

**Superior Court of California
County of San Francisco**

Interagency Memorandum of Understanding

This Interagency Memorandum of Understanding (MOU) is between the Superior Court of California, County of San Francisco (Court) and the City and County of San Francisco, Office of the District Attorney (SFDA). Both parties (the 'Parties') agree upon execution of this MOU, SFDA shall work with the Court to carry out the activities and services described herein. SFDA will communicate to the Court any problems and issues arising with regard to the provision of services described herein; and the Court will communicate to SFDA any problems and issues arising with regard to the receipt of services described herein.

1) Scope of Work

This MOU provides for support of the Byrne State Crisis Intervention Program (SCIP) funded by the Judicial Council of California. SFDA will hire one part-time master-level clinician to work alongside the Mental Health Diversion (MHD) clinical team in ensuring that proposed treatment plans take public safety into account. SFDA will also provide aggregate data to the Court on requests for orders from the court, per PC 1001.36(m), regarding prohibitions on owning or possessing a firearm. Specific duties for each Party are outlined in **Exhibit A**.

2) Term

This MOU is effective **September 1, 2024** through **August 31, 2026**.

3) Compensation for Services

In consideration for the Services provided to the Court by SFDA, and subject to the Judicial Council's Intrabranh Agreement with the Court, Court agrees to compensate SFDA for actual costs incurred according to the budget and description of services as set forth in **Exhibit B**.

4) Court's Obligation Subject to Availability of Funds

- A. The Court's obligation under this Agreement is subject to the availability of authorized funds. The Court may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Court, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Agreement, any individual Work Order or in any Amendment hereto, the Court may, upon written Notice to SFDA, terminate this Agreement or any individual Work Order in whole or in part. Such termination shall be in addition to the Court's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature or by the Judicial Council. If the Agreement is terminated for non-appropriation: i). The Court shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and ii). SFDA shall be released from any obligation to provide further services pursuant to the Agreement to the extent such services are affected by the termination.
- C. Funding for this Agreement in whole or in part through any individual Project beyond the current appropriation year is conditional upon appropriation by the Legislature or the Judicial Council of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement or the affected parts shall terminate by these terms without any further action of the parties at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5) Parties' Representatives

All official notices or communications required to be sent to a Party relating to this MOU shall be sent in writing to the representative of the Party. Routine exchange of information between Parties shall be made in writing between the representatives listed below. Email is an acceptable form of written communication so long as the other Party responds to receipt of the email.

Brandon E. Riley
Court Executive Officer
Superior Court of California,
County of San Francisco
400 McAllister St., Room 205
San Francisco, CA 94102
briley@sftc.org; layala@sftc.org



Eugene Clendinen
Chief, Administration & Finance
Office of the District Attorney
City and County of San Francisco
350 Rhode Island St, Suite 400N
San Francisco, CA 94103
eugene.clendinen@sfgov.org

6) Signatures

The Superior Court of California, County of San Francisco and the City and County of San Francisco Office of the District Attorney accept this MOU and shall administer it in good faith and in accordance with the terms and conditions referenced herein. SFDA and Court certify that the individual(s) signing below on behalf of the Party has authority to execute this MOU on behalf of the Party and may legally bind the Party to the terms and conditions of this MOU, and any attachments hereto.


05/13/2025
 Verified by signNow
05/13/2025 13:12:34 UTC
5b2d6af86d6f64689a9dc
Brandon E. Riley
Court Executive Officer
Superior Court of California,
County of San Francisco

05/13/2025
Date


05/12/2025
 Verified by signNow
05/13/2025 03:50:10 UTC
aac15126b0aa4da681f4
Eugene Clendinen
Chief, Administration & Finance
Office of the District Attorney
City and County of San Francisco

05/12/2025
Date

EXHIBIT A--DUTIES AND RESPONSIBILITIES

1. Office of the District Attorney, San Francisco (SFDA)

- A. Assign a master's level clinician to inform decision making regarding MHD eligibility determinations and treatment plans for MHD participants. The clinician will do the following:
 - i. For individuals referred to MHD, the clinician will review and evaluate existing behavioral health, criminal case file, and criminal history information and share feedback with the assigned prosecutorial attorney regarding suitability for MHD
 - ii. For individuals accepted into MHD, the clinician will review and evaluate existing behavioral health, treatment plan, criminal case file, and criminal history information, and share feedback with the assigned prosecutorial attorney on whether the proposed treatment plan encompasses best practices, appropriate level of care for the diagnosis, and public safety concerns.
 - iii. As requested, collaborate with the MHD partners and treatment providers to review MHD treatment plans and offer recommendations grounded in evidence-based practices, with an objective of ensuring that plans effectively promote public safety and support recovery.
- B. Collect and report the following data elements to the Court on a quarterly basis, per the data reporting timeline below:
 - i. The number of people for whom the clinician reviews existing information pre-MHD (i.e., those referred to MHD)
 - ii. The number of people for whom the clinician reviews existing information post-MHD (i.e., those accepted into MHD)
 - iii. For those referred to MHD, SFDA will report the number of people for whom the prosecution requests an order from the court, per PC 1001.36(m), to prohibit a defendant from owning or possessing a firearm because the defendant is a danger to themselves or others. PC 1001.36(m) allows the prosecution to request an order from the court that the defendant be prohibited from owning or possessing a firearm until diversion is successfully completed.
- C. Timeline

Subcontractor Period of Performance	Subcontractor Reporting Due Date
March 1, 2025-May 31, 2025	June 24, 2025
June 1, 2025-August 31, 2025	September 24, 2025
September 1, 2025-November 30, 2025	December 24, 2025
December 1, 2025-February 28, 2026	March 25, 2026
March 1, 2026-May 31, 2026	June 24, 2026
June 1, 2026-August 31, 2026	September 24, 2026

2. Superior Court of California, County of San Francisco (Court)

- A. Liaison with SFDA to ensure that necessary staff are aware of and, when appropriate, invited to relevant Mental Health Diversion (MHD) meetings.
- B. Share relevant MHD policies with SFDA.
- C. Complete all administrative responsibilities set forth in the fully executed Intrabranh Agreement with the Judicial Council of California for the Byrne/SCIP grant funds.

END OF EXHIBIT A

EXHIBIT B--BUDGET

- 1) The maximum the Court may pay for services per Budget Table B-1.

Table B-1

				Year 1	Year 2	TOTAL
Services Provided	FTE	Cost	%	9/1/24-8/31/25	9/1/25-8/31/26	MAXIMUM
Master-level Clinician Salary & Benefits	0.4	\$113,000.00	46%	\$65,992.00		\$ 65,992.00
Master-level Clinician Salary & Benefits	0.5	\$113,000.00	46%		\$82,490.00	\$ 82,490.00
Supplies: Laptops, office equipment, etc.		\$ 1,678.00		\$ 1,678.00	\$ 1,677.00	\$ 3,355.00
Indirect Cost			10%	\$ 6,767.00	\$ 8,417.00	\$ 15,184.00
Total Maximum				\$74,437.00	\$92,584.00	\$167,021.00

2) **Payment Provisions**

- A. Subject to the terms of this Agreement, SFDA shall invoice the Court, and the Court shall compensate SFDA, as set forth in this Appendix B. The amounts specified in this Exhibit shall be the total and complete compensation to be paid to SFDA for its performance under this Agreement. SFDA shall bear, and the Court shall have no obligation to pay or reimburse SFDA for any and all other fees, costs, profits, taxes or expenses of any nature which SFDA incurs.
- B. SFDA will only invoice for Goods that the Court has accepted.
- C. SFDA will only invoice for Services or Deliverables that the Court has accepted.
 - i. When making payment tied to the acceptance of Deliverables, JBE has the right to withhold fifteen percent (15%) of each payment until the Court accepts the final deliverable.
 - ii. The JBE will not make any advance payment for Services.
- D. No expenses related to the Goods, Services, and or Deliverables shall be reimbursed by the Court except those outlined in the Appendix B, Budget.
 - i. If travel expenses are allowed, all travel is subject to written preauthorization and approval by the Court, and all travel expenses are limited to the maximum amounts set forth in the Court's travel expense policy.
 - ii. SFDA shall not invoice the Court, and the Court has no obligation to reimburse SFDA, for expenses that exceed the amount outlined in the budget, or the maximum amount indicated in the Court travel expense policy.
- E. Payment does not imply acceptance of SFDA's invoice, Goods, Services or Deliverables. SFDA shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from SFDA to the Court against any amount payable by the Court to SFDA under this Agreement.

3) **Invoicing**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice, the Court agrees to compensate the SFDA in accordance with the amount specified and made a part of this Agreement.

- B. SFDA shall submit itemized line-item invoices, which reflect actual costs to include type of service (or deliverable or project name), unit price, and total as referenced in the Appendix B, Budget and must include with all invoices:
- i. Timesheet for all staff-paid or volunteers, permanent or temporary; and, if applicable
 - ii. Copies of paid receipts for all reimbursement requests. C. SFDA shall invoice no more frequently than once per month.
- C. Government Code 927 et seq., requires the Court to issue payment on undisputed invoices within 45 days of receipt of an invoice. For services rendered to the satisfaction of the Court Contract Manager, Court agrees to pay to the SFDA for actual costs based on the Appendix B, Budget and presentation of an itemized invoice as described below to be submitted no later than fifteen days (15) following the end of the preceding month. Invoices shall include:
- i. The contract number;
 - ii. A unique invoice number;
 - iii. PO Number issued by the Court;
 - iv. Grant name and WBS # (Bryne/SCIP G-381088-1-24)
 - v. The contractor's name and address;
 - vi. Taxpayer identification number; and
 - vii. Preferred remittance address, if different than mailing address.
- D. The SFDA shall submit each invoice for review and approval only via email to Accounts Payable as well as to the Project Manager. Invoices sent any other way may not be processed.

Sarah Bradach, MHD Coordinator
Sbradach@sftc.org; mkushnir@sftc.org; ap@sftc.org
415-551-3983

END OF EXHIBIT B

END OF MOU