MCO. The three most common categories are listed. If the exemption is based on the number of employees, keep the original of the contractor's documentation and attach a copy to this form.

Waiver Category: See the indicated sections of Chapter 12P for details on each type of waiver.

Waiver Documentation: OLSE needs documentation to consider your waiver request. If you submit this form without documentation, the request cannot be processed.

Routing Instructions

Send this form (plus any documentation) to OLSE (mco@sfgov.org). Keep copies. After OLSE approves or disapproves the request, OLSE will return the request form to you. The completed Exemption/Waiver Request form, plus any supporting documentation should be attached to the contract package.

Office of Labor Standards Enforcement use only

OLSE Request Code: _____

Action: Approved Disapproved

Signature: Beverly Pojeck Date: 10/1/19

Print Name: Beverly Pojeck

CITY AND COUNTY OF SAN FRANCISCO

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
PATRICK MULLIGAN, DIRECTOR



CID # 1000008971

**Health Care Accountability Ordinance (HCAO)
Exemption and Waiver Request**

If a Contracting Department determines that an agreement qualifies for an Exemption or Waiver from the Health Care Accountability Ordinance (HCAO), it shall submit this Exemption and Waiver Request form (P-365) to the Office of Labor Standards Enforcement (OLSE) along with any supporting documentation and certify in writing that the agreement meets the requirement of the particular Exemption or Waiver requested.

Department: Adult Probation Date Submitted: 10/01/2019

Contact Name: Tonya Jones Phone: 415-553-1923

Vendor Name: The Regents of the University of California, Department of Psychiatry, Division of Child & Adolescent Psychiatry Vendor No.: 0000009023

Contract \$ Amount: \$18,007,010

Exemption Request

This transaction is exempt from HCAO because: *(Check the appropriate box.)*

- The contract was signed before July 1, 2001, or the contract is based on an RFP issued before July 1 with no Change Notices issued after July 1.
- The Contract duration is for less than one year.
- During this fiscal year, this department's transactions with the contractor, including this contract, total less than \$25,000 or less than \$50,000 if the contractor is a nonprofit. This contract's amount for this fiscal year is \$_____. The contractor's total contracts with the City this fiscal year, including this contract, amount to \$_____. *(Attach ADPICS Screen 2440, Purchase Orders/Contracts By Name)*
- Other: (Reference the HCAO Chapter 12Q.2.4 "Contract" and cite the specific "Excluded Contracts" section (a) thru (b)(16) under which the exemption is requested.) Government Agency. (Documentation may be needed, depending on the exemption, but is not required for contracts with public entities.)

Prime Contractor is Exempt, but Subcontractors are not

- The prime contractor is exempt from HCAO because at the time the contractor signed the contract, it, and any parent or subsidiary companies, had 20 or fewer employees if the contractor is a for-profit company, or 50 or fewer employees if the contractor is a non-profit. The number of employees includes any employees the contractor plans to hire to fulfill this contract. The department has attached documentation from the contractor.

Waiver Request

This transaction is appropriate for a waiver based on the indicated section of Chapter 12Q: *(Check the appropriate box.)*

- Collective Bargaining Agreement.** The contracting department has attached documentation, including relevant portions of a bona fide collective bargaining agreement in which all or any portion of the applicable requirements of HCAO is waived, providing such waiver is explicitly set forth in the agreement in clear and unambiguous terms. Sec.12Q.8
- Sole Source.** The contracting department has attached documentation. Sec. 12Q.6(a)(1). Attach OCA P-21.5(b) Sole Source Waiver Request.

- Emergency.** The contracting department has attached documentation. Sec. 12Q.6(a)(2).
- No vendors comply.** The contracting department has attached documentation. Sec. 12Q.6(a)(3).
- Public Interest.** The waiver is needed because HCAO would cause an adverse impact on services or unreasonable adverse financial impact on City. Sec. 12Q.6(a)(4).
- Bulk Purchasing.** The contracting department has attached documentation. Sec. 12Q.6(a)(5)
- PUC.** Bulk water, electricity or natural gas; or spinning reserve, voltage control, or loading scheduling. Sec. 12Q.7.

Department Signature:

Request submitted by department head or authorized representative:

Tonya Jones
Signature

Tonya Jones
Print Name

Instructions

Contact name. The person OLSE should call for more information.

Exemption Category: See the definition of "contract" in 12Q.6 for a list of transactions that are exempt from the HCAO. The four most common categories are listed. Attach documentation as indicated.

Waiver Category: See the indicated sections of Chapter 12Q for details on each type of waiver.

Waiver Documentation: OLSE needs documentation to consider your waiver request. If you submit this form without documentation, the request cannot be processed.

Routing Instructions

Send this form (plus any documentation) to OLSE (hcao@sfgov.org). Keep copies. After OLSE approves or disapproves the request, OLSE will return the request form to you. The completed Exemption/Waiver Request form, plus any supporting documentation should be attached to the contract package.

Office of Labor Standards Enforcement use only!

Action: Approved [] Disapproved

Signature: *Beverly Poyet* Date: 10/1/19

Print Name: Beverly Poyet



CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION

S.F. ADMINISTRATIVE CODE CHAPTERS 12B and 14B
WAIVER REQUEST FORM
(CMD-201)

Send completed waiver requests to:
cmd.waiverrequest@sfgov.org or
CMD, 30 Van Ness Avenue, Suite 200, San Francisco, CA
94102

| |
|--------------------------------|
| FOR CMD USE ONLY |
| Request Number: <u>8839</u> |
| RECEIVED SEP 25 2017 |
| BY: <u>CMD</u> |

Section 1. Department Information

Department Head Signature: Karen L. Mahan
 Name of Department: Adult Probation
 Department Address: 880 Bryant Street Room 200, San Francisco CA 94103
 Contact Person: Verónica Martínez
 Phone Number: (415) 553-9250 E-mail: veronica.martinez@sfgov.org

Section 2. Contractor Information UCSF - SFGH PSYCHIATRY DEPT

Contractor Name: The Regents of the University of California, Department of Psychiatry, Division of Geriatric-Senior Management Programs Vendor No.: V# 0000009023
 Contractor Address: 982 Mission Street, San Francisco CA 94103
 Contact Person: Navjot Mahal-Gill Contact Phone No.: (415) 679-1970

Section 3. Transaction Information

Date Waiver Request Submitted: 9/13/2017 Type of Contract: Transaction #: 8971
November 1, 2017 October 31, 2019 Transaction name: CASC Behavioral Health
 Contract Start Date: October 1, 2017 End Date: September 30, 2019 Professional Services services
 Dollar Amount of Contract: \$ \$5,800,000.00
10-31-2022 TW 10-2-19 \$18,007,010 TW 10-2-19

Section 4. Administrative Code Chapter to be Waived (please check all that apply)

- Chapter 12B
- Chapter 14B Note: Employment and LBE subcontracting requirements may still be in force even when a 14B waiver (type A or B) is granted.

Section 5. Waiver Type (Letter of Justification must be attached, see Check List on back of page.)

- A. Sole Source
- B. Emergency (pursuant to Administrative Code §6.60 or 21.15)
- C. Public Entity
- D. No Potential Contractors Comply (Required) Copy of waiver request sent to Board of Supervisors on: _____
- E. Government Bulk Purchasing Arrangement (Required) Copy of waiver request sent to Board of Supervisors on: _____
- F. Sham/Shell Entity (Required) Copy of waiver request sent to Board of Supervisors on: _____
- G. Subcontracting Goals
- H. Local Business Enterprise (LBE)

| | |
|--|---------------------------|
| CMD/HRC ACTION | |
| 12B Waiver Granted: <input checked="" type="checkbox"/> | 14B Waiver Granted: _____ |
| 12B Waiver Denied: _____ | 14B Waiver Denied: _____ |
| Reason for Action: <u>SOLE SOURCE PROVIDES HIGHLY SPECIALIZED MENTAL HEALTH SERVICES FOR ADULT PROBATION CLIENTS</u> | |
| CMD Staff: <u>[Signature]</u> | Date: <u>9-26-2017</u> |
| CMD Director: <u>[Signature]</u> | Date: <u>"</u> |
| HRC Director (12B Only): _____ | Date: _____ |



*Protecting the Community, Serving Justice and
Changing Lives*

KAREN L. FLETCHER
Chief Adult Probation Officer

To: Romulus Asenloo, Contract Monitoring Division, Director
From: Elisa Baeza, Adult Probation Department, Senior Administrative Analyst
Date: October 1, 2019
Subject: Modification of Administrative Code 12B Waiver Request: UCSF-SFGH Psychiatry Department

The Adult Probation Department (APD) requests a modification to 12B Waiver Request Number 8839 for UCSF-SFGH Psychiatry Department.

UCSF-SFGH Psychiatry Department was selected through a highly competitive solicitation process to provide behavioral health and reentry services to people under APD supervision. An independent evaluation panel determined that they were the most qualified proposer to provide these services.

On September 25, 2017, the Contracts Monitoring Division (CMD) approved 12B Waiver Request Number 8839 so that APD could execute a contract with UCSF-SFGH Psychiatry Department to implement the Community Assessment and Services Center (CASC). The CASC provides behavioral health and reentry services to people under APD supervision. APD clients who receive services at the CASC present severe mental health and substance use challenges that lead to chronic incarceration and overuse of both the criminal justice and public health systems.

The current 12B waiver expired on September 30, 2019, and APD is requesting an extension of the contract end date as well as an increase to the contract amount. In order for APD to continue providing services at the CASC to clients until the end of the contract term, an additional increase in the total contract amount would be required. The new increased contract amount of \$18,007,010 would cover services up to the extended contract end date of October 31, 2022. APD is in the process of executing an amendment to make all these changes.

APD respectfully requests CMD's approval to modify 12B Waiver Request Number 8839 to increase the contract amount to \$18,007,010 and extend the contract end date to October 31, 2022 in order to continue providing the appropriate services to clients, and does so on the following basis: the services requested are highly specialized with a unique target population, the current supplier has the appropriate set of skills, and expertise to deliver such services, and the supplier is a public entity for which 12B does not apply pursuant to reasons described in Administrative Code Section 12B5-1(b).

Please contact me with any questions or comments you may have. I may be reached at elisa.baeza@sfgov.org or 415-553-1691.

Thank you for your consideration.

Attachments:

CMD Form 201-12B Waiver Request Number 8839
First Amendment Draft
Original Agreement
RFP#APD2017-03

Chapter 12T Waiver Request

Chapter 12T of the San Francisco Administrative Code is related to City contractor/subcontractor consideration of criminal history and employment decisions. Administrative Code Section 12T.8 authorizes the Director of the Office of Contract Administration (OCA) to waive the requirements of Chapter 12T (Chapter) under circumstances described therein.

Directions: Use this as a word processing document to justify a Chapter 12T waiver request. The department requestor must complete the information below and attach a memorandum with appropriate supporting documentation to justify this request. The memorandum must provide specific and comprehensive information that explains why the requested transaction should receive a waiver under Administrative Code Section 12T.

The 12T waiver request must be approved before the department makes a commitment to the vendor, and before funds are encumbered. If the 12T waiver request is to change the term, amount, or scope of an existing contract; attach a copy of the original contract, and any prior 12T waiver determinations made by OCA. When processing applicable contracts and modifications for signature; attach the approved 12T waiver form to the contract documents.

This form is required for every transaction, contract, or contract modification that the department wishes to be treated as an exception to 12T. For additional information contact the OCA Purchaser assigned to your department.

The department head must sign and date this request prior to submitting to OCA.

Department: Adult Probation Date Submitted: 10/01/2019

Contact: Tonya Jones Phone: 415-553-1923

Vendor Name: The Regents of the University of California Department of Psychiatry, Division of Case Management Programs Vendor No. 0000009023

Type of Contract: Commodity _____ Professional Service Non-Professional Service _____
Other (specify): _____

Amount: \$ 18,007,010 ADPICS Doc No: TBD Duration: Three years

Summarize the product or service:

Behavioral health and reentry services through APD's Community Assessment and Services Center (CASC).

The CASC is a one-stop services center that provides on-site adult probation department supervision and a wide range of community services to clients of APD and other justice involved San Francisco residents.

All waiver requests must be submitted for approval by the Director of OCA and answer the following questions:

Chapter 12T Waiver Request

1. What are the reasons for requesting the waiver?
2. What steps were taken to find an entity that complies with this Chapter?
3. Why the waiver does not defeat the intent of this Chapter?
4. What efforts were made to get the contractor in compliance with this chapter?

Check the statement below addressing the above questions and attach the appropriate documentation.

- (a.1) There is only one prospective contractor willing to enter into a contract with the City and the prospective contractor is not currently disqualified from doing business with the City. Attach a copy of the approved OCA sole source form.
- (a.2) The contracting department, board, or commission certifies that pursuant to Administrative Code provisions, the contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Chapter and is capable of responding to the emergency is immediately available. Cite the Administrative code provision under which your department is declaring an emergency.
- (a.3) City Attorney certifies that the contract involves specialized litigation requirements such that it would be in the City's best interest to waive the requirements of this Chapter.
- (b) Prospective contractor is a public entity and the good, service, construction service or property contract is not available from another source, and that the proposed contract or property contract is necessary to serve a substantial public interest.
- (c) The requirements of this Chapter will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency, and that the Department Representative with delegated authority has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Chapter.
- (d.1) There are no qualified responsive bidders or prospective contractors who could be certified compliant with the requirements of this Chapter. Further, the contract or property contract is for goods, a service, or a project that is essential to the City or City residents.
- (d.2) The transaction entered into pursuant to bulk purchasing arrangements through Federal, State or regional entities will materially reduce the City's purchasing costs and would be in the best interests of the City.
- (d.3) The requirements of this Chapter would result in the City's entering into a contract with an entity that was set up, or is being used, for the purpose of evading the intent of

Chapter 12T Waiver Request

this Chapter.

Submitted by:

Department Head Signature: Karen L. Mitchell Date: 10/1/19

OCA Review and Approval:

12T Waiver Approved: 12T Waiver Denied:

Reason for Determination:

Contractor is a public entity.

Type text here

Recommending OCA Staff: _____ Date: _____

Recommending OCA Supervising Staff: _____ Date: _____

Approved by OCA Director: Sailaja Kurella Date: _____

Digitally signed by Sailaja Kurella
DN: cn=Sailaja Kurella, c=City and County of San Francisco,
ou=Office of Contract Administration,
email=sailaja.kurella@sfgov.org, c=US
Date: 2019.10.02 12:08:03 -0700

**CITY AND COUNTY OF SAN FRANCISCO
ADULT PROBATION DEPARTMENT**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

The Regents of the University of California, on behalf of its San Francisco Campus

THIS GRANT AGREEMENT (this "Agreement") is made this NOVEMBER 1, 2017, in the City and County of San Francisco, State of California, by and between The Regents of the University of California, on behalf of its San Francisco campus ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a RFP# APD 2017-03 COMMUNITY ASSESSMENT AND SERVICES CENTER grant for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

Operations and management of Adult Probation Department's Community Assessment and Services Center; and

WHEREAS, Grantee represents that it is qualified to perform the services required by City as set forth under this Agreement; and,

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "Agency" shall mean ADULT PROBATION DEPARTMENT.

(c) "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) "Budget" shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

(e) "Charter" shall mean the Charter of City.

(f) "Controller" shall mean the Controller of City.

(g) "Eligible Expenses" shall have the meaning set forth in Appendix B.

(h) "Event of Default" shall have the meaning set forth in Section 11.1.

(i) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(j) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

(k) "Funding Request" shall have the meaning set forth in Section 5.3(a).

(l) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(m) "Grant Plan" shall have the meaning set forth in Appendix A.

or

shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.

(n) "HRC" shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean "CMD" or the Contract Monitoring Division of the City.

(o) "Indemnified Parties" shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other

communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

(r) "Contractor" shall mean "Grantee" as certain City Contracting requirements also apply to Grants of the City of San Francisco.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not

authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) NOVEMBER 1, 2017 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on OCTOBER 31, 2019. With option to extend the term of the agreement for an additional three-year term at the City's sole discretion.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors, or other similar governing body. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

4.4 Publications and Work Product.

(a) Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, City shall promptly notify Grantee and Grantee shall take actions to cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed FIVE MILLION, EIGHT HUNDRED THOUSAND Dollars (\$5,800,000).

5.2 **Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix B and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 **Disbursement Procedures.** Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix B. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If Grantee and Agency are unable to resolve disputed costs, the parties will meet and discuss in good faith the disputed costs and also the release of that portion of the Grant Funds which are not under dispute as Eligible Expenses.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each MONTH.

5.4 State or Federal Funds

(a) **Disallowance.** If Grantee claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Grantee shall promptly refund the disallowed amount to City upon City's request. In the event that Grantee does not refund the disallowed amount within sixty (60) calendar days, City may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible. If the reports requested by the Agency are burdensome, the parties shall agree on the amount of additional payment that shall be made by the Agency to Grantee and modify the Agreement accordingly.

6.2 Organizational Documents. Left blank by agreement of the parties.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of
(a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and
(b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.5 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.6 Submitting False Claims; Monetary Penalties. Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.7 Ownership of Results. Any interest of Grantee or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Grantee or its subcontractors specifically under the direction and control of City and identified in **Appendix A, Appendix B and any attachments to Appendix A and B**, to this Agreement shall become the property of City and will be transmitted to City upon request. City hereby gives Grantee a non-exclusive, royalty-free, worldwide license to use such materials for scholarly or academic purposes when City owns the results, provided that any material identifying individuals is not transferred, revealed, or used for other than research or statistical activities and reports or publications derived therefrom do not identify specific individuals. (See Cal. Penal Code § 13202.) Grantee gives City a non-exclusive, royalty-free, worldwide license to use such materials for scholarly or academic purposes when Grantee owns the results. However, Grantee may retain and use copies for reference and as documentation of its experience and capabilities, provided that identifiable data is purged at the termination of the agreement.

6.8 Works for Hire. If, in connection with Services performed specifically under the exclusive direction and control of the City under this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. The City hereby gives Grantee a non-exclusive, royalty-free worldwide license to use such material for scholarly or academic purposes provided that any reports or publications derived therefrom do not identify specific individuals. Except as provided herein, Grantee may not sell, or otherwise transfer its license to any third party for any reason whatsoever. In all other instances, Grantee shall retain ownership and shall give the City a non-exclusive, royalty-free worldwide license to use such material for scholarly, academic or public purposes.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges; including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Earned Income Credit (EIC) Forms. Reserved.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

8.5 Reserved.

8.6 **Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 **Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification.

a. Grantee shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, agents or employees.

b. City shall defend, indemnify, and hold Grantee, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

9.2 Duty to Defend; Notice of Loss.

(a) Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

(b) The City acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to the City by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give the City prompt notice of any Loss under Section 9.1 and the City shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of the City if representation of such Indemnified Party by the counsel retained by the City would be inappropriate due to conflicts of interest between such Indemnified Party and the City. An Indemnified Party's failure to notify the City

promptly of any Loss shall not relieve the City of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs the City's ability to defend such Loss. The City shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if the City contends that such Indemnified Party shares in liability with respect thereto.

9.3 **Incidental and Consequential Damages.** Left Blank by Agreement of the Parties.

9.4 **LIMITATION ON LIABILITY OF CITY.** Left Blank by Agreement of the Parties.

ARTICLE 10 INSURANCE

10.1 **Types and Amounts of Coverage.** The Grantee and the City agree that the each party will main in force, throughout the term of this Agreement, self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, self-insurance.

10.2 **Additional Requirements for General and Automobile Coverage.** Left Blank by Agreement of the Parties.

10.3 **Additional Requirements for All Policies.** Left Blank by Agreement of the Parties.

10.4 **Required Post-Expiration Coverage.** Left Blank by Agreement of the Parties.

10.5 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Left Blank by Agreement of the Parties.

10.6 **Evidence of Insurance.** Left Blank by Agreement of the Parties.

10.7 **Effect of Approval.** Left Blank by Agreement of the Parties.

10.8 **Insurance for Subcontractors and Evidence of this Insurance.** Left Blank by Agreement of the Parties.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 **Events of Default.**

a. Each of the following shall constitute an "Event of Default" under this Agreement:

(1) Either party fails or refuses to perform or observe any material term, covenant, or condition contained in any of the following Sections of this Agreement: 6.6, 7, 10, 12.1, 13, 16.5, 16.13, 16.14, 16.19, and 17.14.

(2) Either party fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, and such default continues for a period of ten days without cure after written notice thereof from the nonbreaching party to the breaching party. However, the parties may agree in writing to extend the cure period.

(3) Either party (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of such party or of any substantial part of such party's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to such party or with respect to any substantial part of such party's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of such party.

b. On and after any Event of Default, the nonbreaching party shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination for Convenience.** Either party may terminate this Agreement by giving sixty (60) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Grantee agrees to file with the City all outstanding claims, cost reports and program reports within ninety (90) calendar days of such termination. Grantee shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.

b. Upon receipt of a notice of termination from the City, Grantee shall commence and perform, with diligence, all actions necessary on the part of Grantee to effect the termination of this Agreement on the date specified by City and to minimize the liability of Grantee and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Grantee's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Grantee and in which City has or may acquire an interest.

c. Within 90 days after the specified termination date, Grantee shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Grantee, without profit, for all services and other work City directed Grantee to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead not to exceed the negotiated indirect rate as set forth in **Appendix B**. Any overhead allowance shall be separately itemized. Grantee may also recover the reasonable cost of preparing the invoice.

(2) The reasonable cost to Grantee of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(3) A deduction for the cost of materials to be retained by Grantee, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. With respect to such post-termination costs, in no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable post-termination costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit related to post-termination costs, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Grantee under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Grantee's final invoice; and (2) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).

f. City's payment obligation under this Section shall survive termination of this Agreement.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement.

11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City and/or Grantee at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City.

a. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may violate, local, state or federal law and may be damaging to Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential data. City acknowledges that, as a public non-profit educational institution, Grantee is subject to statutes requiring disclosure of information and records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.

b. Grantee shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Grantee agrees that all private or confidential information concerning clients receiving the Services set forth in **Appendix A** under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Grantee violates the terms of this section.

c. Grantee agrees that it has the duty and responsibility to make available to the Contract Administrator or his/her designee, including the Controller, the contents of records pertaining to any City client which are maintained in connection with the performance of the Grantee's duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. If this Agreement is terminated by either party, or expires, the Grantee shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Grantee is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires,

such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Grantee does not waive its rights under CA Evidence Code §1157, *et seq.* or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Grantee, its patients, students, faculty, employees, and agents.

e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Grantee under this Agreement shall not be divulged by Grantee to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Adult Probation Department Contract Administrator listed in Appendix A. At the termination of the agreement, Grantee will purge all identifiable data to the extent permitted by law.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

ARTICLE 13

ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Reserved.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14

INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 **Direction.** Any terms in this Agreement referring to direction or instruction from the Agency or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 **Consequences of Recharacterization.**

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

**ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS**

15.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City: ADULT PROBATION DEPARTMENT
 880 Bryant Street
 San Francisco, CA 94103
 ATTN: STEVE ADAMI
 Phone No. 415-241-4254

If to Grantee: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
 982 Mission Street, Box 1385
 San Francisco, CA 94103
 ATTN: CONNIE REVORE
 Phone No. 415-597-8047

WITH COPY TO:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
GOVERNMENT & BUSINESS CONTRACTS
ATTN: JOTI MAHAL-GILL
3333 California Street, Suite 315
San Francisco, CA 94118

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 LOCAL BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES

(a) **The LBE Ordinance.** Grantee shall be considered a "contract awarding authority" under the LBE Ordinance for the portion of the grant awarded to fund construction or construction-related services. As such, Grantee shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") applicable to contract awarding authorities, provided such amendments do not materially increase Grantee's obligations or liabilities, or materially diminish Grantee's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Grantee's willful failure to comply with any provision of the LBE Ordinance applicable to a "contract awarding department" is a material breach of Grantee's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Grantee shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

(b) **Subcontracting Goals.** The LBE subcontracting participation goal for the construction and construction related services under this contract is 4.13%.

16.2 Nondiscrimination; Penalties. Waived.

16.3 MacBride Principles--Northern Ireland. Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Reserved.

16.7 Compliance with ADA. Reserved.

16.8 Requiring Minimum Compensation for Employees for Covered Employees. Exempt.

Grantee is exempt from this clause in consideration of Grantee's status as an agency of the State of California.

16.9 Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Grantee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Grantee further agrees to provide to City the names of each person, entity or committee described above.

16.10 First Source Hiring Program. Reserved.

16.11 Prohibition on Political Activity with City Funds. Reserved.

16.12 Preservative-treated Wood Containing Arsenic. Reserved.

16.13 Supervision of Minors. Reserved.

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. Reserved.

16.16 Consideration of Criminal History in Hiring and Employment Decisions. Reserved.

16.17 Food Service Waste Reduction Requirements. Reserved.

16.18 Sugar-Sweetened Beverage Prohibition. Grantee agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification.

a. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement, except that changes in the scope of service that do not increase the level of total compensation shall be subject to the provisions of the Adult Probation Department Policy / Procedure Regarding Contract Budget Changes in effect at commencement of the term of this Agreement, a copy of which has been provided to Grantee. In the event that City desires to amend the Policy/Procedures Regarding Contract Budget Changes, it will provide Grantee with at least thirty (30) days written notice of the proposed changes and provide Grantee with the opportunity to ask questions, raise concerns or recommend alternative revisions. City shall, in good faith, consider Grantee's questions, concerns and recommendations in finalizing any changes to the Policy/Procedure Regarding Budget Changes; however, the final approval of such changes shall be solely in City's discretion.

b. City may from time to time request changes in the scope of the services of this Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Grantee's compensation, which are mutually agreed upon by and between the City and Grantee, shall be effective only upon execution of a duly authorized amendment to this Agreement. Grantee shall cooperate with the City to submit to the Director of CMD any amendment, modification, supplement, or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent 20% (CMD Contract Modification Form).

17.3 Administrative Remedy for Agreement Interpretation.

a. **Negotiation; Alternative Dispute Resolution.** The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Grantee shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a

mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement, including all Appendices expressly incorporated herein, sets forth the entire understanding between the parties, and supersedes all other oral or written provisions as it pertains to the subject matter herein. This contract may be modified only as provided in Section 17.2

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

| | | | |
|--------------|--|-----------------|---|
| Section 6.4 | Books and Records. | Article 12 | Disclosure of Information and Documents |
| Section 6.5 | Inspection and Audit. | | |
| Section 6.6 | Submitting False Claims; Monetary Penalties | Section 13.4 | Grantee Retains Responsibility. |
| Section 6.7 | Ownership of Results. | Section 14.3 | Consequences of Recharacterization. |
| Article 7 | Taxes | | |
| Article 9 | Indemnification and General Liability | This Article 17 | Miscellaneous |
| Section 10.4 | Required Post-Expiration Coverage. | | |

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure, Reserved.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 Protected Health Information. Grantee, all subcontractors, all agents and employees of Grantee and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Grantee by City in the performance of this Agreement. Grantee agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Grantee or its subcontractors or agents by City, Grantee shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the negligent acts or omissions of Grantee. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

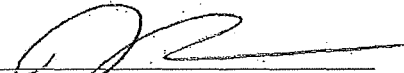
CITY

ADULT PROBATION DEPARTMENT

By: 
Karen L. Fletcher
Chief Adult Probation Officer

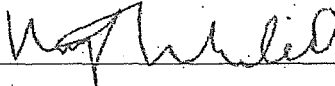
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Jana Clark
Deputy City Attorney

GRANTEE:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO CAMPUS
GOVERNMENT & BUSINESS CONTRACTS

By:  1/16/18

Print Name: Navjot Mahal-Gill

Title: Contract Specialist

Federal Tax ID #: 94-6036493

Supplier ID: 0000009023

**Appendix A -
Services to be provided by Grantee**

| |
|--------------------------------|
| 1.0 PROGRAM DEFINITIONS |
|--------------------------------|

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|---|
| Program: UCSF/Citywide Case Management and CASC Programming. |
| ANSA: Adult Needs and Strength Assessment. The Adult Needs and Strengths Assessment (ANSA) is a multi-purpose tool developed for adult's behavioral health services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services |
| CASC: Community Assessment and Services Center, a Reentry Service of SFAPD. |
| Case Management: The total provision of services to a client/consumer that addresses the needs of the client to function at his or her best level in the community, often arranging for appropriate services and support. |
| Case Manager: A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met. |
| CBT: Cognitive Behavioral Therapy. |
| City: City and County of San Francisco; for this Program, will consist of the Adult Probation Department (SFAPD). |
| City's Program Manager: Steve Adami. |
| Client: Individuals referred by the SFAPD and under SFAPD supervision or meets the definition of justice involved. |
| COMPAS: Correctional Offender Management Profiling for Alternative Sanctions is a validated risk and needs assessment instrument which calculates a client's criminogenic risks and needs and informs the development of a client's individualized treatment and rehabilitation plan (ITRP). |
| CORI: Criminal Offender Record Information |
| DPO: Deputy Probation Officer of the San Francisco Adult Probation Department. |
| FACT: Forensic Assertive Community Treatment. |
| Grantee: Regents of the University of California |
| Grantee's Program Manager: Kathleen Connolly Lacey. |
| ITRP: Individualized Treatment and Reentry Plan. |

Justice Involved: San Francisco residents who are at least 18 years of age, currently under local SFAPD probation services, state parole, federal probation, participating in San Francisco collaborative courts, released from jail or prison (San Francisco and otherwise), or released from other county, state or federal facilities, who have active cases in San Francisco or other counties, San Francisco residents who have a criminal history.

Medication Support: Services which include the brokering, prescribing, administering, dispensing and monitoring of psychiatric medications which are necessary to alleviate the symptoms of mental illness and substance dependency. Medication support may include evaluation of the need for medication, evaluation of its clinical effectiveness and side effects, obtaining informed consent, medication education, and plan development related to the delivery of the service and/or assessment of the Client/Patient.

Reentry Pod: The Reentry Pod is located within the San Francisco County Jails, specifically at County Jail 2. The Reentry Pod leads into and enhances SFAPD's reentry services in the community.

2.0 INTRODUCTION

The Grantee will manage and operate the Community Assessment and Services Center (CASC) facility, and oversee the delivery of center and off-site reentry support services for Clients of the San Francisco Adult Probation Department and other justice involved San Francisco residents.

3.0 ROLES AND RESPONSIBILITIES

3.1 City's Program Manager Roles and Responsibilities

The City's Program Manager will:

- Coordinate with Grantee's Program Manager and Grantee's Team to monitor Grantee's progress on all work and obligations described in this Agreement, and promptly communicate identified opportunities for improvements;
- Review and approve monthly cost reimbursement requests;
- Monitor all deliverables, milestones, processes, and documents associated with the Program to ensure they are approved by both the City and Grantee and kept under document version control, as applicable; and
- Regularly review and update Program documentation to reflect and report on the most current Program status.

The City's tasks of overseeing, coordinating and ensuring compliance are for the City's benefit alone in the role of reviewing compliance, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee's sole responsibility to ensure it is in compliance with all terms of the Agreement.

3.2 Grantee's Program Manager Roles, Responsibilities, and Main Tasks

The Grantee's Program Manager will:

- Manage the Grantee's Team to ensure that it completes all work and obligations described in this Agreement including staffing, timeline, budget, capacity, and budget considerations, and promptly responds to any identified performance improvement opportunities communicated by the City's Program Manager;
- Have the knowledge, skills and authority necessary to ensure the Program is on schedule, budget, and scope;

- Be responsible for meeting Grantee's obligations under the Agreement;
- Participate and ensure Grantee's Team participation in operations and programmatic audits conducted by City's Program Manager;
- Track all Program deliverables, milestones, processes, and documents;
- Provide regular updated Program documentation to reflect and report on the most current Program status;
- Keep the City's Program Manager regularly updated through regular review and reporting of any discrepancies, to reflect the most current status of the Program;
- Ensure that all Program activities assigned to Grantee's resources are started and completed on schedule and any issues that may cause schedule slippage are promptly identified, the City's Program Manager notified immediately, and that the issues are quickly and properly dealt with;
- Coordinate Program data collection;
- Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Client demographic information and information that demonstrates progress towards agreed upon Program performance measures described herein in Sections 6.4;
- Ensure timely submission of monthly cost reimbursement requests;
- Ensure SFAPD Client data tracking document is submitted on the 1st and 15th of each month; and
- Provide APD with a phone and email list of all Program staff and updated versions on an ongoing basis.

3.3 Program Management and Communication

The Grantee's Program management and communications shall include, but are not limited to the following:

- Scheduling and coordination of conference calls/meetings with the City's Program Manager at a minimum of once per month, or as deemed necessary by SFAPD. As part of these communications, the Grantee's Program Manager shall report on the Program tasks and deliverables for review, input, decision-making; and approval by the City's Program Manager;
- Written Program progress reports and updates to the City's Program Manager upon request throughout the term of the Agreement and in accordance with this Agreement;
- Discussions on Client's status: Contact SFAPD prior to asking a Client to temporarily leave the Program, unless there is an extreme circumstance in which a Client is of immediate threat of harm to others. If an extreme circumstance occurs, the Grantee shall contact the City's Program Manager as soon as reasonably possible to discuss the circumstances;
- Regular phone/email/written communication with DPOs, service providers, and Clients, as needed, to ensure that Clients' needs are being addressed and that Clients are following their Treatment Plan;
- Provide DPO's with monthly progress notes on their Client's progress and challenges;
- Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners; and
- Responses to any written, electronic or telephonic communication from SFAPD within 2 business days.

3.4 Hiring and Staffing Changes

The Grantee shall establish and maintain the experienced staff necessary to fill the key administrative positions for this Program. Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age.

The composition of the Program staff should be designed to be representative of cultural backgrounds of the Clients. When regular staff members are absent, Grantee shall guarantee coverage by current personnel, capable of performing assigned tasks as evidenced by job description and on-the-job-performance.

The Grantee shall include the below language in job descriptions, and ensure it and its Subcontractors use the guidelines described below when recruiting and hiring staff who will work with justice involved individuals:

- “Qualified applicants with arrest and/or conviction records will be considered for employment in a manner consistent with Federal, state and local laws, including but not limited to the San Francisco Fair Chance Ordinance. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, protected veteran status, or disability status.”

All candidates must demonstrate that they have developed or are able to develop working relationships with other community-based organization providing rehabilitative treatment and other supportive services. When posting job descriptions for open positions, the staff job description will be aligned with any minimum qualifications or requirements detailed in the RFP.

- **CASC Program Director Qualification:**
 - CASC Program Director must be a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or someone who has earned an equivalent or higher degree in psychology, or counseling and is also licensed, and who has a minimum of three years of experience working with an adult forensic population. Grantee, at a minimum, should include the following responsibilities in this position’s job duties: oversee a system for properly vetting all case management referrals sent to the CASC, primary coordination of the clinical and non-clinical case management services at the CASC, routine professional development and coaching of all case management staff, coordinate directly with SFAPD on overall CASC operations, ensure that the case management approach is strength based, goal-driven, culturally informed, trauma informed, gender responsive, trans responsive, and family focused. Other responsibilities include conducting and/or overseeing risk and needs and secondary assessments, review, sign off and monitoring of reentry plans, provision of family focused services, and overseeing linkages to mental health, and trauma treatment.
- **CASC Clinical/Intensive Case Manager Qualifications:**
 - Clinical/Intensive Case Managers should be at a minimum a Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT), and have experience working with an adult forensic population.
- **Reentry Case Manager Qualifications:**
 - Reentry Case Managers will meet the Minimum Qualifications of a Bachelors level professional, and will possess at least three years of working experience with an adult criminal justice system involved population in a residential, recovery or community setting. Individuals who have earned a Community Health Outreach Worker certificate, a CAADE certificate (CA Alcohol and Drug Education certificate) or other related human services certification may also be considered with a minimum qualification of having five years of working with an adult criminal justice system involved population in a residential, recovery or community setting.

4.0 PROGRAM APPROACH

4.1 General Service Approach

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantee shall deliver all services from this framework. Specifically, the Grantee shall integrate the National Institute of Corrections’ eight evidence-based principles for effective intervention within community corrections into all facets of its community corrections work and it requires Grantee to adhere to these principles in the delivery of the services described in this Agreement.

The eight principles are:

1. **Assess Actuarial Risk/Needs:** Assessing offenders' risk and needs (focusing on dynamic and static risk factors and criminogenic needs) at the individual and aggregate levels is essential for implementing the principles of best practice.
2. **Enhance Intrinsic Motivation:** Research strongly suggests that "motivational interviewing" techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.
3. **Target Interventions:**
 - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
 - b. **Need Principle:** Target interventions to criminogenic needs.
 - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
 - d. **Dosage:** Structure 40% to 70% of high-risk offenders' time for 3 to 9 months.
 - e. **Treatment Principle:** Integrate treatment into full sentence/sanctions requirements.
4. **Skill Train with Directed Practice:** Provide evidence-based programming that emphasizes cognitive-behavior strategies and is delivered by well-trained staff.
5. **Increase Positive Reinforcement:** Apply four positive reinforcements for every one negative reinforcement for optimal behavior change results.
6. **Engage Ongoing Support in Natural Communities:** Realign and actively engage pro-social support for offenders in their communities for positive reinforcement of desired new behaviors.
7. **Measure Relevant Processes/Practices:** An accurate and detailed documentation of case information and staff performance, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice.
8. **Provide Measurement Feedback:** Providing feedback builds accountability and maintains integrity, ultimately improving outcomes.

In the delivery of the services described in this Agreement Grantee shall:

- Formally integrate Principles 3c, 4, 6, 7, and 8 into the Program;
- Ensure that all staff assigned to the Program address Clients with respect and dignity, are knowledgeable of conflict management and de-escalation techniques commonly used amongst criminal justice and human services professionals, and make reasonable attempts to mitigate any housing or personality differences that may arise; and
- Communicate to Clients information regarding grievance policies and how to formally file a grievance.

Additionally, Grantee shall ensure that every aspect of service delivery is informed and guided by the six principles for gender-responsive programming, as developed for the National Institute of Corrections by Barbara Bloom, PhD, Stephanie Covington, PhD, and Barbara Owen, PhD. These guiding principles are:

1. **Gender:** Acknowledge that gender makes a difference.
2. **Environment:** Create an environment based on safety, respect, and dignity.
3. **Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. **Services and Supervision:** Address substance abuse, trauma, and mental health issues through comprehensive, integrated, culturally relevant services, and appropriate supervision.
5. **Socioeconomic Status:** Provide women with opportunities to improve their socioeconomic conditions.
6. **Community:** Establish a system of community supervision and re-entry with comprehensive, collaborative services.

A comprehensive program is essential for our Clients' successful, sustained community reintegration.

The CASC services will incorporate and include:

- Gender Responsive Strategies
- Strength Based, Trauma Informed and Family Focused Strategies
- Criminogenic Needs and Community Functioning Factors
- Collaborative and Coordinated Case Conferencing
- Review of COMPAS Assessment and creation of Reentry Services Plan
- Administration of Secondary Assessments
- Coordinated Case Management
- Cognitive Behavioral Interventions

5.0 GENERAL DESCRIPTION OF WORK

5.1 Overview

The City and County of San Francisco Adult Probation Department (SFAPD) supervises approximately 4,200 adult offenders on court-ordered adult probation supervision and diversion programs. SFAPD's commitment to "Protecting the Community, Serving Justice and Changing Lives" is achieved by the implementation and use of evidence-based practices supervision models in collaboration with the Courts, District Attorney, Public Defender, Community-Based Organizations, Reentry Council, Sheriff, Police, and other City Departments. The goal of SFAPD is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

5.2 Target Population

The Program target population for the purpose of this Agreement shall be Clients of the SFAPD and other Justice Involved San Francisco residents.

5.3 Description of Program Services

The Grantee shall manage and operate the Community Assessment and Services Center (CASC) facility, and oversee the delivery of the center's services for Clients of the SFAPD and other justice involved San Francisco residents.

1. REFERRALS/INTAKE/ASSESSMENT

The Grantee shall receive referrals from DPOs and other partners for onsite services related to case management, groups, and classes. Case management services are reserved only for SFAPD Clients but on a case by case basis, via communication between the Grantee and SFAPD, non-APD Clients may be considered. Upon receiving a referral for case management, the Grantee's Program Director will assess all SFAPD clients referred for case management and assign the client to the appropriate level of case management (clinical vs. reentry) based on the client's behavioral health history and current needs.

All CASC Clients—case management and those referred only for classes/groups—will complete an intake with the Grantees program staff and all of the Client information will be tracked in the CASC's program database. The Grantee will confirm with the DPO via email that referrals for case management or group facilitation were received.

All case managed Clients will receive a secondary assessment per the Adult Needs and Strengths Assessment (ANSA) or other agreed upon tool.

2. REHABILITATIVE PROGRAMS

The CASC will offer a full array of on and off site rehabilitative programs designed to successfully transition Clients back into their communities. The interventions and services strive to use evidenced-based curricula whenever available, and to engage Clients and address their criminogenic needs and community functioning factors. Clients will be assigned to rehabilitative services in accordance with their Individualized Treatment and Rehabilitation and/or Reentry Services Plan. Requirements for

program completion of each component will be identified in the Reentry Services Plan and adjusted, as needed, through case conferences.

The Grantee will implement the following services at the CASC:

A. Program Area 1: Forensic Assertive Community Treatment (FACT)/Clinical Case Management

Clinical Case Management

The Grantee shall implement and manage a FACT model of case management. FACT is a full-service partnership providing a comprehensive range of services and supports to adults who have repeated contacts with the criminal justice system or who have been arrested as a result of behaviors related to mental illness, homelessness, substance dependency, lack of resources, stability, or access to entitlement programs. The service model of FACT provides a multidisciplinary community treatment team, which will operate at the CASC and throughout the community.

The Grantee shall ensure the FACT model's eight (8) Clinical Case Managers maintain caseloads of 15 clients (15:1 ratio) with the understanding that approximately 120 clients will be served at any given time. Additionally, the Grantee shall ensure clinical caseloads will remain between 90%-100% capacity, with a minimum capacity expectation never to drop below 90%.

Grantee's FACT model shall engage Clients who:

- Have severe mental illness, which may include the following diagnoses: co-occurring disorders, personality disorders, general anxiety/mood disorders, and PTSD.
- Have substance dependency that has negatively impacted the individual's life.
- Have come into contact with the criminal justice system and have repeated returns to custody.
- May be homeless or experience multiple barriers to housing.
- May be unserved or underserved by the current mental health and/or community support systems.

Key components of Grantee's FACT model should include:

- Outreach & Engagement:
 - Outreach in the San Francisco County Jail and courtrooms, and community
 - Close collaboration with SFAPD/Deputy Probation Officers (DPO).
 - The outreach and engagement strategy must be relevant to the situational and cultural needs of the Client. This means that Clients are to be engaged "where they are" with respect to their community location, their need for clinical and non-clinical services/supports and their phase in the recovery process.
- Intake & Secondary Assessments
- Individualized Treatment Planning – housing needs should be prioritized early-on in the planning process.
- Medication Support
- Integrated Services and Managed Care
- Life Skills
- Family Involvement
- Recovery and Resiliency
- Cultural, Linguistic & Gender Responsiveness

B. Program Area 2: Reentry Case Management/Therapeutic Community/Cognitive Behavioral Services

Reentry Case Management

Under the guidance of one CASC Clinical Director who oversees clinical and non-clinical case managers, and using the framework of the FACT model of case management, the CASC's Reentry Case

Management services will serve Clients who require less clinical and/or intensive services. This integrated clinical and non-clinical case management model allows for expedited information sharing, and cross-training between staff with different educational and life experience qualifications.

- The Grantee shall ensure the four (4) Reentry Case Managers maintain caseloads of 25 Clients (25:1 ratio) with the understanding that approximately 100 Clients will be served at any given time.
- The Grantee shall ensure non-clinical/reentry caseloads will remain between 90%-100% capacity, with a minimum capacity expectation never to drop below 90%.

Reentry Case Management components shall include:

1. **Needs Identification**
 - Orientation.
 - Intake and Assessment.
 - Identify criminogenic needs and community functioning factors.
 - Secondary Assessments.
 - Review COMPAS Results and ITRP (as applicable, provided by SFAPD).
2. **Develop CASC planning and treatment plan (coordinated with SFAPD and/or other providers) – housing needs should be prioritized early-on in planning**
 - Based on needs identification.
 - Life Skills development.
 - Services brokering and enrollment with a special focus on substance dependency and recovery.
 - Collaborative and coordinated case conferencing.
3. **Aligned with the FACT model, Reentry Case Management services will support a robust Outreach & Engagement strategy:**
 - Outreach in the San Francisco County Jail and courtrooms, and community.
 - Close collaboration with SFAPD/Deputy Probation Officers (DPO).
 - The outreach and engagement strategy must be relevant to the situational and cultural needs of the Client. This means that Clients are to be engaged “where they are” with respect to their community location, their need for clinical and non-clinical services/supports and their phase in the recovery process.

Therapeutic Community

The Grantee shall ensure services are conducted in a dynamic therapeutic environment which can help spark intrinsic motivation needed for long term behavior change. Therapeutic Communities (TCs) are oriented towards recovery and respectfully challenge Clients to critically examine their personal behavior in order to foster more pro-social attitudes and habits. The cornerstone of pro-social behavior is based on accountability, responsibility, hard work, and a readiness to learn.

The CASC Therapeutic Community should include:

- Respectful, friendly, dignified, and motivational greetings, conversations and engagement with Clients.
- Opportunities for Clients to take on peer leadership roles.
- Clients will be trained to become ambassadors of the program in the community serving as part of a network that welcomes people to the CASC.
- CASC environment will provide opportunities for Clients to build relationships with case managers.
- CASC will be a site for hosting events and activities for Clients.

Cognitive Behavioral Services/Interventions—Groups and Classes

Cognitive behavioral interventions are proven to be effective at helping to restructure distorted thinking and perception, characteristics of which may include:

1. Developmentally arrested thoughts
2. Poor problem solving and decision making
3. Low impulse control
4. Lack of empathy
5. An inability to manage feelings of anger
6. A hampered ability to reason and accept blame for wrongdoing
7. A mistaken belief of entitlement, including an inability to delay gratification, confusing wants and needs, and ignoring the rights of other people
8. An egocentric viewpoint with a negative view or lack of trust in other people
9. The use of force and violence as a means to achieve goals

The National Institute of Justice (NIJ) references six (6) cognitive behavioral therapies (CBTs) that are widely used to mitigate the above distorted thinking characteristics:

1. Aggression Replacement Training (ART)
2. Criminal Conduct and Substance Abuse Treatment-Strategies for Self-Improvement and Change (SSC)
3. Moral Reconciliation Therapy (MRT)
4. Reasoning and Rehabilitation (R&R and R&R2)
5. Relapse Prevention Therapy (RPT)
6. Thinking for a Change (T4C)

The Grantee shall ensure implementation of classes and groups that address the criminogenic and behavioral health needs of Clients. The range of classes and groups should include:

- Cognitive Behavioral Therapy (i.e. Thinking for a Change)
- Dialectical Behavior Therapy
- Substance Abuse
- Seeking Safety
- Mental Health Support Groups
- Drop-in Process Groups (led by formerly incarcerated individuals)
- Comprehensive Life Skill Program
- Anger Management
- Parenting
- Manalive (via subcontract w/Community Works West)

C. Program Area 3: Services Coordination

The Grantee will work seamlessly with SFAPD's Reentry Division to coordinate services for the benefit of our Clients. The grantee will play a key role in strengthening a CASC on-site services team. The Grantee will build community amongst services providers, coach providers on how to leverage each other's services for the benefit of Clients, welcome all providers to meetings, open up trainings, workshops and social events to all providers, cross train providers on existing and developing services, and ensure operational and administrative protocols are understood and embraced by service providers.

The Grantee shall coordinate, schedule, and track the following:

- Create and promote a CASC class schedule or services and groups.
- Coordinate and lead clinical meetings case managers, care coordinators, and therapists.
- Coordinate weekly operations meeting with APD.
- Coordinate weekly operations meeting with all CASC partners.

Graduations

To receive A CERTIFICATE OF GRADUATION, Clients must satisfactorily complete all of their required individual program components as identified in their Reentry Services Plan, and demonstrate their ability to apply the knowledge and tools they learned. The Grantee shall host graduations four times per year (quarterly).

Clothing Closet

The Grantee shall work with various community groups to maintain the CASC clothing closet on-site at the facility. Any Client in need of clothing will have access to the clothing closet.

Food Service

The CASC shall provide wholesome and nutritionally balanced meals 5 days per week for Clients who are hungry. CASC food service will include breakfast snacks such as nutritional bars and oatmeal, lunch, and afternoon snacks.

Client Advisory Board

The CASC Client Advisory Board will be established to provide ongoing feedback about CASC services, prosocial activities, and play an instrumental role developing leadership roles for Clients and CASC ambassadors. This Board will meet monthly at the facility.

Community Advisory Board

The CASC will be an important contributor to its community. An Advisory Board will be established to provide ongoing support for planning and feedback, as well as additional resources for the program. This Board will meet quarterly at the facility. Members will include social service providers, other community organizations, businesses, Clients, SFAPD and others.

3. FACILITY OVERSIGHT AND OPERATIONS RESPONSIBILITIES

Facility and Grounds requirements:

1. Grantee is responsible for the facility and oversight of operations of 564 6th Street during established business hours, janitorial for the entire building, and will work collaboratively with SFAPD and LEAD/DPH to reasonably address facility/operations needs outside of established business hours.
2. The Grantee shall use CASC facility exclusively for serving the target population and the staff associated with the program.
3. The Grantee shall ensure the CASC remain in compliance with all applicable building, sanitation, health, safety and fire codes, as well as city and county zoning and use ordinances.
4. The Grantee shall ensure the CASC maintain onsite security/monitoring of all equipment, supplies, staff and Clients.
5. The Grantee shall ensure Clients will be prohibited from loitering outside of the facility.
6. The Grantee shall ensure the CASC will provide a cheerful décor and color-coordinated furnishings for the facility with special emphasis on the lobby, hallways, classrooms, and dining area (eating and break room).
7. The Grantee shall ensure the CASC must have sufficient space designated for to take scheduled breaks and eat lunch.
8. The Grantee will coordinate with SFAPD to ensure the CASC must provide for multiple classrooms to permit training and services to be offered simultaneously.
9. The Grantee's team and the City's Program Manager will develop a system for SFAPD staff and the Grantee's team and partners to reserve class rooms for trainings and groups.
10. The Grantee shall ensure the CASC facility must provide an adequate number of functional, clean, bathrooms in accordance with City and County of San Francisco standards. The sinks shall provide both hot and cold water. Hand soap, paper towels, paper seat covers should be available. Restrooms must be considerate of gender needs and be separately located. Restrooms must be in compliance with the Americans with Disabilities Act (ADA).
11. The Grantee shall ensure the CASC kitchen, cafeteria, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service and preparation areas must meet all applicable health and sanitation code standards. Accommodations shall be made for Clients with disabilities.

12. The Grantee shall ensure the CASC provides a wholesome and nutritionally balanced lunch 5 days per week available to Clients or program Clients. The CASC will be considerate of general health and dietary restrictions and food prohibitions associated with cultural and religious traditions.
13. The Grantee shall regularly inspect the facility for pest infestation and shall maintain monthly pest control services to ensure the facility is free of insect and rodent infestation. Documentation of pest control services will be maintained at the facility and made available to the SFAPD staff upon request.
14. The Grantee shall ensure the CASC shall have proper lighting, heating, and ventilation.
15. The Grantee shall ensure the CASC maintain a secured maintenance room for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets, etc.) and shall be equipped with a utility sink. The facility, equipment, furniture, appliances, etc. shall be kept clean and in good operating condition at all times and replaced when necessary.
16. The Grantee shall have a plan to ensure comprehensive janitorial services. Janitorial services will clean the entire facility at 564 6th Street, inclusive of SFAPD offices, class rooms, and common areas.
17. The Grantee shall coordinate all repairs for the CASC. All repairs including plumbing, electrical and/or structural which affect the health and safety of any occupant must be made within 48 hours of discovery and at the expense of UCSF/Citywide. Grantee must notify the SFAPD Reentry Services Manager immediately when it is determined something in the building needs to be repaired.
18. The Grantee will ensure safety and security of facility exterior, interior, equipment, supplies, staff, Clients and all Client information.
19. If Grantee anticipates transporting Clients via a private vehicle, all staff shall possess a valid driver's license and the vehicle shall be fully insured.
20. The Grantee shall have written CASC policies and procedures in accordance with SFAPD's regulations. This policies and procedures will be submitted to the SFAPD Reentry Division for retention in the case file.
21. When made available by SFAPD, and as needed by Grantee Staff, Grantee's staff shall participate in CPR training and maintain a record of first aid training.
22. All CASC staff will be knowledgeable of location and application of defibrillator, Narcan and fire extinguishers.
23. The Grantee shall ensure the CASC maintain a fully stocked first aid kits will be readily available throughout the facility. The telephone numbers of all local emergency service agencies shall be posted and readily available to all staff.
24. The Grantee shall ensure "No Smoking" signs are posted in full view of the Clients, staff and visitors.
25. Grantee and APD staff shall complete an updated security and contraband policy within the first 30-days of the contract.
26. Within the first 30-days of the grant, Grantee shall create a medication storage and distribution plan that considers staff access, safety, and security.
27. Within the first 30-days of the contract, the Grantee shall work with Microbiz, the security company, and APD to execute a mock panic button response drill.

Security and Safety Requirements:

1. **Facility Security** – The safety and security of Clients, staff and visitors is of paramount importance.
 - a. Grantee and APD staff shall complete an updated security and contraband policy within the first 30-days of the contract.
 - o The policy will include but not be limited to on site security protocols will take a dignified and reasonable approach to ensuring that the facility is free of weapons and contraband, and protected from outside intrusions: Daily security and perimeter inspection of the facility will make certain that functioning locks and latches are on all windows, doors and gates, and that electrical lighting (inside and out) is operating

properly. Door alarms may be used to eliminate unauthorized egress or ingress during evening and night hours. Security policies shall ensure that the Clients are not locked inside the facility at any time.

- o Grantee protocols shall require that Clients lock up bikes outside of the facility and that skateboards, other transportation, large suitcases/travel bags are "checked in."
- b. Given the large number of Clients in the facility at any given time, all staff should be adequately trained in effective relationship building, de-escalation strategies, and emergency response and evacuation protocols.

2. Disturbance Control Plan

- a. The Grantee shall have a written Disturbance Control Plan in the event of a major disturbance such as riots, strikes, attacks upon staff, visitors or Clients, explosions or fires, suicides or attempted suicides, natural disasters; and accidental injuries to staff and others. The plan shall include assistance from local law enforcement and/or emergency agencies as circumstances warrant. The development of the Disturbance Control Plan shall be coordinated with the SFAPD Reentry Services Manager. Once the Disturbance Control Plan is developed, the Grantee will submit a copy to the SFAPD Reentry Services Manager for retention in the contract file.
- b. Within the first 30-days of the contract, the Grantee will work with Microbiz, the security company and APD to execute a mock panic button response drill.

3. Fire Evacuation Emergency Procedures/Posting of Emergency Evacuation Floor Plans

- a. The Grantee shall have written procedures pertaining to fire prevention, safety requirements, evacuation and emergency procedures that include instructions for the following:
 - o Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number)
 - o Alert notification and/or evacuation of all occupants
 - o Notification of authorities
 - o Control and the extinguishing of fires
 - o Evacuation routes and procedures
 - o Other to be identified procedures
- b. Within the first 30-days, Grantee shall submit the above information to APD as part of the building's comprehensive fire evacuation and emergency procedures plan.
- c. The Grantee shall ensure that clear, concise, and site-specific emergency evacuation floor plans shall be posted as appropriate at every occupied floor location throughout the facility. The floor plans should be located near the identified exit doors on each floor. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:
 - o Evacuation diagram plan that identifies the "You Are Here," location that is compatible with the building floor plan.
 - o Evacuation plans, which include the location of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies.
 - o Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new Client upon arrival.

4. Emergency Evacuation Training

- a. All personnel shall be trained in the implementation of emergency procedures within 24 hours of their initial employment. Annual refresher training shall be provided to all personnel. All training is to be documented for compliance and maintained in employee files.

5. Quarterly Emergency Evacuation Drills

- a. The Grantee shall conduct and document quarterly emergency evacuation drills. Documentation of each drill shall include: date and time of day; evacuation path used; number of staff, Clients and visitors involved; amount of time to complete the drill, and any pertinent comments.

6. Smoke Detectors and Fire Extinguishers

- a. Grantee will ensure the operability of the fire safety equipment at 564 6th Street

7. Hazardous, Toxic and Volatile Substances

- a. The Grantee shall maintain a written policy for inventory, use, storage and disposal of all hazardous, toxic, and volatile substances in accordance with the Hazardous Substances Information and Training Act, Chapter 2-5 (commencing with Section 6360), Part 1 of Division 5 of the Labor Code. Hazardous, toxic and volatile substances shall not be stored in furnace areas, kitchens, dining areas, or in close proximity to stored food or kitchen supplies. Flammable substances such as gasoline, kerosene and paint thinner shall be stored outside the facility's main structure in approved containers inside properly ventilated and labeled fireproof cabinets.
- b. Material Safety Data Sheets (MSDS) must be maintained on-site for all hazardous materials used in the facility. The MSDS shall be posted and immediately accessible to staff and Clients wherever these substances are used.
- c. Grantee will provide training to facility staff and Clients. Documentation of training shall be maintained in the facility files.

8. Medication Storage and Distribution

Within the first 30-days of the grant, Grantee shall create a medication storage and distribution plan that considers staff access, safety, and security.

The SFAPD and the Grantee shall conduct an annual review of facility protocols, and shall work together to resolve any review findings. The periodic reporting required by this Agreement should address Grantee's progress toward meeting the above operational and safety requirements, as well as any operational or safety issues that have arisen.

6.0 ADMINISTRATIVE REQUIREMENTS

6.1 Grantee Operation Matrix

Grantee Operations Matrix (GOM) is a tool used by SFAPD to monitor contract responsiveness and compliance (Attachment 1). On a quarterly basis Grantee shall work with City's Program Manager to review and update the GOM, describe goal achievement, and provide feedback as needed, the City's Program Manager will submit the "SFAPD Notice of Grantee Operations Requirements - Review and Action" (Attachment 2) form which identifies contract challenges and requires immediate action.

6.2 Client File

Grantee shall develop and maintain complete, properly organized files on all Clients. The files shall be located in a locked secure file storage area in the office/site. All files, including electronic files, shall be considered confidential and protected from any unauthorized use or disclosure. Electronic files containing confidential Client information will also be protected by unique passwords. Electronic Client files will be held to the same security standard as hard copy files. The CASC will have written procedures for the release of case file information to include: 1) the Client's signed and dated Release of Information Form, 2) the name of the person, agency or organization to whom the information was released, and 3) the signature of the employee who released the information and date of release. Grantee shall ensure confidentiality of Client records and information in accordance with all local, state and federal codes and requirements pertaining to the confidentiality of the records. Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of CORI. In addition, the unauthorized disclosure of Clients' medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

6.3 Client Barrier Removal/Client Incentives

Grantee shall have the ability to efficiently process Client Barrier Removal requests and produce payments for such requests as DMV, Birth Certificates, or other one-time client needs that are in line with their treatment plan.

6.4 Program Reporting/Data Collection

Grantee's Program Team shall:

- Upon availability of SFAPD's Service and Program Provider Web Portal, Grantee shall be required to use this Web Portal to track SFAPD's Clients' referrals, enrollment, attendance, completion, progress reports, etc. and related information. The Grantee's staff shall be required to complete the Web Portal training provided by SFAPD;
- Coordinate Program data collection and evaluation efforts. Provide data and information, as requested and as defined by APD. Requested Program data may include Clients' demographic information, and services provided as defined in this agreement. Program performance measures and outcomes goals as described herein in Section 7 shall be tracked and reported as to the quarterly/annual reporting schedule listed below. Some of this information may be considered Criminal Offender Record Information (CORI) as defined in California Penal Code Section 13102. Grantee acknowledges that unauthorized disclosure or receipt of this information is a crime, see Penal Code §§ 13302-13304, see <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pen&group=13001-14000&file=13300-13305>. Grantee shall adhere to any and all guidelines or rules governing protection of Client information including Penal Code sections described above;
- Grantee shall assist the City in collecting and supplying Program and Client data to APD or APD contracted researchers or evaluators for research purposes. This research and other required data collection points are included in the SFAPD Quarterly/Annual Report template and the Grantee's intake form (Attachment 3);
- Grantee's Program Team shall confidentially and/or anonymously participate in any survey or questionnaire that may be used by researchers or evaluators at the completion of the contract as needed for research purposes. In the process, Grantee shall adhere to any and all guidelines or rules and any state and federal laws governing protection of Client information;
- Grantee's Program Team shall be available for Client case conferencing meetings, service provider meetings, and ongoing trainings pursuant to APD request; and
- Grantee's Program Team shall meet with City's Program Manager or other partners determined by APD as required by APD to review progress and performance. The reviews shall include, but not be limited to, program implementation, problem solving and future performance objectives.

Grantee shall submit the following reports and documentation to City's Project Manager:

- Submission of All Referrals Tracking Document which includes all program referrals, waitlist, all active Clients, and all Clients who have exited the program.
 - Tracking doc shall be submitted on the 1st and 15th of each month.
- Quarterly and Annual Program Report as outlined below (Reporting Schedule)
 - SFAPD Quarterly/Annual Reporting Template provided by SFAPD (Attachment????)
 - In addition to the attached SFAPD Quarterly/Annual Reporting Template, SFAPD and Citywide will have ongoing discussions about performance measurements.
 - Reporting Schedule:
 - Quarterly/Annual reports are due as follows:
 - Q1 (July-Sept) Report due: November 1st
 - Q2 (Oct-Dec) Report due: February 1st
 - Q3 (Jan-March) Report due: May 1st
 - Q4 (April-June) Report and Annual report due: August 1st
 - Invoices
 - Monthly invoices are due on the 15th of each month for services provided in the previous month

Grantee shall use the quarterly/annual report template provided by SFAPD.

At the termination of this Agreement, Grantee shall submit a Final Program report, which will be due on the last day of the following month after the expiration of this Agreement.

7.0 PERFORMANCE MEASUREMENTS

- 100% of referrals will be tracked on the SFAPD All Referrals Tracking document
- 100% of assessed Clients will be assigned to the appropriate level of case management (clinical case management/reentry case management)
- 100% of case managed Clients will receive an individual treatment plan
- Grantee shall maintain 120 Clinical Case Management slots
 - Clinical caseloads will not drop below 90% capacity
- Grantee shall maintain 100 Reentry Case Management slots
 - Reentry caseloads will not drop below 90% capacity

8.0 DEPARTMENT LIAISON

In performing the services provided for in this Agreement, Department Liaison will be the City's Program Manager.

Appendix B—Calculation of Charges

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below.

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office and program supplies; and
- (4) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant should such funds ever supply all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses.

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
2. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
3. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

BUDGET

| ADULT PROBATION DEPARTMENT SUMMARY | | | |
|---|-----------------------|-----------------------|---------------------|
| Proposer's Name: UC Regent | | | |
| (Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/> | | | |
| If modification, Effective Date of Mod. | | No. of Allocation | |
| Program: Adult Probation Department | | | |
| Budget Reference Page No.(s) APD# 2-4 | Year One | Year Two | |
| Program Term | 11/01/2017-10/31/2018 | 11/01/2018-10/31/2019 | Total |
| Expenditures | | | |
| Salaries | \$ 1,376,317 | \$ 1,692,575 | \$ 3,068,892 |
| Benefits | \$ 584,935 | \$ 719,344 | \$ 1,304,279 |
| Operating Expense | \$ 448,927 | \$ 356,474 | \$ 805,401 |
| Subtotal | \$ 2,410,178 | \$ 2,768,394 | \$ 5,178,572 |
| Indirect Percentage Rate not to exceed 12% | 12.00% | 12.00% | \$ 0 |
| Indirect Cost | \$ 289,221 | \$ 332,207 | \$ 621,429 |
| Total Expenditures | \$ 2,699,400 | \$ 3,100,601 | \$ 5,800,000 |
| Prepared by: Constance Revore _____ | | Date: _____ | |
| Approved by: Tonya Jones _____ | | | |
| APD Division Director _____ | | | |

Appendix C – Permitted Subgrantees

Community Works West
Karla's Maids & Handy Man Service

Appendix D—Waivers and Exemptions Granted

CITY AND COUNTY OF SAN FRANCISCO
GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
PATRICK MULLIGAN, DIRECTOR

EDWIN M. LEE, MAYOR



ADPICS document # TBD

Minimum Compensation Ordinance (MCO) Exemption and Waiver Request

If a Contracting Department determines that an agreement qualifies for an Exemption or Waiver from the Minimum Compensation Ordinance (MCO), it shall submit this Exemption and Waiver Request form (P-360) to the Office of Labor Standards Enforcement (OLSE) along with any supporting documentation and certify in writing that the agreement meets the requirement of the particular Exemption or Waiver requested.

Department: Adult Probation Date Submitted: 08/26/2017

Contact Name: Verónica Martínez Phone: 415-553-9250

The Regents of the University of California, Department of Psychiatry,
Vendor Name: Division of Citywide Case Management Programs Vendor No.: 000009023

Contract \$ Amount: \$5,800,000

Exemption Request

This transaction is exempt from MCO because: *(Check the appropriate box.)*

- The contract was signed before October 8, 2000, or the contract is based on an RFP issued before October 8, 2000 with no Change Notices issued after that date.
- The number of contractor's employees, plus the number of any parent, subsidiaries, or subcontractor's employee is 5 or fewer (or, for contracts signed before October 14, 2007 or based on an RFP issued before October 14, 2007 with no Change Notices issued after that date, 20 or fewer). Contractor's documentation is attached.
- During this fiscal year, this department's transactions with the contractor, including this contract, total less than \$25,000. This contract's amount for this fiscal year is \$_____. The contractor's total contracts with the City this fiscal year, including this contract, amount to \$_____. (Attach ADPICS Screen 2440, Purchase Orders/Contracts By Name)
- Other: Government Agency (Reference the MCO Chapter 12P.2 "Definitions" and cite the specific "Excluded Contracts" section (2A) thru (16) under which the Exemption is requested. Documentation may be needed, depending on the exemption, but is not required for contracts with public entities.)

Waiver Request

This transaction is appropriate for a waiver based on the indicated section of Chapter 12P: *(Check the appropriate box; the contracting department must attach documentation.)*

- Sole source. (12P.7(a)) *(Attach the OCA P-21.5(b) Sole Source Waiver Request.)*
- Emergency. (12P.7(b))
- No vendors comply. (12P.7(c))
- Bulk purchasing. (12P.7(d))
- Nonprofit Corporation: economic hardship, impact on services, or no increase in contract allocation to cover CPI increase. Include a statement from the nonprofit corporation. (12P.8)
- PUC. Bulk water, electricity or natural gas; or spinning reserve, voltage control, or loading scheduling. (12P.9)
- Collective Bargaining. Include relevant portions of the collective bargaining agreement. The agreement must explicitly waive MCO benefits. (12P.10)

SF OFFICE OF LABOR STANDARDS ENFORCEMENT, CITY HALL ROOM 430
1 DR. CARLTON B. GOODLETT PLACE • SAN FRANCISCO, CA 94102

MCO/HCAO Tel (415) 554-7903 • Fax (415) 554-6291
WWW.SFGOV.ORG/OLSE

Department Signature

Request submitted by department head or authorized representative:

Verónica Martínez
Signature

Veronica Martinez
Print Name

Instructions

ADPICS document number: This is very important. If possible, create the ADPICS document for this transaction before you submit this form. If that is not possible, create the ADPICS document as soon as possible thereafter, and call or e-mail OLSE and give them the number. If you create a requisition, the document # will begin with "RQ." If you create a purchase order, the document # will begin with "PO." If you create a blanket, the document # will begin with "BP."

Contact Name: The person in your office OLSE should call for more information.

Vendor Number: Check the vendor file. In ADPICS, go to screen 9600 (Vendor Name Inquiry), enter the contractor's name and press Enter. If a match comes up, go to screen 9510 (Vendor Header) to confirm it's the correct vendor.

Exemption Category: See the definition of "contract" in 12P.2 for a list of transactions that are exempt from the MCO. The three most common categories are listed. If the exemption is based on the number of employees, keep the original of the contractor's documentation and attach a copy to this form.

Waiver Category: See the indicated sections of Chapter 12P for details on each type of waiver.

Waiver Documentation: OLSE needs documentation to consider your waiver request. If you submit this form without documentation, the request cannot be processed.

Routing Instructions

Send this form (plus any documentation) to OLSE (mco@sfgov.org). Keep copies. After OLSE approves or disapproves the request, OLSE will return the request form to you. The completed Exemption/Waiver Request form, plus any supporting documentation should be attached to the contract package.

Office of Labor Standards Enforcement use only! OLSE Request Code: _____

Action: Approved Disapproved

Signature: Beverly Ryzak Date: 9/27/17

Print Name: Beverly Ryzak

MCO FORM P-360 EXEMPTION AND WAIVER 6-16



ADPICS document # TBD

Health Care Accountability Ordinance (HCAO)
Exemption and Waiver Request

If a Contracting Department determines that an agreement qualifies for an Exemption or Waiver from the Health Care Accountability Ordinance (HCAO), it shall submit this Exemption and Waiver Request form (P-366) to the Office of Labor Standards Enforcement (OLSE) along with any supporting documentation and certify in writing that the agreement meets the requirement of the particular Exemption or Waiver requested.

Department: Adult Probation Date Submitted: 08/26/2017
Contact Name: Verónica Martínez Phone: 415-553-9250
The Regents of the University of California, Department of Psychiatry,
Vendor Name: Division of Citywide Case Management Programs Vendor No.: 000009023
Contract \$ Amount: \$5,800,000

Exemption Request

This transaction is exempt from HCAO because: (Check the appropriate box.)

- The contract was signed before July 1, 2001, or the contract is based on an RFP issued before July 1 with no Change Notices issued after July 1.
- The Contract duration is for less than one year.
- During this fiscal year, this department's transactions with the contractor, including this contract, total less than \$25,000 or less than \$50,000 if the contractor is a nonprofit. This contract's amount for this fiscal year is \$_____. The contractor's total contracts with the City this fiscal year, including this contract, amount to \$_____. (Attach ADPICS Screen 2440, Purchase Orders/Contracts By Name)
- Other: (Reference the HCAO Chapter 12Q.2.4 "Contract" and cite the specific "Excluded Contracts" section (a) thru (b)(16) under which the exemption is requested.) Government Agency (Documentation may be needed, depending on the exemption, but is not required for contracts with public entities.)

Prime Contractor is Exempt, but Subcontractors are not

- The prime contractor is exempt from HCAO because at the time the contractor signed the contract, it, and any parent or subsidiary companies, had 20 or fewer employees if the contractor is a for-profit company, or 50 or fewer employees if the contractor is a non-profit. The number of employees includes any employees the contractor plans to hire to fulfill this contract. The department has attached documentation from the contractor.

Waiver Request

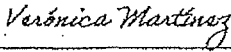
This transaction is appropriate for a waiver based on the indicated section of Chapter 12Q: (Check the appropriate box.)

- Collective Bargaining Agreement. The contracting department has attached documentation, including relevant portions of a bona fide collective bargaining agreement in which all or any portion of the applicable requirements of HCAO is waived, providing such waiver is explicitly set forth in the agreement in clear and unambiguous terms. Sec.12Q.8
- Sole Source. The contracting department has attached documentation. Sec. 12Q.6(a)(1). Attach OCA P-21.5(b) Sole Source Waiver Request.

- Emergency. The contracting department has attached documentation. Sec. 12Q.6(a)(2).
- No vendors comply. The contracting department has attached documentation. Sec. 12Q.6(a)(3).
- Public Interest. The waiver is needed because HCAO would cause an adverse impact on services or unreasonable adverse financial impact on City. Sec. 12Q.6(a)(4).
- Bulk Purchasing. The contracting department has attached documentation. Sec. 12Q.6(a)(5)
- PUC. Bulk water, electricity or natural gas; or spinning reserve, voltage control, or loading scheduling. Sec. 12Q.7.

Department Signature:

Request submitted by department head or authorized representative:

| | |
|---|--|
|  _____ Signature | Veronica Martinez _____ Print Name |
|---|--|

Instructions

ADPICS document number. This is very important. If possible, create the ADPICS document for this transaction before you submit this form. If that is not possible, create the ADPICS document as soon as possible thereafter, and call or e-mail OLSE and give them the number. If you create a requisition, the document # will begin with "RQ." If you create a purchase order, the document # will begin with "PO." If you create a blanket, the document # will begin with "BP."

Contact name. The person OLSE should call for more information.

Vendor Number: Check the vendor file. In ADPICS, go to screen 9600 (Vendor Name Inquiry), enter the contractor's name and press Enter. If a match comes up, go to screen 9510 (Vendor Header) to confirm it's the correct vendor.

Exemption Category: See the definition of "contract" in 12Q.6 for a list of transactions that are exempt from the HCAO. The four most common categories are listed. Attach documentation as indicated.

Waiver Category: See the indicated sections of Chapter 12Q for details on each type of waiver.

Waiver Documentation: OLSE needs documentation to consider your waiver request. If you submit this form without documentation, the request cannot be processed.

Routing Instructions

Send this form (plus any documentation) to OLSE (hcao@sfgov.org). Keep copies. After OLSE approves or disapproves the request, OLSE will return the request form to you. The completed Exemption/Waiver Request form, plus any supporting documentation should be attached to the contract package.

Office of Labor Standards Enforcement use only! OLSE Request Code: _____

Action: Approved Disapproved

Signature: Beverly H. Pogak _____ Date: 9/27/17

Print Name: Beverly Pogak _____



CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION

S.F. ADMINISTRATIVE CODE CHAPTERS 12B and 14B
WAIVER REQUEST FORM
(C-90-201)

Send completed waiver requests to:
cmd.waiverrequest@sfgov.org or
CMD, 20 Van Ness Avenue, Suite 200, San Francisco, CA
94102

| | |
|------------------|------|
| FOR CMD USE ONLY | |
| Request Number: | 8839 |
| RECEIVED | |
| SEP 25 2017 | |
| BY: | cmd |

> Section 1. Department Information

Department Head Signature: Kevin L. Martin
 Name of Department: Adult Probation
 Department Address: 880 Bryant Street Room 200, San Francisco CA 94103
 Contact Person: Verónica Martínez
 Phone Number: (415) 553-9228 E-mail: veronica.martinez@sfgov.org

> Section 2. Contractor Information

Contractor Name: UCSF - SFGH PSYCHIATRY DEPT Vendor No.: V# C08270
8000009023
 Contractor Address: 982 Mission Street, San Francisco CA 94103
 Contact Person: Navjot Mahal-Gill Contact Phone No.: (415) 579-1970

> Section 3. Transaction Information

Date Waiver Request Submitted: 9/13/2017 Type of Contract: Professional Services
 Contract Start Date: October 1, 2017 End Date: September 30, 2019 Dollar Amount of Contract \$ 5,800,000.00

> Section 4. Administrative Code Chapter to be Waived (please check all that apply)

Chapter 12B
 Chapter 14B Waiver Employment and LBE subcontracting requirements may still be in force even when a 14B waiver (type A or B) is granted.

> Section 5. Waiver Type (Letter of Justification must be attached, see Check List on back of page.)

A. Sole Source
 B. Emergency (pursuant to Administrative Code §§8.00 or 21.15)
 C. Public Entity
 D. No Potential Contractors Comply (Required) Copy of waiver request sent to Board of Supervisors on: _____
 E. Government Bulk Purchasing Arrangement (Required) Copy of waiver request sent to Board of Supervisors on: _____
 F. Shell Entity (Required) Copy of waiver request sent to Board of Supervisors on: _____
 G. Subcontracting Goals
 H. Local Business Enterprise (LBE)

| | |
|--|---------------------------|
| CMD/HRC ACTION | |
| 12B Waiver Granted: <input checked="" type="checkbox"/> | 14B Waiver Granted: _____ |
| 12B Waiver Denied: _____ | 14B Waiver Denied: _____ |
| Reason for Action: <u>SOLE SOURCE PROVIDES HIGHLY SPECIALIZED MENTAL HEALTH SERVICES FOR ADULT PROBATION CLIENTS</u> | |
| CMD Staff: <u>[Signature]</u> | Date: <u>9-26-2017</u> |
| CMD Director: <u>[Signature]</u> | Date: _____ |
| HRC Director (12B Only): _____ | Date: _____ |

CMD-201 (Rev. 1014)

This form available at: <http://bit.ly/cmd101>

Chapter 12T Waiver Request

Chapter 12T of the San Francisco Administrative Code is related to City contractor/subcontractor consideration of criminal history and employment decisions. Administrative Code Section 12T.8 authorizes the Director of the Office of Contract Administration (OCA) to waive the requirements of Chapter 12T (Chapter) under circumstances described therein.

Directions: Use this as a word processing document to justify a Chapter 12T waiver request. The department requestor must complete the information below and attach a memorandum with appropriate supporting documentation to justify this request. The memorandum must provide specific and comprehensive information that explains why the requested transaction should receive a waiver under Administrative Code Section 12T.

The 12T waiver request must be approved before the department makes a commitment to the vendor, and before funds are encumbered. If the 12T waiver request is to change the term, amount, or scope of an existing contract; attach a copy of the original contract, and any prior 12T waiver determinations made by OCA. When processing applicable contracts and modifications for signature; attach the approved 12T waiver form to the contract documents.

This form is required for every transaction, contract, or contract modification that the department wishes to be treated as an exception to 12T. For additional information contact the OCA Purchaser assigned to your department.

The department head must sign and date this request prior to submitting to OCA.

Department: Adult Probation (APD)

Date Submitted: 09/29/2017

Contact: Annyse Acevedo

Phone: 415-553-1691

Vendor Name: UCSF - SFGH Psychiatry Dept.

Supplier ID: S0000009023

Type of

Contract: Commodity _____ Professional Service X Non-Professional Service _____
Other (specify): _____

Amount: \$ 5,800,000

ADPICS Doc No: TBD

Duration: Two years

Summarize the product or service:

Behavioral health and reentry services through APD's Community Assessment and Services Center (CASC). The CASC is a one-stop services center that provides on-site adult probation department supervision and a wide range of community services to clients of APD and other justice involved San Francisco residents.

All waiver requests must be submitted for approval by the Director of OCA and answer the following questions:

Chapter 12T Waiver Request

1. What are the reasons for requesting the waiver?
2. What steps were taken to find an entity that complies with this Chapter?
3. Why the waiver does not defeat the intent of this Chapter?
4. What efforts were made to get the contractor in compliance with this chapter?

Check the statement below addressing the above questions and attach the appropriate documentation.

- (a.1) There is only one prospective contractor willing to enter into a contract with the City and the prospective contractor is not currently disqualified from doing business with the City. Attach a copy of the approved OCA sole source form.
- (a.2) The contracting department, board, or commission certifies that pursuant to Administrative Code provisions, the contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Chapter and is capable of responding to the emergency is immediately available. Cite the Administrative code provision under which your department is declaring an emergency.
- (a.3) City Attorney certifies that the contract involves specialized litigation requirements such that it would be in the City's best interest to waive the requirements of this Chapter.
- (b) Prospective contractor is a public entity and the good, service, construction service or property contract is not available from another source, and that the proposed contract or property contract is necessary to serve a substantial public interest.
- (c) The requirements of this Chapter will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency, and that the Department Representative with delegated authority has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Chapter.
- (d.1) There are no qualified responsive bidders or prospective contractors who could be certified compliant with the requirements of this Chapter. Further, the contract or property contract is for goods, a service, or a project that is essential to the City or City residents.
- (d.2) The transaction entered into pursuant to bulk purchasing arrangements through Federal, State or regional entities will materially reduce the City's purchasing costs and would be in the best interests of the City.
- (d.3) The requirements of this Chapter would result in the City's entering into a contract with an entity that was set up, or is being used, for the purpose of evading the intent of

Page 2 of 3

Chapter 12T Waiver Request

this Chapter.

Submitted by:

Department Head Signature: Karen M. Mitten Date: 10/3/2017

PURCHASING DEPARTMENT
17 DEC - 1 AM 8:43
RECEIVED

OCA Review and Approval:

12T Waiver Approved: 12T Waiver Denied:

Reason for Determination:

The vendor is a public entity.

Recommending OCA Staff: _____ Date: _____

Recommending OCA Supervising Staff: _____ Date: _____

Approved by OCA Director: Mr. W. J. Fogarty Date: 12/5/2017

City and County of San Francisco

Adult Probation Department
Hall of Justice



*Protecting the Community, Serving Justice and
Changing Lives*

KAREN L. FLEYCHER
Chief Adult Probation Officer

To: Alario Degrafinried, Assistant Director, Office of Contract Administration and Purchasing

From: Diane Lim Adult Probation Department, Director of Finance and Administrative Services

Date: October 4, 2017

Subject: Administrative Code 12T Requirements Waiver Request: University of California San Francisco
Psychiatry Department (UCSF)

The Adult Probation Department (APD) requests a waiver of the Administrative Code 12T Consideration of Criminal History in Hiring and Employment Decisions to enter into an agreement for professional services with The Regents of the University of California San Francisco Psychiatry Department (UCSF).

UCSF was selected through a highly competitive solicitation process to provide behavioral health and reentry services through APD's Community Assessment and Services Center (CASC).

An independent evaluation panel determined that UCSF was the most qualified Proposer to provide this service for people under the supervision of APD. APD's supervised population is highly vulnerable. Many of its clients present severe mental health and substance use challenges that lead to chronic incarceration and overuse of both the criminal justice and public health systems.

Being a governmental agency, The Regents of the University of California of San Francisco/SFGH Psychiatry Department, is not able to comply with the City's 12T requirements. However, this agency is the most qualified and experienced to provide the requested services for this unique population; as demonstrated by the rigorous RFP process conducted by APD and monitored by CMD representative, Ryan Young, between June and August 2017.

APD requests a waiver of the Administrative Code 12T for this Agreement on the basis that the services requested are highly specialized with a unique target population, and selected supplier has the appropriate set of skills, and expertise to deliver such services.

Please do not hesitate to contact Annyse Acovedo, Senior Administrative Analyst with any questions or comments you may have. Annyse can be reached at annyse.acovedo@sfgov.org or 415-553-1691.

Thank you for your consideration.

Attachments:
Chapter 12T Waiver Request Form
RFP#APD2017-03
CMD Award Memo - APD2017-03

880 Bryant Street, Room 200 • San Francisco, CA 94103 • Phone (415) 553-1706 • Fax (415) 553-1771

Lim, Diane (ADP)

From: Lim, Diane (ADP)
Sent: Wednesday, October 04, 2017 1:57 PM
To: Degrafinried, Alaric (ADM)
Cc: Acevedo, Annyse (ADP); Jones, Tonya (ADP)
Subject: Admin Code I2T Requirements Waiver Request - UCSF
Attachments: 201710041332.pdf

Hi Alaric,

The Adult Probation Department is requesting a I2T Waiver, for the Regents of the University of California San Francisco the form is attached for your review.
We will be hand delivering the paper copies to your office either later today or tomorrow.

Thank you in advance for your time and consideration

Diane Lim
Director of Finance and Administrative Services
San Francisco Adult Probation Department
415-553-1058 Phone
415-575-8895 Fax

City and County of San Francisco



Edwin M. Lee, Mayor

First Source Hiring Program

Office of Economic and Workforce Development
Workforce Development Division

NON-CONSTRUCTION FIRST SOURCE EMPLOYER'S PROJECTION OF ENTRY LEVEL POSITIONS

By signing this form, employers agree to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code. As an indication of good faith efforts to comply with First Source, the Employer must fill out this form at commencement of contract/tax year to indicate:

- For a Tenant/Sub-tenant, the number of Entry Level Positions in the company that are currently filled and those that are currently available on premises leased by the City of San Francisco.
- For the successful Developer, Contractor, or Subcontractor, Entry Level Positions that are currently filled and those that will be available during construction work.
- For a tenant of a private commercial project that falls under Chapter 83 provisions of the City Administrative Code, the number of Entry Level Positions that are currently filled and those that will be available within the lease holding business at project address.
- For companies applying for the Biotech Payroll Tax Exclusion and Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion, the number of Entry Level Positions that are currently filled and those that will be available in the current tax year.
- For a successful organization awarded a City contract in excess of \$50,000, the number of Entry Level Positions that are currently filled and those that will be available within the business or non-profit organization.
- If positions listed are subject to collective bargaining agreements.

Note: If an Entry Level Position becomes available during the term of the lease and/or contract, Employer must notify the First Source Hiring Administration.

Entry Level Position means a non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation.

Type of Employer (check one):

- | | |
|--|--|
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Subtenant |
| <input type="checkbox"/> Developer | <input type="checkbox"/> Biotech Payroll Tax Exclusion applicant |
| <input checked="" type="checkbox"/> Contractor | <input type="checkbox"/> "Scene in San Francisco" Rebate applicant |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Tech |
| <input type="checkbox"/> Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion applicant | |

Identify Project or Construction Project (if applicable): CASC
 Name of Employer: UCSF/CITYWIDE CASE
 MANAGEMENT PROGRAM
 Street Address: 982 MISSION STREET
 City: SAN FRANCISCO
 Telephone: 415-597-8077 Fax: 415-597-8004

City Department (if Contract or Lease): ADULT PROBATION
 Contact Person: KATHLEEN CONNOLLY LACEY
 State: CALIFORNIA Zip: 94103
 Email: kathleen.connolly@ucsf.edu

David Reed, LLC

Don't sign this document until you have read the terms and conditions of the contract. If you have any questions, please contact the City of San Francisco at 415-557-4444 or 415-557-4445.

12/06/2017

Signature of authorized employer representative

Date

| Entry-Level Position Title | Number Currently Filled | Number Currently Available | Number Projected to Become Available in the next 6 Months | Estimated Date of Next Available Position |
|----------------------------|-------------------------|----------------------------|---|---|
| N/A | N/A | 0 | 0 | N/A |
| | | | | |
| | | | | |
| | | | | |

Please fax, email, or mail this form SIGNED to:
 Attn: Business Services
 Office of Economic and Workforce Development
 1 South Van Ness Avenue, 5th Floor
 San Francisco, CA 94103



ATTACHMENT 1 – GRANTEE OPERATIONS MATRIX

| ATTACHMENT 1 – GRANTEE OPERATIONS MATRIX | | | |
|--|--|--|---|
| | | | Review Date: |
| Performance Enhancement Goal | Measurement | Level Achieved: 5=Perfect 3=Occasional challenges 1=Unsatisfactory 1=Needs Attention | Notes – APD and Contractor Feedback If benchmark doesn't apply to vendor, please put N/A in this column. |
| Submits required quarterly and annual reports and responds to APD requests for clarification or revision by due dates. | Submission due date and responsiveness to template. | | |
| Submits all data collection/entry/submission accurately and on time. | Monthly data collection spreadsheets are accurate and updated and submitted on time. | | |
| As required, Contractor submits monthly progress reports to DPOs and case managers, and other agreed upon parties that details client progress, challenges and recommendations for improvements. | Progress reports (or the like) are submitted monthly to all appropriate parties. | | |
| Adheres to agreed upon contract budget; and spends in accordance with projected average monthly expenses. | Contractor is not spending outside of agreed upon line items; and is using funds according to budget plan. | | |

| | | | |
|--|--|--|--|
| Contractor submits monthly reimbursement invoices on time, provides all required justification documentation, and responds to APD requests for clarification in a timely manner. | Reimbursement invoice is submitted on time, along with required documentation. | | |
| As applicable, Contractor works collaboratively with SFAPD to execute new contracts or amendments. | Contractor and SFAPD communicate regularly until time sensitive document is completed. | | |
| Contractor attends required quarterly, contract check or other as required meetings. | Draft of Plan Finalized Plan | | |
| Contractor complies with contractual communication protocols, reaching out to DPOs, SPOs, case managers, collateral services partners and contract manager to ensure timely sharing of client and program information. | All parties have been appropriately contacted per communication protocols. | | |

| | | | |
|---|---|--|--|
| Contractor proactively promotes services to SFAPD staff and if serving non SFAPD clients to other law enforcement jurisdictions and community partners with the goal of ensuring that program capacity is filled. | Contractor agrees to a minimum of 2 presentations to SFAPD staff per year, and as relevant to services eligibility, conducts regular outreach to the community. | | |
| Other | | | |

Attachment 2 – SFAPD Notice of Grantee Operations Requirements - Review and Action

Date:

Description of Contract Requirement in need of Review:

Action Request:

Date Action should be completed by:

Name and title of person completing the form

Signature of person completing the form

Date

A copy of this form will be placed in the contract/grantee file.

Attachment 3 – SFAPD Quarterly/Annual Report Template

Please answer the following questions in a word doc and submit it with the Q/A report

Narrative CASC/CFR/WRP

1. Description of Services Provided:
2. Explanation and Analysis of the Data Provided:
3. Major Events Planned for the Next Reporting Period:
4. Administrative Operations:
*Successes, challenges, and resolutions, and plans for the next quarter
5. Staffing and Training Updates:
*Successes, challenges, and resolutions, and plans for the next quarter
6. CASC Program, Client and Community Development/Engagement:
*Successes, challenges, and resolutions, and plans for the next quarter
7. Housing Outcomes:
*Successes, challenges, and resolutions, and plans for the next quarter
8. Income Support Outcomes:
*Successes, challenges, and resolutions, and plans for the next quarter
9. Behavioral Health Outcomes:
*Successes, challenges, and resolutions, and plans for the next quarter
10. For the annual report, please include at least one profile of a program participant who has been successful and at least one profile of a program participant that has unsuccessfully exited the program.

San Francisco Adult Probation Department
Reentry Services - Quarterly Reporting
FY 2017-18

Service Provider: _____
 Reporting Period: _____

- *Number of clients homeless or unstably housed at intake in reporting period
- *Number of clients placed in permanent housing in reporting period
- *Number of clients participating in APD transitional housing programs in reporting period

| # | Measure Name | Q1 | Q2 | Q3 | Q4 | Annual |
|----|---|----|----|----|----|--------|
| 1 | Total number of referrals received in reporting period | | | | | |
| 2 | Total number of referrals for Clinical Case Management in reporting period (subset of #1) | | | | | |
| 3 | Total number of referrals for Reentry Case Management in reporting period (subset of #1) | | | | | |
| 4 | Total number of referrals for classes/groups only in reporting period (subset of #1) | | | | | |
| 5 | Total number of referrals from Reentry Pod (subset of #1) | | | | | |
| 6 | Referral Analysis (unduplicated--1st time received) | | | | | |
| 7 | Clinical Case Management | | | | | |
| 8 | Reentry Case Management | | | | | |
| 9 | Classes/Groups | | | | | |
| 10 | Reentry Pod | | | | | |

| | | | | | | |
|----|--|--|--|--|--|--|
| 11 | Number of clients enrolled in reporting period | | | | | |
| | <i>Define "enrolled" (ie. received intake, completed assessment, etc.):</i> | | | | | |
| 12 | Number of clients enrolled Case Management in reporting period (subset of #11) | | | | | |
| 13 | Number of clients enrolled in Clinical Case Management in reporting period (subset of #12) | | | | | |
| 14 | Number of clients enrolled in Reentry Case Management in reporting period (subset of #12) | | | | | |
| 15 | Number of clients enrolled in classes/groups only in reporting period (subset of #11) | | | | | |
| 16 | Number of clients enrolled from the Reentry Pod in reporting period (subset of #11) | | | | | |
| 17 | Number of clients from Reentry Pod enrolled in Case Management in reporting period (subset of #16) | | | | | |
| 18 | Number of clients from Reentry Pod enrolled in classes/groups only in reporting period (subset of #16) | | | | | |
| 19 | Number of case managed clients with identified mental health need at intake during reporting period | | | | | |
| 20 | Number of case managed clients with identified substance dependency issue at intake during reporting period | | | | | |
| 21 | Number of case managed clients homeless or unstably housed at intake during reporting period | | | | | |
| 22 | Number of case managed clients participating in APD funded transitional housing programs during reporting period | | | | | |
| 23 | Number of clients placed in permanent housing in reporting period | | | | | |
| 24 | Total number of clients participating in Case Management in reporting period | | | | | |
| 25 | Total number of clients participating in classes/groups in reporting period | | | | | |
| 26 | Number of clients enrolled in reporting period with a treatment or action plan created | | | | | |
| 27 | Number of case managed clients addressing the following needs in reporting period | | | | | |

| | | | | | | |
|----|---|--|--|--|--|--|
| | Employment | | | | | |
| | Housing | | | | | |
| | Education | | | | | |
| | Income Support (non-employment) | | | | | |
| | Substance Abuse Treatment | | | | | |
| | Mental Health Treatment | | | | | |
| | Life Skills | | | | | |
| | Employment | | | | | |
| 28 | Number of clients in need of income support at intake (enter w/no income) in reporting period | | | | | |
| 29 | Number of case managed clients receiving GA as of end of reporting period | | | | | |
| 30 | Number of case managed clients receiving SSI as of end of reporting period | | | | | |
| 31 | Number of case managed clients employed as of end of reporting period | | | | | |
| 32 | Number of clients exiting case management in reporting period | | | | | |
| 33 | Number exiting program - inactive/lack of engagement (subset of #32) | | | | | |
| 34 | Number exiting program - different level of service needed (subset of #32) | | | | | |
| 35 | Number exiting program - completed probation (subset of #32) | | | | | |
| 36 | Number exiting program - successfully completed program (subset of #32) | | | | | |

| | | | | | | |
|--|--|--|--|--|--|--|
| 37 | Number of clients who completed classes/groups in reporting period | | | | | |
| <i>Please breakdown class/group graduates by class type in narrative section</i> | | | | | | |
| 38 | Number of active participants as of the last day in reporting period | | | | | |
| 39 | Of those exiting case management in reporting period, mean length of stay in program | | | | | |
| 40 | Of those exiting case management in reporting period, median length of stay in program | | | | | |
| 41 | Number of case managed clients receiving clinical therapy from a DPH clinician during reporting period | | | | | |
| 42 | Number of active "case managed" clients at the end of reporting period | | | | | |
| 43 | Number of active "classes/groups only" clients at the end of reporting period | | | | | |
| 44 | Other | | | | | |

Demographics
 San Francisco Adult Probation Department
 Reentry Services – Quarterly Reporting FY2017-18

Service Provider: _____
 Reporting Period: _____

| | Q1 | Q2 | Q3 | Q4 | Annual |
|---|----|----|----|----|--------|
| Total | | | | | |
| 18 - 25 years old | | | | | |
| 26 - 35 years old | | | | | |
| 36 - 45 years old | | | | | |
| 46 - 55 years old | | | | | |
| 56 - 65 years old | | | | | |
| 66 and older | | | | | |
| Total by Race/Ethnicity | | | | | |
| African American | | | | | |
| Asian | | | | | |
| Caucasian | | | | | |
| Hispanic | | | | | |
| Pacific Islander | | | | | |
| Other | | | | | |
| Total with no criminal record | | | | | |
| Total with custodial history | | | | | |
| Total by Supervision Type | | | | | |
| Probationer | | | | | |
| A109 Client (PRCS or Mandatory Supervision) | | | | | |
| Total by Living Situation | | | | | |
| Permanently housed | | | | | |
| Living with family / friends | | | | | |
| In residential program | | | | | |
| Living in transitional or temporary housing (incl. APD stabilization units) | | | | | |
| In shelters | | | | | |
| Homeless (and none of the above) | | | | | |
| Total by Education Level | | | | | |
| Graduated college | | | | | |
| Some college | | | | | |
| Completed Associates Degree | | | | | |
| Graduated high school | | | | | |
| GED | | | | | |
| Some high school | | | | | |
| Total receiving income support at time of enrollment | | | | | |
| Receiving CAAP (GA, PAES, CalWORKS) | | | | | |
| Receiving SSI, SSDI, or SDA | | | | | |
| Receiving other income support (CalFresh, etc) | | | | | |
| Total with health insurance at time of enrollment | | | | | |
| Medicaid | | | | | |
| Private | | | | | |
| None | | | | | |
| Total by Employment Status | | | | | |
| Employed full-time | | | | | |
| Employed part-time | | | | | |
| Unemployed | | | | | |



City and County of San Francisco Adult Probation Department



REQUEST FOR PROPOSALS
Community Assessment Services Center
RFP#APD2017-03

CONTACT: veronica.martinez@sfgov.org

Overview

The City and County of San Francisco (City) Adult Probation Department (SFAPD) invites proposals from qualified firms* to provide behavioral health and reentry services through its Community Assessment and Services Center (CASC). The CASC is a one-stop services center that provides on-site adult probation department supervision and a wide range of community services to clients of SFAPD and other justice involved San Francisco residents. The CASC will be a joint operation of SFAPD and the Contractor selected through this RFP.

The SFAPD's mission is "Protecting the Community, Serving Justice and Changing Lives." The SFAPD achieves excellence in community corrections, public safety and public service through the integration of Evidence Based Practices (EBP). The SFAPD has incorporated a victim centered approach and Gender Responsive Guiding Principles into its supervision strategies. The goals of SFAPD are to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

*Each Proposer must demonstrate that it meets the Minimum Qualifications described herein to be considered for evaluation. Please review the Minimum Qualifications as a first step in the RFP response process.

Estimated Cost: \$2,900,000 plus 2.5% cola increases annually for an initial period of two years. Contingent on performance, APD may extend the contract for a total term not to exceed five years and increase the contract amount in accordance with City rules and regulations, including the City's Civil Service Commission. The actual contract term and amount are subject to City rules and regulations, availability of funding, proposals, and contract negotiations.

Desired Start Date: October 1, 2017

Estimated Contract Terms: Two-year initial term with an additional three-year term extension option subject to City approval. Actual contract periods may vary, depending upon service needs and contractor performance. APD shall have the sole discretion to extend the Agreement term for up to a total of five years.

Schedule**

| | |
|--|-------------------|
| RFP issued | 06/01/2017 |
| Registration to Mandatory Pre-Proposal Conference (5:00 pm PT) | 06/08/2017 |
| Mandatory Pre-Proposal Conference (1:00 – 3:00pm PT)..... | 06/12/2017 |
| RFP Questions Deadline (3:00 pm PT) | 06/12/2017 |
| RFP Answers and Clarifications Available | 06/16/2017 |
| Proposals Deadline (12:00 pm PT) | 07/06/2017 |
| Interviews with short-list of Proposers | 07/27-28/2017 |
| Intent to Award Contract Notification | 08/04/2017 |
| Contract commences | 10/01/2017 |

Local Business Enterprise

Subcontracting: There is 4% local business enterprise (LBE) subcontracting goal for this RFP or the contract awarded from this RFP. LBEs are strongly encouraged to submit proposals and will receive scoring bonuses in accordance with RFP Section 6.

**Each date subject to change. Check [Office of Contract Administration website](#) for latest schedule.

RFP Questions and Communications

Interested parties are directed NOT to contact any employees, agents or officials of the City other than those specifically designated in this RFP and its Attachments. No questions will be accepted after the RFP Questions Deadline with the exception of City vendor compliance and Contract Monitoring Division (CMD) form questions.

Pre-Proposal Conference in-person attendance is **mandatory**. See RFP Section 3 for more information.

All questions must be submitted by E-mail to veronica.martinez@sfgov.org by the RFP Questions Deadline.

Adult Probation Department • 880 Bryant Street, Room 200 • San Francisco, CA 94103
<http://www.sfgov.org/adultprobation>

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RFP Exhibits

| | |
|----------------------|---|
| <i>RFP Exhibit A</i> | SFAPD CASC Program Assessment Summary, author San Francisco Controller's Office |
| <i>RFP Exhibit B</i> | <i>San Francisco Criminal Justice Developing Efforts</i> |
| <i>RFP Exhibit C</i> | <i>CASC Sample Reporting Template</i> |
| <i>RFP Exhibit D</i> | <i>Sample Sub-Lease Agreement</i> |

1 Background

1.1 Terms and Acronyms Used in this RFP.

| <u>TERM</u> | <u>DEFINITION</u> |
|---|---|
| <u>ACT</u> | Assertive Community Treatment |
| <u>Assessment</u> | A service that is based on a method of interview, observation, and analysis. This service may include a clinical analysis of the history and current status of a client or patient's mental, emotional, or behavior disorder, substance dependency history, relevant cultural issues and history, trauma history, diagnosis, and the use of assessment tools. |
| <u>Attachment(s) or RFP Attachment(s)</u> | Each document/template that must be used by the Proposer to respond to this RFP. In addition to this main RFP document, there are seven Attachments that are considered part of the RFP package. |
| <u>Agreement</u> | The binding legal document resulting from this RFP process. Also known as Contract. |
| <u>APD or Department</u> | City and County of San Francisco Adult Probation Department, also known as SFAPD. |
| <u>APD Partners or Partners</u> | Service providers, court systems, law enforcement agencies, and community based organizations providing auxiliary services to APD Clients. |
| <u>Behavioral Health</u> | Behavioral health includes ways of promoting well-being by preventing or intervening in mental illness as well as preventing or intervening in substance abuse or other addictions |
| <u>Best Practice</u> | A body of knowledge that may include scientific, practical or anecdotal elements and that is perceived as an effective method of treatment. |
| <u>CDCR</u> | California Department of Corrections and Rehabilitation |
| <u>Case Management</u> | The total provision of services to a client/consumer that addresses the needs of the client to function at his or her best level in the community, often arranging for appropriate services and support. |
| <u>Case Manager</u> | A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met. |
| <u>CASC</u> | Community Assessment and Services Center (CASC) is a one-stop services center that provides on-site adult probation department supervision and a wide range of community services to clients of APD and other justice involved San Francisco residents. CASC will be a joint operation of SFAPD and the Contractor selected under this RFP. |
| <u>CBT</u> | Cognitive Behavioral Therapy |
| <u>City or CCSE</u> | City and County of San Francisco. |
| <u>Client(s)</u> | Any client or consumer of the SFAPD who does or could receive care services and resources to improve the quality of his or her life. |
| <u>Clinical Supervisor</u> | The individual, preferably a licensed clinician, who will oversee the Program, ensure compliance, and demonstrate progress towards agreed upon client and program outcomes. |
| <u>COMPAS</u> | Correctional Offender Management Profiling for Alternative Sanctions is a validated risk and needs assessment instrument which calculates a client's criminogenic risks and needs and informs the development of a client's individualized treatment and rehabilitation plan (ITRP). |

| <u>TERM</u> | <u>DEFINITION</u> |
|--|--|
| <u>Consumer-Driven</u> | A client-centered system of behavioral health care tailored to an individual's needs, preferences, and timetables that views providers and family as partners, not controlling partners. |
| <u>Contract</u> | The binding legal document resulting from this RFP process. Also known as Agreement. |
| <u>Contractor</u> | Any Proposer awarded contract(s) for services under this RFP. |
| <u>Cultural Competence/Multi-Culturalism</u> | The practice of continuous self-assessment and community awareness on the part of service providers to assure a focus on the cultural, linguistic, socio-economic, educational and spiritual experiences of consumers and their families/support systems relative to their care. |
| <u>DOJ</u> | Department of Justice. |
| <u>DPO</u> | Deputy Probation Officer. Also known as Officer. |
| <u>EBP</u> | Evidence Based Practices (EBP) refers to an approach to managing behavioral health services that uses data, which shows consistent evidence of improved outcomes to support decision- making. |
| <u>FACT</u> | Forensic Assertive Community Treatment |
| <u>Family-Driven</u> | A system of care that involves the family of a consumer in the process of assessment, identifying treatment options and developing a treatment plan that is based on and adapted to the consumer's individual needs. |
| <u>ITRP</u> | Individualized Treatment and Rehabilitation Plan is a plan based on a client's criminogenic risk and need, as determined by COMPAS. |
| <u>Justice Involved</u> | San Francisco residents who are currently under state parole, federal probation, participating in San Francisco collaborative courts, released from jail or prison (San Francisco and otherwise), or released from other county, state or federal facilities, who have active cases in SF or other counties, or any other San Francisco residents who have a criminal history. |
| <u>LBE</u> | City and County of San Francisco-certified Local Business Enterprise. |
| <u>Medication Support</u> | Services which include the brokering, prescribing, administering, dispensing and monitoring of psychiatric medications which are necessary to alleviate the symptoms of mental illness and substance dependency. Medication support may include evaluation of the need for medication, evaluation of its clinical effectiveness and side effects, obtaining informed consent, medication education, and plan development related to the delivery of the service and/or assessment of the client/patient. |
| <u>MHSA</u> | 2004 Mental Health Services Act. |
| <u>NIC</u> | National Institute of Correction. |
| <u>OEWD</u> | San Francisco Office of Economic and Workforce Development. |
| <u>Officer</u> | A Deputy Probation Officer of SFAPD. Also known as DPO. |
| <u>Peer Counselor</u> | Partners in the multidisciplinary team who have experience as consumers in the public behavioral health system and whose duties include a peer support role, contributing significantly to the recovery culture and client orientation of the team. |
| <u>Proposal</u> | The submission packet, including all its attachments, presented by a Proposer in response to this RFP. |
| <u>Proposer</u> | Any entity submitting a proposal to this RFP. |
| <u>Recovery</u> | A process where behavioral health clients learn how to self-direct their lives, regain hope and optimism and reclaim positive social experiences. |
| <u>Request for Proposals (RFP)</u> | This document, which is the City and County of San Francisco's request for proposals to provide the goods and/or services being solicited herein. Also known as RFP. |

| TERM | DEFINITION |
|-----------------------------------|---|
| <u>Resilience</u> | The enduring ability of someone to recover from assaults to his/her person, whether physical, mental or emotional and, in the midst of that, maintain a sense of spirit and hope used in reference to children and youth. |
| <u>Service Provider</u> | Individuals, groups, and organizations, including City-operated programs, that delivers services to clients. |
| <u>SFAPD, APD or Department</u> | City and County of San Francisco Adult Probation Department, also known as APD. |
| <u>SFAPD Partners or Partners</u> | Service providers, court systems, jail psychiatric services, law enforcement agencies, and community based organizations providing auxiliary services to APD Clients. |
| <u>Supervision</u> | A person's term of court ordered probation, parole or other justice-involved supervision like that of the Collaborative Courts. |

1.2 Overview of SFAPD's Business and Organization

1.2.1 SFAPD Mission and Goals

The San Francisco Adult Probation Department achieves excellence in community corrections, public safety and public service; and realizes its mission of "*Protecting the Community, Serving Justice and Changing Lives*" through the integration of Evidence Based Practices (EBP). SFAPD has incorporated a victim-centered approach and Gender Responsive Guiding Principles into our supervision strategies, to aid our goals to reduce victimization, improve outcomes, and break the inter-generational cycle of incarceration. SFAPD balances probation supervision accountability with access to essential resources and services which combined, reduce barriers to life stability, and empower clients to build self-sufficiency skills, and permanently exit the criminal justice system.

SFAPD collaborates with law enforcement agencies, courts, the Department of Public Health, victim organizations and community based organizations to provide a unique blend of enforcement, justice, and treatment services.

SFAPD is a leader in its profession, exemplifying the highest standards, and is the recipient of the *American Probation and Parole Association's prestigious President's Award* in recognition of our exemplary community corrections programs, which serve to advance the knowledge, effectiveness and integrity of the criminal justice system. SFAPD extends a continuum of integrated services to address our clients' criminogenic needs and we empower them to become productive law-abiding citizens.

1.2.2 Current Locations of SFAPD and Related Services

| SFAPD Offices | Building Site |
|--|--|
| 880 Bryant Street, Room 200 San Francisco, CA 94103 | Hall of Justice |
| 564 6th St. San Francisco, CA 94103 | Community Assessment Service Center (CASC) |
| 555 Polk Street, 2nd Floor San Francisco, CA 94102 | Community Justice Center |
| 1315 Evans Avenue San Francisco, CA 94124 | Bayview Office |

Consistent with EBP, SFAPD's Deputy Probation Officers (DPOs) provide clients with referrals to match their criminogenic needs and community function factors with programs designed to assist in their rehabilitation and subsistence needs. Our Community Assessment Services Center (CASC) currently located at 564 6th Street is a contracted program that operates a one-stop multi-service center (education

through Five Keys, a certified Charter School, workforce development, job placements, case management, parenting, daily meals, etc.), and it is co-located with one of our probation offices. In addition to CASC's program staff and DPOs, Department of Public Health's staff is stationed there to provide mental health treatment to clients with mental health challenges along with the Human Services agency that enrolls clients in benefits and healthcare, and the Department of Child Support Services which assists people with child support orders.

At our main probation office (Hall of Justice), education services are also provided by our second Five Key Charter School. SFAPD also collaborates with other public service agencies and community based programs, to provide services to our clients. SFAPD's Reentry Division, along with the Reentry Council, annually publishes a comprehensive community resources guide, called "Getting Out and Staying Out," which is a valuable referral tool.

For additional information about programs and services available to APD clients, visit our website at: San Francisco Adult Probation Department - SFGOV.

1.3 Project Background

In 2011, the California Legislature passed the Public Safety Realignment Act (AB 109), which transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. This Act tasked local government at the county level with developing a new approach to reducing recidivism among certain low-level felony criminal offenders. AB-109 took effect October 1, 2011 and realigned three major areas of the criminal justice system.

On a prospective basis, the legislation:

- Transferred the location of incarceration for lower-level offenders (specified non-violent, non-serious, non-sex offenders) from state prison to local county jail pursuant to Penal Code 1170 (h) and provides for an expanded role for post-release Mandatory Supervision for these offenders;
- Transferred responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS);
- Transferred custody responsibility for parole and PRCS revocations to local county jail..

In 2012, as part of the innovative energy of California Criminal Justice Realignment, the San Francisco Adult Probation Department (SFAPD) launched the Community Assessment and Services Center (CASC), a one-stop reentry center.

1.4 Overall SFAPD Client Demographics (as of 12/31/2016)

| SFAPD POPULATION | |
|-------------------------|------|
| Total Client Population | 4189 |
| Felony | 70% |
| Misdemeanor | 30% |

| SFAPD ACTIVE CLIENT DEMOGRAPHIC SUMMARY | | |
|---|--|-----|
| Gender | | |
| | Male | 84% |
| | Female | 16% |
| Age | | |
| | 18-25 Years Old | 16% |
| | 26-35 Years Old | 37% |
| | 36-45 Years Old | 23% |
| | 46-55 Years Old | 16% |
| | 56-65 Years Old | 7% |
| | 66+ Years Old | 1% |
| Race/Ethnicity | | |
| | Asian | 7% |
| | African American | 39% |
| | Hispanic | 15% |
| | American Indian/Alaskan Native | 1% |
| | Pacific Islander | 1% |
| | White/Caucasian | 32% |
| | Other | 5% |
| | Unknown | 2% |
| Risk Level | | |
| | Low | 27% |
| | Medium | 16% |
| | High | 57% |
| Caseload Type/Unit | | |
| | Mandatory Supervision (1170(h)) Unit | 4% |
| | Domestic Violence Unit | 11% |
| | General 18-25 Years Old Supervision Unit | 11% |
| | High/Medium Unit | 42% |
| | Homeless Unit | 1% |
| | Intensive Supervision Unit | 20% |
| | Post Release Community Supervision (PRCS) Unit | 6% |
| | Sex Offender Unit | 4% |
| | Substance Abuse Prevention and Community Justice Center Unit | 1% |

1.5 The Community Assessment and Services Center (CASC)

The CASC is SFAPD's one-stop community corrections reentry center that bridges SFAPD probation supervision services with clinical case management, cognitive behavioral interventions, substance abuse education/treatment services, barrier removal, and supports dynamic partnerships with the San Francisco Department of Public Health, the Human Services Agency, the Office of Economic and Workforce Development, the Department of Child Support Services and a range of community based providers. As well, the CASC has expanded partnerships with State Parole, and Federal Probation. Since inception, the CASC has provided services to people under the SFAPD's community supervision, and has expanded the service reach to any San Francisco resident, 18 years of age or older, and who has a criminal history.

The CASC receives approximately 1,000 referrals from APD each year, and since expanding eligibility to include others with criminal histories, the CASC also receives referrals from Superior Court/Collaborative

Courts, State parole, Federal probation, and other public safety partners. The doors are also open for drop in connection to services. As the CASC services portfolio expands to respond to other citywide efforts, referrals will come in from different sources.

On average, approximately 340 unduplicated people per week access the CASC’s myriad of services and resources inclusive of employment, education, public benefits enrollment, process groups, cognitive behavioral classes, case management, community functions, and to access basic necessities like food, clothes and travel vouchers.

1.6 Demographic Snapshot of the CASC Clients (as of 12/31/2016)

| CASC Client Demographics: All Services Types | |
|---|-----|
| Gender | |
| Male | 88% |
| Female | 12% |
| Age | |
| 18-25 Yrs Old | 21% |
| 26-35 Yrs Old | 28% |
| 36-50 Yrs Old | 29% |
| 51+ Yrs Old | 22% |
| Ethnicity | |
| Asian | 5% |
| African American | 51% |
| Hispanic | 10% |
| American Indian/Alaskan Native | 2% |
| Pacific Islander | 2% |
| White/Caucasian | 19% |
| Other | 9% |

1.7 San Francisco Controller’s Office Assessment of CASC

During the period of July 2017 – February 2017, in preparation for this RFP, the SFAPD partnered with the City & County of San Francisco’s Office of the Controller’s City Performance Unit, to conduct a program assessment of services provided at the CASC. The City Performance Unit developed an analytical approach to assess reentry services at the CASC, which focused on four elements:

- Research on evidence-based practices in the field of reentry services and other related fields.
- Benchmarking and best practice interviews with peer probation systems that share a commitment to implementing evidence-based practices.
- Interviews and focus groups with key stakeholders from SFAPD, public sector and community partners.
- Interviews with CASC clients.

Based on this assessment, the City Performance Unit found several areas where CASC service provision could be enhanced to strengthen adherence to evidence-based practices and improve client

outcomes. Exhibit A is a summary of the City Performance Unit's recommendations. These CASC improvement strategies have been integrated throughout this solicitation.

2 Scope of Work

2.1 General Information

This Scope of Work is a general guide to the work the City expects to be performed, and is not a complete listing of all services that may be required or desired.

2.2 Program Goals

The CASC behavioral health and reentry programming resulting from this RFP shall strive to achieve the following goals:

1. Demonstrate how tailored case management approaches are effective at mitigating behavioral health and more circumstantial reentry challenges.
2. Demonstrate how the creation of a therapeutic environment can develop intrinsic motivation.
3. Demonstrate how cognitive behavioral interventions, and life skills programs build prosocial attitudes and behaviors.
4. Demonstrate how pre-release planning of participants who start from or return to custody can effectively engage participants in post release case management and other services.
5. Demonstrate how CASC services can reduce reliance on incarceration, recidivism, and victimization, break the intergenerational cycle of incarceration, and improve outcomes for SFAPD and adult, justice-involved participants.

2.3 Program Objectives

The CASC behavioral and reentry programming resulting from this RFP shall meet the following objectives:

1. Commit to a close partnership with SFAPD's Reentry and Operations teams.
2. Partner with SFAPD to upgrade CASC's Reception services as described herein.
3. Implement FACT as the standard model of case management for people with clinical behavioral health issues.
4. Implement a corollary Reentry Case Management program, modeled on FACT and which effectively address criminogenic needs and community functioning factors.
5. Ensure that CASC case management programs proactively, rigorously, and respectfully address mental health, substance dependency, criminogenic needs, and housing needs of participants.
6. Ensure clear pre-release and discharge planning protocols for all CASC case management services.
7. Ensure clear field based case management protocols for all CASC case management services; protocols that meet participants where they are at in the community, incentivize engagement/reengagement at the CASC, and which prioritize accompanying participants to appointments and services to which they are resistant.
8. Implement a robust array of cognitive behavioral and dialectical behavioral interventions, launch a new Life Skills initiative at the CASC, and support other "life experience" process groups.
9. Demonstrate charismatic leadership needed to build a team of CASC service providers, which, while they may provide unique services, are unified around a singular CASC vision of client success and permanent exit from the criminal justice system.
10. Advance a vibrant therapeutic community that embraces peer leaders, a calendar of prosocial activities, and inspires dignity, hope, respect, and fun.
11. Commit to partnering with SFAPD on a community engagement strategy to ensure that justice-involved adults in San Francisco are aware of CASC services.
12. Be motivated to identify developing reasonable ways of improving the CASC and collaborate

meaningfully with SFAPD and CASC partners to implement new strategies.

2.4 Expanded Behavioral Health Services

According to Substance Abuse and Mental Health Services Administration (SAMHSA) and a Legal Action Report from 2011, an estimated 65% of people in U.S. prisons or jails have a substance use disorder, and many of these individuals are addicted to opioids.

Drug and alcohol use are major drivers for criminal activity. In San Francisco, the nexus between criminal activity, and substance use is further complicated through complex mental health behaviors and symptoms. The San Francisco Department of Public Health data from 2014 approximated that 30,000 San Francisco residents accessed mental health services through the City's System of Care, 22,000 people accessed substance use dependency services, and thirty-percent of those consumers had a dual diagnosis. According to Justice that Heals: Promoting Behavioral Health, Safeguarding the Public, and Ending Our Overreliance on Jails", at any given time, between 35 and 40 percent of San Francisco jail inmates are under the care of Jail Behavioral Health Services and approximately 15% are treated for mental illness.

The incidence of serious mental illnesses, such as schizophrenia, major depression, bipolar disorder, and post-traumatic stress disorder is significantly higher among previously incarcerated people than it is among those in the general population. The myriad of behavioral health challenges of people with criminal justice involvement has far-reaching consequences, including higher recidivism rates, harm to families and children of these individuals, and negative public health effects, including the transmission of infectious diseases and overdose deaths. Justice involved individuals with mental illness and substance dependency face extremely complex barriers to safe and independent transitions back into their communities and sustained stability post release.

Over the past five-years of operating the CASC, the SFAPD identified that the need for behavioral health services exceeded capacity. To address the breadth and depth of behavioral health needs, the SFAPD will expand the CASC's on-site clinical/behavioral health expertise and set benchmarks that underscore commitment to effectively working with people who struggle with behavioral health challenges.

2.5 General Service Delivery/Guiding Principles

Effective interventions and responsive strategies integrated into CASC program design/services are guided by, and incorporate the National Institute of Correction's (NIC) eight evidence-based principles for effective intervention within community corrections into every facet of its community corrections work and it requires Contractors to adhere to these principles in the delivery of the services.

Proposers must be able to articulate how the following interventions and strategies are interwoven into organization design, policies, and procedures.

The NICs eight evidence-based principles for effective interventions are:

1. **Assess Criminogenic Risk/Needs:** Assessing offenders' risk and needs (focusing on dynamic and static risk factors and criminogenic needs) at the individual and aggregate levels is essential for implementing the principles of best practice.
2. **Enhance Intrinsic Motivation:** Research strongly suggests that "motivational interviewing" techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.
3. **Target Interventions:**
 - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
 - b. **Need Principle:** Target interventions to criminogenic needs.
 - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.

- d. **Dosage:** Structure 40% to 70% of high-risk offenders' time for 3 to 9 months.
- e. **Treatment Principle:** Integrate treatment into full sentence/sanctions requirements.
- 4. **Skill Train with Directed Practice:** Provide evidence-based programming that emphasizes cognitive-behavior strategies and is delivered by well-trained staff.
- 5. **Increase Positive Reinforcement:** Apply four positive reinforcements for every one negative reinforcement for optimal behavior change results.
- 6. **Engage Ongoing Support in Natural Communities:** Realign and actively engage pro-social support for offenders in their communities for positive reinforcement of desired new behaviors.
- 7. **Measure Relevant Processes/Practices:** An accurate and detailed documentation of case information and staff performance, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice.
- 8. **Provide Measurement Feedback:** Providing feedback builds accountability and maintains integrity, ultimately improving outcomes.

The Six Gender Responsive Strategies for Women Offenders are:

- 1. **Gender:** Acknowledge that gender makes a difference.
- 2. **Environment:** Create an environment based on safety, respect, and dignity.
- 3. **Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
- 4. **Services and Supervision:** Address substance abuse, trauma, and mental health issues through comprehensive, integrated, culturally relevant services and appropriate supervision.
- 5. **Socioeconomic Status:** Provide women with opportunities to improve their socioeconomic conditions.
- 6. **Community:** Establish a system of community supervision and re-entry with comprehensive, collaborative services.

2.6 Criminogenic Needs and Community Functioning Factors

The SFAPD and other criminal justice experts around the country have learned through research and practice that recidivism reduction requires focusing on criminogenic needs and community functioning factors; and responding with appropriate service(s) intervention, intensity and duration.

Criminogenic needs are dynamic risk factors, which are empirically linked with antisocial behavior. These needs are attributes of an offender that are directly linked to criminal behavior. There are eight criminogenic needs and they are listed below.

The four **BOLDED** criminogenic needs in the table below are the four most critical risk factors:

| | | | |
|--------------------------------------|---|-------------------|---------------------------------------|
| Anti-social attitudes/beliefs | Anti-social personality patterns | Substance abuse | Poor employment history |
| Anti-Social Friends/Peer | Family and /or Marital factors | Lack of education | Lack of pro-social Leisure activities |

| Criminogenic Factors | Factors Affecting Recidivism Risk | Need or Desired Outcome |
|-------------------------------------|---|---|
| Anti-social Attitudes | Attitudes, beliefs, values, and rationalizations supportive of crime; emotional states of anger, resentment, and defiance | Less risky thinking and feelings and adopting a pro-social identity |
| Antisocial peers and friends | Close association with criminals and relative isolation from pro-social individuals | Reduced association with criminals, enhanced associations with pro-social individuals |

| Criminogenic Factors | Factors Affecting Recidivism Risk | Need or Desired Outcome |
|--------------------------------------|--|---|
| Antisocial Personality | Adventurous, pleasure seeking, low self-control, restlessly aggressive | Learning problem solving, self-management, coping, and anger management skills |
| Family and/or marital factors | Lack of nurturance, caring, or close monitoring and supervision | Reduced conflict, build positive relationships and communication; enhanced monitoring and supervision |
| Substance Abuse | Abuse of alcohol and/or drugs | Reduced use, personal and interpersonal supports for substance abuse behavior; enhanced alternatives to use |
| Lack of Education | Low levels of performance and satisfaction | Enhanced rewards, performance, and satisfaction |
| Poor Employment History | Low levels of performance and satisfaction | Enhanced rewards, performance, and satisfaction |
| Leisure/Recreation | Low levels of involvement and satisfaction in antisocial activities | Enhanced involvement and satisfaction in pro-social activities |

Community Functioning Factors

Community Functioning Factors are not Criminogenic, but may create barriers to the offender's success.

| Community Functioning Factors | |
|---|--|
| 1. Housing 2. Transportation 3. Food 4. Anxiety and Stress | 5. Health and Physical 6. Mental Health 7. Low Self Esteem |

Proposers must demonstrate in their Proposal an understanding of the relevance of criminogenic and community functioning factors, and an ability to integrate the information into reentry plans.

Cross training between SFAPD and the selected Contractor will advance collaborative thinking on best practices, and how to effectively integrate criminogenic needs, community functioning factors, the COMPAS risk/needs assessment (the tool used by SFAPD), and the ITRP (Individualized Treatment and Rehabilitation Plan – SFAPD’s reentry plan that details criminogenic needs) into the care/reentry plan created by the selected Contractor and client.

Tracking service dosage, also a noted best practice in effective criminal justice interventions is challenging. SFAPD is interested in Proposers’ best thinking on ways to track service hours, i.e. dosage so that the CASC can move towards being responsive to dosage levels (contingent on needs) that are widely recommended in the criminal justice community.

2.7 SFAPD’s philosophy of “Second Chances”

SFAPD believes mistakes and setbacks are a natural part of recovery and rehabilitation. The selected Contractor will commit to providing contiguous case management services at the CASC, in the community and in-custody at the Reentry Pod or other San Francisco County Jail facility; and it will follow a client through different stages towards recovery and rehabilitation. SFAPD understands that within a comprehensive accountability approach, the selected Contractor may temporarily suspend CASC services for a client whose attitude or behavior is unfitting or unsafe for the environment, however, SFAPD also expects that the selected Contractor will use a timely restorative process to safely and

efficiently re-engage the clients in CASC services. The goal is to hold clients accountable and to reconnect them to CASC services opportunities.

2.8 Required Service Elements

The SFAPD is looking to partner with a Contractor that has a successful track record of providing forensic behavioral health and substance abuse services to high needs populations, as well as experience brokering, coordinating or administering a wide range of criminal justice/reentry/social services in a high-volume, multi-service reentry center.

The identified Contractor will be expected to take leadership in three overarching program areas:

- **Program Area 1: Implement Forensic Assertive Community Treatment (FACT)**
- **Program Area 2: Reentry/Cognitive Behavioral Interventions/Therapeutic Community**
- **Program Area 3: Site/Services Coordination**

The CASC site will serve as a true one-stop reentry center, receiving and triaging multi-disciplinary referrals, nimbly responding to SFAPD and other law enforcement partners, mobilizing the Forensic Assertive Community Treatment (FACT) model, tightly coordinating human services amongst on-site and off-site service providers, and advancing a therapeutic environment.

The target population includes San Francisco residents, 18 years and older who have a criminal history. Case management and housing services are reserved for SFAPD clients due to limited capacity.

In this next phase of CASC implementation, there will be a couple of important design adjustments:

- A. The SFAPD Reentry Division will play an enhanced oversight and coordination role with the selected Contractor.
- B. In FY 17/18, the CASC will play a central role in a couple of developing citywide efforts inclusive of LEAD (Law Enforcement Assisted Diversion), Prop 47, and potentially citywide planning efforts to improve service connections for late night releases from County Jail (See Exhibit B for additional information).
- C. Additionally, the SFAPD will deploy four FTE 8529 Probation Assistant positions to operate the Reception and Services Engagement Area. These positions will be cross-trained to ensure knowledge of SFAPD probation supervision services, CASC-specific services, the Department of Public Health's expanded, on-site Behavioral Health Access Center (BHAC) services, OEWD's Specialized Access Point (reentry-employment services), LEAD, and potentially discharge/late night releases efforts. These positions will efficiently triage the range of referrals, services brokers, and ensure that clients are efficiently connected to responsive services. These positions will work hand in hand with SFAPD and the selected Contractor.

2.9 Description of Required CASC Services

2.9.1 Program Area 1: Forensic Assertive Community Treatment (FACT)

The SFAPD requires that the service Contractor implement a FACT model at the CASC.

FACT is a full-service partnership providing a comprehensive range of services and supports to adults who have repeated contacts with the criminal justice system or who have been arrested as a result of behaviors related to mental illness, homelessness, substance dependency, lack of resources, stability, or access to entitlement programs. The service model of FACT provides a multidisciplinary community treatment team, which will operate at the CASC and throughout the community.

A FACT Program helps to engage clients who:

1. Have severe mental illness, which may include the following diagnoses: co-occurring disorders, personality disorders, general anxiety/mood disorders, and PTSD.
2. Have substance dependency that has negatively impacted the individual's life.
3. Have come into contact with the criminal justice system and have repeated returns to custody.
4. May be homeless or experience multiple barriers to housing.
5. May be unserved or underserved by the current mental health and/or community support systems.

In addition to a history with the criminal justice system, clients working with the FACT Team are likely to have the following situational characteristics:

1. A significant criminal history.
2. A co-occurring substance abuse disorder and/or other health conditions.
3. Trauma from violence and abuse.
4. No insurance and little or no income.
5. Health and/or mental health care received solely from hospitals and emergency rooms.
6. Experience with life on the street.
7. Distrust of traditional services.

Selected Contractor shall work collaboratively with SFAPD to offer the following service:

1. The SFAPD seeks a service provider that has a proven track record of implementing and delivering a Forensic Assertive Community Treatment (FACT) team/clinical case management services to justice-involved population that has complex behavioral health needs.
2. The SFAPD seeks to increase its capacity to serve individuals with serious behavioral health issues that include mental health and/or substance dependency, create capacity to meet medication management needs, and mobilize more dynamic psychosocial interventions.
3. The selected Contractor shall ensure clinical caseloads will remain between 90%-100% capacity, with a minimum capacity expectation never to drop below 90%.
4. The SFAPD seeks a Forensic Assertive Community Treatment (FACT) designed to transition adults with severe behavioral health issues from correctional facilities into the community, and provides ongoing support in the community to further stabilization, recovery, and rehabilitation.
5. The SFAPD seeks a FACT design that includes medication management services and psychosocial interventions.
6. The SFAPD seeks adherence to the classic FACT model, in which clinical case managers meet the Minimum Qualifications of a Masters-level professional in a Social Work, Counseling, or Psychology discipline, i.e. MFT, MSW, LCSW.
 - o The SFAPD seeks FACT capacity to maintain 8 clinical caseloads of 15 clients (15:1 ratio) with the understanding that approximately 120 clients will be served at any given time.

Key components of FACT are:

1. Outreach & Engagement:

- o Outreach in the San Francisco County Jail and courtrooms, and community
- o Close collaboration with SFAPD/Deputy Probation Officers (DPO).
- o The outreach and engagement strategy must be relevant to the situational and cultural needs of the client. This means that clients are to be engaged "where they are" with respect to their community location, their need for clinical and non-clinical services/supports and their phase in the recovery process.

2. Intake & Secondary Assessments.

3. Medication Support.

4. Integrated Services and Managed Care.

5. Life Skills.

6. Family Involvement.

7. Recovery and Resiliency.

8. Cultural, Linguistic & Gender Responsiveness.

In addition to meeting the clinical needs of CASC clients through a FACT model, the CASC remains committed to continuing Reentry Case Management services to clients who do not present with serious behavioral health issues, but who are in need of support to address various criminogenic needs and community functioning factors, to advancing peer mentorship, and pro-social activities, to strengthening the CASC's therapeutic environment, and to sustaining a range of cognitive behavioral/rehabilitative services.

A. Reentry Case Management

Under the guidance of one CASC clinical supervisor who oversees clinical and non-clinical case managers, and using the framework of the FACT model of case management, the CASC's Reentry Case management services will serve clients who require less clinical and/or intensive services. This integrated clinical and non-clinical case management model allows for expedited information sharing, and cross-training between staff with different educational and life experience qualifications.

SFAPD expects that Reentry Case Managers will meet the Minimum Qualifications of a Bachelors level professional, and will possess at least three years of working experience with an adult criminal justice system involved population in a residential, recovery or community setting. Individuals who have earned a Community Health Outreach Worker certificate, a CAADE certificate (CA Alcohol and Drug Education certificate) or other related human services certification may also be considered with a minimum qualification of having five years of working with an adult criminal justice system involved population in a residential, recovery or community setting. The selected Contractor and SFAPD will collaborate to review candidates who don't meet the Bachelors level minimum qualification.

1. Through CASC funds, the SFAPD expects to fund four (4) Reentry Case Managers who will have a caseload of 25 clients (25:1 ratio) with the understanding that approximately 100 clients will be served at any given time.
2. The selected Contractor caseloads of Reentry Case Managers shall proactively work to maintain Reentry Case Management caseloads at between 90%-100% capacity.

Reentry Case Management components will include:

- 1. Needs Identification**
 - a. Orientation.
 - b. Intake and Assessment.
 - c. Identify criminogenic needs and community functioning factors.
 - d. Secondary Assessments.
 - e. Review COMPAS Results and ITRP (as applicable, provided by SFAPD).
- 2. Develop CASC planning and treatment plan (coordinated with SFAPD and/or other providers)**
 - a. Based on needs identification.
 - b. Life Skills development.
 - c. Services brokering and enrollment with a special focus on substance dependency and recovery.
 - d. Collaborative and coordinated case conferencing.
- 3. Aligned with the FACT model, Reentry Case Management services will support a robust Outreach & Engagement strategy:**
 - a. Outreach in the San Francisco County Jail and courtrooms, and community.
 - b. Close collaboration with SFAPD/Deputy Probation Officers (DPO).
 - c. The outreach and engagement strategy must be relevant to the situational and cultural needs of the client. This means that clients are to be engaged "where they are" with respect to their community location, their need for clinical and non-clinical services/supports, and their phase in the recovery process.

B. Therapeutic Community

An underlying purpose of the CASC is to change the negative patterns of behavior, thinking, and feeling that landed a client in the criminal justice system. Services conducted in a dynamic therapeutic environment can help spark intrinsic motivation needed for long term behavior change. The SFAPD is committed to ensuring that the CASC promotes an energetic “therapeutic environment” – an environment in which facility aesthetics, constructive and interactive staff, client encounters and engagement, and dynamic service strategies promote feelings of safety, dignity, respect and intrinsic motivation amongst clients.

Therapeutic Communities (TCs) are oriented towards recovery, with a holistic focus on overall lifestyle changes and not just abstinence from drug use. Recovery from drug and alcohol abuse is an ongoing process of cognitive change, encompassing both clinical stages of treatment and personal objectives along the way. TCs respectfully challenge participants to critically examine their personal behavior in order to foster more pro-social attitudes and habits. The cornerstone of pro-social behavior is based on accountability, responsibility, hard work, and a readiness to learn. As program participants progress through each stage of recovery, they assume greater personal and social responsibilities within the community. The goal is for a TC participant to complete the program not only drug-free but also gainfully employed or enrolled in school or vocational training.

The CASC Contractor will be required to implement a Therapeutic Community model.

1. Clients are provided peer leadership opportunities to enhance the Therapeutic Community model.
2. Clients will be trained to become ambassadors of the program in the community serving as part of a network that welcomes people to the CASC.
3. CASC environment will provide opportunities for clients to build relationships with case managers.
4. CASC will be a site for hosting events and activities for clients.

C. Cognitive Behavioral Services

Cognitive behavioral interventions are proven to be effective at helping to restructure distorted thinking and perception, characteristics of which may include:

1. Developmentally arrested thoughts.
2. Poor problem solving and decision making.
3. Low impulse control.
4. Lack of empathy.
5. An inability to manage feelings of anger.
6. A hampered ability to reason and accept blame for wrongdoing.
7. A mistaken belief of entitlement, including an inability to delay gratification, confusing wants and needs, and ignoring the rights of other people.
8. An egocentric viewpoint with a negative view or lack of trust in other people.
9. The use of force and violence as a means to achieve goals.

The National Institute of Justice (NIJ) references six (6) cognitive behavioral therapies (CBTs) that are widely used to mitigate the above distorted thinking characteristics:

1. Aggression Replacement Training (ART),
2. Criminal Conduct and Substance Abuse Treatment-Strategies for Self-Improvement and Change (SSC),
3. Moral Reconciliation Therapy (MRT),
4. Reasoning and Rehabilitation (R&R and R&R2),
5. Relapse Prevention Therapy (RPT), and
6. Thinking for a Change (T4C).

Another approach, Dialectical Behavior Therapy (DBT) originally shown to be effective with bi-polar personalities is now also well regarded as an intervention with other mental health challenges including substance dependence, depression, post-traumatic stress disorder (PTSD) and eating disorders. DBT

endeavors to develop four major skills, mindfulness, distress tolerance, interpersonal effectiveness and emotion regulation, and through four key components: group skills training, individual therapy, phone coaching, and consultation with the therapist and other key services providers.

The SFAPD expects that the CASC Contractor will offer a range of CBT and DBT interventions in groups and on a one-on-one basis both in cohort and drop-in formats to address a range of mental health and substance dependency challenges and goals, and expects that staff delivering the curricula will be commensurately trained.

In addition to the evidence based services, SFAPD recognizes the value of services and process groups that may be loosely based on CBT or DBT research, and which are largely based on the life experience of previously incarcerated individuals who are able to create effective professional alliances with clients, develop necessary trust, quickly illuminate criminal minded attitudes and behaviors, build confidence and comfortability amongst clients to mitigate behavioral obstacles, and help clients troubleshoot new attitudes and behaviors that result in personal and public safety, wellness, stability and recidivism reduction.

Recognizing this “life experience” model of services, the SFAPD expects that the CASC Contractor will offer drop-in process groups led by approved previously incarcerated community members.

In this next phase of the CASC, the SFAPD is looking for the service Contractor to implement a comprehensive **Life Skills** program that operates hand in hand with case management services. Simply put, Life Skills are skills that are necessary for full participation in everyday life. They are associated with living a more stable and higher quality of life. Through focusing clients on prosocial attitudes and behaviors, and basic needs, clients can develop a framework for achieving higher personal, family, employment, and academic goals.

There is no exact definition of Life Skills – contingent on the discipline in which they are taught they can mean many things: In an employment program for example, they could mean interview assistance. In a case management program, they could mean daily regulation (setting an alarm clock, keeping a calendar, doing laundry on a weekly basis, ensuring a clean living environment.)

For the purpose of this RFP, SFAPD expects that the Contractor will offer Life Skills that help to achieve improved self-regulation of behavioral health, daily living, and financial management.

Historically, the CASC has offered or brokered a range of other rehabilitative and cognitive behavioral services including substance dependency education, peer recovery support groups, restorative justice/community services, and coordination with on-site public sector partners to ensure benefits and healthcare enrollment, and opportunities to address child support cases.

The CASC also provides daily lunch, and snacks, a robust incentives program, access to a clothing closet, scheduled van transportation, and transportation vouchers.

In addition to offering formal CBT, and/or DBT, Life Skills building services, and Life Experience and other process drop in groups, the SFAPD expects the CASC Contractor’s service design will include access to basic necessities like those described above.

2.9.3 Program Area 3: Services Coordination

The CASC will function most efficiently when all on-site providers work together as “one team” with “one vision” of success for CASC clients even if the provider staff work for different organizations.

The selected Contractor will work seamlessly with SFAPD's Reentry Division to coordinate services for the benefit of our clients.

In this next phase of the CASC, SFAPD will lead an effort along with the selected Contractor to re-structure **CASC Reception and Services Engagement**. The vision is for a Reception design in which Reception staff (SFAPD 8529s) is cross-trained in administrative and programmatic duties. Reception staff will be well-versed on key CASC services and initiatives, able to receive, log and organize referrals from multiple parties, distribute referrals across CASC services Contractors, oversee meals distribution, provide backup intake and assessment to case management teams, and be encouraged to develop strong professional alliances with all on-site partners. The Reception team will also be well trained in culturally competent, and strength based approaches to engaging clients, and equally as well trained in de-escalation techniques (the Reception Team will not have primary responsibility for addressing problematic client behaviors but will be expected to de-escalate as appropriate). The CASC Reception services will be viewed as a central hub to CASC services engagement, activities and coordination.

The selected Contractor will play a key role in strengthening a CASC on-site services team. The Contractor will build community amongst services providers, coach providers on how to leverage each other's services for the benefit of clients, welcome all providers to meetings, open up trainings, workshops and social events to all providers, cross train providers on existing and developing services, and ensure operational and administrative protocols are understood and embraced by service providers.

When responding to this RFP, Proposers should be aware that the CASC currently includes the following services:

1. Sub contracted CASC case management services provided by the Center on Juvenile and Criminal Justice and Senior Ex Offender Program.
2. A Charter High School operated by Five Keys Schools and Programs.
3. Employment Readiness/Vocational Training, inclusive of OEWD's Reentry Specialized Access Point, operated by America Works.
4. Employment/Vocational Services for TAY youth operated by Outpatient Therapy and Training Program.
5. Employment/Vocational Services for justice involved, homeless clients operated by the Center on Juvenile and Criminal Justice.
6. Lunch services provided by Senior Ex Offender Program.
7. Family Focused Services operated by Community Works.
8. Batterer's Intervention services operated by Community Works.
9. Restorative Justice/Community Services operated by Five Keys Schools and Programs.
10. LEAD administered by the Department of Public Health and in partnership with SFAPD.
11. Behavioral Health Access Center (BHAC) operated by the Department of Public Health.
12. Benefits and Healthcare Enrollments administered by the Human Services Administration.
13. Child Support Services administered by the Department of Child Support Services

Proposers should also be aware of additional SFAPD funded services, which, while not on site, overlap regularly with CASC operations:

1. Reentry Pod services operated by Five Keys Schools and Programs.
2. Housing Services operated by Tenderloin Housing Clinic, Recovery Survival Network, Phatt Chance Community Services, and UCSF Citywide Forensic/General Hospital Foundation.
3. Alternative Sentencing Program for pregnant and parenting women operated by the Center on Juvenile and Criminal Justice.

Many of the above listed services are in direct contract with SFAPD, and only require the selected Contractor to create a tight community of providers at the CASC, and work with SFAPD to ensure seamless coordination across CASC partners. The role of the selected Contractor is to inspire all CASC partners to work together as one team all focused on assisting CASC clients to reach personal goals and permanently exiting the criminal justice system.

SFAPD does not expect Proposers to get letters of support from all of the above listed providers, rather, SFAPD expects that the range of available services will be acknowledged in the Proposer's proposal, and will become integrated services within a Proposer's comprehensive program design.

2.10 Staffing Requirements

2.10.1 Licensed Clinical Program Director Qualifications

The Licensed Clinical Program Director must be a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or someone who has earned an equivalent or higher degree in psychology, or counseling and is also licensed, and who has a minimum of three years of experience working with an adult forensic population. Selected Contractors, at a minimum, should include the following responsibilities in this position's job duties: oversee a system for properly vetting all case management referrals sent to the CASC, primary coordination of the clinical and non-clinical case management services at the CASC, routine professional development and coaching of all case management staff, coordinate directly with SFAPD on overall CASC operations, ensure that the case management approach is strength based, goal-driven, culturally informed, trauma informed, gender responsive, trans responsive, and family focused. Other responsibilities include conducting and/or overseeing risk and needs and secondary assessments, review, sign off and monitoring of reentry plans, provision of family focused services, and overseeing linkages to mental health, and trauma treatment.

2.10.2 Clinical/Intensive Case Managers

Clinical/Intensive Case Managers should also be a Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT), and have experience working with an adult forensic population.

2.10.3 Reentry Case Managers

Reentry Case Managers should possess a Bachelor's degree in social services, psychology or related field. Staff in this category who possess related CAADE, Community Health Outreach Worker certificates or other relevant human services certifications are still eligible provided they can show a minimum of five (5) years working with an adult forensic population.

2.11 Daily, Weekly, Monthly and Quarterly Client Tracking and Data Reporting

To demonstrate the efficacy and impact of CASC services, it is of critical importance that the CASC maintain a logical and dynamic data reporting system.

Proposers should consider the goals and objectives outlined in sections 2.2 and 2.3 of this RFP, and succinctly propose a database system for logging daily visits, referrals, service engagement episodes, completions, exits, and re-returns. If possible, the database should log secondary assessments, reentry plans, be able to aggregate dosage, the number of hours a client spends in programming, and at any point in time indicate if a participant is compliant, and progressing in CASC services, or is facing challenges and in need of support or accountability measures.

In addition to day to day visitor tracking, and tracking of client and program level data, the system will need to be responsive to quarterly and annual report requests. SFAPD and the selected Contractor will work together during contract negotiations to finalize reporting requirements. In advance, see Exhibit C, sample reporting template to get an idea of the breadth of requested information.

SFAPD recognizes that data collection and database systems are part art and part science. The CASC currently has a point in time, Access database system that has excelled to the extent that it can. SFAPD

is interested in Proposer ideas and vision for a database system that can collect, organize and report on people and services at a high-volume, multi-service center.

The selected contractor will be required to collect and report data related to SFAPD clients receiving services via its own electronic database system. Contractor shall collect data for the fields of information requested by SFAPD including but not limited to the data elements specified below. Upon availability of SFAPD's Service and Program Provider Web Portal, Contractor shall be required to use this Web Portal to track SFAPD's clients referrals, enrollment, attendance, completion, progress reports, etc. and related information. The selected contractor and staff shall be required to complete the Web Portal training provided by SFAPD.

2.11.1 Data Collection

Participant and program data elements, performance measures and goals shall be further developed between the SF APD and the selected Contractor during the contract/agreement negotiations period. The below represents the *minimum* data collection, performance measures and goals expectations:

A. General Intake/Enrollment Information

1. Unique identifier for each client.
2. CASC Intake, Enrollment, Orientation, ITRP and Referral dates.
3. Participant SF APD Number.
4. COMPAS completed (Y/N)
5. ITRP completed (Y/N)
6. Personal Service Plan reflective of goals and activities created (Y/N)
7. Participant Full Name.
8. Participant Date of Birth.
9. Gender.
10. Sexual Orientation.
11. Race and Ethnicity.
12. Preferred Language.
13. Current living situation.
14. History of Mental/Behavioral Health Challenges (Y/N)
15. Medication (Y/N - Detail any current medications)
16. Homeless (Y/N)
17. Highest level of education completed.
18. Ever expelled from school (Y/N)
19. Employment status prior to admission to CASC.
20. Ever work full-time for one employer for six months or more (Y/N)
21. If employed, full-time/part-time, start date, end date, wages, and occupation.
22. Ever fired from a job (Y/N).
23. Marital or Domestic Partnership Status.
24. Disability (Y/N -Describe).
25. Number of prior substance abuse treatment episodes.
26. Victim of domestic violence or physical abuse (Y/N).
27. Victim of sexual abuse (Y/N).
28. Number of children and living arrangement of each child.
29. Name and date of birth of each child.
30. Primary caretaker of children (Y/N).
31. Age at first drug/alcohol use.
32. Number of years of problem: use.
33. Primary/secondary drug of choice.
34. Age at first arrest.
35. Involvement in Dependency or Delinquency systems (Y/N).
36. Prior Service in the Military (Y/N).
37. Number of prior arrests.
38. Ever in jail for a probation violation (Y/N).
39. Family structure (close relatives and living arrangements of each).

B. Data Points/Process Measures, Outcome Measures and Goals

Client Goals

1. Reduce recidivism amongst target population.
2. Reduce returns to custody for new arrests.
3. Reduce arrests amongst target population.
4. Reduce probation violation amongst target population.

C. Client Outcomes Measures

1. 50% of clients will complete ITRP goals at CASC.
2. Of the 50 percent who met their ITRP treatment goals, 60 percent will be in stable housing, gainfully employed or enrolled in an education program, trade school, community college, or an adult school to become more employment ready.
3. A minimum of 10% of clients will participate in Alumni Group programming for a minimum of 6 months.

D. Data Points/Process measures

1. # of transportation requests made.
2. # of transports completed.
3. # of people that completed a CASC general intake.
4. # of people that complete CASC orientation and enrollment.
5. # of people that complete a plan for prioritizing ITRP goals.
6. % of people that complete their ITRP.
7. % of people that demonstrate steady progress towards ITRP goals.
8. # of unsuccessful discharges from CASC services.
9. # of successful discharges from CASC.
10. # of people referred into Remedial Sanctions program.
11. # of people that complete Remedial Sanctions.
12. % of all people that demonstrate increased income (as a result of employment, benefits acquisition, etc.).
13. # of people enrolled in 5 Keys Charter school.
14. % of people demonstrating progress on individualized academic plan.
15. # of people that graduated from GED/HSD during the reporting period.
16. # of people enrolled in Employment Program at CASC.
17. % of people (who needed readiness training) that completed employment readiness training
18. % of people (who signed up for) vocational program, that completed the vocational program.
19. % of people that enrolled in transitional employment.
20. % of people that received unsubsidized employment.
21. % of people in transitional and unsubsidized employment that stayed on the job for 3 months, 6 months.
22. % of people that terminated transitional or unsubsidized employment early.
23. # of people that enrolled in cognitive behavioral groups (Thinking for Change, Anger Management, Substance Use, Grief etc.).
24. # of people that attended cognitive behavioral groups.
25. % of people that report improved decision making, impulse control, sobriety, etc. as per pre and post group surveys administered upon entry and then at 6 months.
26. # of people that are enrolled in benefits counseling.
27. % of people that gained increased access to benefits via CASC services (as per actual enrollment in benefits services).
28. # of people that are enrolled in Department of Public Health (DPH) counseling program
29. % of people that demonstrate improved mental/behavioral functioning as per DPH definition of improved functioning.
30. # of people that received housing counseling.
31. % of people that increased access to suitable housing via CASC services, facilitation of referral to services.
32. # of people referred to physical health or dental services.
33. % of people that completed physical health or dental appointment.

2.12 CASC Facility Management

The City and County of San Francisco acting through the San Francisco Adult Probation Department is the named lessee on the CASC's 564 6th Street lease. Selected Contractor's will be accordingly identified as "Sub Lessees" on the property's lease (See Exhibit D Sample Sub-Lease Agreement).

During contract negotiations, the SFAPD and the selected Contractor will partner to ensure proper mechanisms are in place to address all facility's needs. Facilities management responsibilities will vary contingent on the selected vendor.

2.13 As-Needed Services

Subject to the City's approval, the contract awarded under this RFP may be amended in accordance with City requirements to include additional services by the Contractor as-needed by the City and are related to the services described in this RFP. The scope and cost of as-needed services will be negotiated.

3 Mandatory Pre-Proposal Conference Information

3.1 Pre-Proposal Conference Attendance and Pre-Registration

In-person attendance is mandatory. To pre-register, email veronica.martinez@sfgov.org with the name of your agency(s) and number of attendees by 5:00 pm PT on June 8, 2017. Pre-registration is also mandatory.

3.2 Pre-proposal conference objectives

At the Pre-Proposal Conference, the SFAPD will provide an overview of the RFP package, submission requirements, collect and answer questions about the RFP, and provide a networking opportunity for Proposers interested in prime contractor and subcontractor partnerships.

3.3 Pre-Proposal Conference Time and Location

1:00 – 3:00 pm PT on Monday, ~~May~~ June 12, 2017
CASC - SFAPD
564 6th Street, Room 226/227
San Francisco, CA 94103

3.4 RFP Questions Deadline

Questions or requests for interpretation will only be accepted by e-mail to veronica.martinez@sfgov.org until the RFP Questions Deadline.

Agency-specific questions about compliance with the City's vendor requirements, are not subject to the above deadline and may still be asked and answered by the contacts designated in this RFP and its Attachments.

3.5 RFP Answers and Clarifications

A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the Adult Probation Department and Office of Contract Administration website.

4 Proposal Submission Requirements

4.1 Time and Place for Submission of Proposals

Proposals and all related materials must be received by **Proposals Deadline indicated in the cover page of this RFP**. Proposals may be mailed to:

Tonya Jones
Adult Probation Department
880 Bryant Street, Rm. 200
San Francisco, CA 94103

Postmarks will not be considered in judging the timeliness of submissions. Responses submitted by e-mail or fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or delivery service failure. Note that Proposers hand-delivering Proposals may be required to open and make packages accessible for examination by security staff. SFAPD physical address to hand-deliver Proposals is:

Adult Probation Department
850 Bryant Street, Rm. 200
San Francisco, CA 94103
c/o Tonya Jones

4.2 Proposal Package

The following items must be included in your Proposal and packaged in an envelope clearly marked **RFP#APD2017-03 CASC**.

Complete and concise Proposals are recommended for ease of review. Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled. All documents must be submitted on recycled paper (30% or higher) and must be printed on double-sided pages (San Francisco Environment Code Sec. 506 (h)). Proposers must adhere to the page limit indicated for each Template.

A. Original printed Proposal Package (with original signatures) labeled as "Original"

- | | |
|-----------------------|---|
| a. RFP Attachment I | Acknowledgement of RFP Terms and Conditions |
| b. RFP Attachment II | Reserved |
| c. RFP Attachment III | City Vendor Administrative Requirements |
| d. RFP Attachment IV | City's Agreement Terms and Conditions |
| e. RFP Attachment V | Minimum Qualifications Template |
| f. RFP Attachment VI | Proposal Narrative Template |
| g. RFP Attachment VII | Budget Template |

B. One flash drive or CD-ROM containing ENTIRE CONTENTS of Proposal Package, including all Attachments. The flash drive and each of the electronic files on the flash drive must be labeled with the Proposer's name and **RFP#APD2017-03 CASC**. All files should be submitted in unprotected PDF (must be writeable, not just read-only) or Microsoft Word format to enable editing during agreement negotiations.

C. Two (2) copies of required Local Business Enterprise Forms, bound separately, both with original signatures.

- | | |
|------------|---|
| a. Form 2A | CMD Contract Participation form |
| b. Form 2B | CMD "Good Faith" Outreach Requirements form |
| c. Form 3 | CMD Non-discrimination Affidavit |
| d. Form 5 | CMD Employment form |

See RFP Section 6 for more information.

- D. **Five complete printed copies of RFP Attachments V, VII, and VIII including any sample reports or other attachments.** Proposers are advised to review RFP Attachments I through V before beginning work on RFP Attachments VI and VII to ensure they can meet the City's requirements.

5 Contractor Selection

This section describes the guidelines used for analyzing and evaluating the proposals. It is the City's intent to select Proposers for contract negotiations that will provide the best overall service package to the City. Proposers selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the City's right to solicit contracts for similar or identical services.

The City may verify information provided by Proposers. See Section 14, of RFP Attachment I, Release of Liability.

Failure by any Proposer to provide accurate information will result in immediate disqualification from the RFP process.

5.1 Minimum Qualifications

SFAPD staff will review Minimum Qualifications (RFP Attachment V) responses to determine the Proposals that will move on to evaluation. Any Proposal that does not demonstrate that the Proposer meets the Minimum Qualifications by the Proposal's Deadline will be issued a notice of non-responsiveness and will not be evaluated or eligible for contract award under this RFP.

To be deemed eligible for evaluation, each Proposer is required to clearly demonstrate that it meets the Minimum Qualifications as outlined in Attachment V.

Collaborations or joint submissions are permitted. For agencies submitting joint applications, the lead agency must be the agency with the expertise in behavioral health services and be able to demonstrate prior experience as prescribed in Attachment V: Minimum Qualifications Template.

Proposals that fail to meet the Minimum Qualifications per Attachment V Minimum Qualifications Template will not be evaluated.

5.2 Proposal Evaluation and Contractor Selection Process

The City will evaluate Proposals considered responsive to the RFP Minimum Qualifications.

There are two phases in the overall evaluation and selection processes:

- Phase I: Independent Evaluation Panel – The panel will score the following – Proposal Narrative (Attachment VI) and Budget (Attachment VII),
- Phase II: Interview with short-list of Proposers – A subset of Proposers will be invited to Oral Interviews. The Independent Evaluation Panel will score interviews, and
- Phase III: Proposer Selection.

5.2.1 Phase I Independent Evaluation Panel – Proposal Narrative (Attachment VI) and Budget (Attachment VII)

Proposals that meet the Minimum Qualifications will be evaluated on a 100 point scale by an Independent Evaluation Panel.

The Proposal Narrative Template (Attachment VI) prompts proposers to describe their experience and expertise delivering CASC-like services, as well as their proposed approach to implementing the services described on this RFP.

Proposers will describe the following elements in the Proposal Narrative:

1. Organizational Overview
 - a. Agency's History
 - b. Agency Cultural, Gender, and Sexual Diversity Capacity
 - c. Agency Management Capacity
 - d. Agency Certifications
2. Work Plan
 - a. Experience implementing Forensic Assertive Community Treatment (FACT) Team
 - b. Approach to implementing a FACT Team and other services described in this RFP
3. Staffing Structure
 - a. Licensed Clinical Program Director
 - b. Clinical/Intensive Case Managers
 - c. Reentry Case Managers

In Phase I, Budget (Attachment VII) will also be evaluated by the Independent Evaluation Panel.

RFP Attachment VII (Budget) responses will be evaluated for responsiveness to instructions and the not-to-exceed \$2.9 million annual program budget, as well as inclusion of all costs supporting the Proposer's responses to RFP requirements.

The following table describes the point allotment for each proposal component:

| Proposal Component | 100 points |
|--|-------------------|
| <i>Organizational Overview (Attachment VI)</i> | 10 points |
| <i>Work Plan (Attachment VI)</i> | 60 points |
| <i>Staffing Structure (Attachment VI)</i> | 20 points |
| <i>Budget (Attachment VII)</i> | 10 points |
| Total | 100 points |

The evaluation process for Phase I will be as follows:

1. Subsequent to independently scoring proposals, the Independent Evaluation Panel will meet to review the merits of the proposals against the RFP requirements and will submit an Average Proposal Score to SFAPD.
2. The Average Proposal Score will be calculated as follows: The sum of all points of each proposal divided by the number of people on the Independent Evaluation Panel.

Only the top three highest scored Proposals with an average Independent Evaluation Panel score of 80 points or above will move on to Phase II: Interview with Short-List of Proposers.

5.2.2 Phase II – Interview with Short-List of Proposers, Oral Interviews

The top three highest scored proposals with a score of 80 points or above in Phase I will be invited to Oral Interviews with the Independent Evaluation Panel comprising City appointed panelists.

Each Proposer can earn up to 20 additional points for the interview portion of the evaluation process. Each Proposer should ensure that staff who can best speak to the merits of the proposal and the experience of the Agency attends the interview.

The following table describes how the interview will be scored:

| | |
|--|------------------|
| Interview | 20 points |
| <i>Demonstrated expertise delivering a FACT service model</i> | <i>10 points</i> |
| <i>Demonstrated expertise coaching, and motivating a team of clinical and non-clinical CMs</i> | <i>5 points</i> |
| <i>Demonstrated ability to operate a drop-in, multi-purpose, reentry services center</i> | <i>3 points</i> |
| <i>Demonstration of ability to build and sustain CASC Therapeutic Environment</i> | <i>2 points</i> |
| Total | 20 points |

The Panel will establish an Average Oral Interview score for each Proposer calculated as follows: The total oral interview points for each Proposer divided by the number of people on the Independent Evaluation Panel.

5.2.3 Phase III – Proposer Selection

Proposals that meet the Minimum Qualifications will be evaluated on a 100 point scale by an independent evaluation panel in the written evaluation (Phase I). The top three Proposers scoring 80 or above points will be invited to oral interviews (Phase II).

The two phase scores will be added as well as any applicable LBE points assigned by the City and County of San Francisco’s Contract Monitoring Division. SFAPD will enter into a contract negotiation with the highest scoring proposal.

Any information provided by the Proposer in its Proposal package (including responses to RFP Attachments) that is found to be false or inaccurate may be the basis for immediate disqualification from the RFP process or may result in contract termination.

5.2.4 Reference Checks

Additionally, the SFAPD will conduct reference checks for the top three scoring Proposals using the Reference Check information provided in Attachment V Minimum Qualifications.

Reference checks will be used to confirm Proposers' experience, including the accuracy of information provided by the Proposer, the quality of services and staffing provided to prior customers such as adherence to schedules/budgets, problem-solving, project management, and communication abilities, and quality of deliverables and outcomes. Please see Attachment I, Section 14, Release of Liability.

5.2.5 Other Terms and Conditions

The Proposer identified as most qualified by the evaluation panel will be issued an “Intent to Award Contract” notification.

The selection of any Proposer for contract negotiations shall not imply acceptance by the City of all terms of any proposal or response to this RFP, which may be subject to further negotiation and approvals by the City.

If a satisfactory contract cannot be negotiated in a reasonable time with the selected Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring Proposer or may continue competition among remaining Proposers without reinitiating the RFP process.

The City reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFP.

This RFP does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the proposals submitted in response to this RFP are inadequate to satisfy its needs.

6 Chapter 14B Contract Monitoring Division (CMD) Local Business Enterprise Requirements

CMD Contact Information: Ryan Young, 415-581-2301 or ryan.b.young@sfgov.org

CMD Attachment 2: Chapter 14B requirements and forms are included in CMD Attachment 2. Please read CMD Attachment 2 carefully which can be found at the following link:

<http://sfgov.org/cmd/sites/default/files/Documents/CMD%20Attachment%202%20-%208.01.16.pdf>

Please be sure to use Version 8/1/16 of Attachment 2 as this contract was advertised on or after 8/1/2016.

6.1 LBE Ratings Bonus

- San Francisco Micro- and Small-LBE Primes will receive a **10% ratings bonus** for this project. LBE primes that apply for a ratings bonus must be certified by the proposal due date: **July 6, 2017**.
- SBA-LBEs will receive a **5%** ratings bonus, but, the SBA-LBE ratings bonus cannot be used to trump the bid of a competing Micro- or Small-LBE.
- If you are interested in becoming certified please contact our certification unit as soon as possible. Please be aware that CMD may not be able to complete the certification of new firms by the bid due date. The certification unit can be reached at stephanie.tang@sfgov.org
- **Joint Ventures** – The rating bonus for a Joint Venture (“JV”) with LBE participation that meets the requirements of Section 2.02 of Attachment 2 is as follows:
 - 10% for each JV among Small and/or Micro LBE prime proposers.
 - 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers..
 - 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.
 - SBA-LBE Proposal rating bonus provisions will apply to this project. However, the 5% Proposal rating bonus for SBA-LBEs shall not be applied if it would adversely affect a Micro-LBE or Small-LBE, or a JV with an LBE partner.
 - The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described above.

6.2 LBE Subconsulting Requirement

- The LBE subconsulting requirement for this RFP is 4%.
- Respondents **MUST** show how they will **MEET** the 4% LBE subconsulting requirement and identify all subcontractors at the time of submittal or the proposal may be deemed nonresponsive. Teams should be created and LBE subcontracting requirement met based on types of work identified in the corresponding Proposal documents.
- LBEs submitting a proposal as primes or as part of a joint venture may not count their own LBE participation towards fulfilling the 4% subcontracting requirement.
- A directory of certified LBEs can be found at this link: <http://sfgov.org/cmd/directory-certified-lbes>

6.3 Good Faith Outreach

Please be advised that under the 14B Ordinance it is not sufficient to just meet the subcontracting requirement. The Prime Contractor must meet the subcontracting requirement and must also meet the Good Faith Outreach Requirements by one of the following options:

- **The Prime Contractor must meet the subcontracting requirement and must also submit CMD Form 2B, the Good Faith Outreach Requirements Form, along with all supporting documentation by Deadline for RFQ Responses.** Proposers can request LBE subcontractors by using the link on the OCA page for this project. It is free and it will count towards your advertising requirement for your firm's CMD Good Faith Outreach Effort. **CMD Form 2B supporting documentation must include proof that Good Faith Outreach was completed 10 days prior to Deadline for RFQ Responses.** For Good Faith Outreach requirements, please refer to CMD Attachment 2 located at this link:

<http://sfgov.org/cmd/sites/default/files/Documents/CMD%20Attachment%202%20-%2008.01.16.pdf>

OCA link to request LBE subcontractors for RFP#ADP2017-03 is located here:

http://mission.sfgov.org/OCABidPublication/EMAIL_REQUEST.aspx?K=12068&T=LBE

E

http://mission.sfgov.org/OCABidPublication/EMAIL_REQUEST.aspx?K=11622&T=LBE

E

OR

- The Prime Contractor must exceed the project's stated LBE participation requirement by 35%. For this contract, the prime contractor must exceed an LBE requirement of **5.40%** to waive the good faith outreach provisions. **LBEs submitting a proposal as primes or a joint venture can count their own LBE participation towards fulfilling the Good Faith Outreach Effort.**

6.4 Other Requirements

If you are interested in becoming a certified CMD LBE for this project, you must get in touch with CMD LBE certification unit as soon as possible at 415-581-2310. Let the certification unit know you are proposing on a project (including the proposal due date) and they will try to get you certified quickly. However, please be aware that CMD may not be able to complete the certification of new firms by the proposal due date.

6.5 Forms to be Submitted with the Proposal

CMD Attachment 2:

- Form 2A– LBE Participation Form
- Form 2B– “Good Faith Outreach” Requirements Form & Documentation
- Form 3 – CMD Non-Discrimination Affidavit
- Form 4 – Joint Venture Form (If Applicable)
- Form 5 – CMD Employment Form

6.6 LBE Utilization Tracking System LBEUTS

In the past, we had the Diversity Tracking System that monitored compliance with the LBE ordinance. We now have a replacement system – The LBE UTS. It is, among other things, a web-based payment notification system. Prime contractors and all subcontractors who are awarded contracts are now required to use the LBEUTS to submit payment information including invoices and other related information. Additional information and training schedules can be found at www.sfgov.org/LBEUTS. This information is also in CMD Attachment 2.

It is strongly encouraged that each Prime or Joint Venture proposing on this contract to contact Ryan B. Young if they have any questions regarding any of the CMD requirements or forms.

7 Protest Procedures

The City reserves the right to proceed with its Contractor selection and/or negotiation process during any protest period. The City will cease its Contractor selection process only if and when it receives a notification of decision that is in favor of the protester.

7.1 Protest of Non-Responsiveness Determination

Within five (5) business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) business day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

7.2 Protest of Contract Award

Within five (5) business days of the City's issuance of a notice of intent to award contract(s) under this RFP, any Proposer that has submitted a responsive proposal, and believes that the City has incorrectly selected another Proposer for award, may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) business day after the City's issuance of the notice of intent to award a contract(s).

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent

the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

7.3 Delivery of Protests

All protests must be received by the due date. Protests **MUST** be submitted by e-mail addressed to veronica.martinez@sfgov.org. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

Assembly Bill No. 109

CHAPTER 15

An act to amend Sections 585, 650, 654.1, 655.5, 729, 1282.3, 1701, 1701.1, 1960, 2052, 2315, 4324, 5536.5, 6126, 6153, 6788, 7028.16, 7739, 10238.6, 11020, 11023, 11286, 11287, 11320, 16755, 17511.9, 17550.19, 22430, and 25618 of the Business and Professions Code, to amend Sections 892, 1695.8, 1812.125, 1812.217, 2945.7, 2985.2, and 2985.3 of the Civil Code, to amend Sections 2255, 2256, 6811, 6814, 8812, 8815, 12672, 12675, 22002, 25540, 27202, 28880, 29102, 29550, 31410, 31411, and 35301 of the Corporations Code, to amend Section 7054 of the Education Code, to amend Sections 18002, 18100, 18101, 18102, 18106, 18200, 18201, 18203, 18204, 18205, 18310, 18311, 18400, 18403, 18502, 18520, 18521, 18522, 18523, 18524, 18540, 18544, 18545, 18560, 18561, 18564, 18566, 18567, 18568, 18573, 18575, 18578, 18611, 18613, 18614, 18620, 18621, 18640, 18660, 18661, and 18680 of the Elections Code, to amend Sections 3510, 3532, 5300, 5302, 5303, 5304, 5305, 5307, 10004, 12102, 14752, 17700, 18349.5, 18435, 22753, 22780, 31880, and 50500 of the Financial Code, to amend Sections 12004 and 12005 of the Fish and Game Code, to amend Sections 17701, 18932, 18933, 19440, 19441, and 80174 of the Food and Agriculture Code, to amend Sections 1195, 1368, 1369, 3108, 3109, 5954, 6200, 6201, 9056, 27443, and 51018.7 of the Government Code, to amend Sections 264, 310, and 668 of the Harbors and Navigation Code, to amend Sections 1390, 1522.01, 1621.5, 7051, 7051.5, 8113.5, 8785, 11100, 11100.1, 11105, 11153, 11153.5, 11162.5, 11350, 11351, 11351.5, 11352, 11353.5, 11353.6, 11353.7, 11356, 11357, 11358, 11359, 11360, 11362, 11366.5, 11366.6, 11366.8, 11370.6, 11371, 11371.1, 11374.5, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380.7, 11381, 11383, 11383.5, 11383.6, 11383.7, 12401, 12700, 17061, 18124.5, 25180.7, 25189.5, 25189.6, 25189.7, 25190, 25191, 25395.13, 25515, 25541, 42400.3, 44209, 100895, 109335, 115215, 116730, 116750, 118340, and 131130 of the Health and Safety Code, to amend Sections 700, 750, 833, 1043, 1215.10, 1764.7, 1814, 1871.4, 10192.165, 11161, 11162, 11163, 11760, 11880, 12660, and 12845 of the Insurance Code, to amend Sections 227, 6425, and 7771 of the Labor Code, to amend Sections 145, 1318, 1672, and 1673, of the Military and Veterans Code, to amend Sections 17, 18, 19.2, 33, 38, 67.5, 69, 71, 72, 72.5, 76, 95, 95.1, 96, 99, 107, 109, 113, 114, 115.1, 126, 136.7, 137, 139, 140, 142, 146a, 146e, 148, 148.1, 148.3, 148.4, 148.10, 149, 153, 156, 157, 168, 171c, 171d, 181, 182, 186.10, 186.22, 186.26, 186.28, 186.33, 191.5, 193, 193.5, 210.5, 217.1, 218.1, 219.1, 222, 237, 241.1, 241.4, 241.7, 243, 243.1, 243.6, 244.5, 245, 245.6, 246.3, 247.5, 261.5, 265, 266b, 266e, 266f, 266g, 271, 271a, 273.4, 273.6, 273.65, 273d, 278, 278.5, 280, 284, 288.2, 290.018, 290.4, 290.45, 290.46, 298.2, 299.5, 311.9, 313.4, 337.3, 337.7, 337b, 337c, 337d, 337e, 337f, 350, 367f, 367g, 368, 374.2, 374.8, 375, 382.5, 382.6, 386, 387, 399.5, 404.6, 405b, 417,

417.3, 417.6, 422, 422.7, 453, 455, 461, 463, 464, 470a, 470b, 473, 474, 478, 479, 480, 481, 483.5, 484b, 484i, 487b, 487d, 489, 496, 496a, 496d, 499c, 499d, 500, 502, 506b, 520, 529, 529a, 530.5, 532a, 532f, 533, 535, 537e, 538.5, 548, 549, 550, 551, 560, 560.4, 566, 570, 577, 578, 580, 581, 587, 587.1, 591, 593, 594, 594.3, 594.35, 594.4, 597, 597.5, 598c, 598d, 600, 601, 610, 617, 620, 621, 625b, 626.9, 626.95, 626.10, 629.84, 631, 636, 637, 647.6, 653f, 653h, 653j, 653s, 653t, 653u, 653w, 664, 666, 666.5, 667.5, 668, 800, 801, 803, 836.6, 1168, 1170, 1174.4, 1203.016, 1208.2, 1213, 1320, 1320.5, 2600, 2650, 2772, 2790, 2900.5, 2932, 3000, 3000.1, 3001, 3003, 3056, 3057, 4011.7, 4016.5, 4019, 4131.5, 4501.1, 4502, 4530, 4532, 4533, 4536, 4550, 4573, 4573.6, 4573.9, 4574, 4600, 11411, 11413, 11418, 11419, 12021, 12021.1, 12021.5, 12022, 12022.5, 12022.9, 12025, 12035, 12040, 12072, 12076, 12090, 12101, 12220, 12280, 12281, 12303.3, 12303.6, 12304, 12312, 12320, 12355, 12370, 12403.7, 12422, 12520, 18715, 18720, 18725, 18730, 18735, 18740, 20110, 22810, 22910, 23900, 25110, 25300, 25400, 25850, 27590, 28250, 29700, 30315, 30600, 30605, 30725, 31360, 32625, and 33410 of, to add Sections 17.5, 1203.018, 1230.1, 2057, 3000.08, and 3000.09 to, to add Title 2.05 (commencing with Section 3450) to Part 3 of, and to repeal Sections 3060 and 3061 of, the Penal Code, to amend Sections 10283 and 10873 of the Public Contract Code, to amend Sections 5097.99, 14591, 25205, and 48680 of the Public Resources Code, to amend Sections 7680, 7724, 7903, and 21407.6 of the Public Utilities Code, to amend Sections 7093.6, 9278, 14521, 16910, 18631.7, 19705, 19708, 30459.15, 32471.5, 32555, 38800, 40211.5, 41171.5, 43522.5, 43606, 45867.5, 45955, 46628, 46705, 50156.18, 55332.5, 55363, and 60637 of the Revenue and Taxation Code, to amend Sections 2478, 2800.4, 4463, 10501, 10752, 10801, 10802, 10803, 10851, 21464, 21651, 23104, 23105, 23109, 23109.1, 23110, 23550, and 42000 of the Vehicle Code, to amend Section 13387 of the Water Code, and to amend Sections 871.5, 1001.5, 1731.5, 1768.7, 1768.85, 3002, 7326, 8100, 8101, 8103, 10980, 14107.2, 14107.3, 14107.4, and 17410 of, and to add Section 1710.5 to, the Welfare and Institutions Code, relating to criminal justice realignment, making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor April 4, 2011. Filed with
Secretary of State April 4, 2011.]

LEGISLATIVE COUNSEL'S DIGEST

AB 109, Committee on Budget. Criminal justice alignment.

(1) Existing law defines a felony as a crime which is punishable with death or by imprisonment in the state prison. Existing law also provides that except in cases where a different punishment is prescribed by law, every offense declared to be a felony, or to be punishable by imprisonment in a state prison, is punishable by imprisonment in any of the state prisons for 16 months, or 2 or 3 years. Every offense which is prescribed to be a felony punishable by imprisonment in any of the state prisons or by a fine, but

without an alternate sentence to the county jail, may be punishable by imprisonment in the county jail not exceeding one year or by a fine, or by both.

This bill would instead provide that a felony is a crime that is punishable with death, by imprisonment in the state prison, or notwithstanding any other provision of law, by imprisonment in a county jail for more than one year. The bill would generally provide that felonies are punishable by imprisonment in a county jail for 16 months, or 2 or 3 years. The bill provides exceptions to imprisonment in a county jail for a variety of felonies, including serious felonies and violent felonies, as defined, felonies requiring registration as a sex offender, and when the defendant has a prior conviction for a serious or violent felony, or a felony subjecting the defendant to registration as a sex offender, among other exceptions.

The bill would authorize counties to contract with the Department of Corrections and Rehabilitation for beds in state prisons for the commitment of persons from the county convicted of a felony.

(2) Existing law establishes within the Department of Corrections and Rehabilitation, the Division of Juvenile Justice, consisting of the Division of Juvenile Facilities, the Division of Juvenile Programs, and the Division of Juvenile Parole Operations, which operate the statewide system governing wards of the court and other persons committed to the department, and the detention, rehabilitation, probation, and parole thereof. Under existing law, and under specified circumstances, the juvenile court is authorized to commit persons to the Division of Juvenile Justice.

This bill would provide that on and after July 1, 2011, unless a county has entered a memorandum of understanding with the state, the Division of Juvenile Justice shall no longer accept any juvenile offender commitments from the juvenile courts. The bill would, notwithstanding any other law and on and after July 1, 2011, authorize a county to enter into a memorandum of understanding with the state to provide for the admission of minors adjudicated for specified offenses to the Division of Juvenile Justice.

(3) Existing law authorizes the board of supervisors of any county to authorize the correctional administrator to offer a program under which minimum security inmates and low-risk offenders committed to a county jail or other county correctional facility or granted probation, or inmates participating in a work furlough program, may voluntarily participate in a home detention program in lieu of confinement in the county jail or other county correctional facility under the auspices of the probation officer. Existing law provides that the board of supervisors of any county may, upon determination by the correctional administrator that conditions in a jail facility warrant the necessity of releasing sentenced misdemeanor inmates prior to their serving the full amount of a given sentence due to lack of jail space, offer a program under which specified inmates may be required to participate in an involuntary home-detention program.

This bill would enhance the authorization granted to the correctional administrator to offer a voluntary home detention program to include all inmates and additionally subject those inmates to involuntary participation

in a home detention program. The bill would provide that the board of supervisors of any county may authorize the correctional administrator to offer a program under which inmates being held in lieu of bail may be placed in an electronic monitoring program, as specified. The bill would establish criteria for inmates to be eligible for the electronic monitoring program. The bill would make it a misdemeanor for any inmate who is a participant in an electronic monitoring program to fail to comply with the prescribed rules and regulations. By creating a new crime, the bill would impose a state-mandated local program.

(4) Existing law provides for an administrative and application fee for specified work furlough and voluntary electronic home detention program participants. Existing law limits the fees to the pro rata cost of the program to which the person is accepted, as specified. Existing law exempts privately operated voluntary electronic monitoring programs from this fee limitation.

This bill would additionally exempt electronic monitoring programs created by this bill from the fee limitation.

(5) Existing law provides that in all felony and misdemeanor convictions when the defendant has been in custody, including, but not limited to, any time spent in a jail, camp, work furlough, facility, halfway house, rehabilitation facility, hospital, prison, juvenile detention facility, or similar residential institution, all days of custody of the defendant, including days served as a condition of probation credited to the period of confinement, as specified, shall be credited upon his or her term of imprisonment, or credited to any fine, as specified.

This bill includes all days served in a home detention program to that provision, as specified. The bill would also provide that time served in a home detention program, as specified, shall qualify as mandatory time in jail.

(6) Existing law provides that in regards to persons sentenced to the state prison, except for certain specified prisoners, for every 6 months of continuous incarceration, a prisoner shall be awarded credit reductions from his or her term of confinement of 6 months, as specified, and that a lesser amount of credit based on this ratio shall be awarded for any lesser period of continuous incarceration. Credit accumulated pursuant to those provisions may be denied or lost for any specified act committed by the prisoner, including acts for misconduct that could be prosecuted as a felony or a misdemeanor, or misconduct that is a serious disciplinary offense. Existing law requires the Department of Corrections and Rehabilitation to provide notice to a prisoner regarding the denial or loss of credits and permits the prisoner to appeal the decision of the department, as specified.

This bill would provide that credit accumulated while a prisoner is confined to a county jail, city jail, industrial farm, or road camp may be denied or lost for any specified act. The bill would require, for those prisoners confined to a county jail, city jail, industrial farm, or road camp, the sheriff or director of the county correctional department to provide notice to a prisoner regarding the denial or loss of credits and would permit the prisoner to appeal the decision of the sheriff or director of the county

correctional department, as specified. By imposing additional duties on local law enforcement agencies, this bill would impose a state-mandated local program.

(7) Existing law provides time credit for work performance and good behavior to prisoners confined to a county jail, industrial farm, or road camp, or any city jail, industrial farm, or road camp. Specifically, except regarding certain prisoners who are limited to 15% credit against sentenced time, existing law provides that a term of 6 days will be deemed to have been served for every 4 days spent in actual custody, as specified.

This bill would require, for prisoners whose crimes are committed on or after July 1, 2011, except those who are limited to 15% credit against sentenced time, and who are confined to a county jail, city jail, industrial farm, or road camp, that a term of 4 days be deemed to have been served for every 2 days spent in actual custody, as specified.

(8) Existing law generally provides that the Board of Parole Hearings, a state agency, shall have the power to allow prisoners imprisoned in the state prisons to go upon parole outside the prison walls and enclosures, as specified. Existing law authorizes each county to establish a local Community Corrections Partnership to provide a system of felony probation supervision services, as specified.

This bill would enact the Postrelease Community Supervision Act of 2011 to provide that any person released from prison on or after July 1, 2011, after serving a term in prison for certain felonies that are, among other things, not serious or violent, shall be subject to, for a period not exceeding 3 years, community supervision provided by a county agency designated by that county's board of supervisors, as prescribed. By imposing additional duties as local agencies, this bill would impose a state-mandated local program. The bill would also require the courts to establish a process to determine if there has been a violation of the conditions of the postrelease supervision, and the courts would be authorized to take certain actions upon such a finding. The bill would establish within each county local Community Corrections Partnership an executive committee, as specified, to recommend a local plan to the county board of supervisors on how the 2011 public safety realignment should be implemented within that county.

(9) Existing law generally commits persons convicted of felonies to the jurisdiction of the Department of Corrections and Rehabilitation. Existing law also provides for parole of those felons, under the jurisdiction of the Board of Parole Hearings.

This bill would limit the jurisdiction of the Board of Parole Hearings for purposes of parole supervision by providing that persons who are released from prison after serving terms for a serious felony, as defined, a violent felony, as defined, a term imposed because of 2 or more prior felony convictions, as specified, or a term for an offense whereby the person may be classified as a High Risk Sex Offender, would be subject to parole supervision by the department or the court, as specified.

The bill would require that any parolee who was paroled from state prison prior to July 1, 2011, be subject to certain parole supervision requirements,

including, but not limited to, that he or she remain under the supervision of the department until a specified circumstance occurs, and that those parolees, being held for a parole violation in county jail on July 1, 2011, be subject to the jurisdiction of the board. Eligible parolees released from prison after serving terms for a serious felony, a violent felony, a term imposed because of 2 or more prior felony convictions, as specified, or a term for an offense whereby the person may be classified as a High Risk Sex Offender, whose parole is revoked by the board, would be remanded to state prison, and after his or her release jurisdiction over the parolee would remain under the Division of Adult Parole Operations. Any subsequent revocation action would be conducted by the court in the county into which the parolee was released.

(10) Existing law, as amended by Proposition 83 when that initiative was approved by the voters at the November 7, 2006, statewide general election, requires a person who has been convicted of a specified sex offense and who has been released on parole from state prison, to be discharged from parole by the board if he or she has been on parole continuously for 6 years since release from confinement, or 20 years in the case of conviction for specified sex offenses, unless the board determines, for good cause, that the person will be retained on parole. A measure that amends Proposition 83 requires a $\frac{2}{3}$ vote in each house unless the measure expands the scope of the application of the proposition's provisions or increases the punishments or penalties provided therein.

This bill would transfer the above-referenced duties from the board to the courts. The bill would increase the above-described parole periods to $6\frac{1}{2}$ years and $20\frac{1}{2}$ years, respectively.

(11) Existing law generally requires an inmate who is released on parole to be returned to the county that was the last legal residence of the inmate prior to his or her incarceration. Existing law also requires the department to release specified information regarding paroled inmates to local law enforcement, as specified, and to control and be responsible for the Law Enforcement Automated Data System (LEADS) regarding that information.

This bill would generally require an inmate who is released under a postrelease supervision program to be returned to the county that was the last legal residence of the inmate prior to his or her incarceration. The bill would also require the Department of Corrections and Rehabilitation to include information on inmates released under a postrelease supervision program in LEADS. The bill would require county agencies supervising inmates released under a postrelease supervision program to provide to the department any inmate information requested by the department that is to be used in LEADS. By imposing new duties on local agencies, the bill would impose a state-mandated local program.

(12) The bill would make additional conforming changes.

(13) By imposing additional burdens on local government entities, this bill would impose a state-mandated local program.

(14) The bill would become operative no earlier than July 1, 2011, and only upon creation of a community corrections grant program to assist in implementing this act and upon an appropriation to fund the grant program.

(15) This bill would appropriate \$1,000 from the General Fund to the Department of Corrections and Rehabilitation for purposes of state operations.

(16) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

(17) The California Constitution authorizes the Governor to declare a fiscal emergency and to call the Legislature into special session for that purpose. The Governor issued a proclamation declaring a fiscal emergency, and calling a special session for this purpose, on January 20, 2011.

This bill would state that it addresses the fiscal emergency declared by the Governor by proclamation issued on January 20, 2011, pursuant to the California Constitution.

(18) This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. This act is titled and may be cited as the 2011 Realignment Legislation addressing public safety.

SEC. 2. Section 585 of the Business and Professions Code is amended to read:

585. Any person, company, or association violating the provisions of this article is guilty of a felony and upon conviction thereof shall be punishable by a fine of not less than two thousand dollars (\$2,000) nor more than six thousand dollars (\$6,000), or by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code. The enforcement remedies provided under this article are not exclusive and shall not preclude the use of any other criminal, civil, or administrative remedy.

SEC. 3. Section 650 of the Business and Professions Code is amended to read:

650. (a) Except as provided in Chapter 2.3 (commencing with Section 1400) of Division 2 of the Health and Safety Code, the offer, delivery, receipt, or acceptance by any person licensed under this division or the Chiropractic Initiative Act of any rebate, refund, commission, preference, patronage dividend, discount, or other consideration, whether in the form



Karen L. Fletcher
Chief Adult Probation Officer

*Protecting the Community, Serving Justice and
Changing Lives*

October 7, 2019

Mr. Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find an original single-sided and two single-sided, black and white copies of the proposed resolution which will authorize the modification of the grant agreement between the San Francisco Adult Probation Department (ADP) and The Regents of the University of California (UCSF) for the amount of \$12,207,101, resulting in a total not to exceed amount of \$18,007,010 for the period of November 1, 2017 to October 31, 2022.

Through this grant agreement UCSF provides behavioral health and reentry services delivery and coordination at ADP's Community Assessment and Services Center (CASC). The CASC is a one-stop services center that provides on-site adult probation department supervision and a wide range of community services to clients of ADP and other justice involved San Francisco residents. The CASC is a joint operation of ADP and UCSF.

BACKGROUND

In 2011, California Criminal Justice Realignment was implemented. AB109, along with sister legislation SB678 created new pathways for addressing over-incarceration, underscored best criminal justice practices, and provided new funding for community supervision and corollary reentry services. In line with best practices, ADP upgraded its validated risk and needs assessment, required ADP staff to complete extensive training on strength based client engagement strategies, and launched an array of reentry services to aptly respond to identified needs.

ADP's Community Assessment and Services Center (CASC), located at 564 6th Street is the department's flagship client reentry, one-stop services center. The CASC co-locates ADP Deputy Probation Officers and Reentry staff, along with staff of the San Francisco Department of Public Health, Human Services Agency and Department of Child Support Services who respectively provide behavioral health services, healthcare and income benefits enrollment, and child support services in close coordination with ADP staff and CASC reentry services partners. Other essential services include individualized case management, mental health and cognitive behavioral interventions, recovery and relapse prevention groups, a 5 Keys Charter High School, employment readiness and job placement, and housing placement assistance.

Initially CASC services were exclusively offered to clients under ADP probation supervision. In line with the evolution of a true, comprehensive, one-stop reentry services facility, and an expanded citywide vision to further reduce recidivism, and protect public safety, ADP has strengthen its partnership with the Sheriff's Department, Collaborative Courts, State Parole, Federal Probation, and other entities that directly serve criminal justice involved populations, and expanded CASC eligibility to any justice involved San Francisco resident, this is any adult San Francisco resident currently impacted by the criminal justice system or who has a criminal history. The CASC plays a pivotal role in citywide public safety objectives. The CASC offers justice involved people the opportunity to address and mitigate key drivers of crime; substance dependency, mental health, employment and

income benefits, housing, and education, and to permanently exit the criminal justice system. As more people exit and are deterred from the criminal justice system, crime, recidivism rates, and criminal justice system costs are reduced, public safety is protected, and families and communities are strengthened. UCSF is the second provider of CASC services. It is important to ensure a continuation of services without interruption beyond the current October 31, 2019 expiration date.

KEY POINTS: GRANT AWARD AND SELECTION PROCESS

- In June 2017, ADP released Request for Proposals to select the provider of the Community Assessment and Services Center (RFP #APD2017-03).
- Through RFP#APD2017-03, The Regents of the University of California, on behalf of its San Francisco Campus (UCSF) was selected to operate the CASC.
- Accordingly, UCSF was awarded a grant agreement with a not to exceed amount of \$5,800,000 for the term of November 1, 2017 – October 31, 2019.
- As the original two year term of this grant agreement nears completion, ADP would like to execute the three year term extension option provided by the solicitation. The modified term extends services until October 31, 2022.

PROPOSED ACTIONS

The proposed resolution authorizes ADP to increase the agreement to a not to exceed amount of \$18,007,010, an amount that is needed to operate the CASC thru October 31, 2022.

RECOMMENDATION

ADP allocated substantial AB109 resources to launch the CASC services and seeks a seamless continuation of CASC services through this proposed resolution. ADP recommends approval of the Resolution approving the 1st Amendment between the City and County of San Francisco Adult Probation Department and UCSF.

LIST OF ACCOMPANYING DOCUMENTS

1. Cover Letter for Resolution approving the First Amendment to the professional service contract with CASC and Resolution approving First Amendment to the agreement. (4 copies with wet signatures)
Electronic: word
2. Resolution approving the First Amendment to the professional service contract with CASC (five copies).
Electronic: word
3. CASC First Amendment with wet signatures (five copies). Electronic: pdf
4. Minimum Compensation Ordinance (MCO) Exemption and Waiver Request
5. Health Care Accountability ordinance (HCAO) Exemption and Waiver Request
6. Chapter 12B Waiver Request
7. Chapter 12T Waiver Request
8. CASC 1st amendment Form SFEC-126_BOS (five copies) Electronic: word
9. CASC Original Agreement (five copies) Electronic: pdf
10. CASC Solicitation (five copies) Electronic: pdf
11. ab_109_summary

The following person may be contacted regarding this matter:

Tonya Jones, Sr. Administrative Analyst

415-553-1923

Tonya.Jones@sfgov.org

Respectfully,



Karen L. Fletcher, Chief Adult Probation Officer

Karen.fletcher@sfgov.org



*Protecting the Community, Serving Justice and
Changing Lives*

Karen L. Fletcher
Chief Adult Probation Officer

To: Board of Supervisors

From: Veronica Martinez, Director of Finance and Services, ADP

Date: October 7, 2019

Subject: (CASC) Agreement –First Amendment for Consideration and Approval

The following is a list of the documents attached to this packet, these documents are being sent electronically:

1. Cover Letter for Resolution approving the First Amendment to the professional service contract with CASC and Resolution approving First Amendment to the agreement. Electronic: word
2. Resolution approving the First Amendment to the professional service contract with CASC. Electronic: word
3. CASC First Amendment with wet signatures. Electronic: pdf
4. CASC Original Agreement Electronic: pdf
5. CASC Solicitation Electronic: pdf
6. ab_109_summary
7. CASC 1st amendment Form SFEC-126_BOS. Electronic: word

Do not hesitate to contact me with any questions or comments you may have. I can be reached at veronica.martinez@sfgov.org or 415-553-9250.

RECEIVED
 BOARD OF SUPERVISORS
 SAN FRANCISCO
 2019 OCT -8 PM 3:00
 BY _____ AK

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
Time stamp
or meeting date 2019 Oct 18 PM 3:00
AK

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Topic submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Fewer

Subject:

Authorizing the Adult Probation Department to amend the Grant Agreement with UCSF to operate the Community Assessment and Services Center (CASC)- Not to Exceed \$18,007,010.

The text is listed:

Resolution approving an amendment to the grant agreement between the Adult Probation Department and The Regents of the University of California, on behalf of its San Francisco Campus for the operation of the Community Assessment and Services Center (CASC), to increase the grant funding to \$18,007,010 and to extend the performar period to October 31, 2022.

Signature of Sponsoring Supervisor:

Sandra Lee Fewer

For Clerk's Use Only



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
 Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #:
 191023
 Bid/RFP #:
 RFP#APD2017-03

Notification of Contract Approval

SFEC Form 126(f)4
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

| 1. FILING INFORMATION | |
|--|--|
| TYPE OF FILING | DATE OF ORIGINAL FILING (for amendment only) |
| original | |
| AMENDMENT DESCRIPTION – Explain reason for amendment | |
| | |

| 2. CITY ELECTIVE OFFICE OR BOARD | |
|----------------------------------|-------------------------------|
| OFFICE OR BOARD | NAME OF CITY ELECTIVE OFFICER |
| Board of Supervisors | Members |

| 3. FILER'S CONTACT | |
|----------------------------------|--------------------------------|
| NAME OF FILER'S CONTACT | TELEPHONE NUMBER |
| Angela Calvillo | 415-554-5184 |
| FULL DEPARTMENT NAME | EMAIL |
| office of the Clerk of the Board | Board.of.Supervisors@sfgov.org |

| 4. CONTRACTING DEPARTMENT CONTACT | |
|-----------------------------------|-------------------------------------|
| NAME OF DEPARTMENTAL CONTACT | DEPARTMENT CONTACT TELEPHONE NUMBER |
| Veronica Martinez | 415-553-9250 |
| FULL DEPARTMENT NAME | DEPARTMENT CONTACT EMAIL |
| ADP Adult Probation | veronica.martinez@sfgov.org |

| 5. CONTRACTOR | |
|---|--|
| NAME OF CONTRACTOR The Regents of the University of California, on behalf of its San Francisco Campus | TELEPHONE NUMBER 415-774-1070 |
| STREET ADDRESS (including City, State and Zip Code) 3333 California Street San Francisco, CA 94118 | EMAIL Navjot.Mahal-Gill@ucsf.edu |

| 6. CONTRACT | | |
|--|--|--|
| DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S) | ORIGINAL BID/RFP NUMBER RFP#APD2017-03 | FILE NUMBER (If applicable) 191023 |
| DESCRIPTION OF AMOUNT OF CONTRACT \$18,007,010 | | |
| NATURE OF THE CONTRACT (Please describe) Contractor provides behavioral health and reentry services through its Community Assessment and Services Center (CASC). The CASC is a one-stop services center that provides on-site adult probation supervision and a wide range of community services to clients of the San Francisco Adult Probation Department (SFAPD) and other justice involved San Francisco residents. The CASC is a joint operation of SFAPD and Contractor. | | |

| 7. COMMENTS |
|---|
| This is a 1st amendment to ADP's existing contract with UCSF. This amendment extends the performance period for 3 more years, for a total 5 year term. And increases the not to exceed amount from \$5,800,000 to \$18,007,010. |

| 8. CONTRACT APPROVAL | |
|-------------------------------------|--|
| This contract was approved by: | |
| <input type="checkbox"/> | THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM |
| <input checked="" type="checkbox"/> | A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors |
| <input type="checkbox"/> | THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS |

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| # | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|-----------------------------------|------------|-------------------------|
| 1 | Perez, Chair of the Board | John | Other Principal officer |
| 2 | Estolano, Vice Chair of the Board | Cecilia | Other Principal officer |
| 3 | Anguiano | Maria | CFO |
| 4 | Guber | Howard | CEO |
| 5 | Cohen | Michael | Board of Directors |
| 6 | Park | Lark | Board of Directors |
| 7 | Leib | Richard | Board of Directors |
| 8 | Elliot | Gareth | Board of Directors |
| 9 | Kieffer | George | Board of Directors |
| 10 | Lansing | Sherry | Board of Directors |
| 11 | Makarechian | Hadi | Board of Directors |
| 12 | Butler | Laphonza | Board of Directors |
| 13 | works west | Community | Subcontractor |
| 14 | Janitorial | Karla's | Subcontractor |
| 15 | | | |
| 16 | | | |
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| # | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|--------------------------------|------------|------|
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9. AFFILIATES AND SUBCONTRACTORS

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| # | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|--------------------------|---|------------|------|
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| <input type="checkbox"/> | Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type. | | |

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

| | |
|--|-------------|
| SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board | DATE SIGNED |
|--|-------------|