

File No. 170265

Committee Item No. 8  
Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee      Date April 6, 2017

Board of Supervisors Meeting      Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Linda Wong      Date March 30, 2017  
Completed by: Linda Wong      Date \_\_\_\_\_

1 [Agreement Amendment - Leaders in Community Alternatives - Home Detention and  
2 Electronic Monitoring Program Rules and Regulations; Program Administrator's Evidence of  
3 Financial Responsibility - 2017 Calendar Year - Not to Exceed \$2,000,000]

4 **Resolution authorizing the Sheriff's Department to enter into a first amendment to the**  
5 **existing agreement with Leaders in Community Alternatives ("LCA"), to extend the**  
6 **term by one year for a total term of May 1, 2014, through April 30, 2018, with no change**  
7 **in the agreement amount not to exceed \$2,000,000; approving the Sheriff Department's**  
8 **home detention and electronic monitoring program rules and regulations; and**  
9 **approving evidence of financial responsibility demonstrated by program administrator**  
10 **LCA for the 2017 calendar year.**

11  
12 WHEREAS, The Sheriff's Department held a competitive bid process RFP  
13 SHF2014-01 Electronic Monitoring and Case Management Services and awarded an  
14 agreement to Leaders in Community Alternatives ("LCA") to administer the Sheriff  
15 Department's home detention and electronic monitoring program (the "Program"); and

16 WHEREAS, The Civil Service Commission approved Professional Services  
17 Agreement 48796-13/14 with LCA on March 3, 2014; and

18 WHEREAS, California Penal Code Sections 1203.016 and 1203.018 authorize the  
19 Sheriff to expand the use of home detention with electronic monitoring for sentenced and  
20 unsentenced inmates to reduce jail operating expenditures; and

21 WHEREAS, California Penal Code Sections 1203.016 and 1203.018 authorize the  
22 Sheriff to administer a home detention program with electronic monitoring pursuant to written  
23 contracts with private entities, subject to the requirement that the Board of Supervisors  
24 annually review and approve the rules and regulations of the Program and the requirement  
25

1 that such contract include a provision requiring that the contractor demonstrate and submit for  
2 approval by the Board of Supervisors evidence of financial responsibility that may include a  
3 current liability insurance policy in amounts and under conditions sufficient to fully indemnify  
4 the City and County of San Francisco for reasonably foreseeable public liability, including  
5 legal defense costs, that may arise from, or be proximately caused by, acts or omissions of  
6 the contractor; and

7 WHEREAS, The original contract agreement is on file with the Clerk of the Board of  
8 Supervisors in File No. 140308 ("Contract"); and

9 WHEREAS, The Sheriff Department's Program is administered by LCA pursuant to the  
10 rules and regulations set forth in Appendix A of the Agreement; and

11 WHEREAS, The Sheriff's Department proposes no changes to the rules and  
12 regulations set forth in Appendix A of the Agreement; and

13 WHEREAS, The Sheriff's Department desires to amend the Agreement to extend the  
14 term to April 30, 2018; and

15 WHEREAS, The proposed agreement amendment is on file with the Clerk of the Board  
16 of Supervisors in File No. 170265, and which is hereby declared to be a part of this  
17 resolution as if set forth fully herein; and

18 WHEREAS, The Sheriff's Department completed the annual review of the Program's  
19 scope of services and LCA's evidence of financial responsibility, which shall be the certificate  
20 of insurance required by the Agreement, and found that no change is required; and

21 WHEREAS, Program administrator LCA has provided to the Sheriff as evidence of  
22 financial responsibility the certificate of current liability insurance, which is on file with the  
23 Clerk of the Board of Supervisors in File No. 170265, and which is hereby declared to be a  
24 part of this resolution as if set forth fully herein; now, therefore, be it  
25

1 RESOLVED, That the Board of Supervisors approves the Electronic Monitoring  
2 Program First Amendment by and between LCA, and the City and County of San Francisco,  
3 acting by and through its Sheriff's Department, for a one year contract extension, beginning  
4 May 1, 2017, which is on file with the Clerk of the Board of Supervisors in File  
5 No. 170265; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors approves the Program rules  
7 and regulations set forth in the Agreement; and, be it

8 FURTHER RESOLVED, That the Board of Supervisors approves the evidence of  
9 financial responsibility submitted by LCA and demonstrated by the certificate of current liability  
10 insurance, which is on file with the Clerk of the Board of Supervisors in File No. 170265;  
11 and, be it

12 FURTHER RESOLVED, The Sheriff shall submit annually the rules and regulations of  
13 the Program for review and approval by the Board of Supervisors; and, be it

14 FURTHER RESOLVED, The Sheriff will perform an annual review of the evidence of  
15 financial responsibility, which shall be the certificate of insurance required by the Agreement,  
16 to ensure compliance with requirements set by the Board of Supervisors and for adjustment of  
17 the financial responsibility requirements if warranted by caseload changes or other factors.  
18  
19  
20  
21  
22  
23  
24  
25

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of **May 1, 2017**, in San Francisco, California, by and between **Leaders in Community Alternatives, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise option to extend the contact term to April 30, 2018;

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

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated **May 1, 2014** between Contractor and City.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2.** Section 2, Term of the Agreement currently reads as follows:

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **May 1, 2014 to April 30, 2017**. In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.

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

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **May 1, 2014 to April 30, 2018**. In addition, the City shall have one option to extend the term, for a period of one year, by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.

**2c. Sugar-Sweetened Beverage Prohibition.** Section 58 is hereby replaced in its entirety to read as follows:

**58. Sugar-Sweetened Beverage Prohibition.** Contractor 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.

**2d. Insurance.** Section 15 is hereby replaced in its entirety to read as follows:

**15. Insurance.**

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$3,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**2e. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section.** Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

**32. Consideration of Criminal History in Hiring and Employment Decisions.**

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T

is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (32d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement.



The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **May 1, 2017**.

**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.

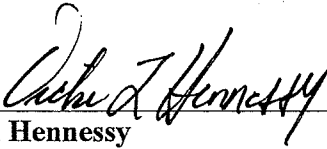
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

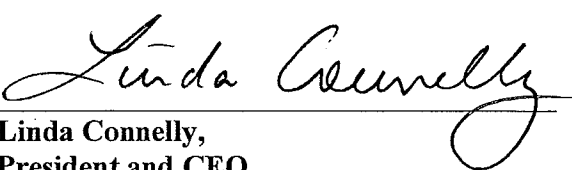
**CITY**

**CONTRACTOR**

Recommended by:

**Leaders in Community Alternatives, Inc.**

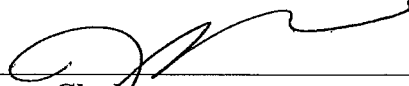
  
\_\_\_\_\_  
**Vicki Hennessy**  
**Sheriff**  
**San Francisco Sheriff's Department**

  
\_\_\_\_\_  
**Linda Connelly,**  
**President and CEO**  
**160 Franklin Street, Suite 310**  
**Oakland, CA 94607**

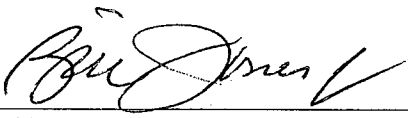
City vendor number: **25546**

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
**Jana Clark**  
Deputy City Attorney

Approved:

  
\_\_\_\_\_  
**Jaci Fong**  
Director of the Office of Contract  
Administration, and Purchaser

PURCHASING DEPARTMENT  
RECEIVED  
17 FEB -2 PM 2:35

PURCHASING DEPARTMENT  
RECEIVED  
17 FEB 17 AM 8:13

**Appendix A**  
**Services to be provided by Contractor**

**Description of Services**

Contractor will provide electronic home detention monitoring and case management services for inmates who qualify for home detention as an alternative to incarceration. Services include adjunct case management to monitor inmate's outpatient participation in substance abuse or mental health programs and urinalysis to monitor sobriety.

**Case Management Requirements**

As per California Penal Code section 1203.018, LCA will "operate in compliance with any available standards and all state and county laws applicable to the operation of electronic monitoring programs and the supervision of offenders in an electronic monitoring program."

As per California Penal Code section 1203.016, LCA will "operate in compliance with any available standards promulgated by state correctional agencies and bodies, including the Corrections Standards Authority, and all statutory provisions and mandates, state and county, as appropriate and applicable to the operation of home detention programs and the supervision of sentenced offenders in a home detention program."

**a. Referrals**

- All referrals to the Electronic Monitoring and Case Management Program will be made by the San Francisco Sheriff's Department, the Courts, or the detainee's attorney. The SFSD will screen all referrals and determine which detainees can be safely supervised via electronic monitoring. The SFSD may allow out-of-county participants to be monitored, provided they meet the SFSD criteria and SFUSD approves their participation. All San Francisco County Adult offenders shall be approved and placed on the SFSD Electronic Monitoring program authorized by and subject to the terms and conditions of this contract only. LCA may only place individuals referred by the Sheriff's Department or Adult Probation on Electronic Monitoring.
- LCA will accept all referrals from SFSD.

**b. Orientation and Equipment Installations**

- The SFSD will notify the Contractor regarding a detainee's impending participation in the City's Electronic Monitoring (EM) program.
- Contractor will install, orient, and activate the EM equipment on the same day SFSD schedules installation. This will occur at the SFSD's facilities at 70 Oak Grove, or at an alternate SFSD pre-determined location. As part of this process, Contractor will provide participants with a program schedule for the first seven (7) days of their Electronic Monitoring during the EM equipment installation.

- Following installation, the Contractor will confirm that the EM equipment is activated and operational on the Omnilink or equivalent system, and will email SFSD immediately following the successful installation and initial download of the bracelet.
- The Contractor will ensure that all EM equipment is activated and operational the same day it is installed.

c. **Initial Assessment and Case File**

- Contractor will complete an initial assessment of each participant, which will identify list and schedule of approved activities and locations and most appropriate equipment and equipment settings, prior to equipment installation. Pending SFSD provision of Compass, the Department's Electronic Needs Assessment software, and associated training, SFSD will reimburse the Contractor for additional labor cost required to perform Compass Assessment. Contractor will propose 24/7 schedules for each participant corresponding to the requirements of the SFSD program and their needs assessment, as defined and measured by Compass Electronic Needs Assessment software, and in line with evidence-based practices. This includes recommendations for education, vocational support, and other pro-social activities. The proposed schedules must be approved by SFSD in advance of their start date. All out of range activities must to be approved in advance ONLY by SFSD sworn supervisors). Contractor will have face to face meetings with participants two times per month and will verify documentation of work, school, and any approved community activities bi-weekly.
- Based on the initial assessment, defined above, the Contractor will provide to SFSD an Electronic Monitoring Participant Assessment File that will form the basis for the Participant Case File, once the client is accepted into the program. Collectively, these documents will be referred to as the "Participant File."

The Participant Assessment File will contain, at minimum, the following:

1. Program Application
2. List and schedule of approved activities
3. Verification of employment and/or proof of education class enrollment and school schedule, as appropriate
4. List of all verified sources of income
5. Program goals to include treatment plans with specified benchmark participation
6. All special needs
7. Approved payment plan and payment schedule. A document verifying that the participant is aware of and will comply with all SFSD rules and policies
8. Result of initial drug test performed by LCA within the first week of enrollment.)

Once the participant is enrolled, the following information will be added to the file:

1. Ongoing program participation activities
2. Ongoing employment and/or job search activities
3. Restriction imposed, such as exclusion zones, curfews, travel restrictions, as approved by SFSD
4. Participant schedule
5. All related addresses (home, work, etc.) and contact phone numbers (cell, home, work, etc.)
6. Program violations and sanctions imposed, as identified by SFSD

Upon completion, the following information will be added to the file:

1. Close out notes
2. Award of completion if applicable
3. Termination reason
4. Eligibility for re-enrollment
5. Return of equipment in working order is required for successful completion

In addition, as part of ongoing data management,

- Contractor will utilize a database as the basis of an electronic case file management system used to case manage each participant in the program, beginning with enrollment, throughout the program, and until release and will keep an updated hard copy (paper copy) on file. The database shall allow electronic access and storage of the initial assessment and all documents described above.
- Contractor will give SFSD direct access to the Case Management Database and Omnilink Database including all case notes.
  - Contractor will note all updates to participants' schedules and contact information in the electronic master list within 24 hours of the schedule or contact information change.
  - Contractor using Workflow Management Software to manage work flow related to client's activity, including alerts and incidents, with access available upon demand by SFSD sworn staff. Contractor will review to determine any deviations from the approved schedule, equipment problems or tamper attempts
  - Contractor will provide all files as determined by SFSD upon request

**d. Client Monitoring**

- Contractor will provide a minimum of one staff onsite at SFSD office Monday through Friday for eight (8) hours per day to perform equipment installations and removals, meet

with program participants, troubleshoot equipment problems and provide program assistance to SFSD. SFSD will provide two workstations at 70 Oak Grove for Contractor.

- Local Contractor management will be available 24/7, 365 days a year, to monitor all electronic monitoring participants and to handle any issues or discuss any concerns.
- Contractor will provide a full time Site Manager to supervise Contractor employees and coordinate efforts with SFSD employees. The Site Manager may supervise up to 10 participants when the participant numbers are below 70. The Site Manager will provide technical expertise during violation hearings and enforcement actions, attend monthly staff meetings, and liaison between SFSD and The District Attorney, the Public Defender, the Courts, the Adult Probation Department, and other criminal justice agencies. The Contractor is required to communicate with these entities in order to ensure efficient implementation of the program.
- The Site Manager will be dedicated solely to supervising Contractor employees, and not manage any clients, when the program exceeds 70 participants
- The Site Manager will provide continuous training for all SFSD Community Programs Staff and Contractor staff on all participant tracking software and electronic monitoring devices.
- The Site Manager will be the point of communication between the Contractor and the SFSD for billing purposes, and will collect payments and resolve any discrepancies that may occur.
  - The Site Manager will work at an SFSD site, such as 70 Oak Grove or an SFSD-approved designated site.
  - The Contractor will provide Case Manager(s) at a ratio one (1) Case Manager to every thirty-five (35) clients enrolled in electronic monitoring, and will provide the following case management services for each participant:
    - **Office Meetings:** Case Manager will meet with each program participant at an SFSD site, such as 70 Oak Grove or an SFSD-approved site at the minimum of two times per month. At the meetings the Case Manager will review and verify the participant's activities during the previous period and will inspect the electronic monitoring equipment and verify it is operational and securely attached to the participant. The Contractor will submit a complete report of all office meetings by the deadline specified, if requested by the SFSD or the Courts.
    - **Employment/School Verification:** Every 30 days Contractor will collect a copy of the program participant's latest paycheck stub to confirm their employment status, and will be submitted to the participant's case file. Contractor will collect a copy of the program participant's most recent school registration form, class schedule, and upon completion of the school term, will collect a copy of their report card, and will submit this information to the participant's case file.
    - **Employment Search:** For unemployed participants, the case manager will assist the participant in developing tangible strategies to obtain suitable employment. Referrals will be made to employment agencies and other community resources in an effort to ensure the participant's success in the community. The Case Manager will require participants to participate in a scheduled job search plan and to submit verifying documentation.

- **Urinalysis and Drug and Alcohol Screening:** Contractor will collect a urine sample or saliva swab drug test from each participant at least once every 30 days, or at the direction of the SFSD, and will test the sample for marijuana, heroin, amphetamine, PCP and cocaine via a Substance Abuse Screening Device, such as Redi-Cup. Urinalysis devices will be supplied by SFSD at no cost to the Contractor. Both timing and methodology of test are at the discretion of SFSD. SFSD will provide male and female staff, as required; to perform Urinalysis test. The SFSD does not anticipate any policy changes that would change the current standard. Contractor will test blood alcohol content at least once every 30 days via portable Alcohol Screening Device (PAS) or Breathalyzer, as determined by SFSD. All urine samples, saliva swab tests, and blood alcohol tests will be administered at no cost to SFSD. If the participant wishes to appeal the results of a SFSD or Contractor administered test, the Contractor will collect from the participant the cost of any urinalysis and swab kits where the results are sent to an outside lab for testing for the purpose of appeal. The Contractor will collect the fee for lab verification from participants and will net the fee collection from the amount invoiced to the SFSD. Participants are required to pay for lab verifications prior to the samples being sent to the lab. If the participant is unable to pay, the SFSD reserves the right to waive the fee and will pay for the cost of the lab test. All tests will be sent to the laboratory identified by the SFSD. The Contractor will bill the cost of the lab tests directly to the SFSD. Contractor will record all test results in the participant's case file and provide all test results to SFSD immediately in writing or within seven (7) days if a more conclusive analysis is needed, but no later than the next business day after the test results are obtained.
- **24-Hour Monitoring** - The Contractor will monitor all EM participants 24 hours a day, seven (7) days a week, as described below. One time per week, the Contractor will provide SFSD with an electronic master list of all individuals participating in the EM program. The list will contain participant name, participant violations, case manager name and contact information. The Contractor will notify SFSD via BOTH email and by phone, as soon as possible but no later than one hour after a potential Absent Without Official Leave (AWOL), defined as four (4) hours without communication from the electronic monitoring devices or verbal communication from the participant, an alarm goes off due to tampering, a dead battery, a cut bracelet and/or potential blood alcohol level. All alerts will be investigated and confirmed by Contractor staff with verbal status report to SFSD within 24 hours following resolution of the incident and written status report to SFSD by the next business day.

  - LCA will constantly review electronic monitoring devices to determine any deviations from the approved schedule, equipment problems or tamper attempts. LCA supervisory staff will also review all daily alerts to ensure they have been cleared and managed. In order to keep SFSD apprised of potential violations, LCA will provide an electronic written report **of all incidents the next business day** while an alert is being investigated. An electronic written incident report detailing the event, investigation, and results, including corroborating documentation and client statements, will be available within 24 hours following resolution of the incident.

- Contractor will utilize Omnilink's latest state-of-the-art GPS equipment, with twenty-four hour technical support provided by Omnilink. Staff will monitor all participant activity 24/7. The Contractor will have a 24/7 technical support center that can be accessed by the SFSD 24 hours a day, seven (7) days a week, 365 days a year to provide a safety net of technical support during exigent circumstances.
- LCA will provide SFSD two iPads which will have cellular internet access to provide real time access for GPS monitoring. LCA will disable all non-work related applications prior to distribution of iPad to SFSD. Additionally, Contractor will activate a special web portal specific to SFSD that will allow access to the complete GPS, continuous and mobile alcohol monitoring, and electronic case files with the touch of a button and one password. This will ensure easy access and a comprehensive 24/7 monitoring solution.
- **Meetings and Access** - The Contractor will participate in meetings with the SFSD Community Programs Staff and Command staff as required. Contractor will provide a minimum of one staff onsite at SFSD office Monday through Friday for eight (8) hours per day, a schedule determined by SFSD, to meet with SFSD supervisor for daily case conference.
- **Training** – The Contractor will provide continuous ongoing comprehensive training for all SFSD Supervisory and Community Programs staff in the use of equipment and monitoring techniques. Training will be provided at no cost. Contractor will provide online training modules that can be accessed anytime. Contractor will provide complimentary registration for SFSD staff to attend manufacturer user conferences, for public agencies using EM equipment, including but not limited to two day training events located in San Francisco.
- **Reports** - The Contractor will submit written reports, as requested, and in the format determined by the SFSD Community Programs staff. On a monthly basis, the Contractor will report, in MS Excel or Comma Delimited format, a list of people who participated in electronic monitoring 12-months prior to the reporting date and participant's status.

e. **General Requirements**

- **Invoicing** – Contractor will submit invoices in the format required by SFSD for the previous month's service, by the 15<sup>th</sup> day of the current month, and must contain all necessary documentation to verify validity. Invoices must state, but may not be limited to the following:
  - Client's Name



- Individual services provided with the corresponding charge per service
- Number of days client participated, per service
- Client's name, services, and amount collected from participants in which credit amount is applied against invoiced amount
  
- **Program Fees.** The Contractor will collect program fees from participants and report fee collection to the SFSD when the Contractor submits the monthly invoice. The Contractor will net all collected program fees from the amount billed to the SFSD. The SFSD will pay for all program costs defined in the contract, at the rates defined in the contract, less the amount of fees collected by the Contractor. The SFSD will determine the program fees and may determine, at the sole discretion of the SFSD, the clients' ability to pay and may reduce the program fee proportionate to the clients' ability to pay.
  
- **Contractor and Contractor Employee Requirements -** All Contractor employees working in the jail will maintain current jail clearance (the Contractor is responsible for all clearance costs) and must attend a two hour Jail Clearance Orientation Training administered by SFSD at no cost to the Contractor. Such costs do not include travel or lodging associated with attending any training. Contractors working in the field may wear bullet resistant vests provided by the Contractor at no cost to the SFSD. Industry standard bulletproof vests are estimated to cost \$700-\$900 each.
  
- **Lost Units –** Contractor will incorporate inventory shrinkage due to lost or damaged devices into total contract pricing. There will be no cost to SFSD for any lost or damaged devices. Participants who lose, damage or steal equipment will be violated from the program by SFSD and will be barred from participating in SFSD programs until participant reimburse Contractor for the equipment. Participants who fail to surrender and/or lose equipment will be violated from the program and will be barred from participating in SFSD programs until participant reimburse Contractor for the equipment.

f. **Contractors Electronic Devices GPS (Active, Passive, Optional HMU via Landline or Cellular) will be capable of:**

- Producing mapping displays and reports that include participant location, zone violations, tampering and battery status.
- Determining if a participant has violated a zone/schedule that is associated with an area on a map. System must allow for unlimited number of zones and schedules.
- Allowing to program buffer zones around each exclusion zone for high risk cases to enable staff time to act before the participant enters an exclusion zone.
- Allowing for easy changes in scheduling software program.
- Determining geographical areas to be designated as a) allowable, b) unallowable, c) optional, but can be temporarily SFSD allowed for a specific time period, on a case-by-case basis.

- Allowing an agency to break out caseloads by branch and case manager.
- Allowing caseworker to include notes related to and capable of attaching to system generated alerts.
- Allowing caseworker to determine reporting intervals. Reporting intervals are 10 minutes or less.
- Providing alternative location tracking using the cellular network in the absence of GPS at no additional cost.
- Having a, FCC certified, one-piece/ single-body-attached GPS device housing the receiver and transmitter into a single unit. All participant equipment (except a charging cable) must be included in a 1-piece, ankle attached device and must report all information exclusively through the cellular network. Must be as small and inconspicuous as possible – Dimensions shall be no larger than approximately 3.5” (L) x 2.4” (W) x 1.6” (D) eight and four tenths (8.4) ounces or must be consistent in size and weight with the latest industry standards.
- Attaching to participant with either a reusable or field replaceable strap that is adjustable to fit the participant and attaches at the ankle. Contractor will replace reusable straps once every year at no additional cost or will provide six (6) disposable straps per unit, per year at no additional cost.
- Attaching to participant with the fewest pieces possible; no screws or tools are required.
- Attaching to the participant so that efforts to tamper with or remove the bracelet are obvious upon visual inspection and will provide immediate tampering detection and alert reporting.
- Remaining in “tamper” mode until a Case Worker has inspected the device and cleared the alert. In the event a tamper does occur, the device will not terminate the signal, shut down, or “reset” itself in any way.
- Functioning reliably under normal atmospheric and environmental conditions, and will be shock resistant and water proof up to 30 feet.
- Allowing participant to engage in activities without posing safety hazards or undue restrictions and is FCC Specific Absorption Rate (SAR) compliant.
- Tracking indoors and outdoors. In GPS-impaired environment, device will track utilizing AFLT, which uses the cellular network triangulation to track participants.
- Permitting secondary tracking in 30 minute intervals.
- Displaying secondary and GPS tracking on a single, integrated map.
- Eliminating drift and ensuring participant’s points on the map are accurate.
- Providing internal, rechargeable, non-removable battery power, with a minimum battery life of 24 to 32 hours on a single charge
- Equipping GPS device with a wall charge cord for easy recharging.
- Providing fully recharging GPS device within 90 minutes.
- Providing a low power signal, visual indicator and vibrating alarm to indicate a device should be recharged. All notifications can be disabled remotely without the participant’s knowledge.

- Providing any replacement power sources for use with GPS device that fails under normal use.
- Providing multiple, multicolor indicators that can be disabled, and that communicate the following to participant
  1. Six (6) hours of battery life remaining
  2. Two (2) hours of battery life remaining
  3. Charging
  4. Tamper Mode
- Providing a vibrating and audible alarm for participant communication that can be changed remotely.
- Providing a remotely controlled (web based) system to perform at multiple status levels including but not limited to a) Passive, b) Active, c) Others, and will enable Case Worker to increase or decrease the status intensity without needing to change equipment, come in contact with the equipment or the participant, and without alerting the participant to such a change in supervision.
- Pinging the device at any time to receive a current location and status.
- Collecting a tracking point at least once every 30 seconds on Active GPS, and must report information via the cellular network, at least once every three (3) minutes and must report tampering and zone violations immediately.
- Collecting a tracking point at least once every minute on Passive GPS, and must report information via a cellular or landline telephone at least once every thirty (30) minutes. The passive settings can be modified.
- Automatically going into passive mode where cellular service is not feasible.
- Allowing for up to 10,080 points to be stored (7 days with 1 minute reporting) in the internal memory of the bracelet.
- Having one (1) piece body attached GPS devices incorporating a transceiver capable of two-way communication with an optional full feature home monitoring unit (HMU) capable of RF based presence/absence residential tracking within multi-dwelling buildings in/around San Francisco. A full feature HMU will have the following requirements:
  - Dimensions no larger than 3.75" x 7" x 7.75" and will weigh no more than four (4) pounds.
  - Will incorporate non-volatile memory capability of storing 2,500 events with date and time stamp.
  - Will operate from 110VAC commercial electricity and have internal rechargeable batteries backup capable of performing all functions in excess of 50 hours of continuous operation.
  - Will support landline and cellular communications.
  - Will incorporate a transceiver capable of two-way communication with the 1-piece body attached GPS device.
  - Will detect and report tampering and motion, as well as, disconnect/reconnect of electrical power and telephone line.

- Will detect if a participant relocates the device after it is initially placed and notifies the case manager.
- Will communicate with participants through the bracelet. All programming and monitoring performed by case manager and SFSD is accomplished through a web based program.
- Will enable Contractor and SFSD through a web based program to remotely and discretely perform the following:
  - Variable range testing
  - Variable range settings (low, medium, high)
  - Variable reporting interval in one (1) hour increments with a default of four (4) hours
  - Pairing with 1-piece body attached GPS device
  - Diagnostic Testing
- Optional - Automatically increasing tracking and reporting intervals on Active GPS at times when in zone breach violation mode and return to the primary Active intervals when leaving zone breach/violation mode.

**g. Mobile Breath Alcohol Testing capable of:**

- Collecting and reporting a color participant image at time of test for participant verification against a "Master Photo" via an embedded high resolution camera.
- Capable of being lightweight, handheld and mobile with the participant, and to test in all locations; dimensions no larger than approximately 5" x 2.8" x 1.4" weighing no more than 8.4 ounces.
- Utilizing an evidentiary-grade Deep Lung, Dart fuel cell sensor specific to alcohol to perform and measure the exact Breath Alcohol Content (BAC) from participant being tested.
- Confirming the BAC level to the central computer once testing has concluded
- Providing immediate test reporting of participant photo, BAC, and corresponding GPS coordinates via cellular communication. All communication costs are included within the proposed price.
- Continuing to test and store results, along with the date and time of such testing, while in a cellular disadvantaged areas; storing up to 99 tests, enough to test every 4 hours, 24/7 over a 16 day period.

- Continued attempts to report to the Monitoring Center until successful.
- Sending reminder emails or text messages continuously to the participant's phone when testing is required in a cellular disadvantaged area.
- Operating without body attached equipment, home equipment, or home phone line.
- Performing random, scheduled and on-demand testing. Changes can be made by staff remotely without participant interaction.
- Performing tracking of participant location at time of each test via built-in GPS or Cell Tower data, displayed with Google Maps.
- Recharging of re-chargeable Lithium-ion battery within 60 minutes will provide a 25% charge to perform all functions for a 24 to 30 hour period and a 3-hour recharging will provide a full 100% charge.
- Providing capability for Contractor and SFSD staff to communicate to participant via text or email, plus participant acknowledgement of request when test is taken and uploaded.
- Providing multiple methods of guidance and functionality to the participant during the testing process, including the following:
  - Audible prompts for time to test
  - Multiple instructional alpha-numeric display prompts to guide participant through testing.
  - Multi-colored LED indicators
  - Test button
  - Acknowledgement button
  - Front panel lights to ensure quality image
- Providing, at a minimum, the following:
  - Email alerts with numeric BAC reading
  - Device utilizes a cellular system for testing
  - Color facial participant image taken at the time of test
  - Web-based geo-map of participant location at the time of test

**h. Continuous Alcohol Monitoring (CAM) via Landline or Cellular capable of:**

- Measuring the ethanol concentration in a discrete sample of the ethanol vapor as insensitive perspiration or the unnoticed perspiration that occurs continuously and shall be obtained via body attached device without the need for active participation by the participant, and will be capable of distinguishing between environmental factors and actual consumption.
- Detecting and reporting tampering/removal and be tamper evident via temperature, infra-red, or other methods and tamper capabilities.
- Providing a range of reports and graphs, from a snapshot of a single event to a comprehensive view of an offender's behavior over time.

- Reporting data via landline through a base station that plugs into an analog telephone. There is no additional charge for communication costs.
- Reporting data via cellular through a plug into an electrical outlet, downloading data daily at scheduled time. There is no additional charge for cellular communication.
- Providing for testing to be automatically conducted at fixed intervals set by the Contractor or SFSD staff, as frequently as once every 30 minutes.
- Incorporating ankle worn unit batteries with a minimum 90 days life duration
- Replacing batteries and/or ankle unit small parts (screws, clips, rails, etc.)
- Providing HMUs capable of reporting data via landline phone line.
- Offering an optional companion cellular transceiver (for CAM participants without landline phone lines.)
- Providing CAM device integrating RF presence/absence residential tracking and web-based information system.
- Offering CAM device that can be Peer reviewed, able to withstand judicial scrutiny and meet the 33 Frye Daubert Rulings and Federal Rules of Evidence (FRE) 702 and 703 admissibility standards.
- Providing comprehensive court support, including manufacturer testimony when needed.
- Providing Apple iPads for field enforcement and compliance activities so as not to interfere with the ability of SFSD staff to actively engage participants during enforcement actions, at no cost to SFSD
- Providing tablet app for real time access to GPS monitoring system.
- Remaining current with industry standards and practices for tracking equipment purposes or applications.

## **Reporting**

Contractor shall submit written reports as requested by the San Francisco Sheriff's SFSD. Format for the content of such reports shall be determined by the SFSD. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

## **SFSD Liaison**

In performing the services provided for in this Agreement, Contractor's liaison with the San Francisco Sheriff's Department will be Capt. Kevin Paulson during normal operational hours as defined by SFSD and rotating supervisory staff on off-hours as defined by SFSD.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> OnePoint Business & Insurance Services 950 S. Bascom Ave., Suite 2118  San Jose CA 95128	<b>CONTACT NAME:</b> Jeff Tatro <b>PHONE (A/C, No, Ext):</b> (408) 280-2100 <b>E-MAIL ADDRESS:</b> jeff.tatro@onepointbusinessinsurance.com	<b>FAX (A/C, No):</b> (408) 280-2110
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Leaders in Community Alternatives, Inc 160 Franklin St. Suite 310  Oakland CA 94607	<b>INSURER A:</b> Lloyd's Synd 2987 (Brit Syndicates)	
	<b>INSURER B:</b> United Financial Casualty Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** Master GL/PKG 16-17      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <u>Primary Non Contributory</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CJ10017416	9/23/2016	9/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2396595-3	9/11/2016	9/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			CJ10017516	9/23/2016	9/23/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			CJ10017416	9/23/16	9/23/17	Per Occurrence \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate of Insurance naming City and Country of San Francisco, its Officers, Agents, and Employees as an Additional Insured as required by written contract with respect to work performed by insured.

Project: All California Operations

\*30 Day Notice of Cancellation for Non-Payment of Premium

<b>CERTIFICATE HOLDER</b> henry.gong@sfgov.org  San Francisco Sheriff's Dept City Hall 1 Dr. Carlton B. Goodlett Pl Room 456 San Francisco, CA 94102	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Jeff Tatro/TMB
---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Ins Associates P.O. Box 1266  San Carlos CA 94070	<b>CONTACT NAME:</b> Jeff Senigaglia	
	<b>PHONE (A/C, No, Ext):</b> 408.280.2100	<b>FAX (A/C, No):</b> 408.280.2110
<b>E-MAIL ADDRESS:</b> jeff.senigaglia@onepointbusinessinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> State Compensation Insurance Fund		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** Master WC 16-17                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	902531915	9/23/2016	9/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate of Insurance for the City and County of San Francisco, its officers, agents, and employees as required by written contract with respect to work performed by insured.

Project: All California Operations

\*30 Day Notice of Cancellation for Non-Payment of Premium

<b>CERTIFICATE HOLDER</b> henry.gong@sfgov.org  San Francisco Sheriff's Dept City Hall 1 Dr. Carlton B. Goodlett Pl Room 456 San Francisco, CA 94102	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Jeff Senigaglia/TA
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Issued To: Leaders in Community Alternatives, Inc.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**CRIMINAL JUSTICE SYSTEM OPERATIONS LIABILITY POLICY**

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or "damages" arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US AUTOMATIC STATUS  
WHEN  
REQUIRED IN AGREEMENT WITH YOU**

This Endorsement modifies Insurance provided under the following:

**CRIMINAL JUSTICE SYSTEM OPERATIONS LIABILITY POLICY**

- A. The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization for whom you are performing operations when you and such person or organization have agreed to such waiver of recovery in writing in a contract or agreement:

- (1) because of "bodily injury", "property damage" or "personal and advertising injury" solely arising out of your "ongoing operations" or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard"; or
- (2) because of "wrongful act(s)" solely arising out of your "professional services" done under a contract with that person or organization.

This waiver applies only if such is required by contract or agreement and ends upon the termination of such contract.

- B. For purposes of this Endorsement, SECTION V – DEFINITIONS is amended by adding the following defined terms:

"Inmates" includes a prisoner, detainee or any person in the full-time or part-time care, custody or control of any insured.

"Ongoing operations" means the business described in Item 1. BUSINESS DESCRIPTION of the Common Policy Declarations.

"Professional services" means those services that you provide in the conduct of your business to provide:

- a. Security and supervision of a facility and "inmates";
  - b. Services such as meals, educational service and supervised activities for "inmates";
- or as required under contract for the facility(ies).

"Wrongful act(s)" means any actual or alleged:

- a. Breach of duty,
- b. Neglect, error, misstatement, misleading statement, omission or act, or
- c. Violation of civil rights

committed, individually or collectively, by an insured within the course and scope of their duties for you in the rendering or failure to render the "professional services" shown in the Declarations.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

Policy #:CJ10017416

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Issued To: Leaders in Community Alternatives, Inc.

## LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:  
CRIMINAL JUSTICE SYSTEM OPERATIONS LIABILITY POLICY

This applies to specific following Coverages if indicated (X) below:

<u>Coverage</u>	
Coverage A	Bodily Injury, Property Damage <input checked="" type="checkbox"/>
Coverage B	Personal and Advertising Injury <input checked="" type="checkbox"/>
Coverage C	Medical Payments <input checked="" type="checkbox"/>
Coverage D	Professional Liability <input checked="" type="checkbox"/>
Coverage E	Employment Related Practices Liability <input type="checkbox"/>
Coverage F	Employee Benefits Liability <input type="checkbox"/>
Coverage G	Healthcare Providers Liability <input type="checkbox"/>

SCHEDULE OF PREMISES AND/OR PROJECT(S)
Per Form CJSL (01/09)
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "claims" for "damages" arising out of or resulting from:

1. The ownership, maintenance or use of the premises shown in the Schedule; and/or
2. The project shown in the Schedule.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

Policy #:CJ10017416

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Issued To: Leaders in Community Alternatives, Inc.

## **SEXUAL MISCONDUCT LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**CRIMINAL JUSTICE SYSTEM OPERATIONS LIABILITY POLICY - COVERAGE D - PROFESSIONAL LIABILITY COVERAGE**

**COVERAGE D – PROFESSIONAL LIABILITY COVERAGE** endorsement is amended as follows:

- A. **SECTION I – COVERAGES, 2. Exclusions**, the exclusion **Sexual Misconduct** is deleted.
- B. In the **DEFINITIONS** Section, the definition **"Wrongful Act(s)"** is amended and the following added:  
"Wrongful act(s)" shall include "sexual misconduct".

Limits of Insurance applicable to the coverage provided by this endorsement shall be the sublimit shown in the Declarations for Sexual Misconduct under **COVERAGE D – PROFESSIONAL LIABILITY COVERAGE**, and subject to all terms and conditions of the policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**PROGRESSIVE**

**Additional Insured Endorsement**

**Name of Person or Organization**

SAN FRANCISCO SHERIFF'S DEPARTMENT  
CITY HALL 1 DR. CARLTON B  
GOODLETT PL ROOM 456  
SAN FRANCISCO CA 94102

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

**Limit of Liability**

Bodily Injury	each person/	each accident
Property Damage	each accident	
Combined Liability 1,000,000.00	each accident	

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 2396595-3

Issued to (Name of Insured): LEADERS INCOMMUNITY

Effective date of endorsement: 02/09/2017

Policy expiration date: 09/14/2017

Form 1198 (01/04)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us. This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1.      Specific Waiver Name of person or organization San Francisco Sheriff's Department, it officers, Agents, and employees  
  
       Blanket Waiver  
          Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2.     Operations:
3.     Premium  
      The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4.     Minimum premium
5.     Advance Premium

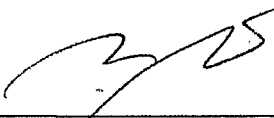
All other terms and condition of the policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective February 10, 2017, this endorsement forms part of Policy No.  
902531915

Of

Issued to: Leaders in Community Alternatives, Inc.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



OFFICE OF THE SHERIFF  
CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE  
ROOM 456, CITY HALL  
SAN FRANCISCO, CALIFORNIA 94102



VICKI L. HENNESSY  
SHERIFF

March 9, 2017

Reference: CFO 2017-003

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Re: First Amendment to the existing contract with Leaders in Community Alternatives (LCA) and Annual Review of LCA's Electronic Monitoring Regulations and Financial Liability

Dear Ms. Calvillo,

Attached please find a proposed resolution for review and approval by the Board of Supervisors.

The resolution authorizes the Sheriff's Department to enter into a First Amendment to the existing contract between the City and County of San Francisco and Leaders in Community Alternatives (LCA) to exercise the option to extend the term to April 30, 2018.

California Penal Code Sections 1203.016 and 1203.018 authorize the Sheriff to administer a home detention program with electronic monitoring with the requirement that the Board of Supervisors annually review and approve the rules and regulations of the program and to review program administrator's certificate of current liability insurance as evidence of financial responsibility.

The rules and regulations of the electronic monitoring program, per Appendix A, is unchanged from the documents on file with the Clerk of the Board of Supervisors in File No. 140308.


RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
MARCH 13 AM 10:39  
BY

I have enclosed the following supporting documents:

- Proposed Resolution (1 hard copy and 1 electronic copy)
- First Amendment with LCA
- Appendix A, Rules and Regulations (1 hard copy and 1 electronic copy)
- Certificate of Insurance (1 hard copy and 1 electronic copy)

Please contact Henry Gong at (415) 554-7241 if you require more information.

Sincerely,



---

Crispin Hollings  
Chief Financial Officer



**Gong, Henry (SHF)**

---

**From:** Gong, Henry (SHF)  
**Sent:** Monday, March 13, 2017 8:25 AM  
**To:** BOS Legislation, (BOS)  
**Cc:** Gorwood, Kathy; Hollings, Crispin (SHF); Gunn, Dwight (SHF)  
**Subject:** Proposed Resolution to amend contract with LCA and for the annual review of the Electronic Monitoring Program  
**Attachments:** Cover Letter to the BOS.PDF; LCA Legislation Checklist.pdf; LCA Resolution - Redline.pdf; Resoluton for 1 Yr Ext and Annual Review EM Rules and Regulations 03-13-....docx; First Amendment - LCA Contract - SIGNED.PDF; Appendix A - LCA Electronic Monitoring Rules and Regulations.pdf; LCA - Certificate of Insurance - exp Sep 2017.pdf

CITY & COUNTY OF SAN FRANCISCO  
SHERIFF'S DEPARTMENT

BOARD OF SUPERVISOR LEGISLATION

To: BOS Legislation  
Date: March 13, 2017

RE: Attached is proposed Resolution to amend the existing contract with Leaders in Community Alternatives (LCA) and approving the Sheriff Department's home detention and electronic monitoring program rules and regulations and approving evidence of financial responsibility demonstrated by program administrator, Leaders in Community Alternatives.

Attachments:

1. Resolution to approve the Sheriff Department's home detention and electronic monitoring program rules and regulations and evidence of financial responsibility demonstrated by Leaders in Community Alternatives.
2. First Amendment with LCA
3. Appendix A - LCA Electronic Monitoring Rules and Regulations.
4. Certificate of Insurance.

Contacts:

Kathy Gorwood, Deputy Chief  
SFSD 415.554.7223  
Crispin Hollings, Chief Financial Officer  
SFSD 415.554.4316  
Henry Gong, Administrative  
Analyst 415.554.7241

\*\*\*\*\*

Henry Gong  
SFSD Finance  
1 Dr. Carlton B. Goodlett Place  
Room 456, City Hall  
San Francisco, CA 94102

**FORM SFEC-126:  
NOTIFICATION OF CONTRACT APPROVAL  
(S.F. Campaign and Governmental Conduct Code § 1.126)**

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>Leaders in Community Alternatives, Inc.</b>	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. (1) <i>Ordan Trabelsi, Sole Board Member</i> (2) <i>Linda Connelly, Treasurer, President &amp; CEO; Kent Borowick, COO &amp; CFO</i> (3) <i>None</i> (4) <i>None</i> (5) <i>None</i>	
Contractor address: Leaders in Community Alternatives, Inc. 160 Franklin Street, Suite 310 Oakland, CA 94607	
Date that contract was approved: April 22, 2014	Amount of contract: \$2,000,000
Describe the nature of the contract that was approved: The contract is for electronic monitoring services and case management program.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed