

City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Agreement between the City and County of San Francisco and
Leaders in Community Alternatives, Inc.

This Agreement is made this 1 day of June, 2012, in the City and County of San Francisco, State of California, by and between: Leaders in Community Alternatives, Inc., 1035 Market Street, San Francisco, CA 94102 hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the San Francisco Adult Probation Department ("Department") wishes to have the Contractor manage and operate the Community Assessment and Services Center ("CASC") facility, and oversee the delivery of center and off-site reentry support services for clients of the San Francisco Adult Probation Department; and

WHEREAS, a Request for Proposal ("RFP") was issued on January 23, 2012, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4077-11/12 on February 6, 2012.

Now, THEREFORE, the parties agree as follows:

1. **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will 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 the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from June 1, 2012 to June 30, 2017.

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the Chief of Adult Probation, in her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed \$6,142,957 (Six Million One Hundred Forty Two Thousand Nine Hundred Fifty Seven Dollars) as follows:

June 1, 2012 – June 30, 2013 – Not to exceed: \$2,258,879 (\$895,705 to be encumbered in June, 2012 and \$1,663,090 in July, 2012).

July 1, 2013 – June 30, 2014 – To be determined

July 1, 2014 – June 30, 2015 – To be determined

July 1, 2015 – June 30, 2016 – To be determined

July 1, 2016 – June 30, 2017 – To be determined

The breakdown of costs for the period of June 1, 2012 – June 30, 2013 appears in this Agreement as Appendix B, "Project Budget," attached hereto and incorporated by reference as though fully set forth herein. The actual award amount to be realized during the full period of this contract, June 1, 2012 – June 30, 2017 is contingent on the availability of funds for this project each year, and on the satisfactory Contractor performance.

All subsequently negotiated project costs are and will be in line with generally accepted industry standard costs associated with delivering CASC services.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Adult Probation Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. **Disallowance.** If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. **Taxes**

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not

created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5; as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest, (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor

be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.** 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 Contractor 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 Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

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

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy 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.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

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

f. Should any of the required insurance 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.

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor 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 Contractor listed as additional insureds.

k. Any of the terms of conditions of this Section 15 may be waived by the City's Risk Manager in writing, and attached to this Agreement as Appendix C. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

16. **Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. **Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF 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, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Default; Remedies

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

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

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| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

20. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

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

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- 7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- 1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- 2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- 3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

21. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the

performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

22. **Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of 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.

23. **Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

24. **Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: **Lauren Bell, Reentry Services Manager**
San Francisco Adult Probation Department
880 Bryant Street, Room 200
San Francisco, CA 94103
Email: lauren.bell@sfgov.org
Fax: (415) 553-1717

To Contractor: **Linda Connelly, President**
Leaders in Community Alternatives, Inc.
1035 Market Street
San Francisco, CA 94102
Email: lconnelly@lcaservices.com
Fax: 415-546-1932

Any notice of default must be sent by registered mail.

25. **Ownership of Results.** Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

26. **Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs,

videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

27. **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

28. **Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

29. **Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

30. **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

31. **Earned Income Credit (EIC) Forms.** Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If,

within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

32. Local Business Enterprise Utilization; Liquidated Damages

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

b. **Compliance and Enforcement**

1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 8%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

33. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, 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.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor 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, on real property owned by San Francisco, or where work is being performed for the City elsewhere in 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 §12B.2(b) of the San Francisco Administrative Code.

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

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. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$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 Contractor and/or deducted from any payments due Contractor.

34. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco 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 Contractor acknowledges and agrees that he or she has read and understood this section.

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

36. **Drug-Free Workplace Policy.** Contractor 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. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

37. **Resource Conservation.** Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

38. **Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

39. **Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person 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. Information provided which is covered by this paragraph will be made available to the public upon request.

40. **Public Access to Meetings and Records.** If the Contractor 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, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor 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.

41. **Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on

which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

42. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

43. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City

to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

44. First Source Hiring Program

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 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. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractor shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English

language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals;

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.** Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the

insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

45. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to

influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

46. Preservative-treated Wood Containing Arsenic. Contractor 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. Contractor 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 Contractor 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.

47. Modification of Agreement. 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. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

48. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

49. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

50. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

51. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

52. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any

manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

53. **Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

54. **Supervision of Minors.** Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

55. **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.

56. **Protection of Private Information.** Contractor 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. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

57. **Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

58. **Food Service Waste Reduction Requirements.** Effective June 1, 2007, Contractor 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, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor 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 Contractor's failure to comply with this provision.

59. Slavery Era Disclosure

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

b. In the event the Director of Administrative Services finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this Contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor's net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

60. 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.

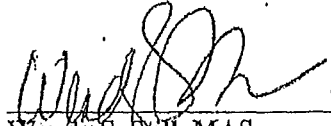
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Leaders in Community Alternatives, Inc.

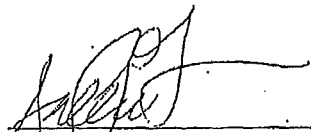

Wendy S. Still, MAS
Chief Adult Probation Officer
San Francisco Adult Probation
Department

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

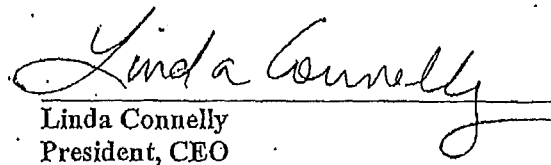
Approved as to Form:

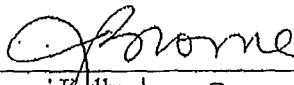
Dennis J. Herrera
City Attorney

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By: 
Sallie Gibson
Deputy City Attorney

Approved:


Linda Connelly
President, CEO
1035 Market Street
San Francisco, CA 94103


Naomi Kelly Jaci Fong
Director of the Office of Contract
Administration, and
Purchaser

City vendor number: 25546

Appendices

- A: Services to be provided by Contractor
- B: Project Budget for the period of June 1, 2012 – June 30, 2013
- C: Insurance Waiv

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Appendix A
Services to be provided by Contractor

1. Description of Services:

The Contractor will manage and operate the Community Assessment and Services Center facility, and oversee the delivery of center and off-site reentry support services for clients of the San Francisco Adult Probation Department.

SCOPE OF WORK

CASC – Service Delivery Responsibilities

A. PRINCIPALS OF EFFECTIVE INTERVENTION

Leaders in Community Alternatives ("LCA") agrees to train all staff on and appropriately integrate the National Institute of Correction's eight evidence-based principles for effective intervention within community corrections into every facet of service delivery. The eight principles are:

- 1) Assess Criminogenic Risks/Needs
- 2) Enhance Intrinsic Motivations
- 3) Target Interventions
 - a. Risk Principle: Prioritize supervision and treatment resources for higher risk offenders.
 - b. Need Principle: Target interventions to criminogenic (correlated to crime) needs.
 - c. Responsivity Principle: Be responsive to temperament, learning style, motivation, culture, and gender when assigning programs.
 - d. Dosage: Structure 40-70% of high-risk offenders' time for three to nine months.
 - e. Treatment Principle: Integrate treatment into the full sentence/sanction requirements.
- 4) Skill Train with Directed Practice (e.g., use cognitive behavioral treatment methods)
- 5) Increase Positive Reinforcement
- 6) Engage Ongoing Support in Natural Communities
- 7) Measure Relevant Processes/Practices
- 8) Provide Measured Feedback

The CASC program design incorporates these principles in services for all clients. Each client will complete a COMPAS risk-assessment (principle 1) with the aim of identifying and targeting interventions (principle 3). All of the services offered are structured to enhance intrinsic motivation (principle 2) and will engage all individuals in skill building activities (principle 4). The services offered will provide positive reinforcement for the development of new skills and behaviors (principle 5) and will support the socialization of individuals as they re-enter their communities (principle 6). In an effort to demonstrate the success of the proposed model, LCA

will measure the implemented practices (principle 7) and will provide measured feedback and outcomes to the SFAPD (principle 8). As established in cooperation with SFAPD and tracked by CASC staff, progress will be measured, including clients' compliance with their COMPAS Individualized Treatment and Rehabilitation Plan attendance, participation in assigned onsite and community activities, completion of components, and any special accomplishments and challenges. Any concerns or problems will be reviewed in the weekly case conferences with SFAPD, with adjustments made as needed.

B. ASSESSMENT, PLANNING AND TREATMENT

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

The CASC services will incorporate and include:

- 1) Gender Responsive Strategies
- 2) Strength Based, Trauma Informed and Family Focused Strategies
- 3) Criminogenic Needs and Community Functioning Factors
- 4) Collaborative and Coordinated Case Conferencing
- 5) Review of COMPAS Assessment and creation of Reentry Services Plan
- 6) Administration of Secondary Assessments
- 7) Coordinated Case Management

C. OVERVIEW OF SERVICE DELIVERY COMPONENTS

LCA, including partner providers, will incorporate tactical strategies previously identified to engage clients and provide services from program referral to completion.

- 1) Reentry Transportation
- 2) Intake
- 3) Orientation and Enrollment
- 4) Rehabilitation Services
- 5) Individualized Case Management, including Clinical Case Management
- 6) Community Service and Activities
- 7) Aftercare Services

D. INCENTIVES, REWARDS, AND REMEDIAL SANCTIONS

The overall LCA CASC program design emphasizes and supports clients' strengths, positive change, and the importance of accountability. Best practices includes providing incentives and rewards for progress and achieving goals, and structured sanctions that are swift and certain when clients do not meet program expectations or personal responsibilities.

CASC Program will utilize the uniform sanctions and incentives matrix developed by SFAPD, to include:

- 1) Incentives and recognition of client achievements.
- 2) Remedial Sanctions, including drug testing, repeated group sessions, extra community service, and others specific to the situation.

E. REHABILITATIVE PROGRAMS

The CASC will offer a full array of on and off site rehabilitative programs designed to successfully transition offenders back into their communities. The interventions and services strive to use evidenced-based curricula whenever available, and to engage clients and address their criminogenic needs and community functioning factors. Clients will be assigned to rehabilitative services in accordance with their Individualized Treatment and Rehabilitation and/or Reentry Services Plan. Requirements for program completion of each component will be identified in the Reentry Services Plan and adjusted, as needed, through case conferences. Program capacity outlined below is based on current funding availability, and will be adjusted based on actual funding received. Programs include:

1. Gender Responsive Treatment and Services for Women Client Groups - LCA

Primary Curriculum: Helping Women Recover: A Program for Treating Substance Abuse – Special Edition for Use in the Criminal Justice System (Covington, Rev. Ed. 2008).

Schedule: The modules will be delivered 2 days a week, 1 ½ hours each, for 9 weeks, for a total of 25.5 hours, and optional 11 sessions delivered 2 days a week, 1 ½ hours each, for 6 weeks, for a total of 16.5 hours. Proposed program capacity is 48 women per year.

Following completion of Helping Women Recover, clients will be assessed, in cooperation with SFAPD, and those in need of further trauma work will continue with additional treatment utilizing Beyond Trauma: A Healing Journey for Women (Covington 2003) to extend and deepen the trauma work introduced in Helping Women Recover. Clients will also be referred to community providers for ongoing gender responsive services.

2. Gender Responsive Treatment and Services for Men Client Groups - LCA

Primary Curriculum: Seeking Safety A Treatment Manual for PTSD and Substance Abuse (Najavits 2007), a flexible, cognitive-based curriculum designed for co-occurring post traumatic stress disorder and substance use disorder, focusing on coping skills and psychoeducation, with safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions).

Schedule: The modules will be delivered 3 days a week, 1 hour each, for 9 weeks for total of 25 hours. Proposed program capacity is 240 men per year.

3. Cognitive Skills Development - LCA

Primary Curriculum: Thinking for a Change (T4C), (National Institution of Corrections, 3.0 edition), an integrated, cognitive behavior change program for offenders. It is

anticipated that this core program will be included in the Reentry Services Plan for the majority of CASC clients. The three components of T4C are: cognitive self-change, social skills, and problem-solving skills.

Schedule: The modules will be delivered 3 days a week, 1½ hours each, for 9 weeks for a total of 37.5 hours (excluding optional sessions). Proposed program capacity is 420 clients per year.

4. Anger Management - LCA

Primary Curriculum: Anger Management for Substance Abuse and Mental Health Clients – A Cognitive Behavioral Therapy Manual (Reilly, Shopshire - SAMHSA, 2002)

Schedule: The modules will be delivered once a week, 1½ hour sessions, one a week for 12 weeks, for a total of 18 hours. Proposed program capacity is 96 clients per year

5. Substance Abuse Components – LCA

a. Substance Abuse Education Group

Primary Curriculum: ADDICTION: A Biopsychosocial Model (Terence T. Gorski, 2004): Part 1: Mind-Altering Substances; Part 2: Addictive Risk Factors; Part 3: Substance Abuse and Addiction.

Schedule: The modules will be delivered in 1½ hour sessions, twice a week over 2 weeks, for a total of 6 hours. Proposed program capacity is 48 women and 288 men per year.

b. Outpatient Substance Abuse Treatment

Primary Curriculum: RECOVERY: A Developmental Model (Terence T. Gorski, 2004): Part 1: The Recovery Process; Part 2: Building a Foundation for Recovery; Part 3: Creating Quality Recovery.

Schedule: The modules will be delivered in 1½ hour sessions, twice a week over 2 weeks, for a total of 6 hours. Proposed program capacity is 48 women and 288 men per year.

c. Relapse Prevention Training

Primary Curricula: RELAPSE (Terence T. Gorski, 2004): Session 1 - Basic Principles; Session 2 - Relapse Warning Signs; Sessions 3 and 4: Managing Relapse Warning Signs. The Relapse Prevention Training groups will then utilize: Relapse Prevention Therapy Workbook: Identifying Early Warning Signs Related to Personality and Lifestyle Problems (Terence T. Gorski and Stephen F. Grinstead, 2010)

Schedule: The modules will be delivered 2 days a week, 1 hour each, for 10 weeks for a total of 20 hours. Proposed program capacity is 48 women and 288 men per year.

6. Life Skills Development Training – To be provided by community partner, CJCJ

Primary Curriculum: Northern California Service League Life Skills and Employment Readiness Program. That program covers such topics as self assessment, communications, job search techniques and interview skills. CJCJ transitional services specialist will also offer supportive services to CASC case managers for clients that are preparing for program discharge. Emphasis will be placed on budgeting, money management, technology, finding a safe place to live, nutrition, exercise, and many other topics designed to help clients live successfully in the community. The Transitional Specialist will provide a full range of resource development and service referrals to CASC clients returning to the community.

Schedule: The modules will be delivered 5 days per week, 4 hours each, for 1 week for a total of 20 hours. This program will be provided once per month. Proposed program capacity is 300 clients per year.

7. Parenting Skills Training – Funding contingent – Community Works

Primary Curriculum: Parenting Inside Out, an evidenced-based, cognitive-behavioral parenting curriculum.

Schedule: The modules will be delivered 3 sessions per week, 1 ½ hours each, for 16 weeks, for a total of 72 hours. Proposed program capacity is 48 clients per year.

8. Education/High School Diploma/GED – Five Keys Charter High School

Schedule: A classroom will be devoted 5 days a week, 8 hours a day. Program capacity will be established by Five Keys.

9. Employment Services – Anders and Anders/BHPMSS/CJCJ

a) Employment Readiness

Primary Curriculum: Makin' It Work for (Ex) Offenders in Transition (Dr. Steve Parese), specifically designed for ex-offenders. CJCJ transitional services or other curriculum may also be used.

Schedule: A classroom will be devoted 5 days a week, 8 hours a day. The curriculum will be delivered 2 days a week, 1 ½ hours each, for 5 weeks, for a total of 15 hours. Proposed program capacity is 480 clients per year.

b) Vocational Services

Anders and Anders Foundation will bring 1 FTE Employment Specialist to the CASC to provide vocational training and employment assistance to clients for pre-apprenticeship programs. In addition, one-on-one career counseling will be provided. Once placed in

training or on the job, Anders and Anders will establish a weekly retention working relationship with employer and employee to immediately address any concerns or problems.

Additionally, CJCJ operates two federally funded employment programs. CJCJ will move the San Francisco Training Partnership and Homeless Employment Coalition services and staff to the CASC facility, allowing clients easy access to these services. Clients will receive an array of services including assessment and referral to short-term training, counseling, and job placement services. Participants in both of these programs will also receive CJCJ's employment focused life skills trainings. In addition to providing the above described services, CASC clients will be able to receive monetary support through a flexible pool of monies identified to offer clients training and other relevant supportive services. These funds can be utilized for specific vocational trainings, uniform costs, and work equipment and tools, if deemed appropriate and necessary. These funds provide direct assistance to the clients, allowing for better successes among the participant population.

Schedule: A classroom will be devoted 5 days a week, 8 hours a day. Program capacity will vary based on needs of the clients.

10. Recreation and Leisure Activities - LCA

CASC clients will be introduced to physical recreation and multi-cultural celebrations and creative arts events, initially coordinated by staff and volunteers, and subsequently also through their independent exploration.

Schedule: Clients will develop a weekly recreation and leisure plan for pro-social activities in the community with their Case Manager.

11. Physical Health Services – various community providers

CASC clients not eligible for public insurance programs such as Medi-Cal, and who do not have other health insurance, will be enrolled in Healthy San Francisco. LCA has letters of Intent (LOI) from the Transitions Clinic, South of Market Health Center, and St. James Infirmary to accept eligible clients for medical assessment, treatment and care. Additionally we have an LOI from St. Vincent de Paul Society who through their Wellness Center will work on the emotional side of physical health with programs of stress reduction techniques, exercise, spiritual development as well as health topic discussions.

12. Graduations – LCA

To receive A CERTIFICATE OF GRADUATION, clients must satisfactorily complete all of their required individual program components as identified in their Reentry Services Plan, and demonstrate their ability to apply the knowledge and tools they learned.

Schedule: Twice per year.

13. Additional On-site Groups – LCA

LCA Case Managers and other trained staff and interns will facilitate weekday open morning, lunchtime, and evening check-in groups. Open N.A. and A.A. Meetings. The Community Room will have current resource information including community events and services.

Schedule: vary - during CASC hours of operation.

14. Recovery and Faith-Based Activities – various groups

Throughout the CASC program, clients will be provided with information if they choose to explore and join organizations offering spiritual and healing groups and activities. Clients will be provided extensive recovery group resource information.

15. Creative Arts – Community Works

Community Works will conduct active Creative Arts groups at the CASC.

Schedule: vary - during CASC hours of operation.

16. Clothing Closet - LCA

The CASC will work with various community groups to establish a clothing closet on-site at the facility.

17. Childcare - LCA

LCA is will partner with Community Works for the parenting portion of the CASC. Case Managers will develop a childcare plan with each client who has children. Referrals will be made to agencies which offer multi-lingual family services, including child care.

18. Food Service - BHPMSS

The CASC will provide wholesome and nutritionally balanced meals 5 days per week for clients who spend four or more hours engaged in programming a day. Bayview Hunters Point Multipurpose Senior Services or another approved provider of food services will be responsible for the food service. Programming will include nutrition education, information on shopping and preparation, and also the opportunity to learn about foods of different cultures, expanded to include information on multicultural music, art, and lifestyles.

19. Saturday Services - LCA

Case Managers and other program staff will rotate coverage, supported by security staff. There will be a morning 12-Step meeting, a review of available weekend recreation and community service projects, and the resource guides. Computer stations will be available for client use. The on-duty Case Manager will have individual meetings with clients to address any immediate concerns. Rehabilitative programming will be available for working clients.

20. Alumni Group program - LCA

LCA Milestones program demonstrated the invaluable contribution of an active alumni group, for the alumni themselves supporting each other, and as role models and support to current clients, the program, and the community. Alumni co-facilitated cognitive-behavioral and recovery groups, led groups for community recreation and cultural activities, provided peer support on a 1:1 basis, and led the weekly Sunday evening group meeting.

CASC will establish and strongly support an active Alumni Group with similar invaluable contributions and benefits to the clients and the program. Representative members selected by the Alumni Group, along with current clients, will serve on a Client Advisory Board.

21. Community Advisory Board

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

CASC - Facility Oversight and Operations Responsibilities

Facility and Grounds requirements:

1. The CASC facility must be used exclusively for serving the target population and the staff associated with the program.
2. The CASC must be and remain in compliance with all applicable building, sanitation, health, safety and fire codes, as well as city and county zoning and use ordinances.
3. The CASC will have a plan for onsite security/monitoring of all equipment, supplies, staff and clients. The plan will include monitoring and oversight of entry and exit traffic and will ensure a sign-in/sign-out protocol for all facility visitors.
4. Clients will be prohibited from loitering outside of the facility.
5. The facility will include a staffed reception lobby for CASC services. The SFAPD will staff a separate SFAPD lobby.
6. The CASC should provide a cheerful décor and color-coordinated furnishings for the facility with special emphasis on the lobby, hallways, classrooms and treatment restrooms, and dining area (eating and break room).

7. The CASC must have sufficient space designated for clients to take scheduled breaks and eat lunch.
8. The CASC must provide for multiple classrooms to permit training and services to be offered simultaneously.
9. The facility must provide an adequate number of functional, clean, bathrooms in accordance with City and County of San Francisco standards. The sinks shall provide both hot and cold water. Hand soap, paper towels, paper seat covers should be available. Restrooms must be considerate of gender needs and be separately located. Restrooms must be in compliance with the Americans with Disabilities Act (ADA).
10. Client restrooms shall not be co-located with the restrooms for staff.
11. If urinalysis testing is phased into programming, there must be a restroom for urinalysis testing.
12. The CASC kitchen, cafeteria, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service and preparation areas must meet all applicable health and sanitation code standards. Accommodations shall be made for participants with disabilities.
13. The CASC shall provide a wholesome and nutritionally balanced lunch a minimum of 5 days per week for all program participants who spend 4 or more hours engaged in programming on a given day. The CASC will be considerate of general health and dietary restrictions and food prohibitions associated with cultural and religious traditions.
14. LCA shall regularly inspect the facility for pest infestation and shall maintain pest control services to ensure the facility is free of insect and rodent infestation. Documentation of pest control services will be maintained at the facility and made available to the SFAPD staff upon request.
15. The CASC shall have proper lighting, heating, and ventilation.
16. The CASC shall have a secured maintenance room for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets, etc.) and shall be equipped with a utility sink. The facility, equipment, furniture, appliances, etc. shall be kept clean and in good operating condition at all times and replaced when necessary.
17. The CASC shall have a plan to ensure comprehensive janitorial services.
18. All repairs including plumbing, electrical and/or structural which affect the health and safety of any occupant must be made within 48 hours of discovery and at the LCA's expense. LCA must notify the SFAPD Reentry Services Manager immediately.
19. LCA will ensure safety and security of facility exterior, interior, equipment, supplies, staff, clients and all client information.
20. If LCA anticipates transporting participants via a private vehicle, all staff shall possess a valid driver's license and the vehicle shall be fully insured.
21. LCA shall have written CASC policies and procedures in accordance with SFAPD's regulations. This policies and procedures will be submitted to the SFAPD Reentry Division for retention in the case file.
22. All CASC staff shall be trained and certified in first aid, including cardiopulmonary resuscitation (CPR) within the first six weeks of employment and remain current throughout their employment relative to this contract. A record of first aid training shall be maintained on file by the LCA.

23. Fully stocked first aid kits will be readily available throughout the facility. The telephone numbers of all local emergency service agencies shall be posted and readily available to all staff.
24. No Smoking signs shall be posted in full view of the participants, staff and visitors.

Security and Safety Requirements:

1. **Facility Security** – The safety and security of clients, staff and visitors is of paramount importance.
 - a. LCA staff and on site security protocols will take a dignified and reasonable approach to ensuring that the facility is free of weapons and contraband, and protected from outside intrusions. Daily security and perimeter inspection of the facility will make certain that functioning locks and latches are on all windows, doors and gates, and that electrical lighting (inside and out) is operating properly. Door alarms may be used to eliminate unauthorized egress or ingress during evening and night hours. Security policies shall ensure that the clients are not locked inside the facility at any time.
 - b. Given the large number of offenders in the facility at any given time, all staff should be adequately trained in effective relationship building, de-escalation strategies, and emergency response and evacuation protocols. CASC monitors that play a security leadership role should make routine safety checks throughout the facility, and be primarily responsible for prompting attention towards any lighting, signage, training or other upgrade that is needed to further ensure the safety of people and property at the CASC.
2. **Case Files**
 - a. LCA will develop and maintain properly organized participant files and secure them in a locked file cabinet or drawer. Files shall be considered confidential and protected from any unauthorized use or disclosure. Electronic client files will be held to the same security standard as hard copy files. The CASC will have written procedures for the release of case file information to include: 1) the participant's signed and dated Release of Information Form, 2) the name of the person, agency or organization to whom the information was released, and 3) the signature of the employee who released the information and date of release.
3. **Searches and Contraband**
 - a. Whereas safety and security of CASC persons and property is of paramount importance, and whereas SFAPD and CASC staff will take a responsible harm reduction approach to addressing client substance abuse issues, CASC will create and honor a dignified contraband search and client substance use response policy that will be in compliance with SFAPD regulations, policies, and procedures. Clients that enter the CASC are subject to search. Any findings of contraband and/or signs of substance abuse shall be reported to the SFAPD staff as soon as possible after

discovery. SFAPD and CASC staff will follow an agreed upon protocol for responding to contraband, weapons and substance use.

4. Disturbance Control Plan

- a. LCA will have a written Disturbance Control Plan in the event of a major disturbance such as riots, strikes, attacks upon staff, visitors or participants, explosions or fires, suicides or attempted suicides, natural disasters; and accidental injuries to staff and others. The plan shall include assistance from local law enforcement and/or emergency agencies as circumstances warrant. The development of the Disturbance Control Plan shall be coordinated with the SFAPD Reentry Services Manager. Once the Disturbance Control Plan is developed, LCA will submit a copy to the SFAPD Reentry Services Manager for retention in the contract file.

5. Fire Evacuation Emergency Procedures

- a. LCA will have written procedures pertaining to fire prevention, safety requirements, evacuation and emergency procedures that include instructions for the following:
- o Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number)
 - o Alert notification and/or evacuation of all occupants
 - o Notification of authorities
 - o Control and the extinguishing of fires
 - o Evacuation routes and procedures
 - o Other to be identified procedures

6. Emergency Evacuation Training

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

7. Quarterly Emergency Evacuation Drills

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

8. Posting of Emergency Evacuation Floor Plans

- a. Clear, concise and site-specific emergency evacuation floor plans shall be posted as appropriate at every occupied floor location throughout the facility. The floor plans

should be located near the identified exit doors on each floor. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

- o Evacuation diagram plan that identifies the "You Are Here," location that is compatible with the building floor plan.
- o Evacuation plans, which include the location of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies.
- o Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new participant upon arrival.

9. Smoke Detectors and Fire Extinguishers

- a. LCA shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations including the kitchen and classrooms. All tests shall be documented and maintained at the facility site.

10. Hazardous, Toxic and Volatile Substances

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

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

2. Data Collection and Reports

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

REPORTING

Monthly and quarterly reports will serve as interim evaluations of CASC successes and challenges, and the annual report will serve as indication of the CASC's progress towards goals, objectives and performance measures.

All CASC information, reports, writings, summary documents or press releases shall be reviewed and approved by the SFAPD prior to dissemination. LCA, and partners associated with the CASC will consult with the SFAPD before publically releasing any CASC related information to the public or other professional groups.

1. Monthly Data Report – Due the 15th of each month for services provided in the previous month.
 - At a minimum the report shall include the data elements listed below in the section entitled "Monthly Data Collection". The SFAPD will work with the Contractor to identify additional pertinent client and program data points to be tracked. The monthly data report shall also be accompanied by highlights of CASC program and services successes over the month, a list of problems/issues encountered during the month and the plan for resolving them, as well as any major events or activities that are planned for the subsequent month (s). The SFAPD and LCA will work together over the course of the contract to update data collection and monthly information submissions as needed.
2. Monthly Cost Reimbursement Invoice – Due the 5th of each month for previous month's expenditures.
 - Monthly cost reimbursement invoices will reimburse for actual line-item expenses incurred over the month for expenses according to the approved budget in Appendix B of this Agreement. Subsequent to determining the availability of funds each year during the contract period of June 1, 2012 – June 30, 2017, the SFAPD and Contractor will re-negotiate the project budget so that it reflects actually available funds for a subsequent period, and agreed upon CASC services, activities and performance measures. All negotiated costs will reflect industry standards for delivering services and will never exceed the total approved amount of this contract.
3. Quarterly CASC Program Report – Will be due Oct. 15th (for the period of June 1 – September 30), January 15th (for the period of October 1 thru December 31), April 15th (for the period of January thru March 31) and July 15th. The July 15th report will serve as a cumulative annual report.
 - The quarterly report information will include analysis that builds off of the monthly data reports.
 - The report will provide a succinct description of the key CASC services provided during the time period, as well as a report back on baseline information, and progress towards the below goals, objectives and performance measures.

- Quarterly data analysis should suggest what the data indicates about client demographics and needs, as well as any system or service improvements that could be made to further the success of the CASC.
- The 4th quarterly report will be a cumulative annual report.

4. Annual CASC Program Report

- The annual report should provide a cumulative qualitative and quantitative analysis of monthly data and quarterly report information, as well as a robust report-back of CASC activities, successes and challenges over the year.
- The Annual Report will be shared with San Francisco Mayor Ed Lee, the San Francisco Board of Supervisors and other policy and political stakeholders that are interested in high-impact criminal justice reform. To maintain broad-based support of this project, the CASC will need to show results.

MONTHLY DATA COLLECTION

The SFAPD and Contractor will continue to refine participant and program data elements during the initial and subsequent contract terms. The below represents the *minimum* data collection requirements - the Contractor should report back on the information on a monthly and quarterly basis as per the above instruction.

CLIENT/General Intake/Enrollment Data Points

- Unique identifier for each client.
- CASC Intake, Enrollment, Orientation, ITRP and Referral dates.
- Participant SFAPD Number.
- COMPAS completed (Y/N)
- ITRP completed (Y/N)
- Secondary Assessments Completed.
- Personal Service Plan reflective of COMPAS, ITRP and as appropriate Secondary Assessment Results (Y/N)
- Participant Full Name.
- Participant Date of Birth.
- Gender.
- Sexual Orientation.
- Race and Ethnicity.
- Preferred Language.
- Current living situation.
- History of Mental/Behavioral Health Challenges (Y/N)
- Medication (Y/N – Detail any current medications)
- Homeless (Y/N)
- Highest level of education completed.

- Ever expelled from school (Y/N)
- Employment status prior to admission to CASC.
- Ever work full-time for one employer for six months or more (Y/N)
- If employed, full-time/part-time, start date, end date, wages, and occupation.
- Ever fired from a job (Y/N).
- Marital or Domestic Partnership Status.
- Disability (Y/N – Describe).
- Number of prior substance abuse treatment episodes.
- Victim of domestic violence or physical abuse (Y/N).
- Physical health diagnosis (Y/N – describe)
- Dental needs (Y/N – describe)
- Victim of sexual abuse (Y/N).
- Number of children and living arrangement of each child.
- Name and date of birth of each child.
- Primary caretaker of children (Y/N).
- Age at first drug/alcohol use.
- Number of years of problem use.
- Primary/secondary drug of choice.
- Age at first arrest.
- Involvement in Dependency or Delinquency systems (Y/N).
- Prior Service in the Military (Y/N).
- Number of prior arrests.
- Ever in jail for a probation violation (Y/N).
- Family structure (close relatives and living arrangements of each).

PROGRAMMATIC Data Points (Not captured in the performance measures section)

- # of reentry transportation requests made.
- # of reentry transports completed.
- # of new people referred into Remedial Sanctions program
- % of participants that completed their required Remedial Sanctions
- # of participants assessed for income benefits or who obtained transitional or unsubsidized employment during the period
- % of people that were not approved for income benefits (provide a summary of denial circumstances in quarterly narrative)
- % of all people that demonstrated increased income as a result of employment, benefits acquisition, etc.

QUARTERLY AND ANNUAL REPORT INFORMATION

BASELINE INFORMATION – Quarterly and annual reports should include a report back on the below baseline information.

- What is the baseline recidivism rate
- What is the target population
- How many staff provide direct services
- How many participants were eligible to participate in the time period
- How many of the total eligible participants were medium to high risk
- Of the eligible medium to high risk referrals, how many were enrolled (completed CASC intake/assessment and orientation).
- Of those enrolled, how many showed up for a first class
- Of those that showed up for a first class, how many maintained an active CASC program status during the reporting period? (Active status means that a participant participated in CASC services during the month of the closing reporting period).

GOALS, OBJECTIVES AND PERFORMANCE MEASURES – Quarterly and annual reports should document progress towards the below goals, objectives and performance measures.

Goals

- Reduce recidivism amongst target population
- Reduce returns to custody for new arrests
- Reduce arrests amongst target population
- Reduce probation violations amongst target population

Objectives

- 50 percent of clients will complete ITRP/Reentry Services Plan goals at CASC.
- Of the 50 percent who met their ITRP treatment goals, 60 percent will be in stable housing, gainfully employed, or enrolled in an education program, trade school, community college, or an adult education program.
- A minimum of 10 percent of clients will participate in the Alumni Group for a minimum of 6 months.

Performance Measures

ASSESSMENT AND ITRP/REENTRY SERVICES PLAN SUMMARY

- Does the program use a risk/need assessment?
- How many enrolled CASC participants completed a risk/need assessment?
- How many new participants were medium and high risk?
- How many total participants are medium and high risk?
- How many new participants completed an ITRP and/or Reentry Services Plan?
- How many total participants completed an ITRP and/or Reentry Services Plan?

SUCCESSFUL COMPLETIONS AND INCOMPLETIONS

- Define successful completion for the reentry program.
- What is the expected reentry program length?
- What was the average length of program participation?
- Have any participants successfully completed?
- How many people did not complete and for what reasons:
 - Failure to meet program requirements
 - Court or criminal involvement (technical violation, arrest, conviction, revocation, re-incarceration)
 - Lack of engagement
 - Absconding
 - Relocating or case transfer
 - Death or serious illness
 - Other

RECIDIVISM – IN-PROGRAM

The Contractor will work with the SF Adult Probation Department to ascertain the following information which will be verified through SFAPD client files, the SF CMS system and as needed the State CLETS system.

How many individuals participating in the program had been released 1 – 180 days ago?

How many participants had any court and/or criminal involvement while participating in the reentry program and who were released from jail/prison 1 to 180 days ago (total):

- Technical Violation
- Arrest
- Conviction
- Revocation
- Re-incarceration

How many individuals participating in the program had been released 181 or more days ago?

How many participants had any court and/or criminal involvement while participating in the reentry program and who were released from jail/prison 181 or more days ago (total):

- Technical Violation
- Arrest
- Conviction
- Revocation
- Re-incarceration

RECIDIVISM – PROGRAM COMPLETION

The Contractor will work with the SF Adult Probation Department to ascertain the following information which will be verified through SFAPD client files, the SF CMS system and as needed the State CLETS system.

How many participants successfully completed program requirements?

Enter the number of participants who had a NEW court and/or criminal offense after successfully completing the reentry program

- Technical Violation
- Arrest
- Conviction
- Revocation
- Re-incarceration

SERVICES PERFORMANCE MEASURES

Notes:

- **Participants that needed "x" service** = The service was documented in his/her ITRP or Reentry Services Plan.
- **Enrolled** = Participant completed CASC Intake, Assessment and Orientation
- **Actively Engaged** = Participant attended at least one class within one month of the closing of the reporting period (e.g., if the reporting period closes on December 31st, the participant would have attended at least one class during the period of December 1 – December 31).
- **Completed** = The participant completed the requisite number of classes as per his/her ITRP or Reentry Services Plan.

Cognitive Based Services (Thinking for a Change)

- How many new participants needed cognitive based services this quarter based on their ITRP or Reentry Services Plan?
- How many total participants have needed cognitive based services based on their ITRP or Reentry Services Plan (cumulative number of participants per quarter or annum)?
- Does the CASC refer participants out to receive cognitive based services? Y/N
- How many new participants were referred out? (Of x new, x were referred out)
- How many total participants have been referred out (Of total x, a total of x have been referred out)?
- Does the CASC provide cognitive based services directly to participants? Y/N
- How many new participants were enrolled in cognitive based services that were provided directly by the CASC? (Of x new, x received services directly)
- How many total participants were enrolled in cognitive based services that were provided directly by the CASC? (Of total x, a total of x have received services directly).
- How many total participants were actively engaged in (i.e., last class attended was within one month of the closing of the reporting period) cognitive behavior services? How many were referred out? How many received services directly?
- How many total participants completed cognitive behavioral services as per their ITRP or Reentry Services Plan? How many were referred out? How many received services directly?

Mental Health Services

- How many new participants needed mental health services this quarter based on their ITRP or Reentry Services Plan?
- How many total participants have needed mental health services based on their ITRP or Reentry Services Plan (cumulative number of participants per quarter or annum)?
- Does the CASC refer participants out to receive mental health services? Y/N
- How many new participants were referred out? (Of x new, x were referred out)
- How many total participants have been referred out (Of total x, a total of x have been referred out)?
- Does the CASC provide mental health services directly to participants? Y/N
- How many new participants were enrolled in mental health services that were provided directly by the CASC? (Of x new, x received services directly)
- How many total participants were enrolled in mental health services that were provided directly by the CASC? (Of total x, a total of x received services directly).
- How many total participants were actively engaged in (last class/session attended was within one month of the closing of the reporting period) mental health services? How many were referred out? How many received services directly?
- How many total participants completed mental health services as per their ITRP or Reentry Services Plan? How many were referred out? How many received services directly.

Substance Abuse Services

Notes: Substance abuse services include residential, outpatient and relapse prevention services.

- New Participants = total number of participants that received any of the three components,
- Total Participants = total number of participants that received any of the three components,
- Enrolled Participants = participants enrolled into any one of the three components,
- Participants Actively Engaged = actively engaged in any one of the three components and
- Completed = participants that completed any one of the three components.

Please use the narrative to describe circumstances in which a client may be receiving more than one component at one time.

- How many new participants needed substance abuse services this quarter based on their ITRP or Reentry Services Plan?
- How many total participants have needed substance abuse services based on their ITRP or Reentry Services Plan (cumulative number of participants per quarter or annum)?
- Does the CASC refer participants out to receive substance abuse services? Y/N
- How many new participants were referred out? (Of x new, x were referred out)

- How many total participants have been referred out (Of total x, a total of x have been referred out)?
- Does the CASC provide substance abuse services directly to participants? Y/N
- How many new participants were enrolled in substance abuse services that were provided directly by the CASC? (Of x new, x received services directly)
- How many total participants were enrolled in substance abuse services that were provided directly by the CASC? (Of total x, a total of x received services directly).
- How many total participants were actively engaged in (last class/session attended was within one month of the closing of the reporting period) substance abuse services? How many were referred out? How many received services directly?
- How many total participants completed substance abuse services as per their ITRP or Reentry Services Plan? How many were referred out? How many received services directly.

Employment Services

Note: Employment Services includes employment readiness (which includes life skills, career search and job development, transitional job, and job placement services,) and vocational training.

- New Participants = total number of participants that received any of the components,
- Total Participants = total number of participants that received any of the components,
- Enrolled Participants = participants enrolled into any one of the three components,
- Participants Actively Engaged = actively engaged in any one of the three components and
- Completed = participants that completed any one of the three components.

Please use the narrative to describe circumstances in which a client may be receiving more than one component at one time.

- How many new participants needed employment services this quarter based on their ITRP or Reentry Services Plan?
- How many total participants have needed employment services based on their ITRP or Reentry Services Plan (cumulative number of participants per quarter or annum)?
- Does the CASC refer participants out to receive employment services? Y/N
- How many new participants were referred out? (Of x new, x were referred out)
- How many total participants have been referred out (Of total x, a total of x have been referred out)?
- Does the CASC provide employment services directly to participants? Y/N
- How many new participants were enrolled in employment services that were provided directly by the CASC? (Of x new, x received services directly)
- How many total participants were enrolled in employment services that were provided directly by the CASC? (Of total x, a total of x received services directly).

- How many total participants were actively engaged in (last class/session attended was within one month of the closing of the reporting period) employment services? How many were referred out? How many received services directly?
- How many total participants completed employment services as per their ITRP or Reentry Services Plan? How many were referred out? How many received services directly?
- How many participants who were provided with employment services directly by the CASC obtained employment?
- How many participants who were provided with employment services directly by the CASC have been employed for three or more months?
- How many participants who were provided with employment services directly by the CASC have been employed for 6 or more months?

Educational Services

- How many new participants needed education services this quarter based on their ITRP or Reentry Services Plan?
- How many total participants have needed education services based on their ITRP or Reentry Services Plan (cumulative number of participants per quarter or annum)?
- Does the CASC refer participants out to receive education services? Y/N
- How many new participants were referred out? (Of x new, x were referred out)
- How many total participants have been referred out (Of total x, a total of x have been referred out)?
- Does the CASC provide education services directly to participants? Y/N
- How many new participants were enrolled in educational services that were provided directly by the CASC? (Of x new, x received services directly)
- How many total participants were enrolled in educational services that were provided directly by the CASC? (Of total x, a total of x received services directly).
- How many total participants were actively engaged in (last class/session attended was within one month of the closing of the reporting period) educational services? How many were referred out? How many received services directly?
- How many total participants completed educational services as per their ITRP or Reentry Services Plan? How many were referred out? How many received services directly?
- How many participants that were directly provided with educational services received a GED certificate?
- How many participants that were directly provided with educational services received a High School Diploma?
- How many participants who were directly provided with educational services obtained a vocational certificate?
- How many participants who were directly provided with educational services obtained higher education?

Housing Services

- How many new participants needed housing services this quarter based on their ITRP or Reentry Services Plan?
- How many total participants have needed housing services based on their ITRP or Reentry Services Plan (cumulative number of participants per quarter or annum)?
- Does the CASC refer participants out to receive housing services? Y/N
- How many new participants were referred out? (Of x new, x were referred out)
- How many total participants have been referred out (Of total x, a total of x have been referred out)?
- Does the CASC provide housing services directly to participants? Y/N
- How many new participants were enrolled in housing services that were provided directly by the CASC? (Of x new, x received services directly)
- How many total participants were enrolled in housing services that were provided directly by the CASC? (Of total x, a total of x received services directly).
- How many total participants were actively engaged in (last class/session attended was within one month of the closing of the reporting period) housing services? How many were referred out? How many received services directly?
- How many total participants completed housing services as per their ITRP or Reentry Services Plan? How many were referred out? How many received services directly?
- How many participants who were directly provided with services obtained housing?
- How many participants who were directly provided with services were housed for 3 or more months?
- How many participants who were directly provided with services were housed for 6 or more months?

Anger Management

- How many new participants needed anger management services this quarter based on their ITRP or Reentry Services Plan?
- How many total participants have needed anger management services based on their ITRP or Reentry Services Plan (cumulative number of participants per quarter or annum)?
- Does the CASC refer participants out to receive anger management services? Y/N
- How many new participants were referred out? (Of x new, x were referred out)
- How many total participants have been referred out (Of total x, a total of x have been referred out)?
- Does the CASC provide anger management services directly to participants? Y/N
- How many new participants were enrolled in anger management services that were provided directly by the CASC? (Of x new, x received services directly)
- How many total participants were enrolled in anger management services that were provided directly by the CASC? (Of total x, a total of x received services directly).

- How many total participants were actively engaged in (last class attended was within one month of the closing of the reporting period) anger management services? How many were referred out? How many received services directly?
- How many total participants completed anger management services as per their ITRP or Reentry Services Plan? How many were referred out? How many received services directly?

Parenting

- How many new participants needed parenting services this quarter based on their ITRP or Reentry Services Plan?
- How many total participants have needed parenting services based on their ITRP or Reentry Services Plan (cumulative number of participants per quarter or annum)?
- Does the CASC refer participants out to receive parenting services? Y/N
- How many new participants were referred out? (Of x new, x were referred out)
- How many total participants have been referred out (Of total x, a total of x have been referred out)?
- Does the CASC provide parenting services directly to participants? Y/N
- How many new participants were enrolled in parenting services that were provided directly by the CASC? (Of x new, x received services directly)
- How many total participants were enrolled in parenting services that were provided directly by the CASC? (Of total x, a total of x received services directly).
- How many total participants were actively engaged in (last class attended was within one month of the closing of the reporting period) parenting services? How many were referred out? How many received services directly?
- How many total participants completed parenting services as per their ITRP or Reentry Services Plan? How many were referred out? How many received services directly?

Recreation and Leisure Activities

- How many new participants were enrolled in recreation and leisure services this quarter?
- How many total participants are enrolled in recreation and leisure activities?
- How many total participants were actively engaged in (last class/outing attended was within one month of the closing of the reporting period) recreation and leisure activities?

Alumni Group Activities

- How many new participants were enrolled in Alumni Group services this quarter?
- How many total participants are enrolled in the Alumni Group?
- How many total participants were actively engaged in (last class/outing attended was within one month of the closing of the reporting period) the Alumni Group?

Creative Arts Activities

- How many new participants were enrolled in Creative Arts services this quarter?
- How many total participants are enrolled in Creative Arts Activities?
- How many total participants were actively engaged in (last class/outing attended was within one month of the closing of the reporting period) the Creative Arts Activities?
- How many total participants completed Creative Arts Activities as per their ITRP and/or Reentry Services Plan.

All Other Services (Lunch, Clothes, Child Care, Recovery/Faith Based, Saturday Services, Community Advisory Board and Physical Health Services)

- How many new participants were enrolled in each of the above services this quarter?
- How many total participants are enrolled in each of the above services activities?
- How many total participants were actively engaged in (the participant accessed the service at least one time during the month of the closing of the reporting period) each of the services.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the San Francisco Adult Probation Department will be Lauren Bell.

Appendix B
Budget

Full Budget

CASC Budget
Reentry One Stop Center

Detailed Budget for First Year	Annualized Amount	Months	First Contract Period (13 Months)
Personnel	\$ 673,600		\$ 564,601
Fringe Benefits	\$ 174,260		\$ 157,169
TOTAL SALARIES AND FRINGE	\$ 847,860		\$ 721,770
Program Curriculum	\$ 25,000	-	\$ 25,000
Supplies	\$ 9,000	11.0	\$ 8,250
Equipment	\$ 12,480	13.0	\$ 12,200
Travel	\$ 2,400	12.0	\$ 2,400
Client Supportive Services	\$ 8,400	10.0	\$ 7,000
Interpretive Client Services	\$ 6,000	10.0	\$ 5,000
Parenting Skills Training	\$ 12,000	10.0	\$ 10,000
HUD Matching Funds - CJCI	\$ 20,000	10.0	\$ 16,667
Reentry Transportation - Vehicle/Insurance/etc.	\$ 20,000	11.0	\$ 18,333
Rent	\$ 420,000	10.0	\$ 350,000
Utilities	\$ 60,000	10.0	\$ 50,000
Insurance	\$ 12,300	11.0	\$ 11,275
Maintenance/ Repair	\$ 6,000	11.0	\$ 5,500
Communications	\$ 17,400	11.0	\$ 15,950
Training and Education (Staff) (ongoing only)	\$ 9,600	10.0	\$ 8,000
Food	\$ 58,725	9.0	\$ 44,044
Drug Testing	\$ 22,800	9.0	\$ 17,100
Startup Capital Items			\$ 1,070,971
TOTAL NON PERSONNEL ITEMS	\$ 722,105		\$ 1,677,690
<i>Subtotal:</i>	\$ 1,569,965		\$ 2,399,460
Administrative Overhead (12%)	\$ 188,396		\$ 159,419

Total Funding Request	\$ 1,758,361	\$ 2,558,879
Months:	12	13
Per Month	\$ 146,530	\$ 196,837
Total Funding per RFP		\$ 2,558,879
Balance (Deficit)		\$

Personnel and Fringe Benefits Budget

POSITION TITLE	FTE's	ANNUALIZED SALARY	MONTHS WORKED DURING INITIAL CONTRACT TERM	TOTAL BUDGET (INITIAL 13 MONTH CONTRACT TERM)*
CASC Program Director	1.0	\$ 70,000	12.0	\$ 70,000
Asst. Program Director / Financial Manager	1.0	\$ 51,000	10.0	\$ 42,500
Admin Assistant / Intake Specialist	1.0	\$ 35,000	10.0	\$ 29,167
Clinical Supervisor / Lead Case Manager	1.0	\$ 60,000	13.0	\$ 65,000
Case Manager	5.0	\$ 41,600	10.0	\$ 173,333
Seniors Specialist / Case Manager	1.0	\$ 41,600	10.0	\$ 34,667
Employment Specialist	1.0	\$ 41,600	10.0	\$ 34,667
Transitional Specialist	1.0	\$ 41,600	10.0	\$ 34,667
Employment Specialist - HUD Funded	2.0	\$ 116,580	10.0	\$ 194,300
HUD FUNDING			10.0	\$ (194,300)
Security Monitors / Counselors	2.0	\$ 31,200	10.0	\$ 52,000
Transportation Staff	1.0	\$ 31,200	11.0	\$ 28,600
TOTALS	18.0			\$ 564,601
EMPLOYEE FRINGE BENEFITS	(see Narrative for detail)			\$ 157,169
TOTAL SALARIES & BENEFITS				\$ 721,770

Appendix C
Insurance Waiver

ATTACHED