

File No. 240153

Committee Item No. 14

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 1, 2024

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 checked="" 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)

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|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Agreement 4/1/2022</u>          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amendment No. 1 8/1/2021</u>             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Request for Qualifications 11/3/2020</u> |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                       |
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Completed by: Brent Jalipa Date April 25, 2024

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Grant Amendment - Westside Community Mental Health Center - Minna Program - Not to  
2 Exceed \$18,336,834]

3 **Resolution approving a second amendment to Contract No. 1000025153 for the Minna**  
4 **Program between Westside Community Mental Health Center and the City and County**  
5 **of San Francisco, acting by and through its Adult Probation Department, to increase**  
6 **the grant amount by \$10,776,676 for a total not to exceed amount of \$18,336,834; and to**  
7 **extend the performance period for two years and 10 months from July 1, 2024, for a**  
8 **performance period of May 1, 2022, through April 30, 2027, with Board of Supervisors'**  
9 **approval under Charter, Section 9.118.**

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11 WHEREAS, The Westside Community Mental Health Center – Minna Program provides  
12 transitional housing and supportive services to justice-involved individuals, ages 18 and older,  
13 who are residents of San Francisco; and

14 WHEREAS, The Minna Program serves over 60 participants at any time, with each  
15 participant having the ability to remain in the program for up to 24 months; and

16 WHEREAS, The Program fulfills Housing and Supportive Services included in the Adult  
17 Probation Department’s competitive solicitation issued on November 9, 2020; and

18 WHEREAS, The Adult Probation Department entered into a grant agreement with  
19 Westside Community Mental Health Center effective May 1, 2022, through June 30, 2023,  
20 with a not to exceed amount of \$3,688,310; and

21 WHEREAS, The Adult Probation Department amended the original grant agreement on  
22 July 1, 2023, to increase the grant not to exceed amount to \$7,208,172 with an additional  
23 contingency amount not to exceed \$351,986; and to extend the grant term to June 30, 2024;  
24 and

25

1           WHEREAS, The City and County of San Francisco wishes to enter into a second  
2 amendment with Westside Community Mental Health Center to increase the grant amount by  
3 \$10,776,676 for a revised not to exceed amount of \$18,336,834 and to extend the grant term  
4 to April 30, 2027; now, therefore, be it

5           RESOLVED, Under Charter, Section 9.118, that the Board of Supervisors hereby  
6 authorizes the City to enter into the second amendment to the grant agreement between the  
7 City and County of San Francisco and Westside Mental Health Community Center, increasing  
8 the grant amount by \$10,776,676 for a total not to exceed amount of \$18,336,834, and to  
9 extend the performance period to April 30, 2027; and, be it

10          FURTHER RESOLVED, That within thirty (30) days of the modification being fully  
11 executed by all parties, the Adult Probation Department shall provide the final grant  
12 agreement to the Clerk of the Board for inclusion into the official file.

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Recommended:

/s/ \_\_\_\_\_

CRISTEL TULLOCK  
Department Head

|   |  |
|---|--|
| <p><b>Item 14</b><br/><b>File 24-0153</b></p>   | <p><b>Department:</b><br/>Adult Probation Department (APD)</p> |
| <p><b>EXECUTIVE SUMMARY</b></p>   |  |
| <p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would approve the second amendment of the grant agreement between APD and Westside for the Minna Project, which provides transitional housing to justice-involved adults in San Francisco, extending the term from June 2024 through April 2027, and increasing the not-to-exceed amount by \$11,128,662, for a total not to exceed \$18,336,834.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• Westside manages the Minna Project, which is a 72-bed supportive housing site with wraparound services at 509 Minna Street in San Francisco, where participants can stay for up to two years. The target population is justice-involved individuals, who are individuals either on parole or who have a criminal history, and who are homeless with a dual diagnosis (have a history of substance use and mental health challenges).</li> <li>• The goal of the Minna Project is to house participants while providing wraparound case management support and exit participants into stable permanent housing.</li> <li>• The program met or exceeded its occupancy and permanent housing exit targets in CY 2023. However, APD did not assess whether clients recidivated nor did APD assess the condition of the property, the lease for which is funded by the proposed agreement.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The budget for the proposed contract extension from June 2024 to April 2027 is \$11,090,180, to be funded by Proposition C funds.</li> <li>• The budget for the existing contract is \$7.2 million, but only \$4.8 million has been spent to date. According to APD staff, underspending is due to delays in program ramp up, which included staff hiring delays and no master lease costs for the first few months.</li> </ul> <p style="text-align: center;"><b>Recommendations</b></p> <ul style="list-style-type: none"> <li>• The Budget &amp; Legislative Analyst recommends the Board of Supervisors request APD conduct comprehensive performance monitoring and regular site visits, starting in 2024.</li> <li>• Approve the proposed resolution.</li> </ul> |  |

**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) modification to any such contracts of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

In November 2020, the Adult Probation Department (APD) issued a Request for Qualifications (RFQ) for housing and supportive services for justice-involved adults in San Francisco. APD received eight responses and an evaluation panel reviewed and scored them based on project concept (90 points) and budget (10 points), as shown in Exhibit 1 below.<sup>1</sup>

**Exhibit 1: Qualified Proposals and Scores from 2020 RFQ (Housing and Supportive Services)**

| Proposer                                | Average Score (Out of 100 Possible Points) | Pre-Qualified (Minimum 70 Points) (Y/N) |
|---|--|---|
| Amity Foundation                        | 77.50                                      | Y                                       |
| Bayview Senior Services                 | 72.50                                      | Y                                       |
| Center on Juvenile and Criminal Justice | 87.67                                      | Y                                       |
| Five Keys Schools & Programs            | 87.77                                      | Y                                       |
| Phatt Chance Community Services         | 90.67                                      | Y                                       |
| Recovery Survival Network               | 80.00                                      | Y                                       |
| Tenderloin Housing Clinic               | 93.67                                      | Y                                       |
| Westside Community Services             | 81.33                                      | Y                                       |

Source: APD

Westside Community Services (also known as Westside Community Mental Health Center, or Westside) was selected under this RFQ and awarded a contract. Westside’s contract was for a transitional supportive housing program now known as the Minna Project. In May 2022, APD executed a contract with Westside for a term of 14 months, from May 1, 2022 to June 30, 2023 with a not to exceed amount of \$3,688,310 and an option to extend the agreement to January 2027. The agreement included an advance payment of up to \$922,078 to provide seed funding for the new program and to be repaid over six months. According to APD staff, the actual amount advanced totaled \$610,730 and has been repaid.

In July 2023, APD executed the first amendment to the contract, extending the term by one year through June 30, 2024, and increasing the not to exceed amount by \$3,519,862, for a total not

<sup>1</sup> The evaluation panel for the RFQ consisted of a Behavioral Health Case Manager at UCSF, a Deputy Director for Programs at HSH, and an independent consultant with lived substance use disorder experience.

to exceed \$7,208,172. The first amendment also updated the grant agreement to state the grantee is in good standing with the California Attorney General's Registry of Charitable Trusts.

### DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment of the grant agreement between APD and Westside for the Minna Project, which provides supportive housing to justice-involved adults in San Francisco, extending the grant from June 2024 to April 30, 2027, and increasing the not-to-exceed amount by \$11,128,662, from \$7,208,172 to \$18,336,834.

#### **Services Provided**

Under the contract, Westside operates the Minna Project, a supportive housing site with wraparound services at 509 Minna Street, San Francisco, CA 94103, a building for which Westside holds a master lease with the property owner. The Minna Project provides clinical case management and housing to justice-involved adults who are homeless with serious mental health illness and co-occurring substance use disorder. The program has a 72-bed capacity, and a participant can stay for up to 24 months.

The goal of the Minna Project is to help participants transition into stable housing. The Minna Project offers services including support groups, community service opportunities, and outpatient mental health and substance use disorder treatment. Westside is responsible for maintaining the building and grounds at 509 Minna Street to ensure all living spaces comply with health, safety, and fire codes, as well as conducting plumbing, electrical, and other repairs.

#### **Fiscal and Performance Monitoring**

ADP does not complete a formal performance monitoring report for this grant. However, the agreement requires Westside provide semi-annual reports, which we reviewed to assess the performance of the program. The reports contain evidence of APD's assessment of Westside's performance.

#### *Program Performance*

Although the program launched and accepted its first client in May 2022, the building was not fully occupied until October 2022. Westside reports show that from January through December 2023, the Minna Project met or nearly met four out of five objectives required by the grant agreement.

Exhibit 2 details the Minna Project objectives (goals and actuals).

**Exhibit 2: Program Metric Goals and Actuals (Jan – Dec 2023)**

| <b>Program Objective</b>  | <b>Metric Goal</b>         | <b>Reported Metric (Jan - June 2023)</b> | <b>Reported Metric (July - Dec 2023)</b> |
|---|----------------------------|--|--|
| Maintain an 85% occupancy rate (61 out of 72 beds)                      | 85%                        | 86%                                      | 83%                                      |
| Reduce homelessness by 22,338 days annually                             | 11,169 days (per 6 months) | 11,226 days                              | 10,950 days                              |
| 65% of participants exiting the program complete it successfully        | 65%                        | 68%                                      | 58%                                      |
| 40% of the participants exit the program to permanent or stable housing | 40%                        | 83%                                      | 87%                                      |
| Produce annual program recidivism report in partnership with APD        | Yes                        | No                                       | No                                       |

Source: Westside semi-annual reports to APD

From January to June 2023, the program met four of five of its objectives. From July through December 2023, The Minna Program met one of five of its objectives but was close in three others: occupancy rate, days of homelessness reduced, and successful program completion rate. According to program staff, the reason for lower performance in July through December 2023 is because the Minna Program Director left in Fall 2023 and intake was slowed for two months until a replacement Director was hired along with more case managers. Additionally, APD staff note that the participants who exited the program without successfully completing the program (42 percent) were transferred to a different level of service, which were mostly to detox, a residential drug treatment program, or Psychiatric Emergency Services (PES).

Although required by the agreement, Westside did not produce an annual program recidivism report with APD. According to APD staff, this was due to APD’s limited staff capacity to pull the necessary criminal justice data to link to Westside clients.

Finally, APD reports that its probation officers visit clients at the Minna site. However, the Department has not conducted any site visits to evaluate the condition of the property. According to APD Deputy Director Taras Madison, staff visited the site during development of the program. Due to staff limitations, future site visits did not take place and site visits will resume in 2024.

In summary, the program met or exceeded its occupancy and permanent housing exit targets in CY 2023. However, APD has not assessed whether clients recidivated nor assessed the condition of the property. The Budget & Legislative Analyst recommends APD conduct comprehensive performance monitoring and regular site visits, starting in 2024.

*Financial Condition*

According to a July 2023 fiscal and compliance monitoring report by the Department of Public Health, for eight years from FY 2012-13 through FY 2019-20 Westside operated at a deficit and the Department of Public Health’s (DPH) external auditors noted a “going concern” in their audited financial statements. The Controller’s Office issued an “Elevated Concern” and developed a Technical Assistance workplan. In FY 2020-21 and FY 2021-22, Westside operated

with a surplus. Westside received financial coaching in FY 2022-23 at no cost through the Controller's office. The Department of Public Health reviewed Westside for core financial health indicators and reported in their FY 2022-23 Annual Report of their Citywide Nonprofit Monitoring and Capacity Building Program that Westside had no findings, although it provided two recommendations: 1) that Westside hold 60 days of operating cash on hand (currently it holds 33 days of operating cash); and 2) that Westside aim to achieve positive change in cash over two consecutive years (its most recent change in cash was negative).

### FISCAL IMPACT

The proposed second amendment would extend the grant term from June 2024 to April 30, 2027, and increase the not-to-exceed amount of the contract between APD and Westside by \$11,128,662, for a total not to exceed \$18,336,834. The estimated annual uses of funds for the proposed extension (July 2024 to April 2027) are shown in Exhibit 3 below. The contract includes 10 percent in contingency funding each year.

The cost breakdown is shown in Exhibit 3 below.

#### Exhibit 3: Five-Year Expenditure Plan

| Expenditures                 | May -<br>June 2022 | FY 2022-23         | FY 2023-24         | FY 2024-25         | FY 2025-26         | July 2026 -<br>April 2027 <sup>2</sup> | Total               |
|------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--|---------------------|
| Salaries & Benefits          | \$207,968          | \$1,253,568        | \$1,518,097        | \$1,518,097        | \$1,518,097        | \$1,265,081                            | \$7,280,908         |
| Operating Expense            | \$104,386          | \$620,553          | \$569,119          | \$569,119          | \$569,119          | \$474,266                              | \$2,906,562         |
| <b>Subtotal</b>              | <b>\$312,354</b>   | <b>\$1,874,121</b> | <b>\$2,087,216</b> | <b>\$2,087,216</b> | <b>\$2,087,216</b> | <b>\$1,739,347</b>                     | <b>\$10,187,470</b> |
| Indirect %                   | 16%                | 16%                | 16%                | 16%                | 16%                | 16%                                    | 16%                 |
| Indirect Cost                | \$49,977           | \$299,859          | \$333,955          | \$333,955          | \$333,955          | \$278,296                              | \$1,629,995         |
| Master Lease Rent            | \$72,000           | \$1,080,000        | \$1,137,176        | \$1,137,176        | \$1,137,176        | \$947,646                              | \$5,511,174         |
| <b>Budgeted Expenditures</b> | <b>\$434,331</b>   | <b>\$3,253,980</b> | <b>\$3,558,347</b> | <b>\$3,558,347</b> | <b>\$3,558,347</b> | <b>\$2,965,289</b>                     | <b>\$17,328,639</b> |
| Contingency (10%)            |                    |                    |                    | \$355,835          | \$355,835          | \$296,529                              |                     |
| <b>Total Not-To-Exceed</b>   |                    |                    |                    |                    |                    |  | <b>\$18,336,837</b> |

Source: Appendix B-2 of the proposed Second Amendment to the Grant Agreement.

Note: The above table total is \$3 more than Appendix B-2 of the proposed Second Amendment to the Grant

<sup>2</sup> According to APD Deputy Director Madison, the contract ends just after the fiscal year end because April 2027 is five years from the beginning of the Minna Project. The RFQ provided for a grant term of five years.

Agreement, likely due to rounding error.

As shown above, the proposed amendment would add roughly \$11.1 million to the existing contract for the next almost three years, for a total not to exceed amount of \$18,336,834.

### **Underspending**

The budget for the existing grant totals \$7.2 million. However, actual spending to date totals \$4.8 million. According to APD staff, underspending on the agreement to date is due to delays in program start up, which included delays in hiring staff and no master lease costs for the first few months.

### **Funding Source**

This contract is funded with DPH Proposition C funds.

## **RECOMMENDATIONS**

1. The Budget & Legislative Analyst recommends the Board of Supervisors request APD conduct comprehensive performance monitoring and regular site visits, starting in 2024.
2. Approve the proposed resolution.

**CITY AND COUNTY OF SAN FRANCISCO**  
**<<INSERT NAME OF DEPARTMENT>>**

**SECOND AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**WESTSIDE COMMUNITY MENTAL HEALTH CENTER**  
**AGREEMENT ID 100025153**

**SECOND AMENDMENT**

**This AMENDMENT of the, August 1, 2021 Grant Agreement (the "Agreement") is dated as of July 1, 2024 and is made in the City and County of San Francisco, State of California, by and between WESTSIDE COMMUNITY MENTAL HEALTH CENTER ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through ADULT PROBATION DEPARTMENT ("Department").**

RECITALS

**WHEREAS, WHEREAS**, the Agreement was competitively procured as required through RFQ#APD2020-02, issued on November 3, 2020 and reissued on November 9, 2020 and this modification is consistent therewith; and

WHEREAS, the City's [name of Commission or Board of Supervisors] approved this Agreement by [INSERT RESOLUTION NUMBER] on [INSERT DATE OF COMMISSION OR BOARD ACTION];

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, The Grant Agreement is being amended to extend the term, increase the not to exceed amount, update Article 16, and update Appendix B-1 to B-2; and

**WHEREAS**, City and Grantee desire to execute this amendment to update the prior Agreement;

**NOW, THEREFORE**, City and Grantee agree to amend said Grant Agreement as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
- 2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
  - (a) 16.21 Compliance with Other Laws.**

*Section is hereby amended in its entirety to read as follows (changes in **bold**):*

16.21 Compliance with Other Laws.

(a) 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.

**(b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.**

**(b) Section 3.2 ("Duration of Term")**

Section 3.2 ("Duration of Term") of the Grant Agreement currently reads as follows:

**3.2 Duration of Term.** The term of this Agreement shall commence on MAY 1, 2022 and expire on JUNE 30, 2024, unless earlier terminated as otherwise provided herein.

*Such section is hereby amended to read as follows (changes in **bold**):*

**3.2 Duration of Term.** The term of this Agreement shall commence on MAY 1, 2022 and expire on APRIL 30, 2027, unless earlier terminated as otherwise provided herein.

**(c) Section 5.1.** Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed SEVEN MILLION TWO HUNDRED EIGHT THOUSAND ONE HUNDRED AND SEVENTY-TWO Dollars (**\$7,208,172**).

THREE HUNDRED FIFTY ONE THOUSAND NINE HUNDRED AND EIGHTY-SIX Dollars (**\$351,986**) for the periods specified in Section 3.2 may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

*Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **EIGHTEEN MILLION THREE HUNDRED THIRTY SIX THOUSAND EIGHT HUNDRED AND THIRTY FOUR** Dollars (**\$18,336,834**).

**(d) Appendix B-1 ("Calculation of Charges")** of the Grant Agreement currently reads 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:**

- Paid by Grantee prior to the submission of the applicable Reimbursement Request
- Direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees
- Operating (as opposed to capital) expenses
- Within the scope of the applicable Budget line item
- Directly related to activities performed within the physical boundaries of the City and County of San Francisco

### **All 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. Depreciation and/or capital expenses, which must follow the guidelines set forth by the 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>
5. Advertising and publicity costs
6. Client food, supplies, and incentives
7. Travel expenses to a San Francisco County Jail facility to conduct assessments or other Program related activities. In the event that travel is required, SFAPD will reimburse the Grantee as per the federally approved standard mileage reimbursement rates. The rate per mile driven for business purposes will be based on the most current IRS rate. In no event shall the total amount per mileage exceed the total travel line item in Appendix B.

### **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
3. Penalties, late charges or interest on any late payments; or
4. 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

### **Gift Card Tracking and Submission Requirements (if applicable)**

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:

1. Date Gift Card/Voucher was issued
2. # of Gift Cards distributed to the client on that date
3. Type of Gift Card/Voucher
4. Dollar Amount of Gift Card/Voucher
5. Participant SF#
6. Participant Name (printed)
7. Participant Signature
8. Justification/Reason for providing the client with the Gift Card/Voucher
9. 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 SFAPD.

- Each time a batch of gift cards is purchased, the Grantee is responsible to track distribution as per the above bullet points
- Once all the cards in a batch have been distributed, the Grantee shall submit a copy of the gift card distribution tracking log to the City's Program Manager. Indicate on the log what month SFAPD was invoiced for the purchase of the gift cards.

### **Cost Reimbursement**

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.

Grantee shall review and comply with the following SFAPD policies regarding requirements on submitting supporting documentation with each cost reimbursement requests. More information on the requirements for submitting supporting documentation with cost reimbursement requests may be found at the link below and are incorporated by this reference as if fully set forth herein:

- *Supporting Documentation for Cost Reimbursement Requests Submitted by Non-Profit Grantees*

If a Program fee will be required of Participants, Grantee is required to let SFAPD know what the fees are, and how they will be used. If Grantee does not provide this information, SFAPD may consider withholding reimbursement payments until there is fee clarification.

Cost Reimbursement Requests should be sent to the person indicated in Article 15 of the Original Agreement:

San Francisco Adult Probation Department – Victoria Westbrook  
945 Bryant Street  
San Francisco, CA 94103

Invoices will be processed and payments 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:**

| <b>SAN FRANCISCO ADULT PROBATION DEPARTMENT<br/>BUDGET SUMMARY BY PROGRAM</b>   |  |                     |
|---|--|---------------------|
| Grantee: Westside Community Services  |  |                     |
| Grant Term: 5/1/2022-6/30/2024  |  |                     |
| Program: Minna Project  |  |                     |
| (Check One): New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/> |  |                     |
| If modification, Effective Date of Mod.          No. of Allocation: <u>5</u>  |  |                     |
|   | <b>Allocation Three<br/>(12 Months)<br/>FIRST AMENDMENT<br/>7/1/2023 - 6/30/2024</b> | <b>TOTAL</b>        |
| <b>EXPENDITURES</b>   |  |                     |
| Salaries & Benefits   | \$ 1,544,853   | \$ 1,544,853        |
| Operating Expense   | \$ 558,476   | \$ 558,476          |
| Subtotal  | \$ 2,103,329   | \$ 2,103,329        |
| Indirect Percentage (%)   | 16%  | 16%                 |
| Indirect Cost   | \$ 336,533   | \$ 336,532.66       |
| Master Lease Cost/Rent  | \$ 1,080,000   | \$ 1,080,000        |
| <b>TOTAL EXPENDITURES</b>   | <b>\$ 3,519,862</b>  | <b>\$ 3,519,862</b> |
| Prepared by: Victoria Westbrook <span style="float: right;">Date: 5/26/2023</span>  |  |                     |
| Approved by APD CFO: Taras Madison  |  |                     |

*Such section is hereby deleted and replaced in its entirety to read as follows (new text in bold):*

## **Appendix B-2—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:**

- Paid by Grantee prior to the submission of the applicable Reimbursement Request
- Direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees
- Operating (as opposed to capital) expenses
- Within the scope of the applicable Budget line item
- Directly related to activities performed within the physical boundaries of the City and County of San Francisco

### **All Eligible Expenses shall include:**

8. Net salaries and wages
9. Rent or related fees for equipment, performance or meeting halls or studios
10. Telephone charges, stationery and office and program supplies
11. Depreciation and/or capital expenses, which must follow the guidelines set forth by the 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>
12. Advertising and publicity costs
13. Client food, supplies, and incentives
14. Travel expenses to a San Francisco County Jail facility to conduct assessments or other Program related activities. In the event that travel is required, SFAPD will reimburse the Grantee as per the federally approved standard mileage reimbursement rates. The rate per mile driven for business purposes will be based on the most current IRS rate. In no event shall the total amount per mileage exceed the total travel line item in Appendix B.

### **Eligible Expenses shall specifically exclude:**

5. Personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities
6. 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
7. Penalties, late charges or interest on any late payments; or

8. 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

### **Gift Card Tracking and Submission Requirements (if applicable)**

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:

10. Date Gift Card/Voucher was issued
11. # of Gift Cards distributed to the client on that date
12. Type of Gift Card/Voucher
13. Dollar Amount of Gift Card/Voucher
14. Participant SF#
15. Participant Name (printed)
16. Participant Signature
17. Justification/Reason for providing the client with the Gift Card/Voucher
18. 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 SFAPD.

- Each time a batch of gift cards is purchased, the Grantee is responsible to track distribution as per the above bullet points
- Once all the cards in a batch have been distributed, the Grantee shall submit a copy of the gift card distribution tracking log to the City's Program Manager. Indicate on the log what month SFAPD was invoiced for the purchase of the gift cards.

### **Cost Reimbursement**

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.

Grantee shall review and comply with the following SFAPD policies regarding requirements on submitting supporting documentation with each cost reimbursement requests. More information on the requirements for submitting supporting documentation with cost reimbursement requests may be found at the link below and are incorporated by this reference as if fully set forth herein:

- *Supporting Documentation for Cost Reimbursement Requests Submitted by Non-Profit Grantees*

If a Program fee will be required of Participants, Grantee is required to let SFAPD know what the fees are, and how they will be used. If Grantee does not provide this information, SFAPD may consider withholding reimbursement payments until there is fee clarification.

Cost Reimbursement Requests should be sent to the person indicated in Article 15 of the Original Agreement:

San Francisco Adult Probation Department – Victoria Westbrook  
 945 Bryant Street  
 San Francisco, CA 94103  
**Email: [apd-finance@sfgov.org](mailto:apd-finance@sfgov.org)**

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

4. 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;
5. 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;
6. 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:**

|                         | Allocation One<br>(2-months) | Allocation Two<br>(12-months) | Allocation Three<br>(12 Months)<br>FIRST AMENDMENT | Allocation Four<br>(12 Months) | Allocation Five<br>(12 Months) | Allocation Five<br>(10 Months) | TOTAL         |
|-------------------------|------------------------------|-------------------------------|--|--------------------------------|--------------------------------|--------------------------------|---------------|
|                         | 5/1/2022-6/30/2022           | 7/1/2022-6/30/2023            | 7/1/2023 - 6/30/2024                               | 7/1/2024 - 6/30/2025           | 7/1/2025 - 6/30/2026           | 7/1/2026 - 4/30/2027           |               |
| EXPENDITURES            |                              |                               |  |                                |                                |                                |               |
| Salaries & Benefits     | \$ 207,968                   | \$ 1,253,568                  | \$ 1,518,097                                       | \$ 1,518,097                   | \$ 1,518,097                   | \$ 1,265,080.83                | \$ 7,280,908  |
| Operating Expense       | \$ 104,386                   | \$ 620,553                    | \$ 569,119   | \$ 569,119                     | \$ 569,119                     | \$ 474,265.83                  | \$ 2,906,562  |
| Subtotal                | \$ 312,354                   | \$ 1,874,121                  | \$ 2,087,216                                       | \$ 2,087,216                   | \$ 2,087,216                   | \$ 1,739,346.67                | \$ 10,187,469 |
| Indirect Percentage (%) | 16%                          | 16%                           | 16%  | 16%                            | 16%                            | 16%                            | 16%           |
| Indirect Cost           | \$ 49,977                    | \$ 299,859                    | \$ 333,955   | \$ 333,955                     | \$ 333,955                     | \$ 278,295.00                  | \$ 1,629,995  |
| Master Lease Cost/Rent  | \$ 72,000                    | \$ 1,080,000                  | \$ 1,137,176                                       | \$ 1,137,176                   | \$ 1,137,176                   | \$ 947,646.00                  | \$ 5,511,174  |
| TOTAL EXPENDITURES      | \$ 434,330                   | \$ 3,253,980                  | \$ 3,558,347                                       | \$ 3,558,347                   | \$ 3,558,347                   | \$ 2,965,288                   | \$ 17,328,638 |
|                         |                              |                               |  | \$ 355,834.00                  | \$ 355,834.00                  | \$ 296,528.00                  | \$ 18,336,834 |
|                         |                              |                               |  | (+10% contingency)             | (+10% contingency)             | (+10% contingency)             |               |

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

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

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

**CITY**  
**ADULT PROBATION DEPARTMENT**

**GRANTEE:**  
**WESTSIDE COMMUNITY MENTAL**  
**HEALTH CENTER**

By: \_\_\_\_\_  
Cristel Tullock  
Chief Probation Officer

By: \_\_\_\_\_  
Print Name: Dr. Mary Ann Jones

Title: Chief Executive Officer

**Approved as to Form:**

Federal Tax ID #: 941164909

David Chiu  
City Attorney

City Vendor Number: 0000008254

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

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

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**WESTSIDE COMMUNITY MENTAL HEALTH CTR INC**

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**THIS GRANT AGREEMENT** (“Agreement”) is made as of **APRIL 1, 2022**, in the City and County of San Francisco, State of California, by and between **WESTSIDE COMMUNITY MENTAL HEALTH CTR INC** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the **ADULT PROBATION DEPARTMENT** (“Department”),

**RECITALS**

**WHEREAS**, Grantee has applied to the Department for a **TRANSITIONAL HOUSING PROGRAM** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

**HOUSING AND SUPPORTIVE SERVICES; and**

**WHEREAS**, Grantee was competitively selected pursuant to RFQ#APD2020-02 issued on November 3, 2020, and re-issued on November 9, 2020; 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 acknowledged, the parties 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) **“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 with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) **“Budget”** shall mean the budget attached hereto as part of Appendix B.
- (d) **“Charter”** shall mean the Charter of City.
- (e) **“Contractor”** shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) **“Controller”** shall mean the Controller of City.
- (g) **“Eligible Expenses”** shall have the meaning set forth in Appendices A and 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 which all or any portion of this Agreement is in effect.
- (k) **“Funding Request”** shall have the meaning set forth in Section 5.3(a).
- (l) **“Grant”** shall mean this Agreement.
- (m) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) **“Grant Plan”** shall have the meaning set forth in Appendix B.
- (o) **“Indemnified Parties”** shall mean: (i) City, including the Department 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.

**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 Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. 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.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

**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.

**2.5 Maximum Costs.** 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 provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds 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.

### 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 Department has notified Grantee thereof in writing.

**3.2 Duration of Term.** The term of this Agreement shall commence on **MAY 1, 2022** and expire on **JUNE 30, 2023**, unless earlier terminated as otherwise provided herein. The City has **one (1) option** to renew the Agreement for an additional **forty-three (43) months**. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

### ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

**4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, 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.**

(a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

(b) **Grantor Vaccination Policy.**

1. Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated

February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

2. A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

3. In accordance with the Contractor Vaccination Policy, Grantee agrees that:

(i) Where applicable, Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and

(ii) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

**4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

**4.4 Works for Hire.** If, in connection with 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. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

#### 4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, 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, Grantee shall immediately 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 Department. Except as set forth in this subsection, Grantee shall not use the name of the Department 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 **THREE MILLION SIX HUNDRED EIGHTY EIGHT THOUSAND THREE HUNDRED TEN Dollars (\$3,688,310).**

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget 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 Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each **MONTH**.

**5.4 State or Federal Funds**

(a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate

some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix G, "State/Federal Funding Terms."

**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 Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

**6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

**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 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

**6.5 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.

**6.6 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.

**6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by 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.

**6.8 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. 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.

## **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 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.

## **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 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.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this

subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

**8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

**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.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

**9.2 Duty to Defend; Notice of Loss.** 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.

**9.3 Incidental and Consequential Damages.** Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

**9.4 LIMITATION ON LIABILITY OF CITY.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

## **ARTICLE 10 INSURANCE**

**10.1 Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

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

(d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

**10.2 Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide 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, except with respect to limits of liability.

**10.3 Additional Requirements for All Policies.** All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

**10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

**10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

**10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

**10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

**10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

**10.9 Worker's Compensation.** 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.

**ARTICLE 11**  
**EVENTS OF DEFAULT AND REMEDIES**

**11.1 Events of Default.** The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement:

- (a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
- (c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
- (d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.
- (e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) 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, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) 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 (iii) ordering the dissolution, winding-up or liquidation of Grantee.

**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.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default,

Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(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, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City 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, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

**11.3 Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

(a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

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

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 incurred at the request of City pursuant to this section.

**11.4 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 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.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

**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 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 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 covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

**12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

**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 Subcontracting.** If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

**13.4 Grantee Retains Responsibility.** Grantee shall 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 Department 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 may be sent by U.S. mail or e-mail, and shall be addressed as follows:):

If to the Department or City: **SAN FRANCISCO ADULT PROBATION DEPARTMENT**  
**945 BRYANT STREET**  
San Francisco, CA **94103**  
Attn: **DESTINY PLETSCH**

If to Grantee: **WESTSIDE COMMUNITY SERVICES, INC.**  
**1153 OAK STREET**  
San Francisco, CA **94117**  
Attn: **CEDRIC AKBAR**

Any notice of default must be sent by registered mail.

**15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

**15.3 Change of Address.** 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 Reserved.**

**16.2 Nondiscrimination; Penalties.**

**Article 2 (a) Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

**16.3 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.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

**16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

**16.8. Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

**16.9 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 subcontractor 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 grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

**16.12 Preservative-treated Wood Containing Arsenic.** Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**16.13 Reserved. (Working with Minors.)**

**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.** If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

**16.16 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 <http://sfgov.org/olse/fco>. 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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T 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.

**16.17 Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

**16.18 Reserved. Slavery Era Disclosure.**

**16.19 Distribution of Beverages and Water.**

**(a) 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.

**(b) 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. .

**16.20 Reserved.**

**16.21 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 Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department 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 Department 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 Department 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.** 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.

**17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

**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 and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Interests in Other City Contracts
- Appendix D, Dispute Resolution Procedure

**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 4.3  | Ownership of Results.                          | Section 14.3    | Consequences of     |
| Section 6.4  | Financial Statements.                          |                 | Recharacterization. |
| Section 6.5  | Books and Records.                             | This Article 17 | Miscellaneous       |
| Section 6.6  | Inspection and Audit.                          |                 |                     |
| Section 6.7  | Submitting False Claims;<br>Monetary Penalties |                 |                     |
| Article 7    | Taxes  |                 |                     |
| Article 8    | Representations and<br>Warranties              |                 |                     |
| Article 9    | Indemnification and General<br>Liability       |                 |                     |
| Section 10.4 | Required Post-Expiration<br>Coverage.          |                 |                     |
| Article 12   | Disclosure of Information and<br>Documents     |                 |                     |
| Section 13.4 | Grantee Retains<br>Responsibility.             |                 |                     |

**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.** A Dispute Resolution Procedure is attached under the Appendix D to address issues that have not been resolved administratively by other departmental remedies.

**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 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

CITY

GRANTEE:

ADULT PROBATION DEPARTMENT

WESTISDE COMMUNITY MENTAL HEALTH CTR.  
INC.

By:   
CBB3D692B399444...  
CRISTEL TULLOCK  
CHIEF ADULT PROBATION OFFICER

By:   
BEF8121419054BB...

Print Name: Mary Ann Jones, PhD

Approved as to Form:

Title: Chief Executive Officer

David Chiu  
City Attorney

City Supplier Number: 0000008254

By:   
C55BEA64595E442...  
Jana Clark  
Deputy City Attorney

## Appendix A--Services to be Provided by Grantee

### I. Program Definitions

|   |
|---|
| <b>CASC:</b> Community Assessment and Services Center, a Reentry Services Center of SFAPD.  |
| <b>Case Management:</b> The total provision of services that addresses the needs of the Participant to function at his or her best level in the community, often coordinating appropriate services and support.   |
| <b>Case Manager:</b> 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. |
| <b>City:</b> City and County of San Francisco; for this Program, will consist of the Adult Probation Department (SFAPD).  |
| <b>City's Contract Manager:</b> Destiny Pletsch.  |
| <b>Client:</b> Individuals referred to services by SFAPD.   |
| <b>DPH:</b> San Francisco Department of Public Health.  |
| <b>DPO:</b> Deputy Probation Officer of the San Francisco Adult Probation Department.   |
| <b>Grantee:</b> Westside Community Services.  |
| <b>Grantee's Program Manager:</b> Cedric Akbar.   |
| <b>Justice-Involved (JI):</b> San Francisco residents who are currently under supervision with the SFAPD, state parole, federal probation, participating in San Francisco collaborative courts, or other San Francisco residents who have a criminal history.   |
| <b>Minna Hotel:</b> Dual diagnosis transitional housing program located at 509 Minna Street, San Francisco CA 94102   |
| <b>Program:</b> Dual Diagnosis Transitional Housing with Supportive Services  |
| <b>Participant:</b> Individuals enrolled in Program.  |
| <b>POM:</b> Policy and Operations Manual, a manual outlining the program's policies.  |
| <b>RTP:</b> Reentry Treatment Plan.   |
| <b>Program:</b> Dual Diagnosis Transitional Housing with Supportive Services for Justice Involved Adults.   |
| <b>SFAPD:</b> San Francisco Adult Probation Department. Also referred to as APD.  |

### II. Introduction

The Grantee will provide dual diagnosis transitional housing and supportive services to justice involved adults.

### III. Roles and Responsibilities

#### A. City's Program Manager Roles and Responsibilities

1. The City's Program Manager will Coordinate with Grantee's Program Manager and Grantee's Team to monitor Grantee
2. Review and approve monthly cost reimbursement requests
3. 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

***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 Grantee or subgrantee of its responsibility to ensure full compliance with its obligations. It remains Grantee's sole responsibility to ensure it is in compliance with all terms of the Agreement.***

#### B. Grantee's Program Manager Roles, Responsibilities, and Main Tasks

1. 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 respond to any identified performance improvement opportunities communicated by the City's Program Manager
2. Be responsible for meeting Grantee's obligations under the Agreement
3. Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners
4. Participate and ensure Grantee's Team participation in operations and programmatic audits conducted by City's Program Manager
5. Track all Program deliverables, milestones, processes, and documents and provide regular updated Program documentation to reflect and report on the most current Program status
6. Provide SFAPD with a phone and email list of all Program staff and updated versions on and ongoing basis

#### C. Program Management and Communication

1. Meetings with the City's Program Manager at minimum once per month, or as deemed necessary by SFAPD – meetings may also include all Program staff and Students
2. 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
3. When applicable, contact the Client's Probation Officer/Parole Agent/ prior to terminating the Clients from the Program, unless there is an extreme circumstance in which a Client is of immediate threat of harm to self or others
4. When applicable, Communicate with the Probation Officer/Parole Agent when there are challenges with the Participant and when the Participant successfully or unsuccessfully exits the program
5. Provide responses to any written, electronic or telephonic communication from SFAPD within 2 business days

D. Hiring and Staffing Changes

Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age. 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 Subgrantees 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.”

IV. **Program Approach**

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantees shall approach the delivery of services described in this Agreement with this framework and should specifically refer to the National Institute of Corrections’ [eight evidence-based principles](#) for effective intervention within community corrections.

Additionally, the Grantee shall approach service delivery through 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.

V. **General Description of Work**

The City and County of San Francisco Adult Probation Department (SFAPD) supervises and supports adults sentenced to community supervision and diversion programs, and provides comprehensive reports to the Court to inform sentencing and community supervision decisions. The SFAPD achieves excellence in community corrections, public safety, and public service through the integration of evidence-based practices and victim centered supervision strategies. By prioritizing racial equity and collaboration with the Courts, community-based organizations, City partners, victim organizations, and justice system stakeholders, the SFAPD provides a unique blend of justice, community support, and treatment that is equitable for all. SFAPD is committed to addressing the complex behavioral health needs of individuals by providing holistic and client-centered reentry services, which promote autonomy and sustainable life changes. The SFAPD values the diversity of its clients and invests in their success by providing a continuum of reentry services designed to address their individual needs and help them permanently exit the criminal justice system.

**Target Population:** The Program target population for the purpose of this Agreement shall be justice involved adults who are homeless with a history of substance use and/or mental health challenges.

The Grantee shall manage the Dual Diagnosis Transitional Housing and Supportive Services Program for Justice Involved Adults at 509 Minna Street, San Francisco, CA 94103. The Program's capacity shall serve 75-80 participants at any time, with each participant having the ability to remain in the program for up to 24 months. The Grantee shall Master Lease for the Program site located at 509 Minna Street.

Through a culturally responsive, clean and sober, transitional housing program, the Grantee shall provide supportive transitional housing which promotes whole person care and overall lifestyle change which leads to independent living.

The Grantee will manage and deliver Dual Diagnosis Transitional Housing and Supportive Services Program through the following components:

A. Referral, Admissions, Waitlist Management

The Grantee shall receive referrals from community and justice partners. Referral management includes tracking all referrals, submitting referrals to DPH's Utilization Management Team for approval. Once the Program is at capacity, the Grantee shall track referrals and manage the waitlist. SFAPD/DPH retains the ability to establish priority referral groups based on the needs of the Client population.

B. Intake and Comprehensive Assessment

The Grantee's team or other appropriate clinical staff will conduct a comprehensive assessment to determine the needs of the Participant. Each Participant shall complete all required intake documentation (Release of Information, Participant Agreement, Grievance Policy, etc).

C. Case Management Plan

Each Participant will be assigned a Case Manager. Each case manager will create a Reentry Treatment Plan which shall include short and long term goals, objectives, action plan, interventions (Groups, Classes, SUD, Medication Management, etc), and daily activities). Furthermore, each plan should address each participant's criminogenic needs and community functioning factors. Each case plan shall include an individual permanent housing plan (IPHP) and coordination with a Housing Planning Specialist.

The Grantee shall ensure the coordination of services, which may include working in tandem with other service providers in alignment with the Participant's developed case management plan.

D. Program Requirements

1. Implement an array of supportive services and create schedule of activities, including but not limited to onsite daily meals, support groups, community service opportunities, employment and education events.
2. Provide each participant clean linen, pillow, and bed bug covers
3. Conduct daily room inspections
4. Implement a savings program. All participants are required to save 65% of their income which will be returned when the participant exits the program.

5. Track all site repairs and coordinate with property management to address all site repairs
6. Log and track all critical incidents that occur in the Program. Notify the City's Program Manager, relevant program partners and if applicable, the Participant's Probation Officer, Parole Officer or Supervising Court:
  - Violence
  - Threats of Violence
  - Weapons
  - Theft
  - Property Damage
  - Erratic Behavior
    - Behavior that is unpredictable, or may be considered irregular or illogical for the situation, or not keeping with the standards of behavior for a given set of circumstances. If an incident rises to the level of staff intervention that requires the Police, an ambulance, or the program staff escorting out of the program
7. Upon a participant exiting the program, the Grantee shall ensure rooms are turned over and the vacancy filled within 3 business days; the City's Program Manager will be contacted if additional time is necessary.
8. Contact relevant partners, probation or parole officer, courts etc. as Participants exit the Program

**E. Housing Units and Grounds Requirements**

In keeping and maintaining the site and all housing units under this Program, the Grantee shall:

1. Maintain the premises of 509 Minna Street, which includes all facilities maintenance
2. Ensure all living spaces used to deliver the services under this Agreement are in compliance with all laws, applicable building, sanitation, health, safety and fire codes
3. Address all repairs, including plumbing, electrical, and structural maintenances, which affect the health and safety of Students within 48 hours
4. Participate in a quarterly site inspection with the City's Program Manager at 630 Geary
5. Provide regular inspection for pest infestation and pest control services and regularly maintained to ensure the Program is free of insect and rodent infestation. Grantee will maintain pest control documentation
6. Provide fully stocked first aid kits readily available throughout the housing units, along with telephone numbers of all local emergency service agencies

In collaboration with Grantee, the City Program Manager may adjust service requirements, and program measures, to better reflect the intent of the services at hand. In addition, the City Program Manager and Grantee may also include other program and service aspects that meet SFAPD scope and service needs, while remaining within the not-to-exceed contract amount, per SFAPD review and approval.

**VI. Administrative Requirements**

**A. Contract Operations Requirements**

The Grantee is expected to submit all reports, data tracking documents, and invoices as defined in Appendix A (Scope of Work) and Appendix B (Calculation of Charges). Additionally,

the Grantee shall adhere to the agreed upon budget, not overspend line items without prior approval from the City's Program Manager, work collaboratively to execute budget modifications and contract amendments, attend check-ins with the City's Program Manager, adhere to all communication protocols, and proactively promote the program's services.

The City's tasks of overseeing, coordinating and ensuring compliance, including but not limited to the City's issuance of a "Notice of Contract Operations Requirements – Review and Action" (Attachment A) 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.

The City's Program Manager will monitor program utility and performance, as well as the following areas:

1. Submission of reports
2. Submission of data tracking documents
3. Submission of invoices
4. Adherence to the program's budget
5. Adherence to communication protocols
6. Execution of contract amendments and budget modifications
7. Collaborative program check-ins

If the requirements of the contract are not met, the City's Program Manager will issue a "Notice of Contract Operations Requirements - Review and Action" (Attachment A), which identifies contract challenges and requires immediate action. Grantee shall respond to any requirements listed in the "Notice of Contract Operations Requirements" by the required date.

**B. Participant File**

The Grantee shall ensure the confidentiality of Participant records and information in accordance with all local, state and federal codes. The files shall be located in a locked 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 Participant information will also be protected by unique passwords. Electronic Participant files will be held to the same security standard as hard copy files.

Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of Criminal Offender Record Information (CORI). In addition, the unauthorized disclosure of Participant's' medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

The Grantee shall have written procedures for the release of case file information to include:

1. The Participant's signed and dated Release of Information Form
2. The name of the person, agency or organization to whom the information was released
3. The signature of the employee who released the information and date of release
4. Written approval from SFAPD before releasing client case file information

5. Cybersecurity Agreement – Sufficient data security controls in place to meet the City’s Cybersecurity requirements

C. Program Reporting/Data Collection

Grantee’s Program Team shall:

1. Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Participant’s demographic information, and services provided as defined in this agreement
2. 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
3. Coordinate Program data collection and evaluation efforts as requested by SFAPD
4. 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 Participant information

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

1. Monthly Census (Attachment B): Due on the 1st of each month
2. Program Report (Attachment C): Submitted per the following reporting schedule:
  - July 1 – December 31 (Q1/Q2): Due on February 1
  - January 1 – June 30 (Q3/Q4): Due on August 1

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.

**VII. Performance Measurements:**

Grantee shall meet or exceed the following performance measurements:

1. In partnership with APD, produce an annual Program recidivism report
2. Maintain an 85% of occupancy rate (Capacity is 75 beds-Must maintain 64 beds)
3. Reduce homelessness by 23,360 days annually
4. 65% of participants exiting the program will complete successfully
5. 40% of participants exiting the program will exit to permanent or stable housing.

**VIII. Department Liaison**

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

Attachments

1. Attachment A – Notice of Contract Operations Requirements – Review and Action
2. Attachment B – Monthly Census/Tracking Document
3. Attachment C – Program Report

## **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:**

1. Paid by Grantee prior to the submission of the applicable Reimbursement Request
2. Direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees
3. Operating (as opposed to capital) expenses
4. Within the scope of the applicable Budget line item
5. Directly related to activities performed within the physical boundaries of the City and County of San Francisco

### **All 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. Depreciation and/or capital expenses, which must follow the guidelines set forth by the Office of the Controller. More information here:
  - o <https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants%20Version%201.2.pdf>
5. Advertising and publicity costs
6. Client food, supplies, and incentives
7. Travel expenses to a San Francisco County Jail facility to conduct assessments or other Program related activities. In the event that travel is required, SFAPD will reimburse the Grantee as per the federally approved standard mileage reimbursement rates. The rate per mile driven for business purposes will be based on the most current IRS rate. In no event shall the total amount per mileage exceed the total travel line item in Appendix B.

### **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
3. Penalties, late charges or interest on any late payments; or
4. 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

### **Gift Card Tracking and Submission Requirements (if applicable)**

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:

1. Date Gift Card/Voucher was issued
2. # of Gift Cards distributed to the client on that date
3. Type of Gift Card/Voucher
4. Dollar Amount of Gift Card/Voucher
5. Participant SF#
6. Participant Name (printed)
7. Participant Signature
8. Justification/Reason for providing the client with the Gift Card/Voucher
9. 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 SFAPD.

- Each time a batch of gift cards is purchased, the Grantee is responsible to track distribution as per the above bullet points
- Once all the cards in a batch have been distributed, the Grantee shall submit a copy of the gift card distribution tracking log to the City's Program Manager. Indicate on the log what month SFAPD was invoiced for the purchase of the gift cards.

### **Cost Reimbursement**

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.

Grantee shall review and comply with the following SFAPD policies regarding requirements on submitting supporting documentation with each cost reimbursement requests. More information on the requirements for submitting supporting documentation with cost reimbursement requests may be found at the link below and are incorporated by this reference as if fully set forth herein:

- [Supporting Documentation for Cost Reimbursement Requests Submitted by Non-Profit Grantees](#)

If a Program fee will be required of Participants, Grantee is required to let SFAPD know what the fees are, and how they will be used. If Grantee does not provide this information, SFAPD may consider withholding reimbursement payments until there is fee clarification.

Cost Reimbursement Requests should be sent to the person indicated in Article 15 of the Original Agreement:

San Francisco Adult Probation Department – Destiny Pletsch  
945 Bryant Street  
San Francisco, CA 94103

Invoices will be processed and payments 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:**

| SAN FRANCISCO ADULT PROBATION DEPARTMENT<br>BUDGET SUMMARY BY PROGRAM   |  |   |                     |
|---|--|---|---------------------|
| Grantee: Westside Community Services  |  |   |                     |
| Grant Term: 5/1/2022-6/30/2023  |  |   |                     |
| Program: Minna Project  |  |   |                     |
| (Check One): <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification |  |   |                     |
| If modification, Effective Date of Mod.      No. of Allocation: <u>2</u>  |  |   |                     |
|   | Allocation One<br>(2-months)<br>5/1/2022-6/30/2022 | Allocation Two<br>(12-months)<br>7/1/2022-6/30/2023 | TOTAL               |
| EXPENDITURES  |  |   |                     |
| Salaries & Benefits   | \$ 207,968   | \$ 1,253,568  | \$ 1,461,536        |
| Operating Expense   | \$ 104,386   | \$ 620,553  | \$ 724,939          |
| Subtotal  | \$ 312,354   | \$ 1,874,121  | \$ 2,186,475        |
| Indirect Percentage (%)   | 16%  | 16%   |                     |
| Indirect Cost   | \$ 49,977  | \$ 299,859  | \$ 349,836          |
| Master Lease Cost/Rent  | \$ 72,000  | \$ 1,080,000  | \$ 1,152,000        |
| <b>TOTAL EXPENDITURES</b>   | <b>\$ 434,330</b>                                  | <b>\$ 3,253,980</b>                                 | <b>\$ 3,688,311</b> |

**Advance Payment**

Upon the effective date of this Agreement, contingent upon prior approval by the City's Adult Probation Department of an invoice or claim submitted by Grantee, the City agrees to make an advance payment to Grantee not to exceed **NINE HUNDRED TWENTY TWO THOUSAND SEVENTY-EIGHT Dollars (\$922,078)** for the term of this Agreement. Grantee agrees that within the term of this Agreement, this advance payment shall be recovered by the City through a reduction to monthly payments to Grantee during the first six months after the effective date of this First Amendment, unless and until Grantee chooses to return to the City all or part of the advance payment. The amount of the advance payment recovered each month shall be calculated by dividing the total advance payment by the total number of months for recovery: **10-months**. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment being due and payable to the City within thirty (30) calendar days following written notice of termination from the City.

**Appendix C--Interests In Other City Contracts**

| City Department or Commission            | Date of Contract | Amount of Contract |
|--|------------------|--------------------|
| DPH- HIV Health Services                 | 3/1/20-6/30/24   | \$3,664,494        |
| CHF-GA-Ajani Community Case              | 7/1/18-6/30/23   | \$500,000          |
| DPH - HIV Testing                        | 7/1/18-6/30/23   | \$414,086          |
| SHF-NOVA Project Support                 | 7/1/19-6/30/22   | \$3,030,000        |
| SHF-NOVA CASE MANAGEMENT                 | 10/1/19-6/30/22  | \$2,084,335        |
| ADP-Gender Responsive Housing            | 4/1/21-3/31/22   | \$399,999          |
| ADP-Transitional Housing                 | 7/1/18-6/30/22   | \$1,842,995        |
| ADP-Mental Health Transitional Housing   | 6/1/21-9/30/23   | \$728,550          |
| ADP-TRP and Transitional Housing Program | 8/1/21-6/30/23   | \$6,221,748        |

## Appendix D--Dispute Resolution Procedure

- A. The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CN\\_PCTF\\_BOS\\_RPT\\_06-26-03%281%29\\_3adc.PDF](https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CN_PCTF_BOS_RPT_06-26-03%281%29_3adc.PDF). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.
- B. The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions or concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).
- C. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
- (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
  - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10

working days.

- (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.
- D. In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CN\\_PCTF\\_BOS\\_RPT\\_06-26-03%281%29\\_3adc.PDF](https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CN_PCTF_BOS_RPT_06-26-03%281%29_3adc.PDF).
- E. The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

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

**FIRST AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**WESTSIDE COMMUNITY MENTAL HEALTH CENTER**

**FIRST AMENDMENT**

**This AMENDMENT of the, August 1, 2021 Grant Agreement** (the "Agreement") is dated as of July 1, 2023 **and** is made in the City and County of San Francisco, State of California, by and between **WESTSIDE COMMUNITY MENTAL HEALTH CENTER** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through **ADULT PROBATION DEPARTMENT** ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through RFQ#APD2020-02, issued on November 3, 2020 and reissued on November 9, 2020 and this modification is consistent therewith; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, The Grant Agreement is being amended to extend the term, increase the not to exceed amount, update Article 16, and update Appendix B to B-1; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

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

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

(a) **Section 3.2 ("Duration of Term")**

**Section 3.2** ("Duration of Term") of the Grant Agreement currently reads as follows:

**3.2 Duration of Term.** The term of this Agreement shall commence on MAY 1, 2022 and expire on JUNE 30, 2023, unless earlier terminated as otherwise provided herein. The City has **one (1) option** to renew the Agreement for an additional **forty-three (43) months**. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

*Such section is hereby amended to read as follows (changes in **bold**):*

**3.2 Duration of Term.** The term of this Agreement shall commence on MAY 1, 2022 and expire on JUNE 30, 2024, unless earlier terminated as otherwise provided herein.

(b) **Section 5.1** ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed THREE MILLION SIX HUNDRED EIGHTY EIGHT THOUSAND THREE HUNDRED TEN Dollars (\$3,688,310).

*Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **SEVEN MILLION TWO HUNDRED EIGHT THOUSAND ONE HUNDRED AND SEVENTY-TWO Dollars (\$7,208,172).**

**THREE HUNDRED FIFTY ONE THOUSAND NINE HUNDRED AND EIGHTY-SIX Dollars (\$351,986) for the periods specified in Section 3.2 may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

(c) **Article 16 Compliance** of the Grant Agreement currently reads as follows:

ARTICLE 16  
COMPLIANCE

16.20 Reserved.

*Such section is hereby deleted and replaced in its entirety to read as follows (new text in **bold**):*

ARTICLE 16  
COMPLIANCE

**16.20 California Attorney General’s Registry of Charitable Trusts. Grantee represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees to remain in good standing with applicable requirements shall be a material breach of this Agreement.**

(d) **Appendix B (“Calculation of Charges”)** of the Grant 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:**

- Paid by Grantee prior to the submission of the applicable Reimbursement Request
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**All Eligible Expenses shall include:**

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- 5. Advertising and publicity costs
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- 7. Travel expenses to a San Francisco County Jail facility to conduct assessments or other Program related activities. In the event that travel is required, SFAPD will reimburse the Grantee as per the federally approved standard mileage reimbursement rates. The rate per mile driven for business purposes will be based on the most current IRS rate. In no event shall the total amount per mileage exceed the total travel line item in Appendix B.

**Eligible Expenses shall specifically exclude:**

1. Personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities
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3. Penalties, late charges or interest on any late payments; or
4. 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

**Gift Card Tracking and Submission Requirements (if applicable)**

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:

1. Date Gift Card/Voucher was issued
2. # of Gift Cards distributed to the client on that date
3. Type of Gift Card/Voucher
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8. Justification/Reason for providing the client with the Gift Card/Voucher
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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 SFAPD.

- Each time a batch of gift cards is purchased, the Grantee is responsible to track distribution as per the above bullet points
- Once all the cards in a batch have been distributed, the Grantee shall submit a copy of the gift card distribution tracking log to the City's Program Manager. Indicate on the log what month SFAPD was invoiced for the purchase of the gift cards.

## **Cost Reimbursement**

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.

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| <b>SAN FRANCISCO ADULT PROBATION DEPARTMENT<br/>BUDGET SUMMARY BY PROGRAM</b>   |  |   |                     |
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### **Cost Reimbursement**

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.

Grantee shall review and comply with the following SFAPD policies regarding requirements on submitting supporting documentation with each cost reimbursement requests. More information on the requirements for submitting supporting documentation with cost reimbursement requests may be found at the link below and are incorporated by this reference as if fully set forth herein:

- [\*Supporting Documentation for Cost Reimbursement Requests Submitted by Non- Profit Grantees\*](#)

If a Program fee will be required of Participants, Grantee is required to let SFAPD know what the fees are, and how they will be used. If Grantee does not provide this information, SFAPD may consider withholding reimbursement payments until there is fee clarification.

Cost Reimbursement Requests should be sent to the person indicated in Article 15 of the Original Agreement:

San Francisco Adult Probation Department – Victoria Westbrook  
945 Bryant Street  
San Francisco, CA 94103

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

4. 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;
5. 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;
6. 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:**

| <b>SAN FRANCISCO ADULT PROBATION DEPARTMENT<br/>BUDGET SUMMARY BY PROGRAM</b>      |  |                     |
|--|--|---------------------|
| Grantee: Westside Community Services   |  |                     |
| Grant Term: 5/1/2022-6/30/2024   |  |                     |
| Program: Minna Project   |  |                     |
| (Check One): New <input checked="" type="checkbox"/> Renewal    Modification       |  |                     |
| If modification, Effective Date of Mod.      No. of Allocation: <u>5</u>           |  |                     |
|  | <b>Allocation Three<br/>(12 Months)<br/>FIRST AMENDMENT<br/>7/1/2023 - 6/30/2024</b> | <b>TOTAL</b>        |
| EXPENDITURES   |  |                     |
| Salaries & Benefits  | \$ 1,544,853   | \$ 1,544,853        |
| Operating Expense  | \$ 558,476   | \$ 558,476          |
| Subtotal   | \$ 2,103,329   | \$ 2,103,329        |
| Indirect Percentage (%)  | 16%  | 16%                 |
| Indirect Cost  | \$ 336,533   | \$ 336,532.66       |
| Master Lease Cost/Rent   | \$ 1,080,000   | \$ 1,080,000        |
| <b>TOTAL EXPENDITURES</b>  | <b>\$ 3,519,862</b>  | <b>\$ 3,519,862</b> |
| Prepared by: Victoria Westbrook <span style="float: right;">Date: 5/26/2023</span> |  |                     |
| Approved by APD CFO: Taras Madison   |  |                     |

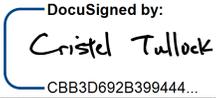
**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

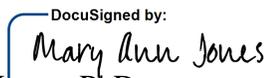
**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

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

**CITY**  
ADULT PROBATION DEPARTMENT

**GRANTEE:**  
WESTSIDE COMMUNITY MENTAL HEALTH CENTER

By:   
Cristel Tullock  
Chief Adult Probation Officer

By:   
Print Name: Mary Ann Jones, PhD

**Approved as to Form:**

Title: Chief Executive Officer

David Chiu  
City Attorney

Federal Tax ID #: 941164909

City Vendor Number: 0000008254

By:   
Jana Clark  
Deputy City Attorney



# City and County of San Francisco Adult Probation Department



## REQUEST FOR QUALIFICATIONS (RFQ)

### Housing and Supportive Services

RFQ# APD2020-02

CONTACT: Elisa Baeza, [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org)

#### Background

The San Francisco Adult Probation Department (“SFAPD”) supervises adult offenders on probation, Post-Release Community Supervision (PRCS), and Mandatory Supervision; and it provides reports to the Superior Court to inform sentencing decisions. APD’s commitment to helping clients change their lives is achieved by the implementation of reentry services and the use of evidence-based practices in collaboration with the Courts, District Attorney, Public Defender, Community-Based Organizations, Reentry Council, Sheriff, Police, and other City Departments. The goal of APD is to help clients rebuild their lives and successfully exit the justice system, reduce victimization, and break the intergenerational cycle of incarceration.

The Reentry Division of Adult Probation administers a large portfolio of reentry programs which include the City’s behavioral health reentry center—the Community Assessment and Services Center (CASC), residential treatment, transitional housing, employment services, mentoring, education, and other supportive services. The Reentry Division collaborates with City, community and private partners to strengthen the reentry safety-net for people with criminal histories. SFAPD values the individuality and diversity of clients, recognize the challenges they face, and invest in their success through services designed to help them permanently exit the justice system.

SFAPD invites responses from **qualified 501c3 nonprofit organizations** to provide housing and supportive services to individuals under SFAPD supervision and other justice-involved individuals, ages 18 and older, who are residents San Francisco.

Other City Departments and other public safety agencies may utilize the results of this competitive Solicitation (see Administrative Code section 21.16(c).) in accordance with their laws, rules, and regulations.

#### Schedule\*

|   |   |
|---|---|
| RFQ Issued                              | <b>Nov 3, 2020</b>                              |
| RFQ Questions Deadline (12:00 pm PT)    | <b>Nov. 11, 2020</b><br><del>Nov. 9, 2020</del> |
| RFQ Answers and Clarification Available | <b>Nov 13, 2020</b>                             |
| Proposal Deadline (12:00 pm PT)         | <b>Dec 1, 2020</b><br><del>Nov. 30, 2020</del>  |
| Notice of Pre-Qualification Release     | <b>Dec. 18, 2021</b>                            |

\*Dates are subject to change.

**Estimated Available Funds:** The projected annual amount is \$15,000,000 and is contingent on total funds available and contract negotiations.

**Estimated Grant Term:** Proposers pre-qualified under this RFQ will remain eligible for consideration for contract negotiations on an as-needed basis for two (2) years from the Pre-Qualification Notification date. Firms pre-qualified under this RFQ are not guaranteed a grant.

Grant term shall be for two (2) years with an option to extend the term for an additional three (3) years, subject to City approval, for a total of five (5) years. SFAPD has the sole, absolute discretion to exercise this option, and reserves the right to enter into grants of a shorter duration. At its sole discretion, SFAPD may make multiple awards.

#### Contract Monitoring Division Local Business Enterprise (“LBE”) Subcontracting Requirement:

There is no local business enterprise (“LBE”) subcontracting goal for this RFQ or the contract awarded from this RFQ. LBEs are strongly encouraged to submit responses and will receive bonus points in accordance with RFQ Attachment III.

**RFQ 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 RFQ and its attachments.

Each Proposer must demonstrate that it meets the Minimum Qualifications described in RFQ Attachment 2 to be considered.

Email questions to [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org) by the RFQ Questions Deadline.

No questions will be accepted after the RFQ Questions Deadline with the exception of City vendor compliance questions.

Check the [Adult Probation Department website](http://www.sfgov.org/adultprobation) for latest schedule.

# 1. Introduction

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## 1.1 Definitions

General terms used in this Request for Qualifications (RFQ) are defined as follows:

|   |
|---|
| <b>CASC:</b> Community Assessment and Services Center, a Reentry Service of SFAPD.  |
| <b>Case Manager:</b> 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. |
| <b>City:</b> City and County of San Francisco; for this Program, will consist of the Adult Probation Department (SFAPD).  |
| <b>Clean and Sober:</b> A transitional housing environment that strives to be free of drugs and alcohol.  |
| <b>Client:</b> Individuals referred by SFAPD and under SFAPD supervision or meets the definition of justice involved.   |
| <b>Emergency Housing:</b> Short-term emergency shelter for a pre-determined maximum number of days to adults experiencing homelessness in San Francisco.  |
| <b>DPO:</b> Deputy Probation Officer of the San Francisco Adult Probation Department.   |
| <b>Gender Responsive:</b> Gender-specific services to target populations.   |
| <b>Grantee:</b> Organizations awarded an agreement for services through this RFQ.   |
| <b>Justice Involved:</b> Adult individuals who have been involved in the justice system or under the supervision of local probation, state parole, or federal probation.  |
| <b>Proposer:</b> Nonprofit organization submitting a Proposal to this RFQ.  |
| <b>Rental Subsidy:</b> Financial assistance in the form of a shallow or temporary subsidy provided to eligible Clients to support them in making the transition from homelessness or transitional housing to permanent housing.   |
| <b>Respondent:</b> Nonprofit organization submitting a response package to this RFQ.  |
| <b>SFAPD:</b> Refers to the City and County of San Francisco Adult Probation Department. Also referred to as ADP or APD.  |
| <b>Supportive Services:</b> May include educational (e.g., GED), workforce development, mental health, medical, etc.  |
| <b>Supplier:</b> Nonprofit organization submitting a Proposal to this RFQ. Also referred to "Supplier."   |
| <b>Transitional Housing Program:</b> Temporary housing intended to stabilize clients and facilitate the movement of homeless or unstably housed individuals to permanent housing.   |
| <b>TAYA:</b> Transitional Age Young Adults.   |
| <b>TGNC:</b> Transgender & Gender non-Conforming People.  |
| <b>WGR:</b> Women's Gender Responsive   |

## 1.2 Intent of this RFQ

The City and County of San Francisco (“City”) Adult Probation Department (“SFAPD”) seeks Proposals from nonprofit organizations able to **provide housing and supportive services to individuals under SFAPD supervision and other justice-involved individuals, ages 18 and older, who are residents San Francisco.**

It is the intent of SFAPD to execute grant agreements with nonprofit organizations to perform the services described in Section 2 of this RFQ. Any grant agreement resulting from this RFQ will have an original term of two years with an option to extend the term for an additional three-year term, for a total of five years. Depending upon availability of funds, the not-to-exceed annual amount for all the grant agreements, combined, resulting from this RFQ shall be \$15,000,000.

There is no guarantee of a minimum amount of work or compensation for any of the Proposers selected for pre-qualification. SFAPD may select Proposers from the pre-qualified pool in its sole and absolute discretion.

Pre-qualified Proposers must demonstrate specialized knowledge, expertise, and state-of-the-art techniques that are beyond the capabilities of the City’s staff and resources. SFAPD will create a pre-qualified pool of non-profit service providers with experience providing housing services to a high needs justice involved population.

To make its pre-qualification determination, Proposer qualifications, including prior project description information, firm and staff qualifications, proposed budget, and other information, as described herein, will be evaluated.

Any City department may utilize the results of this RFQ.

## 1.3 Background of SFAPD

The San Francisco Adult Probation Department (SFAPD) is an integral partner in the City’s criminal justice system. SFAPD contributes to public safety by supervising clients placed on probation, post release community supervision and mandatory supervision, providing reports to the Superior Court to inform sentencing decisions, and supporting victims of crimes by providing information about their rights. SFAPD’s goal is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

SFAPD supervises adult offenders on court-ordered adult probation supervision, mandatory supervision, post release community supervision, and diversion programs. Supervision of each client is tailored to reflect their public safety risk and is informed by completion of a nationally validated assessment tool, Correctional Offender Management Profiling and Alternative Sanctions (COMPAS). COMPAS assesses both the client’s risk of reoffending and their needs that relate to criminal activity. SFAPD matches clients with appropriate treatment programs, housing, and other services, and assists them with developing the skills needed to live crime-free and productive lives.

SFAPD strives to create an environment in which staff and clients alike have access to culturally and linguistically appropriate services and opportunities. Through its policies, practices, and operations SFAPD demonstrates respect, awareness, and appreciation of clients’ and staff’s beliefs, practices, traditions, religions, history, languages, and criminal histories.

## 2. Scope of Work

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### 2.1 General Information

The scope of work described below is intended as a general guide to the work SFAPD expects to be

performed, and is not a complete listing of all services that may be required or desired.

To minimize duplication of effort and to allow the City to coordinate data requests and data available for previous and future survey projects, the selected Proposer's findings and data gathered may be shared by the City with other City grantees or contractors, as deemed appropriate by the City.

SFAPD seeks Responses from nonprofit organizations with expertise in providing: ***Housing and supportive services to individuals under SFAPD supervision and other justice-involved residents San Francisco.***

## **2.2 Description of Services**

### **A. Target Population**

Individuals under SFAPD supervision, and other justice-involved individuals, ages 18 and older, who are San Francisco residents.

Specialized justice involved populations may include:

- Transitional Age Young Adults (TAYA)
- Transgender Non-Conforming (TGNC)
- Clean and Sober Recovery Housing
- Women's Gender Responsive (WRG)
- Senior Housing
- Mental Health Housing

### **B. Program Requirements and o**

1. Preferably, the Proposer may have site control of a building that has a current master lease or block rental agreement at the time of this response. SFAPD may consider applications from agencies without a block rental or master lease, but the applicant must demonstrate a clear pathway to securing a dedicated site.
2. Provide housing and supportive services to individuals under SFAPD supervision and other justice-involved individuals, ages 18 and older, who are San Francisco residents for a period ranging from 3 to 12 months, or longer contingent on a client's progress and needs.
3. Housing and supportive services for justice-involved clients may include, but are not limited to, clean and sober transitional housing, a rental subsidy program, or other innovative housing services for justice-involved adults.
4. Provide safe and clean, interior and exterior areas, which include access to kitchen facilities, common rooms, linens, dresser, closet, bathroom/shower facilities, and laundry facilities.
5. Ability to collaborate with the CASC's service provider and work closely with the client's case manager and DPO to address the criminogenic needs of clients and may include random drug testing for all clients participating in SFAPD-funded housing.
6. Assist all new clients in creating a CHANGES 311 reservation profile at one of the City's reservation sites.
7. Ensure participants enroll in benefits programs such as County Adult Assistance Program (CAAP), Personal Assisted Employment Services (PAES), CalFresh, Medi-Cal, etc.
8. Assist clients with permanent housing search, completing housing applications, and tracking all submitted housing applications, and placement into permanent housing.
9. If possible, have a 24 hour a day, 7 day a week facility manager or other program staff that is available to respond to a facility and client needs.
10. If possible, have the ability to implement and monitor a rental subsidy component, which assists clients transitioning to permanent housing with move-in costs and possibly a short-term subsidy.
11. Compliance with the Mayor's Office of Disability
12. Compliance with all applicable local, state and federal building, sanitation, health, safety and fire

- codes, as well as City and County zoning and use ordinances.
13. Commit to being part of the City and County of San Francisco's racial equity goals by including information in your Proposal on how your proposed work meets the needs of vulnerable populations in San Francisco and helps to advance racial equity.
  14. Provide funding for rent for an existing transitional housing program for justice involved adults in San Francisco.

### **C. Outcome and Objectives**

- 1) Reduce Homelessness
- 2) Program occupancy shall not drop below 80%.
- 3) Exit to permanent/stable housing.

### **D. Allowable Expenses**

Subject to SFAPD's approval, and contingent on funding availability, the agreement(s) awarded under this RFQ may fund the following allowable expenses: personnel costs, fringe, operating costs, rent or Master Lease costs, utilities, Information Technology (IT) to keep clients connected to services virtually. Please see *RFQ Attachment IV: Project Narrative and Estimated Budget* for more details on narrative and budget requirements. The scope and cost of proposed services will be determined and negotiated by SFAPD.

#### **2.3 Additional As-Needed Services**

Subject to SFAPD's approval, the agreement(s) awarded under this RFQ may be amended in accordance with City requirements to include SFAPD-requested as-needed assistance from the Grantee that is related to the services described in this RFQ. The scope and cost of as- needed services will be determined and negotiated by SFAPD.

## **3. Pre-Submission Information**

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### **3.1 Questions Deadline**

Questions or requests for interpretation will only be accepted by e-mail to [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org) until the RFQ Questions Deadline indicated on the cover page of this RFQ.

Agency questions about compliance with the City's supplier requirements may still be asked and answered by the contacts designated in this RFQ. There is no deadline to submit questions related to compliance with the City's supplier requirements.

There is no deadline to submit questions related to compliance with the City's supplier requirements

### **3.2 Answers and Clarifications**

A summary of the clarifications, questions and answers pertaining to this RFQ will be posted on the San Francisco City Partner website by the date indicated on the cover page of this RFQ: <https://sfcitypartner.sfgov.org/pages/index.aspx>, and on the SFAPD website, <https://sfgov.org/adultprobation/requests-proposals>.

## **4. Submission Requirements**

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### **4.1 Time and Place for Submission of Proposals**

Proposals and all related materials must be received by the Response Deadline indicated on the cover page of this RFQ.

**In order to be considered, Proposals must be e-mailed to Elisa Baeza at [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org) by the specified deadline on the RFQ cover page.**

Proposals submitted by postal mail or fax will not be accepted. Late submissions will not be considered.

## 4.2 Proposal

The following items must be included in your response. ~~and packaged in an envelope- clearly marked **RFQ#APD2020-02 Housing and Supportive Services.**~~

Complete, but concise responses are recommended for ease of review. Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled, and organized in a clear and logical fashion so that Proposal readers can easily understand information. 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)). As long as Proposals adhere to the page limit indicated for each Attachment, Proposals can be single or double spaced. Proposers should use a simple font such as Arial or Times New Roman.

## 4.3 Proposal Content

Organizations interested in responding to this RFQ MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW. All Proposals for funding must be developed using the format below. This is necessary so that all Proposals can receive fair and equal evaluation. *Proposals not following the required format will not be considered for funding.* Information must be at a level of detail that enables effective evaluation and comparison between Proposals by the Evaluation Panel.

**Proposal submission must include the following:**

- A. RFQ Attachment I: Terms and Conditions, signed acknowledgment page only**
  - Use *RFQ Attachment I*
  - Must sign *Attachment I*
  
- B. RFQ Attachment II: Local Business Enterprise (LBE) Certificate of Proof (if applicable) and 501(c)(3) Documentation, and signed acknowledgment page**
  - Use *RFQ Attachment II*
  - Submit ONE (1) signed copy of the attachment
  - Must sign *Attachment II*
  
- C. RFQ Attachment III: City Supplier Administrative Requirements, signed acknowledgement page only**
  - Use *RFQ Attachment III*, signature page only
  - Submit ONE (1) signed copy only
  - Must sign *Attachment III* even if already a City Supplier
  
- D. RFQ Attachment IV: Cover Sheet**
  - Use *RFQ Attachment IV*
  - Submit ONE (1) signed copy pf the attachment
  - Must sign *Attachment IV*
  
- E. RFQ Attachment V: Minimum Qualifications & Prior Project Descriptions**

- Use *RFQ Attachment V* (8-page limit, INCLUDING the length of *RFQ Attachment V* template)
- Please type responses directly onto the template

**F. RFQ Attachment VI: Project Narrative and Budget and Estimated Budget**

- Use *RFQ Attachment VI* (14-page limit, INCLUDING the length of *RFQ Attachment VI* template)
- Please type responses directly onto the template

## **5. Proposal Evaluation and Selection**

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This section describes the criteria that will be used for analyzing and evaluating the Proposals. This Request for Qualifications does not in any way limit SFAPD’s right to solicit contract agreements for similar or identical services if, in SFSFAPD’s sole and absolute discretion, it determines the Proposals are inadequate to satisfy its needs. SFAPD reserves the right not to award any grant agreement under this Request for Qualifications.

### **5.1 Minimum Qualifications**

Any Proposal that does not demonstrate that the Proposer meets the Minimum Qualifications by the Proposal deadline will be issued a notice of non-responsiveness and will not be evaluated or eligible for contract award under this Solicitation.

To meet the minimum qualifications and be deemed eligible for response evaluation, each Proposer must submit and verify the following (See Attachment 2):

- Proposal must meet all submission requirements described in RFQ Section 4.
- Proposal submission must include the required RFQ Attachments I, II, III, IV, V, and VI.
- Proposer must provide details of two (2) Projects that have been operational for a minimum of two (2) consecutive years within the past five (5) years that have provided housing and supportive services to client populations similar to those described in Section 2.2 of this solicitation (e.g., individuals who are under the supervision of SFAPD or other justice-involved adults).

### **5.2 Evaluation Process**

Proposals that meet the Minimum Qualifications will be evaluated on a 100-point scale by an independent evaluation panel. Proposers that meet LBE criteria will receive an additional 5-bonus points (see RFQ Section 4.3). The panel of reviewers will be responsible for evaluating and scoring responses based on agency’s qualifications and demonstrated capacity to deliver services, and proposed services/program model. Thereafter, the panel of reviewers and SFAPD staff will make a recommendation for pre-qualification, and reasonableness of proposed cost.

**To be pre-qualified, Proposers must receive a grand total score that is at or above 70 points.**

### **5.3 Evaluation Criteria (100 Points)**

The Proposals will be evaluated by a review panel comprised of parties with expertise in the community corrections and public safety field. SFAPD intends for the review panel to evaluate the Proposals generally in accordance with the criteria itemized below.

The maximum points any response to this RFQ can earn is 100, plus 5-bonus points if proposers meet LBE status and/or 501c3 Non-Profit Status (see RFQ Cover Sheet). Proposals must earn a minimum of 70 points to be considered for award selection by SFAPD. SFAPD may in its sole discretion select any Proposer that has achieved a minimum of 70 points.

Each of the below sections will be reviewed and score based on the appropriateness of the response

to the questions in each section. Proposals that have been deemed to meet the Minimum Qualifications will be evaluated and scored based on the following evaluation criteria:

|   |   |
|---|---|
| • <b>RFP Attachment I: RFP Terms and Conditions, <u>signed acknowledgment page</u></b>  | Pass/Fail   |
| • <b>RFP Attachment II: Local Business Enterprise (LBE) Certificate of Proof (if applicable) and 501(c)(3) Documentation, and <u>signed acknowledgment page</u></b> | Pass/Fail;<br>510(c)(3) status required;<br>5-Bonus Points if LBE |
| • <b>RFP Attachment III: City Supplier Administrative Requirements, <u>signed acknowledgment page</u></b>   | Pass/Fail   |
| • <b>RFP Attachment IV: RFP Cover Sheet</b>   | Pass/Fail   |
| • <b>RFP Attachment V: RFP Minimum Qualifications &amp; Prior Project Descriptions</b>  | Pass/Fail   |
| • <b>RFP Attachment VI: Project Narrative and Estimated Budget</b>  | 100 Points  |

#### 5.4 Pre-Qualification List Determination

Proposers who score at or above 70 points of the 100 possible points for their written Responses will be qualified to participate in potential contract award negotiations with SFAPD during a period of two (2) years from the Pre-Qualification List Notification date. There is no numerical limit to the number of agencies that may be listed on the Pre-Qualification List Notification.

Upon SFAPD’s conclusion of its Proposal evaluation process, pre-qualified Proposers will be provided with a Pre-Qualification Notification.

#### 5.5 Selection for Award Negotiations and Limitations

Pre-qualified Proposers may be asked to respond to requests for quotes, requests for Proposals or other competitive processes for specific scopes of work to ensure SFAPD receives the best value. Pre-qualified Proposers may be subject to reference checks and/or interviews prior to SFAPD selection for contract/grant negotiations.

If reference checks are needed by SFAPD to confirm Proposer’s experience, they will be used to verify the quality of staffing provided to prior clients, adherence to schedules/budgets, problem-solving capabilities, project management capabilities, and the quality of deliverables and outcomes. Please see *RFQ Attachment I, Section 14, Release of Liability*.

If interviews are required to assist SFAPD with selection for contract/grant negotiations, each Proposer should ensure that its Key Personnel and lead staff of proposed subcontractors to be assigned to SFAPD services attend the interview. Key Personnel must include the proposed Project Manager and/or the proposed point of contact responsible for managing project resources, budget, timeline, deliverables and completion.

SFAPD may select pre-qualified Proposers for contract/grant negotiations without additional selection processes. For a list of all additional terms and conditions of this solicitation and resulting contract(s) or grant(s) from it, please review:

- **RFQ Attachment I: RFQ Terms and Conditions,**
- **RFQ Attachment II: Local Business Enterprise (LBE) Certificate of Proof and/or 501(c)(3) Documentation (LBE), and**
- **RFQ Attachment III: City Supplier Administrative Requirements.**



## 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](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 240153

Bid/RFP #:

### 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

|   |   |
|---|---|
| <b>TYPE OF FILING</b>                                       | <b>DATE OF ORIGINAL FILING (for amendment only)</b> |
| Original  |   |
| <b>AMENDMENT DESCRIPTION – Explain reason for amendment</b> |   |
|   |   |

#### 2. CITY ELECTIVE OFFICE OR BOARD

|                        |                                      |
|------------------------|--------------------------------------|
| <b>OFFICE OR BOARD</b> | <b>NAME OF CITY ELECTIVE OFFICER</b> |
| Board of Supervisors   | Members                              |

#### 3. FILER'S CONTACT

|                                  |                                |
|----------------------------------|--------------------------------|
| <b>NAME OF FILER'S CONTACT</b>   | <b>TELEPHONE NUMBER</b>        |
| Angela Calvillo                  | 415-554-5184                   |
| <b>FULL DEPARTMENT NAME</b>      | <b>EMAIL</b>                   |
| office of the clerk of the Board | Board.of.Supervisors@sfgov.org |

#### 4. CONTRACTING DEPARTMENT CONTACT

|  |  |
|--|--|
| <b>NAME OF DEPARTMENTAL CONTACT</b>        | <b>DEPARTMENT CONTACT TELEPHONE NUMBER</b> |
| Tonya Jones                                | 628-652-2348                               |
| <b>FULL DEPARTMENT NAME</b>                | <b>DEPARTMENT CONTACT EMAIL</b>            |
| ADP Adult Probation Dept. Finance Division | tonya.jones@sfgov.org                      |

| 5. CONTRACTOR  |   |
|--|---|
| <b>NAME OF CONTRACTOR</b><br>Westside Community Mental Health Center -Minna                            | <b>TELEPHONE NUMBER</b><br>415-740-5587     |
| <b>STREET ADDRESS (including City, State and Zip Code)</b><br>1153 Oak Street, San Francisco, CA 94117 | <b>EMAIL</b><br>DONcken@westside-health.org |

| 6. CONTRACT  |                                |  |
|--|--------------------------------|--|
| <b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>  | <b>ORIGINAL BID/RFP NUMBER</b> | <b>FILE NUMBER (If applicable)</b><br>240153 |
| <b>DESCRIPTION OF AMOUNT OF CONTRACT</b><br>Not to exceed \$18,336,834   |                                |  |
| <b>NATURE OF THE CONTRACT (Please describe)</b><br>Resolution approving a second amendment to Contract No. 1000025153 for the Minna Program, a transitional housing and supportive services program between westside Community Mental Health Center and the City and County of San Francisco, acting by and through its Adult Probation Department, to increase the grant amount by \$10,776,676 for a total not to exceed amount of \$18,336,834 and to extend the performance period to April 30, 2027 effective upon approval of this Resolution. |                                |  |

| 7. COMMENTS |
|-------------|
|             |

| 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<br>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  | Rowe                           | Donna        | Board of Directors      |
| 2  | Smith                          | Ebony        | Board of Directors      |
| 3  | Nash                           | Carolyn      | Board of Directors      |
| 4  | Patin                          | Rachele      | Board of Directors      |
| 5  | Jones                          | Dr. Mary Ann | Other Principal Officer |
| 6  |                                |              |                         |
| 7  |                                |              |                         |
| 8  |                                |              |                         |
| 9  |                                |              |                         |
| 10 |                                |              |                         |
| 11 |                                |              |                         |
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| 19 |                                |              |                         |

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| #  | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|--------------------------------|------------|------|
| 20 |                                |            |      |
| 21 |                                |            |      |
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| 38 |                                |            |      |

**9. AFFILIATES AND SUBCONTRACTORS**

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| #  | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|--------------------------------|------------|------|
| 39 |                                |            |      |
| 40 |                                |            |      |
| 41 |                                |            |      |
| 42 |                                |            |      |
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| 48 |                                |            |      |
| 49 |                                |            |      |
| 50 |                                |            |      |

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.**

|   |                           |
|---|---------------------------|
| <p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p><br><br><br><p>BOS Clerk of the Board</p> | <p><b>DATE SIGNED</b></p> |
|---|---------------------------|



## City and County of San Francisco Adult Probation Department

*Protect and Serve the Community, Further Justice, Inspire Change,  
and Prioritize Racial Equity so that all People May Thrive*

Cristel M. Tullock, MSW  
Chief Adult Probation Officer

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DATE: February 16, 2024

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Cristel Tullock, Chief Adult Probation Officer

SUBJECT: Resolution approving an amendment to the grant agreement between the Adult Probation Department and Westside Community Mental Health Center–Minna

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Attached please find the original\* and 1 copy of each of the following:

X Cover Letter for Resolution approving the Second Amendment to Grant Agreement

X Westside First Amendment

X Westside Original Agreement

X Transitional Housing Solicitation

n/a Grant award letter from funding agency

Pending Ethics Form 126 (if applicable)

n/a Leases/Agreements (if applicable)

n/a Other (explain):

**Special Timeline Requirements:** Please schedule for the earliest available date.

**Departmental representative to receive a copy of the adopted resolution:**

Name: Tonya Jones, Senior Analyst Phone: 628-652-2348

Interoffice Mail Address: Adult Probation Department, 945 Bryant Street

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).