File No. 200876 **Committee Item No.** 6
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee **Date** May 26, 2021

Board of Supervisors Meeting **Date** _____

Cmte Board

Cmte	Board	
☐	☐	**Motion**
☒	☐	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
☒	☐	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form**
☒	☐	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☒	☐	**Contract/Agreement**
☐	☐	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☐	☐	**Application**
☒	☐	**Public Correspondence**

OTHER **(Use back side if additional space is needed)**

☒	☐	Certificate of Insurance
☒	☐	Department Presentations
☐	☐	
☐	☐	
☐	☐	
☐	☐	
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Completed by: Linda Wong **Date** May 21, 2021
Completed by: Linda Wong **Date** _____

[Home Detention Electronic Monitoring Program Rules and Regulations and Program Administrator's Evidence of Financial Responsibility - FY2020-2021]

Resolution approving the Sheriff Office's home detention and electronic monitoring program rules and regulations; and approving evidence of financial responsibility demonstrated by program administrator, Sentinel Offender Services, LLC, for FY2020-2021.

WHEREAS, The Sheriff's Office held a competitive bid process RFP SHF2019-01 Electronic Monitoring and Case Management Services and awarded a contract to Sentinel Offender Services, LLC ("Sentinel") to administer the Sheriff Office's home detention and electronic monitoring program (the "Program"); and

WHEREAS, The Civil Service Commission approved the Professional Services Contract 44727-17/18 with Sentinel on March 4, 2019; and

WHEREAS, California Penal Code Section 1203.016 authorizes the Sheriff, with the approval of the Board of Supervisors, to administer a home detention program for sentenced individuals that may include electronic monitoring ("Program"), pursuant to a written contract with a private entity, subject to the requirement that the Board of Supervisors annually review and approve any rules and regulations the Board may prescribe for the Program and the requirement that such contract include a provision requiring that the contractor demonstrate and submit for approval by the Board of Supervisors evidence of financial responsibility; and

WHEREAS, On August 1, 2019 the Sheriff's Office approved a contract with Sentinel to administer the Program for an approximately three-year term that expires on July 21, 2022, which is on file with the Clerk of the Board of Supervisors in File No. 190673 ("Sentinel Contract"); and

WHEREAS, On July 30, 2019, the Board of Supervisors adopted a resolution, which is on file with the Clerk of the Board of Supervisors in File No. 190673, approving rules and regulations of the Program, as described in Appendix A of the Sentinel Contract, and evidence of Sentinel's financial responsibility (the certificate of insurance required by the Sentinel Contract); and

WHEREAS, On October 8, 2019, The Board of Supervisors adopted a resolution, which is on file with the Clerk of the Board of Supervisors in File No. 190921, retroactively approving the Sentinel Contract; and

WHEREAS, The Program shall be administered by Sentinel pursuant to the rules and regulations set forth in Appendix A of the Sentinel Contract, which is on file with the Clerk of the Board of Supervisors in File No. 190673, and which is hereby declared to be a part of this Resolution as if set forth fully herein; and

WHEREAS, The contract with Sentinel to administer the Program includes a provision that Sentinel demonstrate evidence of financial responsibility by maintaining a current liability insurance policy in the amounts and under conditions sufficient to fully indemnify the City and County of San Francisco for reasonably foreseeable public liability, including defense costs, that may arise from, or be proximately caused by, acts or omissions of the contractor; and

WHEREAS, The Sheriff's Office completed the annual review of the rules and regulations of the Program, set forth in Appendix A of the Sentinel Contract; and

WHEREAS, As a condition of participation, Program participants agree in writing to comply with the Program rules ("Participant Agreement"); and

WHEREAS, At the time of enrollment in the Program, Program participants include on the Participant Agreement the contact information for persons that may be contacted in case of emergency, which may include their attorney's contact information; and

WHEREAS, The Sheriff's Office, whenever possible, contacts Program participants' emergency contacts when the electronic monitoring device battery is getting low and the Sheriff's Office has not been able to reach the client directly; and

WHEREAS, The Public Defender is available to act as their clients' emergency contact if requested by their client; and

WHEREAS, The Sheriff's Office has agreed to modify the Participant Agreement form to include a place for the participant to list their attorney as an additional emergency contact; and

WHEREAS, The Sheriff's Office has agreed to revise the Participant Agreement so that it will include an acknowledgment that participants shall comply with all the conditions required by Penal Code section 1203.016 and court order; and

WHEREAS, Program administrator Sentinel has provided to the Sheriff as evidence of financial responsibility a certificate of current liability insurance, which is on file with the Clerk of the Board of Supervisors in File No. 200876, and which is hereby declared to be part of this Resolution as if set forth fully herein; now, therefore be it

RESOLVED, That the Board of Supervisors approves the Program rules and regulations set forth in Appendix A of the Sentinel Contract, which is on file with the Clerk of the Board of Supervisors in File No. 190673; and be it

FURTHER RESOLVED, That the Board of Supervisors approves the evidence of financial responsibility submitted by Program administrator Sentinel and demonstrated by the certificate of current liability insurance, which is on file with the Clerk of the Board of Supervisors in File No. 200876; and, be it

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

FURTHER RESOLVED, That the Sheriff's Office shall perform an annual review of Sentinel's evidence of financial responsibility, which shall be the certificate of insurance required by the Sentinel Contract, to ensure compliance with any requirements set by the Board of Supervisors and for adjustment of the financial responsibility requirements if warranted by caseload changes or other factors.

CITY AND COUNTY OF SAN FRANCISCO
BOARD OF SUPERVISORS
BUDGET AND LEGISLATIVE ANALYST
1390 Market Street, Suite 1150, San Francisco, CA 94102
(415) 552-9292 FAX (415) 252-0461

Policy Analysis Report

To: Supervisor Walton
From: Budget and Legislative Analyst's Office
Re: Review of Sheriff Department Community-Based Programs and Contracts
Date: December 14, 2020

SUMMARY OF REQUESTED ACTION

Your office requested that the Budget and Legislative Analyst review the community-based and electronic monitoring services contracted by the Sheriff's Department, including spending and Sheriff staffing and how these programs specifically serve the pre-trial and jail population or mirror programs provided by other City departments.

For further information about this report, contact Severin Campbell at the Budget and Legislative Analyst's Office.

Executive Summary

- In California, local Sheriffs are primarily responsible for preserving the peace, arresting law violators, and maintaining County Jails. In support of these duties, the San Francisco Sheriff's Department has developed an array of pretrial, in-custody, reentry, victim's services, and community programs over the past two decades. In FY 2020-21, the Sheriff allocated $12.1 million to programs provided by community based organizations and other contractors, an increase of 74 percent from the approximately $7.0 million allocated to such programs in FY 2017-18.
- In FY 2020-21, the Sheriff's Department allocated $5.8 million to the Pretrial Incarceration Alternatives program, for which the nonprofit SF Pretrial Diversion Project under contract to the Sheriff provides pretrial release assessments and supervision recommendations to the Court. Pretrial release based on risk assessments (as opposed to money bail) are recognized nationally as a best practice for reducing the incarceration of individuals pending trial and securing constitutional due process rights.
- The next largest program is the Sheriff's Electronic Monitoring Program, budgeted at $1.1 million in FY 2020-21, and provided by Sentinel Offender Services, Inc., a for-profit company. Electronic monitoring can be used as an alternative to incarceration at several points during the criminal adjudication process, but only the Court can order electronic monitoring pre-trial. According to information provided by the Sheriff's Department, between 9 and 12 percent of individuals on electronic monitoring from January to June 2020 were recommended for release on their Own

Recognizance with No Active Supervision, indicating the lowest potential risk of failing to appear for hearings or reoffending. Nearly one-half of individuals ordered to electronic monitoring were also ordered by the Court to pretrial supervision or case management as a condition of their release.

- A recent review of existing research by the MacArthur Foundation-supported Safety & Justice Challenge found that electronic monitoring was most effective in reducing recidivism when used in lieu of prison sentences but the evidence was mixed on its use during pre-trial. This review also highlighted potential issues of electronic monitoring "net widening" when used pre-trial. According to the Sheriff's Department, the use of electronic monitoring by the Court pretrial has substantially increased following the Humphrey decision, which requires consideration of a defendant's ability to pay and the least restrictive non-monetary alternative when setting conditions of release. The Sheriff's Department has entered into an agreement with the California Policy Lab to analyze the use and effect of electronic monitoring on defendant case outcomes before and after the Humphrey decision. This analysis is expected to provide estimates of the impact of pretrial supervision and electronic monitoring on court appearance and re-arrest rates. Results are expected within six months.

- The Sheriff's Department has contracts with several community-based organizations to provide in-custody, reentry, victim service, and community programs**.** In-custody programs include violence prevention, substance use treatment, and programs for incarcerated parents. In-custody programs require participants to complete reentry plans, but individuals do not always access services when leaving custody. The Sheriff's re-entry programs start in-custody prior to release and continue in the community after release. These individuals are also likely to be under community supervision by the Adult Probation Department, which also provides reentry services. While these services are voluntary, the continued involvement of the Sheriff's Department, such as through contracted case management services, after an individual has been released from custody may not be appropriate, since these individuals are no longer under the Sheriff's jurisdiction and given the potential overlap with Adult Probation supervision and reentry services

Policy Consideration

- Based on our review, two policy issues merit further Board of Supervisors consideration to ensure efficient and effective provision of services for individuals receiving community-based programs from the Sheriff's Department: (1) the use of electronic monitoring for those awaiting trial, especially the use of electronic monitoring for individuals deemed to be low risk, and the combined used of electronic

monitoring and pretrial supervision; and (2) the extent of coordination among the Sheriff's Department, Adult Probation and other City Departments in providing reentry services for individuals leaving County Jail custody.

- The Board of Supervisors should request the Reentry Council to conduct a review of reentry services, including policy and operational coordination between the Sheriff's Department and Adult Probation Department, and practices to ensure individuals' access to services after release, including potential recommendations to increase efficiency and coordination and streamline the provision of these services.
- The Board of Supervisors should also request the Sentencing Commission or the Safety and Justice Challenge Subcommittee to carry out a cross-agency review of the use of electronic monitoring. Because pretrial electronic monitoring is an action of the Court, this review should include the Court to understand the factors that determine the use of electronic monitoring for low risk individuals, and the concurrent use of electronic monitoring and supervision.

Project staff: Cody Xuereb, Severin Campbell

Table of Contents

1. Overview of the Sheriff's Role and Individuals under the Sheriff's Jurisdiction

Sheriff's Role in San Francisco

According to State law, county sheriffs are primarily responsible for the following duties:

- ***Preserving the peace:*** including sponsoring, supervising or participating in crime prevention and rehabilitation programs (CA Gov. Code Sec. 26600)
- ***Arresting law violators:*** the Sheriff is required to arrest any person who attempts to commit or commits a public offense and bring them before a judge (CA Gov. Code Sec. 26601)
- ***Prevent and suppress riots and breaches of the peace*** (CA Gov. Code Sec. 26602)
- ***Keep and maintain the County Jail*** (CA Gov. Code Sec. 26605)
- ***Serve legal processes and notices:*** including serving court arrest warrants, eviction / possession judgments, etc. (CA Gov. Code Sec. 26607 – 26608.1)
- ***Convene court hearings*** (CA Gov. Code Sec. 26611)

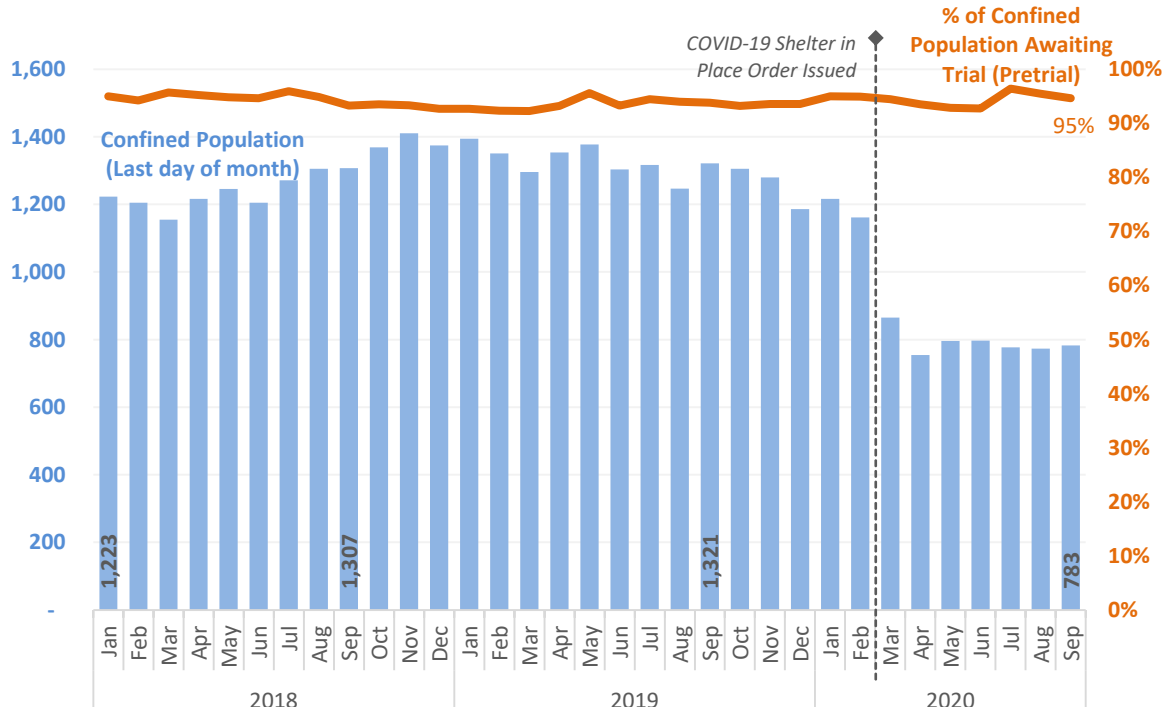
Individuals under the Sheriff's Jurisdiction

According to the latest Sheriff's Department data, on September 30 2020, there were 783 individuals incarcerated in San Francisco County Jails, slightly lower than the average daily population of 889 individuals since the start of the calendar year, and 40 percent lower than September 2019. From January to September 2020, 9,098 individuals had been booked into County Jails and 9,444 released; this is about 30 percent fewer than the bookings and releases for the same periods in 2018 and 2019. Those released had an

average length of stay of 34 days, though half of those released were incarcerated for 2.53 days. This is about 34 and 6 percent higher, respectively, than the same period in 2019, largely due to increases in length of stay during the beginning of the local COVID stay at home order.

Since at least 2018, between 85 to 95 percent of individuals in the Sheriff's custody in county jails are awaiting adjudication of their court case. Most of the remaining incarcerated individuals have been sentenced to serve jail time in county jail. The final group includes individuals being held on arrest warrants and other holds. While the jail population has fallen 40 percent from September 2019 to September 2020, the share of incarcerated individuals awaiting trial has remained largely unchanged. According to separate data submitted to the California Board of State and Community Corrections by the Sheriff's Department, 93 percent of unsentenced individuals were pending adjudication on felony charges as of June 2020 (similar to previous years).

Exhibit 1: San Francisco County Jail Population and Percent of Population Awaiting Trial (Last Day of Month), January 2018 – September 2020



Source: BLA Calculations using Sheriff's Department Data

While most individuals detained pending trial are released relatively quickly (median length of stay was 2.53 days from January to September 2020), recent research indicates that even short periods of detention before trial can have significant negative medium and long term outcomes. A 2019 review found that longer pretrial detention stays had mixed effects on reducing the likelihood of failing to appear for subsequent court dates and that pretrial detentions stays of more than three days increased the likelihood of

conviction due to a greater likelihood to plead guilty and reduced access to legal representation.[1] This review also found that short pretrial detention also increased the risk of future rearrests, especially among low risk individuals.[2]

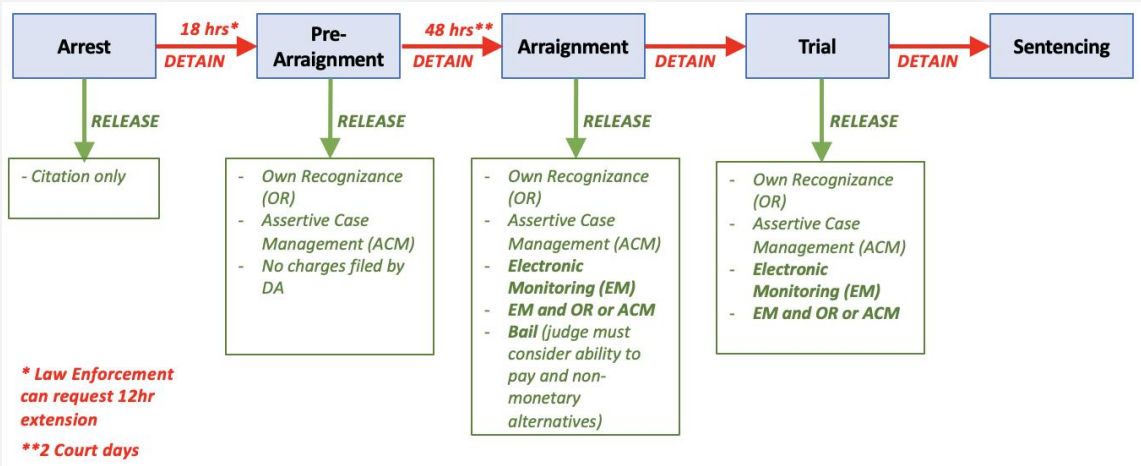
Key Decision Points in the San Francisco Criminal Justice System

The diagram below provides a simplified flow chart for an individual arrested and charged with a crime in San Francisco. The example below mainly focusses on pretrial detention and assumes the defendant does not enter a guilty plea (foregoing a trial) and is not eligible for other diversion programs (i.e. Pretrial Diversion, Behavioral Health Courts).

Two key pretrial decision points at which defendants may be released are:

1) **Pre-Arraignment:** individuals who have not been released with a citation and do not have a disqualifying offense (i.e. more serious and violent offenses or prior serious offenses) are assessed for four potential options by SF Pretrial Diversion Project: Own Recognizance (OR) No Active Supervision, OR Minimum Supervision, Assertive Case Management (ACM) or Release Not Recommended. This recommendation is submitted to a judicial officer within 8 hours and the judge must make a release/ no release recommendation within 18 hours (unless an extension is requested by law enforcement). SF Pretrial's recommendation is based on a risk-assessment known as the Public Safety Assessment and the local "Decision Making Framework" which prescribes one of the four options based on the public safety and failure to appear risk.

2) **Arraignment:** Individuals not released at pre-arraignment are entitled to a hearing within 2 court days to determine whether they will be released pending trial. At this hearing, the judge may place individuals on pretrial supervision (i.e. OR or ACM), Electronic Monitoring, or a combination of both. The judge may also set bail as a condition for release, but, due to the *In Re Humphrey* decision, must consider the defendant's ability to pay bail and non-monetary alternatives.



[1] Leon Digard and Elizabeth Swavola (2019). "Justice Denied: The Harmful and Lasting Effects of Pretrial Detention." Vera Institute of Justice.
[2] Ibid

Local Initiatives to Reduce the Number of Individuals Incarcerated in County Jails

Given concerns with the negative outcomes of incarceration and safety concerns associated with the seismically unsafe County Jail #4 (CJ4), the Board of Supervisors passed an ordinance requiring the closure of CJ4 in 2020. As part of this ordinance[3], the Board of Supervisors established a Safety and Justice Challenge Subcommittee under the Sentencing Commission to make recommendations to sustain reductions in the City's jail population and plan for the closure of CJ4. In its final report, the Subcommittee identified several recommendations for further reducing the jail population including:

1. Expand investments in alternatives to incarceration and community-based supports for communities of color (i.e. through the City Reinvestment Funds initiative approved by the Board of Supervisors as part of the FY 2020-22 Budget),
2. Monitor and expand pretrial review process to review ineligible cases and reduce length of stay,
3. Improve case processing to reduce the length of criminal trials,
4. Increase access to mental health treatment,
5. Develop, publish, and monitor cross-system criminal justice performance and outcome indicators.

While CJ4 was closed on September 4, 2020, these recommendations will likely increase in importance once COVID-19 related public health orders are relaxed and given the ongoing implementation of the pretrial release reforms as part of the City's legal settlement in *Buffin v. San Francisco.*[4]

[3] San Francisco Board of Supervisors, Ordinance 80-20

[4] Following a March 2019 federal court ruling that the California law requiring the use of a fixed bail for pre-arraignment release was unconstitutional, the City reach a settlement in February 2020 which replaced the Sheriff's use of the bail schedule at pre-arraignment with risk-based assessments. The new system requires release recommendations to be presented to the Court for eligible individuals within 8 hours of confirming the defendant's identify or for the Sheriff to decide, using the recommendation, within 18 hours if the Court has not done so. The release recommendation is informed by a Public Safety Assessment (PSA) which is then mapped against the local "Decision Making Framework" matrix to determine whether release is recommended and, if so, the pretrial release conditions.

2. Overview of Community-Based Sheriff Contracts and Program Staffing

Overview of Sheriff Community Based Programs and Contracts

The Sheriff's Department currently funds 18 community-based programs, provided by 10 organizations, with a total budget of $12.1 million for FY 2020-21 and 2021-22. Budgeted expenditures on community-based programs have increased by $5.3 million, or 74 percent from FY 2017-18 to FY 2021-22. For FY 2020-21, almost half of this funding (48 percent or $5.8 million) is for pretrial assessment and supervision services provided to the Court, followed by 9 percent, or $1.1 million for electronic monitoring services. Much of this increase has been tied to recent legal cases which have found the use of money bail without consideration of ability to pay prior to trial to be unconstitutional.[5] The Sheriff's Department has supported these increases and associated bail reform. Exhibit 2 below provides a breakdown of budgeted expenditures by service or program category for FY 2017-18 to 2021-22.

In order to facilitate the review of these programs, we have separated them into the following five categories:

1) **Pretrial and Incarceration Alternatives:** this includes services primarily for individuals who have not yet been sentenced and/or individuals who have been diverted from incarceration through court-ordered alternatives.[6] Programs in this category include pretrial assessment and supervision, electronic monitoring and other incarceration alternatives such as Misdemeanor Behavioral Court Case Management, court-ordered community service, and Pretrial Diversion.

2) **Reentry Services:** this includes services to help incarcerated individuals "reenter" society after serving time in County Jail or state prison as part of a Court sentence. These services start in custody, prior to release, but continue after the individual leaves incarceration. These programs include case management, linkage to other community services including transitional housing or housing vouchers. Examples of these programs include No Violence Alliance (NoVA) Case Management, Discharge Planning, Women's Services and other population-specific services for Transitional Age Youth (TAY) and anger management.

3) **In Custody Programs:** these programs are primarily designed for individuals in the County jails such as domestic violence and restorative justice programming,

[5] Recent rulings in the *Buffin v. San Francisco* and *In Re Humphrey* cases have found that the use of money bail without consideration of ability to pay at the pre-arraignment and arraignment stages is a violation of constitutional due process and equal protection clauses. The 2018 *In Re Humphrey* state appellate court ruling is currently pending review by the California Supreme Court.

[6] For example, pretrial diversion, Deferred Entry of Judgment or participation in collaborative courts

treatment-focused programs, and family visitation. Some of these include reentry planning elements but most do not include services after leaving custody.

4) **Community Engagement and Prevention Programs:** programs intended to foster community engagement, such as the Sheriff's Department Horticultural Training Program for youth and young adults, or aimed at preventing specific outcomes, such as Eviction Assistance.

5) **Victim Services:** programs intended to help victims of crime through crisis counseling and case management, facilitated group programming or involving victims in restorative justice programs with offenders.

Exhibit 2 below provides a breakdown of budgeted spending for each service category from FY 2017-18 to 2021-22.

Exhibit 2: Budgeted Funding for Sheriff Community Based programs and Contracts by Service Category, FY 2017-18 to 2021-22

Service Category	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	*% FY 2020-21 Total*	*% chg: FY 2017-18 to 2021-22*
Pretrial & Incarceration Alternatives [a]	$3,289,030	$5,525,365	$7,316,151	$7,718,224	$7,718,224	*64%*	*135%*
Reentry Services	1,662,996	1,890,810	2,369,730	2,358,243	2,358,243	*19%*	*42%*
In Custody Programs [b]	1,254,007	1,285,358	1,305,040	1,300,890	1,300,890	*11%*	*4%*
Community Engagement & Prevention	483,900	59,825	469,975	470,989	471,598	*4%*	*-3%*
Victim Services	278,812	285,782	286,113	283,842	283,842	*2%*	*2%*
Total	**$6,968,745**	**$9,047,140**	**$11,747,009**	**$12,132,188**	**$12,132,797**	***100%***	***74%***

Source: BLA categorization and calculation based on Sheriff's Department data
Notes: [a] Includes Electronic Monitoring.
[b] Does not include reentry service programs which begin in-custody but primarily provide support once the individual leaves custody (i.e. Discharge Planning, NoVA Case Management, etc.).

Exhibit 3 below provides a detailed breakdown of budgeted spending for Sheriff's Department community-based programs by service category and specific program. This shows that almost two thirds (64 percent, or $7.7 million) of FY 2020-21 and 2021-22 funding was budgeted for Pretrial and Incarceration Alternatives, primarily Pretrial Services and Electronic Monitoring. Just under one fifth of funding (19 percent, or $2.3 million) was budgeted for various reentry services, primarily through the No Violence Alliance (NoVA) Case Management program and project support "FlexFund."

Exhibit 3: Budgeted Funding for Sheriff Community Based programs and Contracts by Service Category and Program

Service Category/ Program	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	% 2021-22
Pretrial / Incarceration Alternatives						
Pretrial Incarceration Alternatives	$2,511,523	$3,331,768	$4,471,357	$5,786,471	$5,786,471	*48%*
Electronic Monitoring	220,187	903,810	1,100,000	1,128,000	1,128,000	*9%*
Pretrial Diversion & Buffin	521,445	1,049,597	1,546,228	550,620	550,620	*5%*
Misdemeanor Behavioral Health Court Case Management	-	203,418	160,875	214,500	214,500	*2%*
Street Environmental Services (DPW Workorder)	35,875	36,772	37,691	38,633	38,633	*0.3%*
Subtotal (Pretrial)	**$3,289,030**	**$5,525,365**	**$7,316,151**	**$7,718,224**	**$7,718,224**	***64%***
In Custody Programs [a]						
RSVP and BIP at Community Correction [b]	$493,314	$505,646	$518,287	$518,287	$518,287	4%
Sisters, Roads & Care Coordinator	461,250	472,782	472,150	468,000	468,000	*4%*
Family Focused Svs for Incarcerated Parents	299,443	306,930	314,603	314,603	314,603	*3%*
Subtotal (In Custody)	**$1,254,007**	**$1,285,358**	**$1,305,040**	**$1,300,890**	**$1,300,890**	**11%**
Reentry Services						
Project Support (FlexFund) [c]	$590,510	$594,625	$1,010,000	$1,010,000	$1,010,000	*8%*
NoVA Case Management	707,011	735,769	805,615	782,395	782,395	*6%*
Women's Services (STAND)	155,324	159,207	163,187	163,187	163,187	*1%*
Discharge Planning	45,700	112,422	131,876	137,422	137,422	*1%*
NoVA Case Management - One Family	105,851	108,497	119,380	122,103	122,103	*1%*
Transitional Age Youth Program	15,000	135,600	93,865	97,329	97,329	*1%*
Intensive Case Management & Mentoring (ICMM)	43,600	44,690	45,807	45,807	45,807	*0.4%*
Subtotal (Reentry Svcs)	**$1,662,996**	**$1,890,810**	**$2,369,730**	**$2,358,243**	**$2,358,243**	**19%**
Victim Services						
Survivor Empowerment Program (SEP) [b]	$186,687	$191,354	$196,138	$196,138	$196,138	2%
Survivor Restoration Services	$92,125	$94,428	$89,975	$87,704	$87,704	*1%*
Subtotal (Victim Svcs)	**$278,812**	**$285,782**	**$286,113**	**$283,842**	**$283,842**	**2%**
Community Engagement & Prevention						
Horticultural Training Program	$425,534	$-	$400,000	$400,000	$400,000	*3%*
Eviction Assistance	58,366	59,825	69,975	70,989	71,598	*1%*
Subtotal (Prevention)	**$483,900**	**$59,825**	**$469,975**	**$470,989**	**$471,598**	***4%***
Grand Total	**$6,968,745**	**$9,047,140**	**$11,747,009**	**$12,132,188**	**$12,132,797**	***100%***

Source: BLA calculations based on Sheriff's Department data

Notes: [a] Does not include reentry service programs which begin in-custody but primarily provide support once the individual leaves custody (i.e. Discharge Planning, NoVA Case Management, etc.).
[b] RSVP, BIP and SEP are included in one contract. According to the Sheriff's Department, 27.5 percent of total funding was for the SEP (victim services program), we assumed this percentage applied to all FYs in the contract.
[c] The increase in funding from FY2018-19 to 2019-20 was due to the addition of five residential treatment beds as part of the Misdemeanor Behavior Health Court program following the expiration of a state grant that previously funded these beds.

Community Based Program Funding Sources

Exhibit 4 below shows that most of the funding for these community-based programs comes from General Fund sources, with 93 percent, or $11.3 million, coming from the City's General Fund. General Fund sources may include State Public Safety Realignment funds (AB109) provided to the City directly and disbursed to the Sheriff's Department. Based on data reported by the City to the Board of State and Community Corrections (BSCC), the Sheriff's Department received $25,194,744 in realignment funds in FY 2019-20, around half was earmarked for "Trial Court/ Court Security" and the remaining $12,367,904 was not specifically designated by use or program. The City received $40,991,102 in total realignment funds in FY 2019-20, $16.7 million went to Adult Probation, $27.2 million to the Sheriff's Department, and $0.7 million each to the District Attorney and Public Defender's Office.

As part of Public Safety Realignment statutes, County Chief Probation Officers are required to chair a "Community Corrections Partnership" (CCP) committee with criminal justice stakeholders to oversee realignment spending and coordination. The CCP is also required to report annually to the Board of State and Community Corrections on spending allocations, uses and progress against joint CCP goals. The latest CCP report for San Francisco for FY 2018-19 provides a breakdown of spending for Adult Probation Department-funded programs but not for the Sheriff's Department funding allocation. According to the Sheriff's Department, these funds are used to support AB109 programming.

Exhibit 4: Budgeted Funding for Sheriff Community Based programs and Contracts by Funding Type, FY 2019-20 to 2021-22

Funding Type	FY 2019-20	FY 2020-21	FY 2021-22	*% chg: FY 2019-20 to 2021-22*
General Fund [a]	$11,013,140	$11,282,837	$11,283,446	*2%*
Non-General Fund	733,869	849,351	849,351	*16%*
Total Budget	**$11,747,009**	**$12,132,188**	**$12,132,797**	***74%***
% General Fund	*94%*	*93%*	*93%*	

Source: BLA calculations based on Sheriff's Department data

Notes: [a] General Fund may include state public safety realignment funds (AB109) provided to the City directly and disbursed to the Sheriff's Department as General Fund monies.

Community-Based Program Contract Procurement Status

Exhibit 5 below provides a breakdown of community-based programs by contract expiration year (fiscal year). In particular, $7.6 million in contracts are due to expire at the end of the current fiscal year (FY 2020-21), $3.3 million in contracts are due to expire at the end of FY 2021-22 unless extended. The Sheriff plans to extend or issue new Request for Proposals (RFP) for all contracts due to expire in FY 2020-21.

Exhibit 5: Community-Based Programs and Contracts by Contract Expiration Year

Program Name	Current Contractor Name	FY2020-21	FY 2021-22	Procurement Status
Expiring in FY 2020-21				
PreTrial Incarceration Alternatives	*SF Pretrial Diversion Project*	$5,786,471	$5,786,471	RFP pending City Attorney review
Survivor Empowerment Program, RSVP, and BIP	*Community Works West, Inc.*	714,425	714,425	Plan to exercise 1-year extension
Pretrial Diversion (PDP) & Buffin Implementation	*SF Pretrial Diversion Project*	550,620	550,620	RFP pending City Attorney review
Family Focused Svs for Incarcerated Parents	*Community Works West, Inc.*	314,603	314,603	RFP issued
Women's Services (STAND)	*HealthRIGHT360*	163,187	163,187	RFP pending City Attorney review
Intensive Case Management & Mentoring (ICMM)	*Recovery Survival Network*	45,807	45,807	Plan to exercise 1-year extension
FY 2020-21 Sub-Total		**$7,575,113**	**$7,575,113**	
Expiring in FY 2021-22				
Project Support (FlexFund)	*Westside Community Service*	$1,010,000	$1,010,000	TBD
NoVA Case Management	*Bayview Hunter's Pnt*	209,054	209,054	TBD
	Center on Juvenile & Criminal Justice	117,605	117,605	TBD
	Westside Community Service	455,736	455,736	TBD
Sisters, Roads & Care Coordinator	*SF Pretrial Diversion Project*	468,000	468,000	TBD
Horticultural Training Program	*SF Conservation Corps*	400,000	400,000	TBD
MBHC Case Management	*Westside Community Service*	214,500	214,500	TBD
Discharge Planning	*SF Pretrial Diversion Project*	137,422	137,422	TBD
NoVA Case Management - One Family	*Community Works West, Inc.*	122,103	122,103	TBD
Transitional Age Youth Program	*Community Works West, Inc.*	97,329	97,329	TBD
Survivor Restoration Services	*Westside Community Service*	87,704	87,704	TBD
FY 2021-22 Sub-Total		**$3,319,453**	**$3,319,453**	
Expiring in FY 2022-23				
Electronic Monitoring [a]	*Sentinel Offender Services*	$1,128,000	$1,128,000	TBD
Eviction Assistance	*Felton Institute*	70,989	71,598	TBD
Street Environmental Services (DPW workorder)	*SF Pretrial Diversion Project*	38,633	38,633	TBD
FY 2022-23 Sub-Total		**$1,237,622**	**$1,238,231**	
Grand Total		**$12,132,188**	**$12,132,797**	

Source: BLA calculations based on Sheriff's Department data

Notes: [a] Contract expires 7/31/22.

Sheriff Staffing of Community Based Programs and Contracts

According to the Sheriff's Department, there are currently 67.25 full time equivalent (FTE) positions assigned to work on community based programs and contracts in various roles, of whom 26 are civilian staff and 41.25 are sworn staff in non-custody divisions, as shown in Exhibit 6 below. The Sheriff's Department indicated there were a further 392 staff working in custody divisions which interface with community based programs. However, most of these were deputy sheriffs assigned to regular positions within the County Jails, rather than roles assigned to overseeing or administering programs. Based on information provided during the FY 2020-22 budget review process, we estimated the total FY 2020-21 staff costs for non-custody staff (both civilian and sworn) at $13.5 million, of which $4.2 million is estimated for civilian staff and $9.3 million for sworn staff.[7]

Among non-custody sworn staff, 25.50 positions were assigned to Electronic Monitoring administration and supervision and 5 positions to Pretrial Services administration and oversight. Civilian staff were primarily assigned to overall program administration and oversight (5.00 FTE), followed by the NOVA One Family program (3.33 FTE), NoVA Case Management (2.91 FTE), and Discharge Planning (2.91 FTE).

Exhibit 6: Sheriff Department Staff Assigned to Community Based Programs and Contracts by Program and Staff Type

Program Assignment	Civilian	Sworn	Total FTE	% of Program Staff
Electronic Monitoring	2.00	25.50	27.50	*40.9%*
All Programs/ Program Admin.	5.00	2.50	7.50	*11.2%*
Pretrial Services	1.50	5.00	6.50	*9.7%*
Discharge Planning	2.91	2.00	4.91	*7.3%*
Horticulture Training Program	2.25	2.00	4.25	*6.3%*
NoVA	2.91	1.25	4.16	*6.2%*
NOVA - One Family	3.33		3.33	*4.9%*
Eviction Assistance		2.00	2.00	*3.0%*
RSVP & SRP/SEP	1.40	0.50	1.90	*2.8%*
TAY Case Management	1.58		1.58	*2.3%*
STAND/ Women's Svcs	1.48		1.48	*2.2%*
Community Programs Case Mgmt	0.33	0.50	0.83	*1.2%*
Sisters	0.81		0.81	*1.2%*
Roads to Recovery	0.51		0.51	*0.8%*
Staff Total	**26.00**	**41.25**	**67.25**	***100%***

Source: BLA calculations based on Sheriff's Department data.
Notes: Several staff were assigned to multiple programs; we estimated staff allocation in equal proportions to provide an unduplicated FTE count. These estimates may not reflect the actual level of effort dedicated to each program.

[7] Because salary and benefits were not available for three classifications in FY 2020-22 budget data - Assistant Sheriff, Health Worker II, and IS Business Analyst Principal – we used the top step Classification and Compensation database and assumed a 30 percent benefits cost.

Exhibit 7 below provides a further breakdown of non-custody staff assigned to community based programs by civil service job classification. This shows that almost half (46 percent) of civilian staff working on community based programs were 8420 Rehabilitation Services Coordinators which directly oversee programs and case management.

Exhibit 7: Non-Custody Sheriff Department Staff FTE Assigned to Community Based Programs and Contracts by Classification and Staff Type

Staff Type	FTE	% of Sub-Total/ Total
Civilian		
8420 - Rehabilitation Services Coordinator	12.00	46%
8300 - Sheriff's Cadet	3.00	12%
1823 - Senior Administrative Analyst	2.00	8%
1657 - Accountant IV	1.00	4%
8177 - Attorney	1.00	4%
923 - Manager II	1.00	4%
922 - Manager I (Prisoner Legal Services)	1.00	4%
1824 - Principle Administrative Analyst	1.00	4%
952 - Deputy Director	1.00	4%
1054 - IS Business Analyst Principal	1.00	4%
3402 - Farmer	1.00	4%
2586 - Heath Worker II	1.00	4%
Civilian Subtotal	***26.00***	***32%***
Sworn		
8304/8504 - Deputy Sheriff	21.25	52%
8306 - Senior Deputy	6.00	15%
8308 - Sergeant	5.00	12%
8310 - Lieutenant	4.00	10%
8312 - Captain	2.00	5%
8317 - Chief Deputy	2.00	5%
8516 - Assistant Sheriff	1.00	2%
Sworn Total	***41.25***	***61%***
Grand Total	**67.25**	**100%**

Source: BLA calculations based on Sheriff's Department data.

3. Pretrial Services and Electronic Monitoring

The Sheriff's Department has pre-trial, in-custody, re-entry, and community-based programs, as shown in Exhibit 3 above and discussed further below. While some programs can only be provided by the Sheriff, other programs can be delivered by agencies other than the Sheriff. We assessed these programs based on whether each program (1) was within the Sheriff's statutory duties; (2) duplicated programs provided by other City departments; and (3) conformed to best practices.

The majority of the Sheriff's community-based programming budget is allocated to pretrial services and incarceration alternatives, making up $7.7 million or 64 percent of $12.1 million of the total program budget in FY2020-21.

Exhibit 8: Budgeted Spending for Pretrial Services and Incarceration Alternatives, FY 2019-20 to 2021-22

Service Category/ Program	FY 2019-20	FY 2020-21	FY 2021-22
PreTrial Incarceration Alternatives (PIA)	$4,471,357	$5,786,471	$5,786,471
Electronic Monitoring	1,100,000	1,128,000	1,128,000
Pretrial Diversion (PDP) & Buffin Implementation	1,546,228	550,620	550,620
Misdemeanor Behavioral Health Court Case Management	160,875	214,500	214,500
Street Environmental Services (DPW Workorder)	37,691	38,633	38,633
Pretrial / Incarceration Alternative Total	***$7,316,151***	***$7,718,224***	***$7,718,224***

Source: BLA Calculations using Sheriff's Department Data

Pretrial Assessment and Services

Almost half of the community-based programming budget, $5.8 million, is allocated to the Pretrial Incarceration Alternatives program. Under the Pretrial Incarceration Alternatives grant agreement between the Sheriff's Department and SF Pretrial Diversion Project, a nonprofit organization that has provided pretrial services since 2006, the SF Pretrial Diversion Project provides pretrial release assessments and supervision recommendations to the Court. Pretrial release risk assessments (as opposed to money bail) are recognized nationally as a best practice for reducing the incarceration of individuals pending trial and securing constitutional due process rights.

The Pretrial Incarceration Alternatives program includes implementation of the City's February 2020 legal settlement in *Buffin v. San Francisco* which ended the Sheriff's use of a fixed bail schedule for pre-arraignment releases. The new system requires release recommendations to be presented to the Court for eligible individuals within 8 hours of confirming the defendant's identify or for the Sheriff to decide, using the recommendation, within 18 hours if the Court has not done so. The release recommendation is informed by a Public Safety Assessment (PSA) which is then mapped

against the local "Decision Making Framework" matrix to determine whether release is recommended and, if so, the pretrial release conditions. From June to August 2020, around 17 percent of Sheriff bookings (452) were eligible for this pre-arraignment review.[8] According to the latest data for the same period, 99 percent of PSAs for eligible bookings were provided within the required timeframe.

Other pretrial services include pretrial diversion and case management programs for individuals charged with misdemeanors, and work programs. The Sheriff's Department has a contract with SF Pretrial Diversion Project which provides for treatment plans or community service in lieu of criminal proceedings for first time misdemeanor offenders, and a contract with Westside Community Services for case management services for individuals referred to Misdemeanor Behavioral Health Court. Through a workorder with the Department of Public Works' Street Environmental Services, individuals sentenced by the Court work off fines and court obligations by doing community projects.

The provision of pretrial services is not specifically set out in the Sheriff's statutory duties and there appears to be significant variation across California counties and the nation on how these services are provided. For example, a 2015 survey of California counties found that, of the 46 counties that provided pretrial services, 43 percent were provided by probation departments (20 counties), 13 percent by sheriff's departments (6 counties), and the rest were provided by multi-agency groups, courts, independent non-profits, or an independent county agency.[9]

The National Association of Pretrial Services Agency (NAPSA), which provides accreditation and is supported by the US National Institute for Justice, sets out standards regarding the importance of independence for pretrial services.[10] These standards prescribe the importance of independence but do not specify who should provide or contract for these services. However, these standards do make clear that the pretrial services agency should have sufficient autonomy to provide objective and neutral advice to the courts, dedicated expert staff, and also be an equal partner in the local criminal justice system. Additionally, almost half of US states and the District of Columbia encourage the establishment of an independent pretrial services agency to advise the Courts on pretrial release decisions and supervise individuals released during the pre-trial phase.[11] The 2018 Pretrial and Bail Reform Bill (SB10), which was recently overturned by

[8] San Francisco Sheriff's Office Implementation of Pre-Arraignment Release Timelines per the *Buffin* Injunction. June 1 to August 31, 2020 Update. Published September 17, 2020.
[9] Californians for Safety and Justice and Crime and Justice Institute (2015), "Pretrial Progress: A Survey of Pretrial Practices and Services in California."
[10] See Appendix A for NAPSA standards related to pretrial services agency independence.
[11] National Council of State Legislatures, Pretrial Release Laws: Recent State Enactments (June 30, 2014), http://www.ncsl.org/documents/cj/PretrialHandoutNCSL.pdf. From NAPSA, Standards on Pretrial Release (2020 Revision).

a voter referendum, would have required local courts in all counties to establish "qualified local public agencies" to provide pretrial assessment and supervision services and excluded agencies with primary responsibility for arrests and detention from providing these services. Qualified local public agencies were defined as agencies providing similar services as probation departments.

The SF Pretrial Diversion Project is currently undergoing a NAPSA accreditation review, and according to the Sheriff's Department, the NAPSA review team has indicated that they will recommend the SF Pretrial Diversion Project for accreditation. Final review results are expected in January 2021.

Electronic Monitoring

The next largest program is the Sheriff's Electronic Monitoring Program, currently provided by Sentinel Offender Services, Inc., a for-profit company. Electronic monitoring can be used as an alternative to incarceration at several points during the criminal adjudication process. The main points are prior to a court sentence (i.e. after guilt has been admitted or determined via trial), usually called "pretrial", or after a court sentence. In San Francisco, only a judge can order an incarcerated individual to electronic monitoring during the pre-trial phase; however, the Sheriff is authorized to offer electronic monitoring as an alternative to a county jail commitment after a sentence has been decided. In 2014, the Board of Supervisors rejected an ordinance to allow the Sheriff to use electronic monitoring for individuals detained pretrial in lieu of bail.[12]

According to caseload data provided by the Sheriff's Department, shown in Exhibit 9 below, as of November 2, 2020, 99 percent of individuals on electronic monitoring (294) were awaiting trial (i.e. pretrial). Of those on pretrial electronic monitoring, 48 percent were also ordered by the Court on pretrial supervision or case management as a condition of their release.[13] The remaining individuals were released with no supervision requirement but still required to be on electronic monitoring – 19 percent were released on their Own Recognizance (OR) without active supervision, except for reminders of court dates. Another 33 percent were released with Electronic Monitoring only, however, these individuals were likely released later in the court process (i.e. after arraignment). Separate data presented by the Sheriff on those placed on Electronic Monitoring from January to June 2020, shows that between 61 to 70 percent of those on EM were initially not recommended for release during pre-arraignment but subsequently released on EM.[14]

[12] See San Francisco Board of Supervisors File No. 130650: "Ordinance amending the Administrative Code to expand the category of jail inmates eligible for the Home Detention Program; and authorizing the Sheriff to implement an Electronic Monitoring Program to pretrial detainees being held in lieu of bail."
[13] Through the Own Recognizance Minimum Supervision (twice a week check-ins required) or Assertive Case Management programs (four check-ins per week required).
[14] Sheriff presentation to the December 2, 2020 hearing of the Budget and Finance Committee.

Exhibit 9: Sheriff Department's Electronic Monitoring Caseload on November 6, 2019, January 15, 2020 and November 2, 2020

No. on Electronic Monitoring by Release Type and Case Status	EM Caseload as of: 11/6/19	1/15/20	11/2/20
Pretrial (OR No Active Supervision) [a]	45	43	55
Pretrial (OR Minimum Supervision) [b]	6	4	6
Pretrial (Assertive Case Management) [c]	77	75	135
Pretrial (Post-Arraignment, No Supervision)	107	105	98
Pretrial/ Unsentenced Total	***235***	***227***	***294***
Sentenced	9	12	4
Sentenced Total	***9***	***12***	***4***
Total	**244**	**239**	**298**
% on Electronic Monitoring by Release Type and Case Status	**11/6/19**	**1/15/20**	**11/2/20**
Pretrial (OR No Active Supervision) [a]	19%	19%	19%
Pretrial (OR Minimum Supervision) [b]	3%	2%	2%
Pretrial (Assertive Case Management) [c]	33%	33%	46%
Pretrial (Post-Arraignment, No Supervision)	46%	46%	33%
Pretrial/ Unsentenced Total	***96%***	***95%***	***99%***
Sentenced	-	-	-
Sentenced Total	***4%***	***5%***	***1%***
Total	**100%**	**100%**	**100%**

Source: BLA calculations based on Sheriff's Department data.

Notes: [a] Individuals are released on their "Own Recognizance" (i.e. they must sign a declaration stating they will attend future court hearings). They are not supervised and only receive reminders about upcoming court hearing dates from SF Pretrial Diversion Project staff.
[b] Individuals must check in with SF Pretrial Staff by phone twice a week until their trial concludes or is dismissed.
[c] Individuals must check in with SF Pretrial Staff four times a week, with at least two in person check-ins (pre COVID).

This overlap between electronic monitoring and pretrial supervision also appears to be true for the pretrial supervision caseload overall, with 19 percent of individuals placed on pretrial supervision also being placed on electronic monitoring as of November 2, 2020. This is up from 14 percent a year earlier.

A recent review of existing research by the MacArthur Foundation-supported Safety & Justice Challenge found that electronic monitoring was most effective in reducing recidivism when used in lieu of prison sentences but the evidence was mixed on its use during pre-trial and post-release.[15] This review also highlighted potential issues of "net widening" when used pre-trial (i.e. if a defendant would have been released without electronic monitoring) and differential impacts on sub-groups (including African

[15] Justice System Partners (2020), "The State of Electronic Monitoring." Report commissioned by the MacArthur Foundation's Safety and Justice Challenge.

Americans). According to the Sheriff's Department, the use of Electronic Monitoring by the Court at arraignment has substantially increased following the *Humphrey* decision, which requires consideration of a defendant's ability to pay and the least restrictive non-monetary alternative when setting conditions of release. The Sheriff's Department has entered into an agreement with the California Policy Lab to analyze the use and effect of electronic monitoring on defendant case outcomes before and after the *Humphrey* decision. This analysis is expected to provide estimates of the impact of pretrial supervision and electronic monitoring on court appearance and re-arrest rates. Results are expected within six months.

Given the significant use of electronic monitoring for those awaiting trial and the overlap between pretrial supervision and electronic monitoring, a cross-agency review should be undertaken to understand the effectiveness of electronic monitoring for pretrial individuals and its concurrent use with pretrial supervision. This assessment should include the Court to understand the factors considered when using electronic monitoring and/or pretrial supervision.

4. In-Custody, Reentry and Community Programs

California Government Code Section 26600 provides for county sheriffs to "preserve the peace" through projects to prevent crime and delinquency and to rehabilitate offenders. The Sheriff's Department has contracts with several community-based organizations to provide in-custody, reentry, victim service, and community programs.

In-Custody Programs

Funding for in custody programs made up 12 percent of budgeted spending in FY 2020-21, or $1.5 million. Most of this spending is for violence prevention, substance use treatment, and services for incarcerated parents.

Exhibit 10: Budgeted Spending for In Custody Programs, FY 2019-20 to 2021-22

Service Category/ Program	FY 2019-20	FY 2020-21	FY 2021-22
RSVP & BIP (Violence Prevention)	$518,287	$518,287	$518,287
Sisters, Roads to Recovery & Care Coordinator	472,150	468,000	468,000
Family Focused Svs for Incarcerated Parents	314,603	314,603	314,603
In Custody Programs Total	***$1,305,040***	***$1,300,890***	***$1,300,890***

Source: BLA Calculations using Sheriff's Department Data

The violence prevention programs – Resolve to Stop the Violence (RSVP), Batterers Intervention Program (BIP), and Survivor Empowerment Program (SEP)[16] - are provided through a contract with a community based organization. The program (of which around 27 percent includes classes and other services for victims of violent crime) is a restorative justice-based program targeted at alleged and convicted offenders of violent crimes. According to the Sheriff's Department data, just under two thirds of clients (63 percent or 80 of 126) completed the first stage of programming in FY 2019-20, up from 36 percent in FY 2018-19.

The Sisters, Roads to Recovery, and Care Coordinator programs, provided through a contract with SF Pretrial Diversion Project, consist of residential substance use treatment programs. The Sisters and Roads to Recovery programs are in designated housing units in the jails, and the Care Coordinator program provides programming to individuals not in a designated housing unit.

The Family Focused Services for Incarcerated Parent is provided through a contract with a community based organization selected through a competitive RFP. This program provides parenting classes to incarcerated individuals, supports parent/child visits in the jails, and provides individual therapeutic support.

Violence prevention and residential substance use treatment programs for the inmate population have been found to be effective in reducing recidivism, according to some studies, which highlight the importance of ensuring that programs are evidence based.[17,18] Studies also highlight the importance of ensuring continuity of service and referral to/enrollment in substance use treatment programs once individuals leave jail.[19] While the Sheriff's Department's programs require clients to complete reentry plans, linkage to services when leaving custody appears mixed. According to Department performance data, for the Sisters program, 37 percent of clients in custody more than 30 days were linked to services at release in FY 2018-19 (13 of 35), while 80 percent of clients

[16] RSVP (Resolve to Stop the Violence) is a violence prevention program for men incarcerated in CJ5 with a history of violence and battery. The Batterers Intervention Program (BIP) and Survivor Empowerment Program (SEP) are provided at the Department's Community Programs site at 70 Oak Grove.

[17] While violence prevention programs were not included in the more recent reviews consulted, a 2005 evaluation of the RSVP program (based on data from individuals in custody between 1997- 1999) found the program to be effective in reducing recidivism. See James Gilligan and Bandy Lee (2005). "The Resolve to Stop the Violence Project: reducing violence in the community through a jail-based initiative." Journal of Public Health, Vol.27, No. 2.

[18] James Byrne (2019). "The Effectiveness of Prison Programming: A Review of Research Literature Examining the Impact of Federal, State and Local Inmate Programming on Post-Release Recidivism." Federal Probation Journal, Vol. 84, No, 1.; Washington State Institute for Public Policy (2006), "Evidence-Based Adult Corrections Programs: What Works and What Does Not."; California Legislative Analyst's Office (2017), "Improving In-Prison Rehabilitation Programs." Legislative Analyst's Office Report.

[19] James Byrne (2019)

in the Roads Program were linked to services in FY 2018-19 (35 of 44). Data for FY 2019-20 has not yet been compiled.

Reentry Services

Reentry services funded by the Sheriff's Department made up around 19 percent of total community-based funding in FY 2020-21. The largest programs include the No Violence Alliance Case Management program (NoVA) for individuals with violent charges or multiple criminal cases in the past two years, and a $1 million "FlexFund" which provides funding for technical assistance for the NoVA organizations as well as financial resources for NoVA clients for housing or other necessary items.

Exhibit 11: Budgeted Spending for Reentry Services, FY 2019-20 to 2021-22

Service Category/ Program	FY 2019-20	FY 2020-21	FY 2021-22
Project Support (FlexFund)	$1,010,000	$1,010,000	$1,010,000
NoVA Case Management	805,615	782,395	782,395
Women's Services (STAND)	163,187	163,187	163,187
Discharge Planning	131,876	137,422	137,422
NoVA Case Management - One Family	119,380	122,103	122,103
Transitional Age Youth Program (TAY)	93,865	97,329	97,329
Intensive Case Management & Mentoring (ICMM)	45,807	45,807	45,807
Reentry Services Total	***$2,369,730***	***$2,358,243***	***$2,358,243***

Source: BLA Calculations using Sheriff's Department Data

Re-entry programs provided by the Sheriff's Department start in-custody prior to release and continue in the community after release. The NoVA Case Management programs target incarcerated individuals with substance use or mental health disorders. Services generally began in-custody and include a pre-release plan and referrals as needed to outpatient services, and continue post-release. Referrals to NoVA Case Management may also occur after release; according to data on individuals enrolled in the NoVA program on November 3, 2020, 28 percent were out of custody walk-in or self-referrals.[20] Program participation length is not defined in the contract but is suggested to last between six months and two years. During this time, NoVA Case Managers are expected to document all interactions in a case management system which the Sheriff's Department hosts.

The STAND program provides group programming to survivors of human trafficking in the jails and at the Women's Resource Center (an out-of-custody program run by the Sheriff's Department), and individual case management services to women while in custody and continuing post-custody after release.

[20] According to the Sheriff's Department, most of these were likely individuals who had been referred to NoVA while in custody. However, at least four were on electronic monitoring while awaiting trial (i.e. "pretrial").

Discharge planning, provided by the SF Pretrial Diversion Project, includes identifying service needs and referring individuals in CJ1 (Intake and Release), CJ2 (Women's Detention), and CJ5 to services on release. The Transitional Age Youth program begins with screening for trauma and service needs of incarcerated youth, and includes counseling and re-entry planning. The Intensive Case Management Program is provided through a contract with a community based organization at the Sheriff's Community Programs site at 70 Oak Grove.

Most of the Sheriff's reentry services are provided to individuals after they have been released from Jail. These individuals are also likely to be under community supervision by the Adult Probation Department, which also provides reentry services. Exhibit 12 below shows that, from December 6, 2019 to October 31, 2020, community supervision by Adult Probation was required in 76 percent of cases (1,357) where a defendant was sentenced to county jail. While these services are voluntary, the continued involvement of the Sheriff's Department, through case management services such as NoVA, after an individual has been released from custody may not be appropriate, since these individuals are no longer under the Sheriff's jurisdiction and given the potential overlap with APD supervision and reentry services.

Exhibit 12: San Francisco Court Dispositions by Sentence Type, Dec. 6 2019 to Oct. 31, 2020

Sentence Type [a]	# of Cases	% of Cases
Formal Probation Only	20	1%
State Prison Only	186	9%
County Jail Only [b]	438	21%
County Jail and Community Supervision [c]	1,357	65%
State Prison and Community Supervision (PRCS) [d]	92	4%
Total	**2,093**	**100%**
Sub-total of Cases with a County Jail Sentence	*1,795*	*86%*
% of Cases with a County Jail Sentence that require Community Supervision at release	***76%***	

Source: BLA calculations based on data extracted from JUSTIS by the Adult Probation Department

Notes: Data relates to *cases* which is different from *individuals* as an individual could be sentenced on multiple cases during the time period.

[a] Sentence types are based on BLA categorizations. Underlying dispositions were extracted from JUSTIS by APD based on Disposition Codes.

[b] Includes "straight" jail sentences per PC 1170

[c] Includes cases with a county jail and formal probation sentence (1,319), and cases with a "split sentence" (38) where part of the sentence is served in county jail and the remainder under APD Mandatory Supervision (PC 1170(h)(5)

[d] Includes Individuals with a "State Prison Paper Commitment" where individuals will be subject to Post Release Community Supervision by APD following completion of a prison sentence (PC 3541)

A recent literature review of reentry services by the National Institute of Justice's Reentry Council found generally mixed or limited results regarding reentry services (including evaluation of a San Francisco Department of Public Health program in the Jail). However, some studies found that the impacts of reentry programs on reducing recidivism relied on close coordination between case managers and probation officers.[21] Given these best practices, ensuring clear coordination and continuity of service during the transition out of custody is essential.

Victim Services

The Department has two contracts for the Resolve to Stop the Violence programs (RSVP), each containing Survivor Empowerment Programs and Survivor Restoration Programs. The Survivor Restoration Programs provide services to survivors of violent offenders participating in RSVP. The Survivor Empowerment Program is a component of the Survivor Empowerment Program, offering 12 week classes to program participants. According to the contracts, these programs refer to the District Attorney's victim services and other programs as needed.

While the Sheriff is responsible for providing certain notices to victims when incarcerated individuals are released, the provision of victim services is not clearly related to the Sheriff's statutory duties. The Sheriff's Department indicated that these programs are part of wider restorative justice programs to improve the rehabilitation and accountability of individuals alleged to have committed crimes. The District Attorney and Adult Probation also provide victim services including victim advocacy and access to state victim compensation.

Community Engagement and Prevention Services

The Sheriff Department's budgeted spending on community engagement and prevention services totaled $470,989 for FY 2020-21, around 4 percent of total community-based programs funding, as shown in Exhibit 13.

Exhibit 13: Budgeted Spending for Community Engagement & Prevention Programs, FY 2019-20 to 2021-22

Service Category/ Program	FY 2019-20	FY 2020-21	FY 2021-22
Horticultural Training Program	$400,000	$400,000	$400,000
Eviction Assistance	$69,975	$70,989	$71,598
Community Engagement & Prevention Total	***$469,975***	***$470,989***	***$471,598***

Source: BLA calculations based on Sheriff's Department data.

[21] David Muhlhausen (2018), "Research on Returning Offender Programs and Promising Practices." National Institute of Justice, Department of Justice.; Blair Ames (2019), "NIJ-Funded Research Examines What Works for Successful Reentry," National Institute of Justice Journal.

The Horticultural Training Program offers workforce development to young adults considered to be at-risk for offending. The program is offered in conjunction with the San Francisco Public Utilities Commission and provided on the grounds of CJ5 in San Bruno. Although not directly related to the Sheriff's custody role, the training program is broadly consistent with Government Code Section 26600, which provides for the Sheriff to provide projects to prevent crime and delinquency.

The Eviction Prevention Program offers early crisis intervention and homelessness prevention services to individuals identified for eviction proceedings. The contractor works with the Sheriff's Civil Division, which is responsible for carrying out court-ordered evictions. There may be some overlap with existing eviction and homeless prevention services provided by the Mayor's Office of Housing and Community Development and the Department for Homelessness and Supportive Housing. The extent of coordination with these departments on eviction assistance was unclear.

5. Policy Considerations and Recommendations

Based on our review, two policy issues merit further Board of Supervisors consideration to ensure efficient and effective provision of services for individuals receiving community-based programs from the Sheriff's Department.

#1: The use of electronic monitoring for those awaiting trial, especially the use of electronic monitoring for individuals deemed to be low risk, and the combined used of electronic monitoring and pretrial supervision.

According to information provided by the Sheriff's Department, between 9 and 12 percent of individuals on electronic monitoring from January to June 2020 had been recommended for release on Own Recognizance with No Active Supervision, indicating the lowest potential risk of failing to appear for hearings or reoffending. Also, as noted above, nearly one-half of individuals place on electronic monitoring were also ordered on pretrial supervision (i.e. Minimum Supervision or Assertive Case Management).

- *Given the mixed findings by the Safety and Justice Challenge on the benefits of pretrial electronic monitoring, and the risk of unnecessary expansion of electronic monitoring, the Board of Supervisors should request the Sentencing Commission or the Safety and Justice Challenge Subcommittee to carry out a cross-agency review of the use of electronic monitoring. Because pretrial electronic monitoring is an action of the Court, this review should include the Court to understand the factors that determine the use of electronic monitoring for low risk individuals, and the concurrent use of electronic monitoring and supervision.*

#2: The extent of coordination among the Sheriff's Department, Adult Probation, and other City Departments in providing reentry services for individuals leaving County Jail custody.

Both the Adult Probation Department and Sheriff's Department provide reentry services to adults involved in the criminal justice system, the Adult Probation Department through the Community Assessment and Service Center (CASC) on 6th Street and the Sheriff's Department through the Community Programs site at 70 Oak Grove Street. The Sheriff's Department provides reentry services, which begin when the individual is in jail but continue after release. Based on data from Adult Probation, around 76 percent of cases with a county jail sentence also include community supervision after release.[22] According to discussions with Adult Probation Department and Sheriff's Department staff, individuals on probation may also be receiving NoVA or other case management services contracted by the Sheriff. For example, from January 1 to October 15, 2020, 22 out of 30 Individuals on probation in transitional housing funded by the Adult Probation Department were also in the NoVA case management program funded by the Sheriff's Department. Additionally, the Sheriff's NoVA case management contracts require any mental health assessments and therapy to be referred to the CASC's provider (Citywide Case Management Programs).

Individuals referred to services on release from custody do not always access services. As noted above, the share of individuals in custody that were linked to services on reentry varied significantly, from 37 percent in the Sisters Program to 80 percent for the Roads to Recovery program in FY 2018-19. Also, of 442 individuals who were served by the Sheriff's Discharge Planning in FY 2019-20, only 42 percent were connected to services at release (186), and for the Sheriff Department's NoVA Case Management program, of 63 new clients in the Sheriff's NoVA Case Management program in FY 2019-20, only 68 percent (43) were met by a case manager at release, although this was an increase from 58 percent in FY 2018-19.

- *The Board of Supervisors should request the Reentry Council to conduct a review of reentry services, including policy and operational coordination between the Sheriff's Department and Adult Probation Department, and practices to ensure individuals' access to services after release, including potential recommendations to increase efficiency and coordination and streamline the provision of these services.*

[22] For the period from December 6 2019 to October 30 2020.

APPENDIX A

Excerpts from National Association of Pretrial Services Agencies Standards related to Pretrial Independence and Structure

Below are excerpts from pretrial services standards published by the National Association of Pretrial Services Agencies relating to the independence and organizational structure of pretrial services. These standards were last revised in 2020 and are supported by grants from the US Department of Justice National Institute on Corrections.

NAPSA Standard 2.7: All jurisdictions should establish a dedicated pretrial services agency.

[…]

This Standard recommends that a pretrial services agency be a separate, independent entity. Jurisdictions may incorporate pretrial services agencies within a larger "parent" organization, if the agency retains:

- *a clearly-defined, pretrial service related function as its purpose;*
- *staff assigned only to pretrial-related work with pretrial defendants; and*
- *management that can make independent decisions on budget, staffing, and policy.*

NAPSA Standard 4.2(a): The pretrial services agency should have a governing and organizational structure designed to meet its mission and objectives. To enable neutral performance of its functions, the agency should be structured to ensure independence in the adversarial process. Agency operations should be consistent with maximizing release rates, court appearance, and public safety.

To best achieve its core functions, a pretrial services agency should have a governing and organizational structure that oversees risk assessment, risk management, service integration and performance measurement. As noted in Standard 2.7, the agency should be a separate independent identity outside the influence of the adversarial process. This ensures superior management of the agency's core functions and mission statement, better staff direction and motivation, and makes a single stakeholder responsible and accountable for the pretrial functions and outcomes. If the pretrial services agency is "housed" under a larger parent organization, the structure should include the following elements:

- *A clearly defined operationalized mission statement.*
- *Leadership that can make independent decisions on policy, staffing and budget*
- *Staff assigned to pretrial work only with pretrial defendants.*

- *Leadership that is included in any criminal justice stakeholder groups and policy discussions.*

APPENDIX B

Excerpt from the California Government Code Related to Sheriff Duties

Below is an excerpt of key provisions related to the duties of county Sheriffs prescribed by California statute. The full set of duties are set out in California Government Code sections 26600 – 26616. It should also be noted that additional specific statutory Sheriff duties may be included in other codes but these tend to relate to specific duties or programs (i.e. electronic monitoring).

California Government Code Sections 26600 – 26605

- ***Sec. 26600:*** *The sheriff shall preserve peace, and to accomplish this object may sponsor, supervise, or participate in any project of crime prevention, rehabilitation of persons previously convicted of crime, or the suppression of delinquency.*
- ***Sec. 26601:*** *The sheriff shall arrest and take before the nearest magistrate for examination all persons who attempt to commit or who have committed a public offense.*
- ***Sec. 26602:*** *The sheriff shall prevent and suppress any affrays, breaches of the peace, riots, and insurrections that come to his or her knowledge, and investigate public offenses which have been committed. The sheriff may execute all orders of the local health officer issued for the purpose of preventing the spread of any contagious or communicable disease.*
- ***Sec. 26604:*** *The sheriff shall command the aid of as many inhabitants of the sheriff's county as he or she thinks necessary in the execution of his or her duties.*
- ***Sec. 26605:*** *Notwithstanding any other provision of law, except in counties in which the sheriff, as of July 1, 1993, is not in charge of and the sole and exclusive authority to keep the county jail and the prisoners in it, the sheriff shall take charge of and be the sole and exclusive authority to keep the county jail and the prisoners in it including persons confined to the county jail pursuant to subdivision (b) of Section 3454 of the Penal Code for a violation of the terms and conditions of their post release community supervision, except for work furlough facilities where by county ordinance the work furlough administrator is someone other than the sheriff.*

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/23/2020

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Irvine CA Office 17875 Von Karman Avenue, Suite 300 Irvine CA 92614 USA	CONTACT NAME: PHONE (A/C. No. Ext): (949) 608-6300 FAX (A/C. No.): (949) 608-6459 E-MAIL ADDRESS:
INSURED Sentinel Offender Services, LLC 1290 N Hancock Street, Suite 103 Anaheim CA 92807 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Indian Harbor Insurance Company — 36940 INSURER B: Starstone Specialty Insurance Company — 44776 INSURER C: Travelers Property Cas Co of America — 25674 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570083200031 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			ESG005075302	10/11/2019	10/11/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR/Deductible	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $20,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X $1,000 Comp Ded / X $1,000 Coll Ded			BA-6N64505A-19-43-G	10/11/2019	10/11/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Collision Coverage D	$1,000,000 $1,000
A	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION			SXS005292301	10/11/2019	10/11/2020	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
B	E&O-PL-Primary			51077E193ASP	10/11/2019	10/11/2020	Misc Prof Liab Network Sec Liab Deductible	$3,000,000 $3,000,000 $150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No. 1000013942/Electric Monitoring. City and County of San Francisco, its Officers, Agents, and Employees are Additional Insured in accordance with the policy provisions of the aforementioned policies.
Policies evidenced herein are primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.
Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.
NOC, GL & Auto endorsement attached.

CERTIFICATE HOLDER

City and County of San Francisco
Attn: Office of Contract Administration
1 Dr. Carlton B. Goodlett Place
Room 430
San Francisco CA 94102 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 1000013942/Elec

Certificate No : 570083200031

AGENCY CUSTOMER ID: 570000014523
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Sentinel Offender Services, LLC
POLICY NUMBER: See Certificate Number: 570083200031	
CARRIER: See Certificate Number: 570083200031 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
C				BA-6N64505A-19-43-G	10/11/2019	10/11/2020	Comprehensiv e Covera	$1,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: ESG005075302

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section** II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. . In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

8. With respect to the insurance afforded to these additional insureds, the following is added to **Section** III – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT #005

This endorsement, effective 12:01 a.m., October 11, 2019 forms a part of Policy No. ESG005075302 issued to SENTINEL OFFENDER SERVICES, LLC by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY WORDING (AS REQUIRED BY WRITTEN CONTRACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following additional provisions apply to any person or entity added as an additional insured by endorsement to this policy:

1. Solely to the extent required by a written contract which the Named Insured enters into prior to an "occurrence" or offense for which the additional insured is provided coverage under this policy:
   a. This policy shall apply as primary insurance in relation to any other policy issued to that additional insured.
   b. Any insurance or self insurance maintained by the additional insured shall be excess of the insurance afforded to the additional insured by this policy and shall not contribute to it.

   SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is modified to the extent it is inconsistent with this endorsement.
2. In no event shall this Endorsement be construed as increasing the limits of insurance set forth in the Declarations page or altering the rules which fix the most we will pay set forth in SECTION III – LIMITS OF INSURANCE.
3. Notwithstanding any other provision of this policy or any endorsement attached thereto, no coverage shall be afforded under this policy for any loss, cost or expense arising out of the sole negligence of any additional insured or any person or organization acting on behalf of any additional insured.

All other terms and conditions of this policy remain unchanged.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/20

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	**CONTACT NAME:** Aon Risk Services, Inc of Florida **PHONE (A/C, No, Ext):** 800-743-8130 **FAX (A/C, No):** 800-522-7514 **EMAIL ADDRESS:** ADP.COI.Center@Aon.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** American Home Assurance Co. — 19380
INSURED ADP TotalSource DE IV, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Sentinel Offender Services, LLC 1290 N HANCOCK ST ANAHEIM, CA 92807	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2952808 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DEC ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 027117191 CA	07/01/20	07/01/21	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for SENTINEL OFFENDER SERVICES, LLC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.
WAIVER OF SUBROGATION IN FAVOR OF CITY AND COUNTY OF SAN FRANCISCO AS RESPECTS OF JOB PERFORMED BY SENTINEL OFFENDER SERVICES, LLC AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, RM 430
San Francisco, CA 94102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following" attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement. Effective on 07/23/2020 at 12:01 AM, forms a part of Policy No. WC 027117191

Issued to: ADP TotalSource DE IV, Inc.
10200 Sunset Drive
Miami, FL 33173
L/C/F
Sentinel Offender Services, LLC
1290 N HANCOCK ST
ANAHEIM, CA 92807

By: American Home Assurance Co.

Premium: N/A

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be Additional Premium Percent% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, RM 430
San Francisco, CA 94102

WC 04 03 06

Countersigned by _____

(Ed. 4-84)

Authorized Representative

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

Sentinel Offender Services, LLC
Contract ID 1000013942

This Agreement is made this First day of August, 2019, in the City and County of San Francisco ("City"), State of California, by and between Sentinel Offender Services, LLC ("Contractor" or "Sentinel"), 1290 N. Hancock St., Suite 103 Anaheim, CA 92807 and City.

Recitals

WHEREAS, the San Francisco Sheriff's Department ("Department" or "SFSD") wishes to contract for electronic monitoring services and case management programming; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") SHF2019-01 issued on September 28, 2018, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, the City's Civil Service Commission approved Contract number PSC 44727-17/18 on March 4, 2019;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and "the San Francisco Sheriff's Department."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 "Contractor" or "Consultant" means Sentinel, 1290 N. Hancock St., Suite 103 Anaheim, CA 92807.

1.6 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.7 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.8 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.9 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.10 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) August 1, 2019; or (ii) the Effective Date and expire on July 31, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has two (2) options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **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.

3.2 **Guaranteed Maximum Costs**. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Payment**. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges (City-Paid Service Fees)." The Parties acknowledge that SFSD and Contractor may also initiate collection of participant fees as identified in **Appendix A Scope of Services, D. Initial Assessment and Case File**, item **10. Financial Assessment**. Compensation shall be made for Services identified in the invoice that the Sheriff, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Three Million Four Hundred Thousand Dollars ($3,400,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the SFSD approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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 at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format**. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System.)**

3.3.6 **Getting paid by the City for goods and/or services.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 **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 Services. 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 fewer 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims**. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

3.6 **Reserved. (Payment of Prevailing Wages.)**

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

Contractor will not employ subcontractors.

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, 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, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. 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. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment 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, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and

otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Warranty**. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event Sentinel fails to deliver the Services, as provided under Article 4 herein, City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the greater of the sum of:

(a) $1,000.00 per day;

OR

(b) All actual costs associated with the SFSD's assumption of Sentinel's obligations under this Agreement in the event that Sentinel cannot timely fulfill those obligations, for a total amount not to exceed $1,000 per day, including, but not limited to:

1. Vehicle use and gas as associated with Field Check
2. Overtime pay costs for Deputy Sheriff

Sentinel's aggregate liability to City relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amounts paid by City to Sentinel during the twelve (12) month period immediately preceding the event which gave rise to City's claims.

City may deduct a sum representing the liquidated damages from any money due to Contractor after the Contractor is notified in writing, subject to the opportunity to cure set forth below. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by the City.

Liquidated damages will be suspended due to any force majeure event. A force majeure event is defined as Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

Contractor is responsible to use reasonable commercial effort to collect client fees. In the event Contractor does not collect the required participant's program fees, the City, upon advance notice to Contractor, may deduct a sum representing the liquidated damages from

any money due to Contractor from the monthly billing, and such deductions shall not be considered a penalty, but rather agreed liquidated damages sustained by City because of Contractor's failure to collect the fees, as required by the contract. If Contractor is unable to collect fees due to a change in circumstances of a participant, Contractor shall refer the case to the SFSD for a determination of a full or partial waiver within 24 hours of client's refusal to pay. As long as Contractor submits a timely incident report detailing clients' change in circumstances or willfully refusing to pay within 24 hours, there will be no deduction of those uncollected fees from Contactor's monthly billing.

Opportunity to Cure. If Contractor breaches any provision of this Agreement, City will give written notice; with confirm receipt, to Contractor per Section 11.1, entitled "Notices to the Parties" detailing Contractor violations. If such violation is not corrected to the reasonable satisfaction of City within twenty-four (24) hours after the notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within twenty-four (24) hours and thereafter diligently pursued to completion), the City may, without further notice, declare Contractor to be in breach of this Agreement. Upon City's declaration of Contractor's breach, City may collect liquidated damages and may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** 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:

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

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

(c) 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.

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

(e) Technology Errors and Omissions Liability coverage, with limits of $1,000,000 each occurrence and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than $1,000,000 per occurrence. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.4 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California,

and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

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

5.2 **Indemnification**. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises 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, 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 arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION

PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for 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.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges 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:

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

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

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 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.

8.1.2 Upon receipt of the notice of termination, 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:

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

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

(c) 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.

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

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

(f) 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.

8.1.3 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:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) 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.

(d) 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.

8.1.4 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 listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 **Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) 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, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 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, where applicable, 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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **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.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services		9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance		9.2	Works for Hire
3.4	Audit and Inspection of Records		11.6	Dispute Resolution Procedure
3.5	Submitting False Claims		11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity		11.8	Construction
6.1	Liability of City		11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages		11.10	Compliance with Laws
Article 7	Payment of Taxes		11.11	Severability
8.1.6	Payment Obligation		Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall 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.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire**. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference**. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/ .

10.2 **Conflict of Interest**. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history.

Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements.**

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. 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 employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

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

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that

apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 **Limitations on Contributions.** By executing 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, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (i) 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 official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of 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 10 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to City department with whom it is contracting.

10.12 **Reserved. (Slavery Era Disclosure.)**

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

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

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

10.15 **Reserved. (Public Access to Nonprofit Records and Meetings.)**

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **Reserved. (Distribution of Beverages and Water.)**

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

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

10.19 **Reserved. (Preservative Treated Wood Products.)**

Article 11 General Provisions

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

To City: Crispin Hollings, Chief Financial Officer
San Francisco Sheriff's Department
1 Dr. Carlton B. Goodlett Place, Room 456
San Francisco, CA 94103
crispin.hollings@sfgov.org

To Contractor: Leo Carson
Sentinel Offender Services
1290 N Hancock St, Suite 103
Anaheim, CA 92807
lcarson@sentineladvantage.com
with a copy to
help.desk@sentineladvantage.com

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act**. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and 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 CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code

Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 **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.

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

11.9 **Entire Agreement**. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws**. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules 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.

11.11 **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.

11.12 **Cooperative Drafting**. This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated November 5, 2018. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

11.14 **Notification of Legal Requests**. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 **Reserved.**

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

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

13.1.2 **Confidential Information**. In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing 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 or confidential information.

13.2 **Payment Card Industry ("PCI") Requirements.** Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.2.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.2.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (https://www.pcisecuritystandards.org/index.shtml). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.2.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.

13.2.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank

account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 **Reserved. (Business Associate Agreement.)**

13.4 **Management of City Data and Confidential Information**

13.4.1 Access to City Data. City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

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

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

Article 14 MacBride And Signature

14.1 **MacBride Principles - Northern Ireland**. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this

Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

Recommended by:

Vicki Hennessy
Sheriff
San Francisco Sheriff's Department

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Jana Clark
Deputy City Attorney

Approved:

_____
Alaric Degrafinried
Director of the Office of Contract Administration,
and Purchaser

Appendices
A: Scope of Services
B: Calculation of Charges

CONTRACTOR

Sentinel Offender Services, LLC

_____
Dennis Fuller
Chief Financial Officer
1290 N Hancock St, Suite 103
Anaheim, CA 92807

City Supplier number: **0000037240**

Appendix A
Scope of Services

I. Description of Services

Contractor will provide electronic home detention monitoring and case management services for inmates who qualify for home detention as an alternative to incarceration. Home detention monitoring participants may include pre-trial, post-sentence, and in custody. Services include adjunct case management to monitor inmate's outpatient participation in substance abuse or mental health programs and administer drug test to monitor sobriety (i.e. urinalysis, saliva swab and alcohol testing).

Contractor agrees to perform the following Services:

A. Electronic Monitoring Service and Case Management Requirements

Contractor will operate in compliance with any available standards and all laws applicable to the operation of electronic monitoring programs and the supervision of offenders in an electronic monitoring program.

Contractor will operate in compliance with any available standards promulgated by state correctional agencies and bodies, including the Corrections Standards Authority, and all statutory provisions and mandates, federal, state and county, as appropriate and applicable to the operation of home detention programs and the supervision of sentenced offenders in a home detention program.

1. As per California Penal Code section 1203.018, Sentinel will "operate in compliance with any available standards and all state and county laws applicable to the operation of electronic monitoring programs and the supervision of offenders in an electronic monitoring program," and
2. As per California Penal Code section 1203.016, Sentinel will "operate in compliance with any available standards promulgated by state correctional agencies and bodies, including the Corrections Standards Authority, and all statutory provisions and mandates state and county, as appropriate and applicable to the operation of home detention programs ant the supervision of sentenced offenders in a home detention program."

B. Referrals

All referrals to the Electronic Monitoring and Case Management Program will be made by the San Francisco Sheriff's Department, the Courts, or the detainee's attorney. The SFSD will screen all referrals and determine which detainees can be safely supervised via electronic monitoring. The SFSD may allow out-of-county participants to be monitored, provided they meet the SFSD criteria and SFSD approves their participation. Contractor may only place individuals referred by the Sheriff's Department, the Courts, or the detainee's attorney. Contractor will accept all referrals from SFSD, the Courts, or the detainee's attorney.

C. Orientation and Equipment Installations

1. The SFSD will notify the Contractor regarding a detainee's impending participation in the City's Electronic Monitoring (EM) program.
2. Contractor will install, orient, and activate the EM equipment on the same day SFSD schedules installation. This will occur at the SFSD's facilities at 70 Oak Grove or 930 Bryant St., or at an SFSD pre-determined location. In addition, the Contractor will install, replace, repair, and activate EM equipment in the field at off-site locations authorized by SFSD.
3. As part of this process, Contractor will provide participants with a program schedule for the first seven (7) days of their Electronic Monitoring during the EM equipment installation.
4. Following installation, the Contractor will confirm that the EM equipment is activated and operational on Sentinel DNA Internet-enabled monitoring and case management software platform and will send an email notification to SFSD Program staff immediately following the successful installation and initial download of the EM device and equipment.
5. The Contractor will ensure that all EM equipment is activated and operational the same day it is installed.
6. Option for 24/7 installation of electronic monitoring devices on people in the county jail.
    i. During normal business hours, SFSD may take a Contractor's employee to the County Jail Facility to install and activate the electronic monitoring device on a program participant.
    ii. Contractor will provide training to SFSD sworn staff to ensure SFSD can install and activate electronic monitoring devices to participants in the Field or in a County Jail Facility outside of normal business hours.

D. Initial Assessment and Case File

1. Contractor will complete an initial assessment of each participant, which will identify list and schedule of approved activities and locations and most appropriate equipment and equipment settings, prior to equipment installation. Pending SFSD provision of Compass or an equivalent assessment software, the Department's Electronic Needs Assessment software, and associated training, SFSD will reimburse the Contractor for additional labor cost required to perform Compass Assessment. Contractor will propose 24/7 schedules for each participant corresponding to the requirements of the SFSD program and their needs assessment, as defined and measured by Compass Electronic Needs Assessment software, and in line with evidence-based practices. This includes recommendations for education, vocational support, and other pro-social activities. The proposed schedules must be approved by SFSD in advance of their start date. All out of range activities must to be approved in advance ONLY by SFSD sworn supervisors.

2. Contractor will have face to face meetings with participants two times per month and will verify documentation of work, school, and any approved community activities bi-weekly.
3. Based on the initial assessment, defined above, the Contractor will create and maintain an electronic case file for each participant within their web-based case management system, Sentinel DNA. The SFSD will have access to the electronic case file for each participant. The electronic case file will form the basis for the Participant Case File, once the client is accepted into the program. The electronic case file will allow access and storage of the initial assessment and supporting documents for each participant for the duration of their enrollment in the EM program. Collectively, these documents will be referred to as the "Participant File."
4. The electronic case file shall contain detailed information from the participant's initial assessment, program activities, employment, out-of-residence movement, and all other relevant activities. At a minimum the electronic case file for each participant will include the following:
    i. Personal Data
        1) Name, address, telephone numbers, Picture, Social Security Number, ID/Driver's License, emergency contacts
        2) List of all verified sources of income (applies only in the event SFSD and Contractor initiate collection of participant fees as identified in **Appendix A Scope of Services, D. Initial Assessment and Case File**, item **10. Financial Assessment)**.
    ii. Program Data
        1) Court Order or Referral
        2) Supervision Fee Agreement (applies only in the event SFSD and Contractor initiate collection of participant fees as identified in **Appendix A Scope of Services, D. Initial Assessment and Case File**, item **10. Financial Assessment)**.
        3) Enrollment Form
        4) Pre-authorized Work Treatment Agreement
        5) Employer Confirmation Form
        6) Urinalysis Orientation Form and Agreement
        7) Co-Resident Agreements
        8) Drug and Alcohol Test Results
        9) Receipts for co-payments (applies only in the event SFSD and Contractor initiate collection of participant fees as identified in **Appendix A Scope of Services, D. Initial Assessment and Case File**, item **10. Financial Assessment)**.
        10) Equipment Agreement

11) Initial assessment

12) Orientation checklist

13) Appropriate equipment and equipment settings

14) Result of initial drug test performed by Contractor within the first week of enrollment

15) Program Plan and Progress to include treatment plans

16) Start/End Date Schedule

17) Participant's schedule (i.e. curfew, school, work, programs, etc.)

18) Detailed information on participant's program activities

19) All program violations including date, time, and type

20) Restrictions, such as, but not limited to: Inclusion and Exclusion Zones, curfews, and travel

21) Sanctions imposed

22) Approved locations

23) Verification of employment and/or proof of education class enrollment and school schedule, as appropriate

24) All special needs

25) Chronological Notes

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

1) Ongoing program participation activities

2) Ongoing employment and/or job search activities

3) Restriction imposed, such as exclusion zones, curfews, travel restrictions, as approved by SFSD

4) Updates to participants' schedule

5) All related addresses (home, work, etc.) and contract phone numbers (cell, home, work, etc.)

6) Program violations and sanctions imposed, as identified by SFSD

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

1) Close out notes

2) Award of completion if applicable

3) Termination reason

4) Eligibility for re-enrollment

5) Return of equipment in working order is required for successful completion

5. SFSD may require Contractor to maintain in hard copy the initial assessment and supporting documents that are not accessible through the electronic case file in Sentinel DNA.
6. Contractor will document in Sentinel DNA all interactions between Sentinel case managers and program participants.
7. All updates to participants' schedules and contact information will be updated within 24 hours of the requested changed.
8. SFSD will have direct access to participants' case file and all case notes in Sentinel DNA 24 hours/365 days at no additional cost to the City and may be integrated with the SFSD's systems upon request.
9. Contractor will use Sentinel DNA to manage work flow related to participants' activity, including alerts and incidents, with access available to SFSD sworn staff. Contractor will review to determine any deviations from the approved schedule, equipment problems or tamper attempts.
10. **Financial Assessment**. At present, there is no cost to participants in the Electronic Monitoring Program. All electronic monitoring device fees for participants are paid by SFSD as per Appendix B Calculation of Charges (City-Paid Service Fees). In the event that there is a SFSD policy change, the SFSD has an option to request the Contractor to collect a registration fee and a daily device fee for their participation in the program following a financial assessment. The Contractor will work with SFSD Programs to develop a Financial Assessment Table based upon the individual's income, housing needs and number of dependents to determine the registration fee and daily device fees to be collected whereby Appendix B Calculation of Charges (City-Paid Service Fees) will be modified as provided in Section 11.5, "Modification of this Agreement" to add the Financial Assessment Table and Participant-Paid Service fees as an "Appendix B Calculation of Charges (Participant-Paid Service Fees)."
    i. **Approved Payment Plan and Payment Schedule**. The Contractor will perform a financial assessment based on the Financial Assessment Table to determine the participant's fees and payment schedule and make a recommendation to the SFSD's Community Programs Supervisor for review and approval. The Contractor may recommend waiving fees to the client for SFSD approval. Upon SFSD approval, the Contractor will collect program fees from participants and report fee collection to the SFSD when the Contractor submits the monthly invoice. The Contractor will credit all collected program fees from the amount billed to the SFSD. The SFSD will pay for all program costs defined in the contract, at the rates defined in the contract, less the amount of fees collected by the Contractor.

E. Client Monitoring

1. **Sentinel Site/Program Manager**. Contractor will provide, at a minimum, a full-time dedicated Site/Program Manager to supervise Contractor's staff and coordinate efforts with SFSD. The Site/Program Manager will supervise up to ten

(10) clients at one time when the participant numbers are below 70, provide technical expertise during violation hearings and enforcement actions, attend monthly staff meetings, and liaison between SFSD and other agencies. The Site/Program Manager will provide continuous training for all SFSD Community Programs and Sentinel staff on all participant tracking software and EM devices. The Site/Program Manager will be the point of communication between Sentinel and the SFSD for billing purposes and will collect payment and resolve any discrepancies that may occur. The Site/Program Manager will be based at and servicing SFSD sites such as 70 Oak Grove or the Women's Resource Center (WRC), Monday through Friday for eight (8) hours per day to perform equipment installations and removals, meet with program participants, troubleshoot equipment problems and provide program assistance to SFSD. The Site/Program Manager for this program will perform the following additional activities on behalf of the SFSD:

i. Meet with SFSD staff each morning for daily case conference to discuss violations from the prior night, identify new program enrollments;

ii. Respond to any SFSD technical questions regarding the Sentinel products;

iii. Perform urinalysis, saliva swab and alcohol testing and coordinate lab verifications upon request of SFSD:

iv. Perform field compliance checks evaluating residences for proper equipment placement as requested by SFSD;

v. Assist SFSD staff with reconciling the daily, weekly and monthly counts of participants on the EM program;

vi. Assist SFSD staff in statistical analysis of participants (successful, unsuccessful, absconded, returned to custody);

vii. Assist SFSD staff with case file information that may be updated or revised on a daily basis;

viii. Assist SFSD staff with monthly totals for billing purposes;

ix. Assist SFSD with EM presentations to law enforcement agencies, courts, judges, public/district attorney;

x. Act as liaison to law enforcement agencies as requested by SFSD with investigations/locating participants;

xi. Attend Community Based Organization (CBO) monthly meeting for SFSD Programs regarding services offered; and

xii. Will be available to meet with SFSD personnel as part of the ongoing operation of the program and provide required court testimony.

xiii. Will provide technical expertise during violation hearings and enforcement actions, attend monthly staff meetings, and liaison between SFSD and the District Attorney, the Public Defender, the Courts and other criminal justice agencies. The Contractor is required to communicate with these entities in order to ensure efficient implementation of the program.

xiv. Will provide continuous training for all SFSD Community Programs Staff and Contractor staff on all participant tracking software and electronic monitoring devices.

2. SFSD will provide two workstations at 70 Oak Grove for Contractor.

3. Local Contractor management or the Sentinel Monitoring Center will be available 24/7, 365 days a year, to monitor all electronic monitoring participants and to handle any issues or discuss any concerns.

4. **Case Manager(s).** The Contractor will provide Case Manager(s) at a ratio of one (1) Case Manager to every thirty-five (35) clients enrolled in electronic monitoring, and will provide the following case management services for each participant:

   i. **Compliance Appointments (Face to Face Meetings).** Case Manager will meet with each program participant at an SFSD site, such as 70 Oak Grove or an SFSD-approved site at a minimum of two (2) times per month. The Case Manager will review and verify the participant's activities during the previous period and inspect the EM equipment and verify it is operational and re-verify it is securely attached to the participant's ankle. After the Orientation, the participant will be required to report to his/her Case Manager at a pre-determined frequency as set by the SFSD. At these Compliance Appointments, the Case Manager will review the daily activity reports since the last compliance meeting. The participant will have to provide documentation to verify his/her attendance at the permitted activities. The Case Managers may require the following as adequate verification for each activity:

      1) **Employment**: Verified through paycheck stubs, time cards, or employer letters

      2) **School**: Proof of enrollment and subsequent progress reports

      3) **Counseling (AA, NA, etc)**: A class attendance sign-in sheet with a signature from the program/class moderator

      4) **Medical/Dental Appointments**: A signed doctor's note listing the date and time of the medical appointment

      5) **Grocery Shopping**: A valid grocery store receipt for the date and time that the activity

      6) **Court**: An activity signature form (provided by our Case Manager) signed by the Court Clerk or similar authorized personnel verifying the inmate's presence at court

   ii. **Employment/School Verification.** Every 30 days Contractor will collect a copy of the program participant's latest paycheck stub to confirm their employment status, and will be submitted to the participant's case file. Contractor will collect a copy of the program participant's most recent school registration form, class schedule, and upon completion of the

school term, will collect a copy of their report card, and will submit this information to the participant's case file.

iii. **Status/Progress Reports**. Case Manager will provide Status or Progress reports to the SFSD at the required frequency. These reports can contain any of the required information including:

1) Change of residence (only after approval from the Department)

2) Change of employment information

3) Overall status of the participant (compliance, etc.)

4) Any other item requested by the SFSD staff

iv. **Employment Search**. For unemployed participants, the case manager will assist the participant in developing tangible strategies to obtain suitable employment. Referrals will be made to employment agencies and other community resources in an effort to ensure the participant's success in the community. The Case Manager will require participants to participate in a scheduled job search plan and to submit verifying documentation.

v. **Urinalysis and Drug and Alcohol Screening**. Contractor will collect a urine sample or saliva swab drug test from each participant at least once every 30 days, or at the direction of the SFSD, and will test the sample for marijuana, heroin, amphetamine, PCP and cocaine via a Substance Abuse Screening Device, such as Redi-Cup, at no cost to the SFSD. Both timing and methodology of test are at the discretion of SFSD. Contractor will test blood alcohol content at least once every 30 days via portable Alcohol Screening Device (PAS) or Breathalyzer, as determined by SFSD. All urine samples, saliva swab tests, and blood alcohol tests will be administered at no cost to SFSD. Contractor will promptly carry out any additional testing orders requested by a Judge, or by the SFSD. If the participant wishes to appeal the results of a SFSD or Contractor administered test, Contractor will administer another sample and send to an independent lab for testing at no additional cost to the SFSD. The Contractor will provide all test results to the SFSD immediately in writing or within seven (7) days of receipt if more conclusive analysis is needed. The Contractor will collect the fee for lab verification from participants and will net the fee collection from the amount invoiced to the SFSD. Participants are required to pay for lab verifications prior to the samples being sent to the lab. If the participant is unable to pay, the SFSD reserves the right to waive the fee and will pay for the cost of the lab test. All tests will be sent to the laboratory identified by the SFSD. The Contractor will bill the cost of the lab tests directly to the SFSD. Contractor will record all test results in the participant's case file and provide all test results to SFSD immediately in writing or within seven (7) days if a more conclusive analysis is needed, but no later than the next business day after the test results are obtained.

5. **Training** – The Contractor will provide continuous comprehensive training for all SFSD Supervisory and Community Programs staff in the use of equipment and monitoring techniques. Training will be provided at no cost to SFSD.
    i. Contractor will establish training schedules to ensure all SFSD staff are both confident and comfortable in the use of the equipment, software and monitoring techniques,
    ii. Training will be provided by a comprehensive Sentinel Team to ensure that agency staff has a thorough understanding of the program and equipment. Officer training may include classroom, in-field, hands-on, and webinar training sessions on the following topics:
        1) All GPS and alcohol equipment/system (use, installation, removal, and troubleshooting)
        2) Enrollment (enrollment, un-enrollment and the setting of all monitoring parameters including curfew schedules and GPS zones)
        3) Tracking and monitoring of offenders
        4) Alarm processes and resolution procedures (SFSD-specific protocols)
        5) Notification processes and reports (SFSD-specific protocols)
        6) Monitoring System (complete instruction on the use of the monitoring software system including, but not limited to, offender enrollment, modifications, reports, schedules, and terminations)
        7) Additional training as needed to keep current on monitoring equipment and software
        8) Additional training as requested by SFSD for new staff
    iii. Training will be provided in classroom setting and in the field for the term of this agreement
    iv. Contractor will provide equipment operator manuals, training material, sample reports and instructions
6. **24-Hour Monitoring** – The Contractor will monitor electronic monitoring devices to determine any deviations from the approved schedule, equipment problems or tamper attempts. Contractor will monitor all EM participants 24 hours a day, seven (7) days a week, as described below.
    i. One time per week, the Contractor will provide SFSD with an electronic master list of all individuals participating in the EM program containing at a minimum:
        1) Participant name
        2) Participant address
        3) Start Date

4) Participant violations

5) Case Manager Name

6) Contact information

ii. The list will contain participant name, participant violations, case manager name and contact information.

iii. Contractor will provide SFSD access to participants' location and monitoring data 24 hours a day, seven (7) days a week via Sentinel DNA web-based monitoring system. Sentinel DNA monitoring and case management application can be accessed via any leading Internet-enabled device standard desktop, laptop, mobile device browsers without the need to download applications/software.

iv. Contractor will provide SFSD with a web-based interface to access all monitoring data. All data will be stored on secure servers/cloud that belong to, monitored and maintained by the Contractor.

v. Sentinel DNA and SCRAM software will provide monitoring of all units that are in service in the field. Regardless whether the unit is a GPS tracking device or alcohol monitoring unit.

vi. Contractor will notify SFSD via BOTH email and by phone, as soon as possible but no later than one hour after a participant has been Absent Without Official Leave (AWOL), defined as four (4) hours without communication from the electronic monitoring devices or verbal communication from the participant, or an alarm is triggered due to tampering, dead battery, loss of equipment communication or location data or a cut bracelet and there is no communication with the participant. The Contractor will provide an electronic written report of all AWOL incidents the next business day and a final written summary report within 24 hours of resolution.

vii. Contractor supervisory staff will also review all daily alerts to ensure they have been cleared and managed. In order to keep SFSD apprised of potential violations, Sentinel will provide an electronic written report **of all incidents the next business day** while an alert is being investigated. An electronic written incident report detailing the event, investigation, and results, including corroborating documentation and client statements, will be available within 24 hours following resolution of the incident.

viii. The Contractor will provide a 24 hour technical support center that can be accessed by the SFSD 24 hours a day, seven (7) days a week, 365 days a year to provide a safety net of technical support during exigent circumstances at no additional cost to the SFSD. Contractor will provide toll-free telephone access to technicians and customer service representatives, 24 hours a day, 7 days a week, capable of resolving technical problems over the telephone or through remote diagnostics. The support will cover:

1) Monitoring issues

2) Sentinel DNA Web/System interface navigation questions

3) Equipment questions

4) Report requests

ix. Contractor will provide and utilize OM400 GPS equipment, with twenty-four hour technical support provided by Contractor. Contractor will maintain the tracking equipment with current industry standards and practices.

x. Contractor will provide SFSD with two (2) iPad Minis plus mobile data service plans for use by SFSD in accessing Sentinel DNA via portable tracking devices for field enforcement and compliance activities. Contractor will disable all non-work-related applications prior to the distribution of iPad to SFSD.

7. **High Security Monitoring**. SFSD will have the option to assign participants as High Scrutiny Monitoring. High Scrutiny Monitoring will require the Contractor to provide 24-Hour Monitoring as detailed in Section E.6 and will require the Contractor to notify SFSD via email and by phone **immediately** after a participant has been Absent Without Official Leave (AWOL), or an alarm goes off due to tampering, dead battery, loss of equipment communication or location data or a cut bracelet and there is no communication with the participant, or zone violation.

i. Sentinel's DNA monitoring and case management system shall have the ability to create custom notification profiles whereby each profile is a set of protocols on how to handle specific events and violation that can be prioritized by type, by officer, and by participant to alert immediately, hold for a grace period or routed immediately to a Monitoring Center staff person for High Scrutiny notification procedures that can also be customized and pre-profiled by violation type, by participant, by risk or priority level, or by officer.

ii. The DNA profile manager shall also support both automated and manual escalation.

iii. Contractor will profile DNA specifically for SFSD High Scrutiny Monitoring.

8. **Reports**. The Contractor will submit written reports, as requested, and in the format determined by the SFSD Community Programs staff. On a monthly basis, the Contractor will report, in Microsoft Excel or Comma Delimited format, a list of people who participated in electronic monitoring 12-months prior to the reporting date and participant's status. At a minimum, Contractor will provide the following:

i. Daily Violations Reports listing the participant's name, date, time, and type of violation, including violations of movement and/or curfew restrictions, equipment malfunctions/tampers, battery status and any other problem related to the status of the participants;

ii. Daily Charging Reports listing the participant's name, date, and detailed charging data;

iii. Location Correlation Reports confirming whether a particular participant was present at a specified location within a specified time frame;

iv. Investigative Reports providing a particular participant's whereabouts during a specified time frame;

v. Proximity Reports;

vi. Statistical Reports providing a comprehensive annual statistical report of program participants including participants' names, program start dates and program end dates;

vii. Master List Report available on a weekly basis, which will include:

1) Participant's name and address; and

2) Participant's program start date, violations, case manager name, and contact information.

viii. Contractor will provide the SFSD with access to standard, system generated reports that are pre-formatted and available via any internet-enabled computer, laptop, tablet and/or smartphone through the Contractor's secure monitoring system.

ix. Authorized user can view participant activity 24 hours a day, seven (7) days a week.

x. Sentinel DNA Software System will be an SQL database structure and shall be capable of generating reports, eliciting statistical data and conducting queries for specific information as needed to meet SFSD requirement.

1) Each data field within the entire software system can be queried to generate necessary report information; and

2) Users shall have the option to view, save, and/or print data and/or reports from the system.

3) Sentinel DNA will provide a menu of advanced reporting features for participants who are being tracked with GPS. From the Reports Screen, authorized users can run reports for a single person or group of people:

- Alerts showing which actions were taken and if the notifications were successful
- Events showing all events, including alerts
- Speeding
- Proximity, allowing users to see if any of all participants were near a specific location at a specific time (crime scene Correlation)

- Zone activity to show which participants entered and left zones, such as AA, shopping malls, known drug areas, etc.
- Stops which shows where and when participants stayed in one (1) location over a given time period
- Movement which shows the participant's movement between stops, including duration, where they began and ended, etc.
- User activity which shows which users are logging into the monitoring software application system and for how long.

F. General Requirements

1. **Invoicing**. Contractor will submit invoices in the format required by SFSD for the previous month's service by the 15th day of the current month, and must contain all necessary documentation to verify validity. Invoices must state, but may not be limited to the following:
    i. Each invoice must have a unique reference number;
    ii. Client's Name;
    iii. Individual services provided with the corresponding charge per service;
    iv. Number of days client participated per service;
    v. Fees collected and adjustments in which credit amount is applied against invoiced amount (applies only in the event SFSD and Contractor initiate collection of participant fees as identified in **Appendix A Scope of Services, D. Initial Assessment and Case File**, item **10. Financial Assessment**); and
    vi. A one page Summary of Charges by Equipment, Unit Price, Number of Days Used, and Extended Price.
2. **Contractor and Contractor Employee Requirements**. All Contractor employees working in the jail will maintain current jail clearance and must attend a two hour Jail Clearance Orientation Training administered by SFSD at no cost to the Contractor. Contractors working in the field may wear bullet resistant vests provided by the Contractor at no cost to the SFSD. Industry standard bulletproof vests are estimated to cost $700-$900 each.
3. **Lost and Damaged Equipment**. Contractor will incorporate inventory shrinkage due to lost or damaged devices into total contract pricing. There will be no cost to SFSD for any lost or damaged devices. Participants who lose, damage or steal equipment will be violated from the program by SFSD and will be barred from participating in SFSD programs until participant reimburse Contractor for the equipment. Participants who fail to surrender and/or lose equipment will be violated from the program and will be barred from participating in SFSD programs until participant reimburse Contractor for the equipment. The SFSD will review each case in which the client has lost, damaged, or stolen equipment and is unable to reimburse Contractor for the equipment. On a case by case basis,

SFSD shall have the option to authorize the client to re-enroll in the electronic monitoring program and the SFSD will reimburse Contractor for equipment or arrange for a payment reimbursement plan.

i. The SFSD will require the participant(s) to replace or pay for any lost or damaged equipment directly to the Contractor.

ii. SFSD and the City and County of San Francisco shall not be responsible for damaged and/or lost equipment.

iii. On a case by case basis, SFSD may have the option to authorize a participant to re-enroll in the electronic monitoring program with Lost and Damaged Equipment and the SFSD will reimburse Contractor for equipment or arrange for a payment reimbursement plan.

G. Equipment Requirements

1. Global Positioning System (GPS) Devices (Active, Passive, Optional Home Monitoring Unit (HMU) via Landline or Cellular), capable of:

i. Producing mapping displays and reports that include participant location, zone violations, tampering and battery status.

ii. Sentinel DNA will feature mapping via Google Maps map view, satellite/aerial view, and street view.

iii. Monitoring integrated into Sentinel DNA system will allow authorized users' access, at any time of the day from any internet-enabled device, to produce mapping displays and reports that include participant location, zone violations, tampering, and battery status.

iv. Determining if a participant has violated a zone/schedule that is associated with an area on a map. System must allow for unlimited number of zones and schedules.

v. Sentinel DNA will have the ability to create schedules and unlimited number of inclusion and/or exclusion zones for each participant with various shapes and color-coding to differentiate zones.

vi. Allowing to program buffer zones around each exclusion zone for high risk cases to enable staff time to act before the participant enters an exclusion zone.

vii. Allowing for easy changes in scheduling software program.

viii. Determining geographical areas to be designated as a) Allowable, b) Unallowable, c) Optional, but can be temporarily SFSD Allowed for a specific time period, on a case-by-case basis.

ix. Allowing an agency to break out caseloads by branch and case manager.

x. Allowing the entry of narrative-style notes related to system generated alerts by SFSD personnel as well as Contractor monitoring center staff and local case worker personnel, including the documentation of steps taken to

resolve offender alerts. All entries will be date and time stamped for historical accuracy.

xi. Allowing Chrono Notes entries for individual participants. Chrono Note entries include logging any schedule changes that the offender may request, zone modifications that may have been implemented by the Department staff, or any contact initiated by SFSD to the participant. Chrono Notes will be date and time stamped for accuracy.

xii. Allowing caseworker to determine reporting intervals, Reporting intervals are 10 minutes or less.

xiii. Providing alternative location tracking using the cellular network in the absence of GPS at no additional cost.

xiv. Contractor will provide to SFSD the **OM400**, a FCC certified, one-piece/single-body-attached GPS device housing the receiver and transmitter into a single unit. All participant equipment (except a charging cable) must be included in a 1-piece, ankle attached device and must report all information exclusively through the cellular network. Must be as small and inconspicuous as possible – Dimensions shall be no larger than approximately 3.5" (L) x 2.4" 9W) x 1.6" (D) eight and four tenths (8.4) ounces or must be consistent in size and weight with the latest industry standards.

xv. Contractor will upgrade the OM400 devices to the most current devices offered by Sentinel at no additional cost to the SFSD. SFSD will have the option to accept the upgraded devices.

xvi. Attaching to participant with either a reusable or field replaceable strap that is adjustable to fit the participant and attaches at the ankle. Contractor will replace reusable straps once every year at no additional cost or will provide six (6) disposable straps per unit, per year for the term of the contract at no additional cost.

xvii. Attaching to participant with the fewest pieces possible; no screws or tools are required.

xviii. Attaching to the participant so that efforts to tamper with or remove the bracelet are obvious upon visual inspection and will provide immediate tampering detection and alert reporting. The GPS device will detect three (3) tamper types including 1) strap tamper, 2) device case tamper and 3) backplate tamper.

xix. Remaining in "tamper" mode until a Case Worker has inspected the device and cleared the alert. In the event a temper does occur, the device will not terminate the signal, shut down, or "reset" itself in any way.

xx. Functioning reliably under normal atmospheric and environmental conditions, and will be shock resistant and water proof up to 30 feet.

xxi. Allowing participant to engage in activities without posing safety hazards or undue restrictions and is FCC Specific Absorption Rate (SAR) compliant.

xxii. Tracking indoors and outdoors. In GPS-impaired environment, device will track utilizing Assisted GPS (A-GPS) and AFLT (Advanced Forward Link Trilateration), which uses the cellular network triangulation to track participants.

1) AFLT tracking intervals can be configured on a per-participant basis to be gathered as frequently as once every minute in the absence of GPS.

2) Both GPS and AFLT location points will be automatically displayed on the same DNA mapping screen. GPS points will be displayed as orange and AFLT points will be displayed as blue to designate the difference between the sources of the tracking points.

3) OM400 will use the CDMA wireless digital cellular standard to transmit and communicate data directly to the monitoring system via Verizon or Sprint cellular networks.

xxiii. Wi-Fi tracking in the absence of GPS will be an option for SFSD at no additional cost, if/once available.

xxiv. Permitting secondary tracking in 30 minute intervals.

xxv. Displaying secondary and GPS tracking on a single, integrated map.

xxvi. Equipped with technology that measures and reports drift and ensures that participant's points on the map are accurate, per industry standards for civilian GPS. Sentinel DNA will have an integrated "Precision Engine" that automatically maximizes the accuracy of the multiple location technologies (GPS, Assisted GPS and/or AFLT) into one tracking point. The "Precision" feature will measure, calculate and reflect any accuracy deviation in a number of feet, visible on screen, enabling SFSD to identify overall accuracy and any potential "drift".

xxvii. Providing internal, rechargeable, non-removable battery power, with a battery life of 72 to 100+ hours on a single charge; dependent upon the rate plan used.

xxviii. Equipping GPS device with a wall charge cord for easy recharging. Contractor will provide an advanced blue-tip GPS charger for improved connectivity, longer life, and increased durability.

xxix. Providing fully recharging GPS device within 90 minutes.

xxx. Providing a low power signal (at approximately 20%), vibrating and audio alarm plus an LED light, to indicate a device should be recharged. All notifications can be disabled remotely without the participant's knowledge, except the low power vibrating alarm.

xxxi. Providing any replacement of GPS devices and power sources for use with GPS device that fails under normal use for the term of the agreement.

xxxii. Providing vibrating and audio tone indicators that can be disabled, and that communicate the following to participant:

1) Six (6) hours of battery life remaining
2) Two (2) hours of battery life remaining
3) Charging
4) Tamper Mode

xxxiii. Providing a vibrating and audible alarm for participant communication that can be changed remotely.

xxxiv. Providing a remotely controlled (web based) system, via Sentinel DNA, to perform at multiple status levels including but not limited to a) Passive, b) Active, c) Others, and will enable Case Worker to increase or decrease the status intensity without needing to change equipment, come in contact with the equipment or the participant, and without alerting the participant to such a change in supervision.

xxxv. Pinging the device at any time to receive a current location and status

xxxvi. Collecting a tracking point at least once every 30 seconds on Active GPS, via Pursuit Mode, and must report information via the cellular network, at least once every three (3) minutes and must report tampering and zone violations immediately.

xxxvii. Collecting a tracking point at least once every minute on Passive GPS, and must report information via a cellular or landline telephone at least once every thirty (30) minutes. The passive settings can be modified.

xxxviii. Internal memory of the bracelet capable of storing up to 10,000 points and events

xxxix. Having one (1) piece body attached GPS devices incorporating a transceiver capable of two-way communication with an optional full feature **Home Monitoring Unit (HMU)** capable of RF based presence/absence residential tracking within a dense area, such as multi-dwelling buildings in/around San Francisco, with poor GPS information. Contractor will provide the **OM400 RF Beacon**, a stationary, in-home device to verify home locations. The OM400/RF Beacon have the following features:

1) Dimensions no larger than 3.75" x 7" x 7.75" and will weigh no more than four (4) pounds.
2) Incorporate non-volatile memory capability of storing 2,500 events with date and time stamp.

3) Operate from 110VAC commercial electricity and have internal rechargeable batteries backup capable of performing all functions in excess of 50 hours of continuous operation.

4) Has an RJ11 landline connector and cellular communications via Verizon and Sprint.

5) Incorporates a transceiver capable of two-way communication with the 1-piece body attached GPS device.

6) Detects and reports tampering and motion/location, as well as, disconnect/reconnect of electrical power and telephone line.

7) Communicate with participants through the bracelet. All programming and monitoring performed by case manager and SFSD is accomplished through a web-based program.

8) Enable Contractor and SFSD through a web-based program to remotely and discretely perform the following:

   a. Range testing

   b. Variable tracking/reporting intervals

   c. Pairing with 1-piece body attached GPS device

   d. Diagnostic Testing

9) **Optional Victim Dual GPS Application** – Contractor offers an option in which the OM400 GPS devices worn by both the offender/perpetrator plus a second victim-carried GPS device creating a unique "Mobile Exclusion Zone" around the victim. This monitoring service will notify the victim as well as law enforcement if the offender gets too close to the victim.

2. Mobile Breath Alcohol Testing, capable of:

i. Collecting and reporting a color participant image at time of test for participant verification against a "Master Reference Image" via an embedded high-resolution camera. Contractor will provide **BA/RT mobile breath alcohol testing device**.

ii. Lightweight, handheld and mobile with the participant, and capable of testing in all locations; dimensions no larger than approximately 6" x 2.8" x 1.4" weighing no more than 8.4 ounces.

iii. Utilizing fuel cell technology that is specific to alcohol to perform a deep lung sample and measure the exact Breath Alcohol Content (BAC) from participant being tested.

iv. The BA/RT device, at the time of the participant test, will measure breath temperature and humidity along with the BAC to guarantee the breath sample is human.

v. Confirming the BAC level to the central computer once testing has concluded. The monitoring of the BA/RT mobile breath alcohol testing

device will be integrated in the Sentinel DNA web-based monitoring and case management platform.

vi. Providing immediate test reporting of participant photo, BAC, and corresponding GPS coordinates via cellular communication. All communication costs are included within the proposed price.

vii. Continuing to test and store results, along with the date and time of such testing, while in a cellular disadvantaged areas; storing up to 1,500 tests.

viii. Continued attempts to report to the Monitoring Center until successful.

ix. Operating without body attached equipment, home equipment, or home phone line.

x. Performing random, scheduled and on-demand testing. Changes can be made by staff remotely without participant interaction, via Sentinel DNA.

xi. Performing tracking of participant location at time of each test via built-in GPS, displayed with Google Maps. All data immediately transmits to the Contractor's 24/7 monitoring center for notification processing by the Contractor's monitoring center staff. Results will be immediately available via Sentinel DNA, allowing SFSD immediate access to all monitoring data.

xii. Recharging of re-chargeable battery within approximately 60 minutes will provide a full 100% charge.

xiii. Providing capability for Contractor and SFSD staff to communicate to participant via text, plus participant acknowledgement.

xiv. Providing multiple methods of guidance and functionality to the participant during the testing process, including the following:

1) Audible prompts for time to test
2) Multiple instructional alpha-numeric display prompts to guide participant through testing.
3) Multi-colored LED indicators
4) Test button
5) Acknowledgement button
6) Front panel lights to ensure quality image

xv. Providing, at a minimum, the following:

1) Email alerts with numeric BAC reading
2) Device utilizes a cellular system for reporting
3) Color facial participant image taken at the time of test
4) Web-based geo-map of participant location at the time of test

3. **Continuous Alcohol Monitoring (CAM) via Landline or Cellular or Wi-Fi, capable of:**

   i. Measuring the ethanol concentration in a discrete sample of the ethanol vapor as insensitive perspiration or the unnoticed perspiration that occurs continuously and shall be obtained via body attached device without the need for active participation by the participant, and capable of distinguishing between environmental factors and actual consumption. Contractor will provide **SCRAM transdermal continuous alcohol monitoring (CAM) system.**

   ii. Detecting and reporting tampering/removal and be tamper evident via temperature, infra-red, or other methods and tamper detection capabilities.

   iii. All violations – Drinking events, tampers, obstructions, communication alerts, and interfering environmental alcohol – will be viewed and interpreted by a committee of certified analysts from the Contractor.

   iv. Confirmed violations will be automatically date/time stamped, emailed to agencies by 9:00 am the next day plus a daily action plan showing which participant had specific violations.

   v. Providing a range of reports and graphs, from a snapshot of a single event to a comprehensive view of an offender's behavior over time.

   vi. Reporting data via landline through a base station that plugs into an analog telephone. There is no additional charge for communication costs.

   vii. Contractor offers an optional companion cellular and Wifi transceiver (for CAM participants without landline phone lines). Contract prices are inclusive of all communication costs be it landline or cellular.

   viii. Testing automatically conducted at fixed intervals set by the Contractor or SFSD staff, as frequently as once every 30 minutes.

   ix. Incorporating replaceable batteries with a minimum 90 days life duration. SCRAM posts a low battery event seven (7) days prior to battery failure.

   x. Replacing batteries and/or ankle unit small parts (screws, clips, rails, etc.).

   xi. Providing HMUs (Home Monitoring Unit) capable of reporting data via landline.

   xii. Offering an optional modular cellular unit that can connect to the SCRAM Base Station. The SCRAM base station will have Ethernet and Wi-Fi connectivity. (for CAM participants without landline phone lines).

   xiii. Providing CAM device integrating RF presence/absence residential tracking and web-based information system.

   xiv. Offering CAM device that can be Peer reviewed, able to withstand judicial scrutiny and meet the 33 Frye Daubert Rulings and Federal Rules of Evidence (FRE) 702 and 703 admissibility standards.

xv. Providing comprehensive court support, including manufacturer testimony when needed.

xvi. Utilizing the option of two (2) Apple iPad Minis for field enforcement and compliance activities so as not to interfere with the ability of SFSD staff to actively engage participants during enforcement actions, at no cost to SFSD.

xvii. Remaining current with industry standards and practices for tracking equipment purposes or applications.

xviii. FCC Compliant

IV. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the San Francisco Sheriff's Department will be the Community Programs Unit Commander or his/her designee during normal operational hours as defined by SFSD and rotating supervisory staff on off-hours as defined by SFSD. The current Community Programs Unit Commander is Captain Michele Fisher.

Appendix B
Calculation of Charges
(City-Paid Service Fees)

1. Equipment Fees

Device	Unit of Measure	Price Per Day
Active GPS	Per Unit/Day	$8.48
Additional Cost per GPS device for High Scrutiny Monitoring (per Appendix A – Section I. E. 7)	Per Unit/Day	Included @ N/C
Home Monitoring Unit (HMU) via Landline	Per Unit/Day	Beacons included @ N/C
Home Monitoring Unit (HMU) via Cellular	Per Unit/Day	Beacons included @ N/C
Mobile Breath Alcohol Testing	Per Unit/Day	$6.00
Continuous Alcohol Monitoring (CAM) via Landline	Per Unit/Day	$9.94
Continuous Alcohol Monitoring (CAM) via Cellular	Per Unit/Day	$10.04
Continuous Alcohol Monitoring (CAM) via Ethernet	Per Unit/Day	$9.94
Continuous Alcohol Monitoring (CAM) via Wi-Fi	Per Unit/Day	$9.94
Active GPS bundled with Continuous Alcohol Monitoring (CAM)	Per Unit/Day	$13.72
Volume Discount on Active GPS Device used in excess of 50 devices	% of Discount on per unit/day rate	0.00%
Volume Discount on CAM Cellular Device used in excess of 50 devices	% of Discount on per unit/day rate	0.00%
*Optional Victim Dual GPS Application (Per Appendix A – Section I. G. 1. xxxix. 9)	Per Unit/Day	$11.85

2) Appendix B, Section 1 – Equipment Fees, are inclusive of all itemized costs and hourly rates for Sentinel team members.

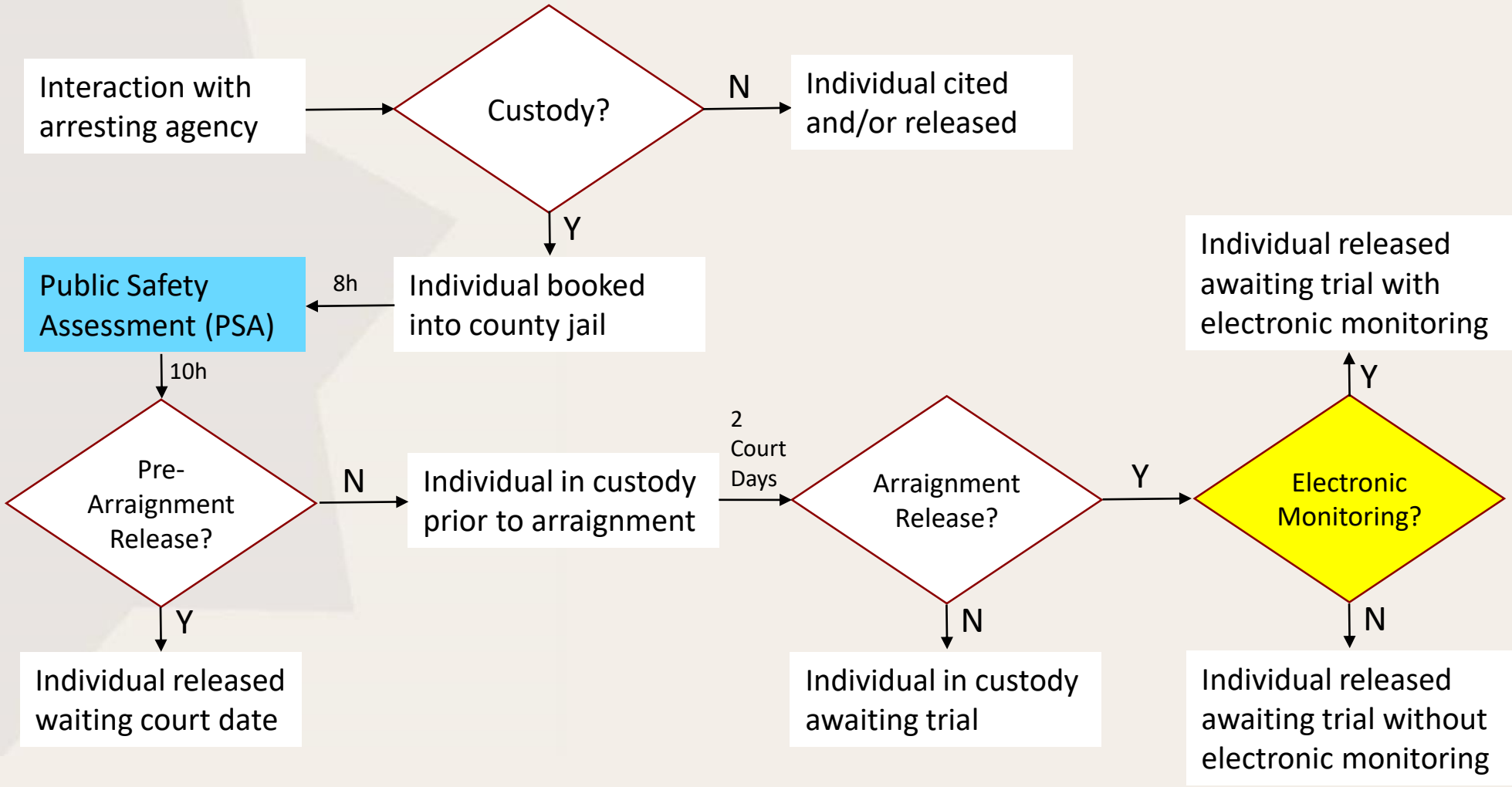
Electronic Monitoring Program Annual Review

Budget & Finance Committee
December 2, 2020

Purpose for Presentation

- California Penal Code 1203.016 requires annual Board review:
  - ✓ Electronic Monitoring (EM) Program rules and regulations
    - ➢ Scope of Services – Unchanged since 2019 contract approval by Board
  - ✓ Evidence of Financial Responsibility
    - ➢ Liability Insurance

Electronic Monitoring Assignment Process

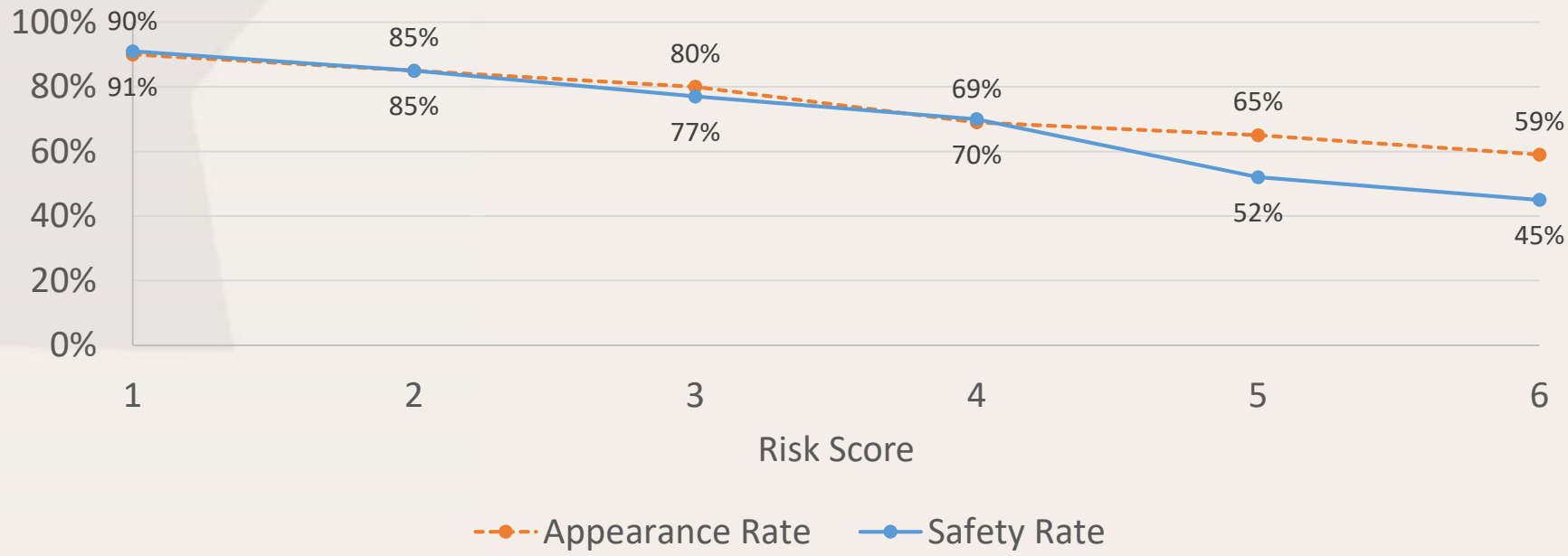


Public Safety Assessment – Decision Making Framework

Appearance Rate \ Safety Rate	1	2	3	4	5	6	Total
1	3,792	2,160					5,952
2	131	1,728	3,380	2,646	69		7,954
3		511	2,345	3,286	547	103	6,792
4		154	547	1,382	1,310	389	3,782
5		63	149	1,222	1,621	950	4,005
6				44	154	1,032	1,230
Total	3924	4618	6424	8584	3706	2480	**29,736**

Public Safety Assessments
Number of PSAs Scored - May 2016 to Dec 2019

Decision Making Framework Recommendation
Green: OR - No Active Supervision
Yellow: OR - Minimum Supervision
Orange: SFPDP - Assertive Case Management
Red: Release Not Recommended



San Francisco

Sheriff's Office

Impact / Effectiveness

September 26, 2016		September 26, 2019		September 26, 2020	
2,147	Est. jail population without alternatives to incarceration	**2,729**	Est. jail population without alternatives to incarceration	**2,129**	Est. jail population without alternatives to incarceration
1,351	Actual jail population	**1,277**	Actual jail population	**785**	Actual jail population
796	Individuals out of custody on pretrial release and sentenced to alternatives*	**1,452**	Individuals out of custody on pretrial release and sentenced to alternatives*	**1,344**	Individuals out of custody on pretrial release and sentenced to alternatives*
37% of total on alternatives		53% of total on alternatives		63% of total on alternatives	

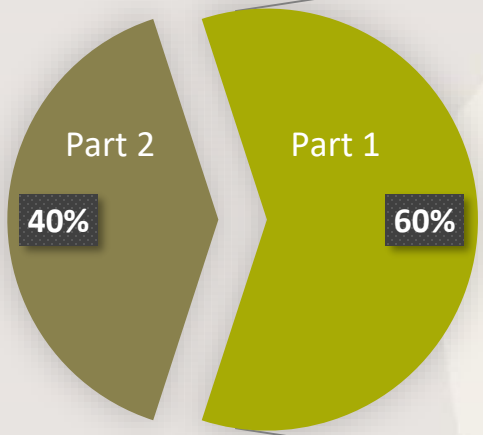
*Including Electronic Monitoring

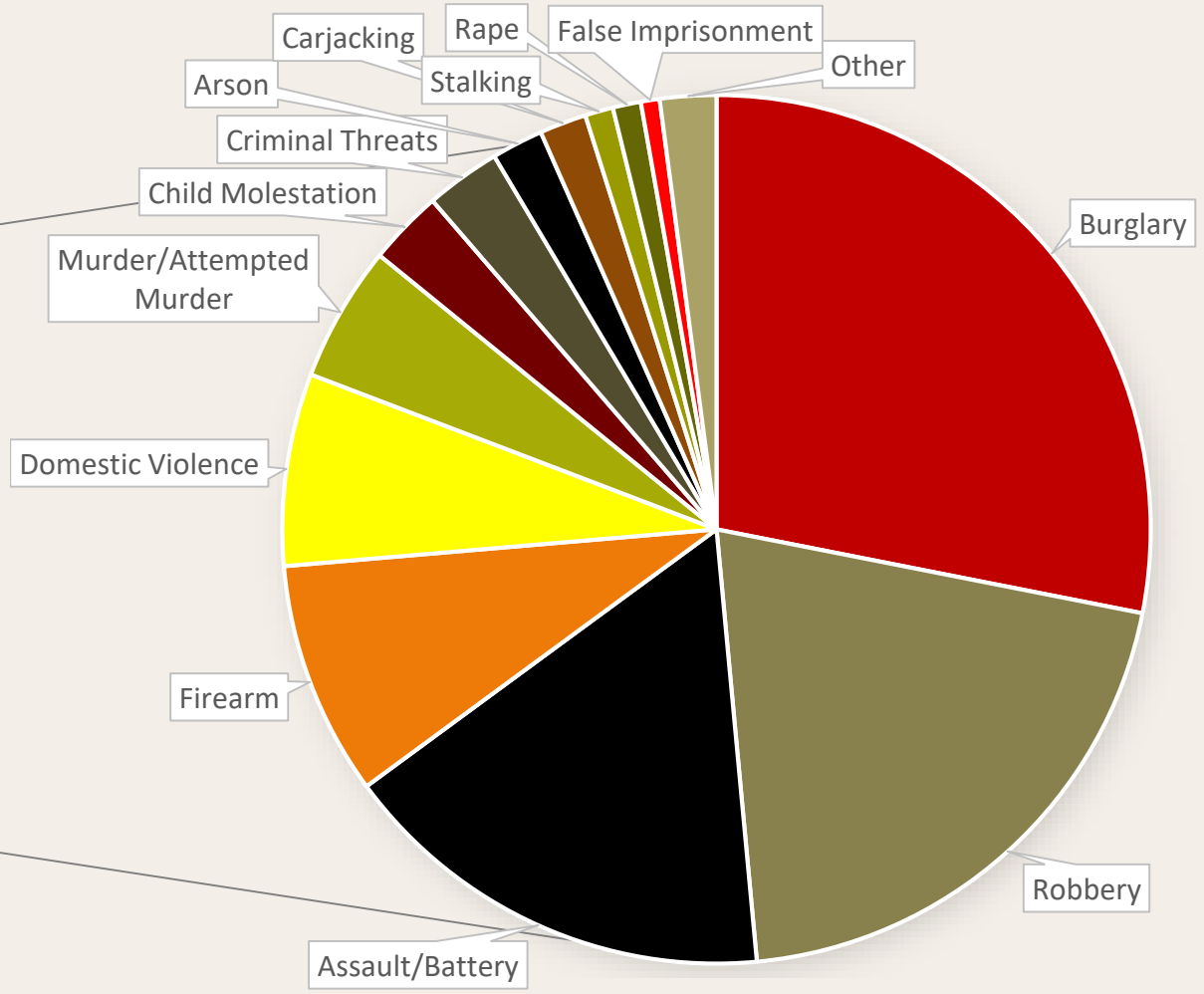
San Francisco

Sheriff's Office

Who's on electronic monitoring?

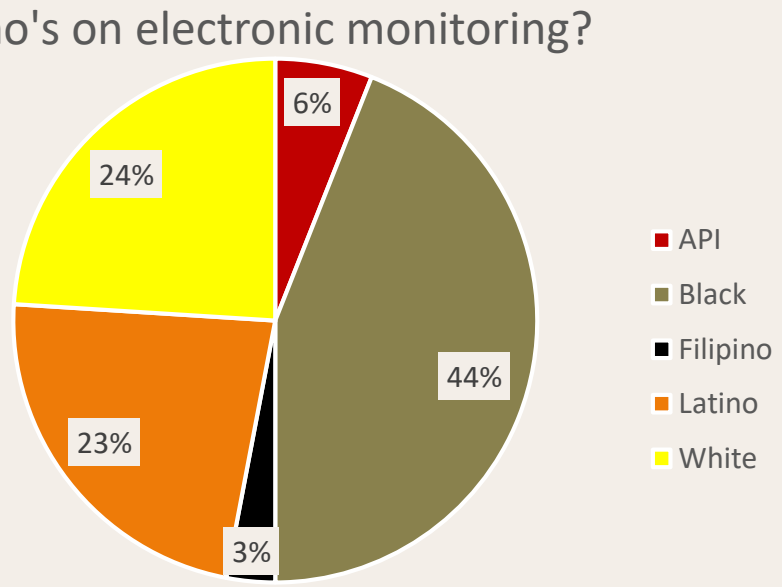
- **Part 1:** Violent top charge including murder, rape, arson, robbery, domestic violence, child molestation, felony burglary, false imprisonment
- **Part 2:** Non-violent top charge including misdemeanor burglary, drug crimes, DUI's, fraud, violation of court order, hit and run, theft

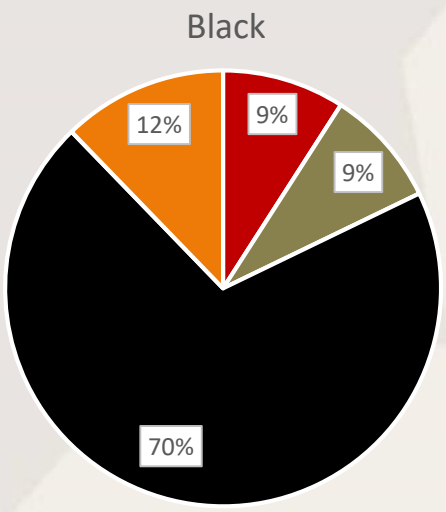


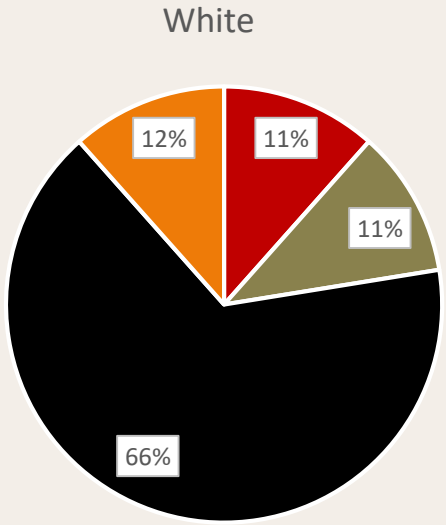


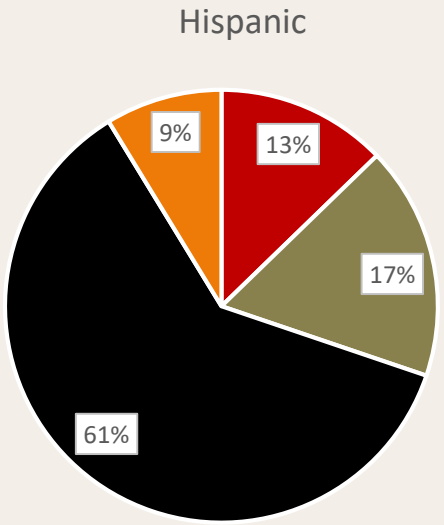
San Francisco

Sheriff's Office







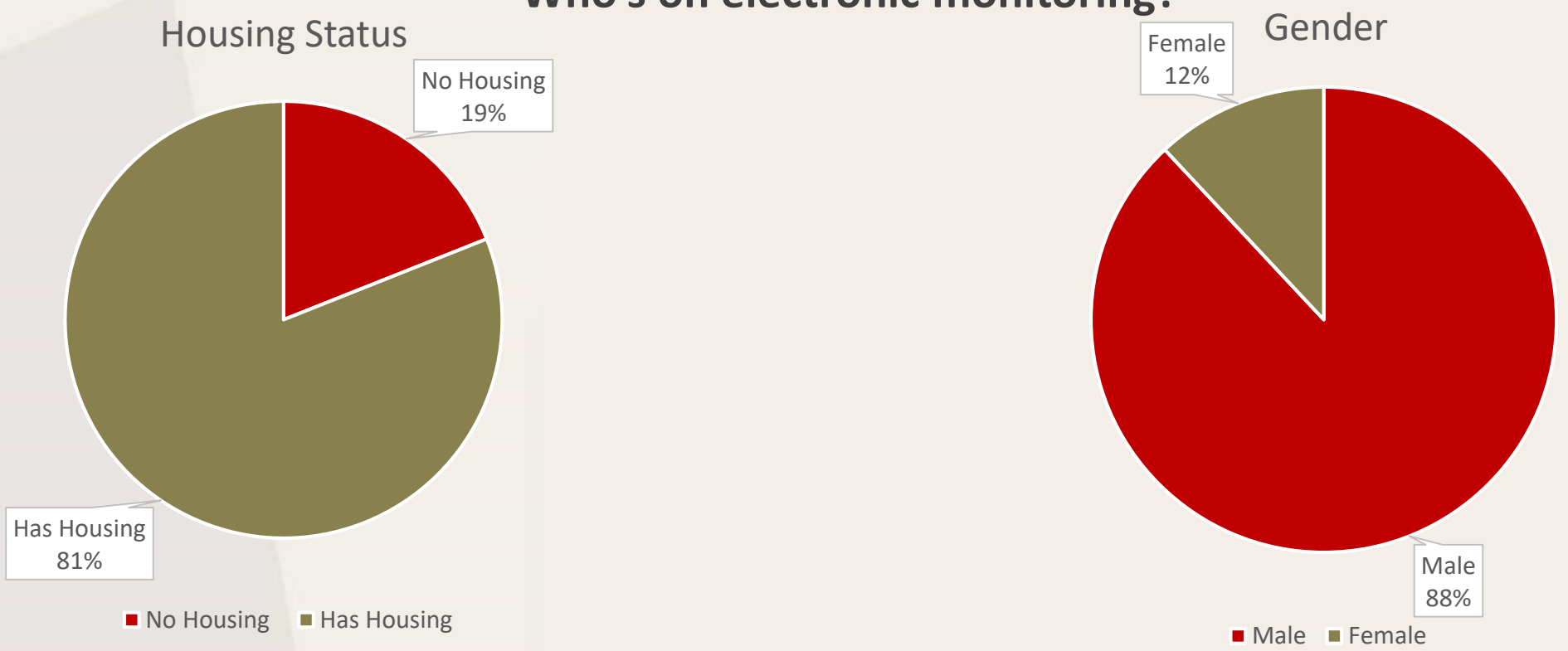


No Active Supervision ■ Minimum Supervision ■ Assertive Case Management ■ Release Not Recommended

San Francisco

Sheriff's Office

Who's on electronic monitoring?



San Francisco
Sheriff's Office

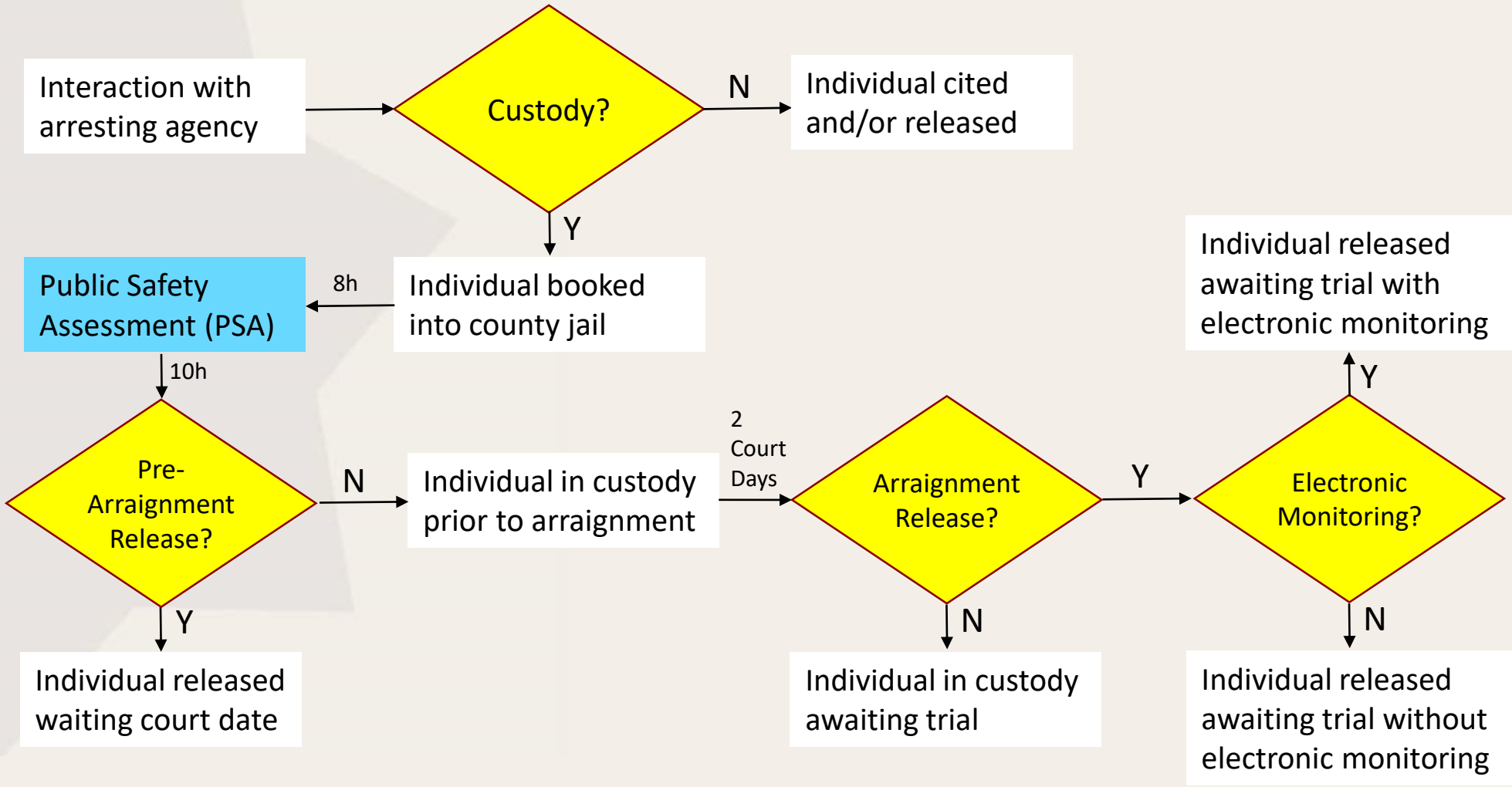
Electronic Monitoring Program Annual Review

Budget & Finance Committee
October 7, 2020

Purpose for Presentation

- California Penal Code 1203.016 requires annual Board review:
  - ✓ Electronic Monitoring (EM) Program rules and regulations
    - ➢ Scope of Services – Unchanged since 2019 contract approval by Board
  - ✓ Evidence of Financial Responsibility
    - ➢ Liability Insurance

Electronic Monitoring Assignment Process



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Number of PSAs Scored - May 2016 to Dec 2019

Decision Making Framework Recommendation
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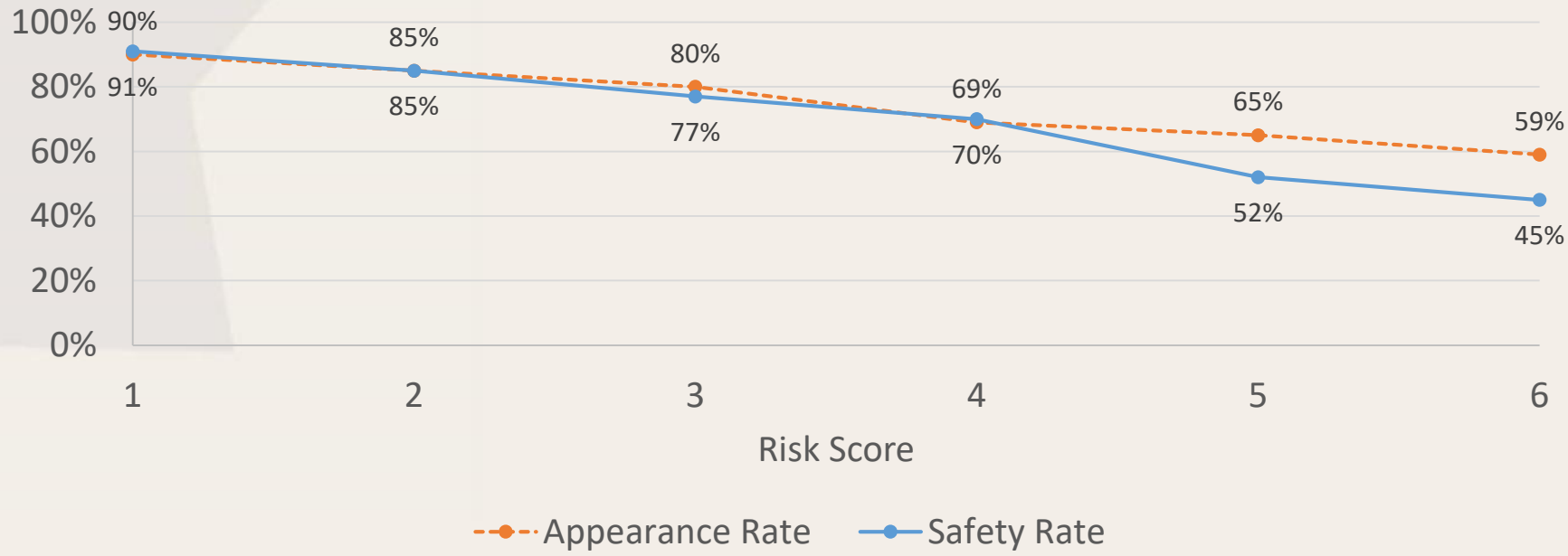

San Francisco

Sheriff's Office

Impact / Effectiveness

September 26, 2016		September 26, 2019		September 26, 2020	
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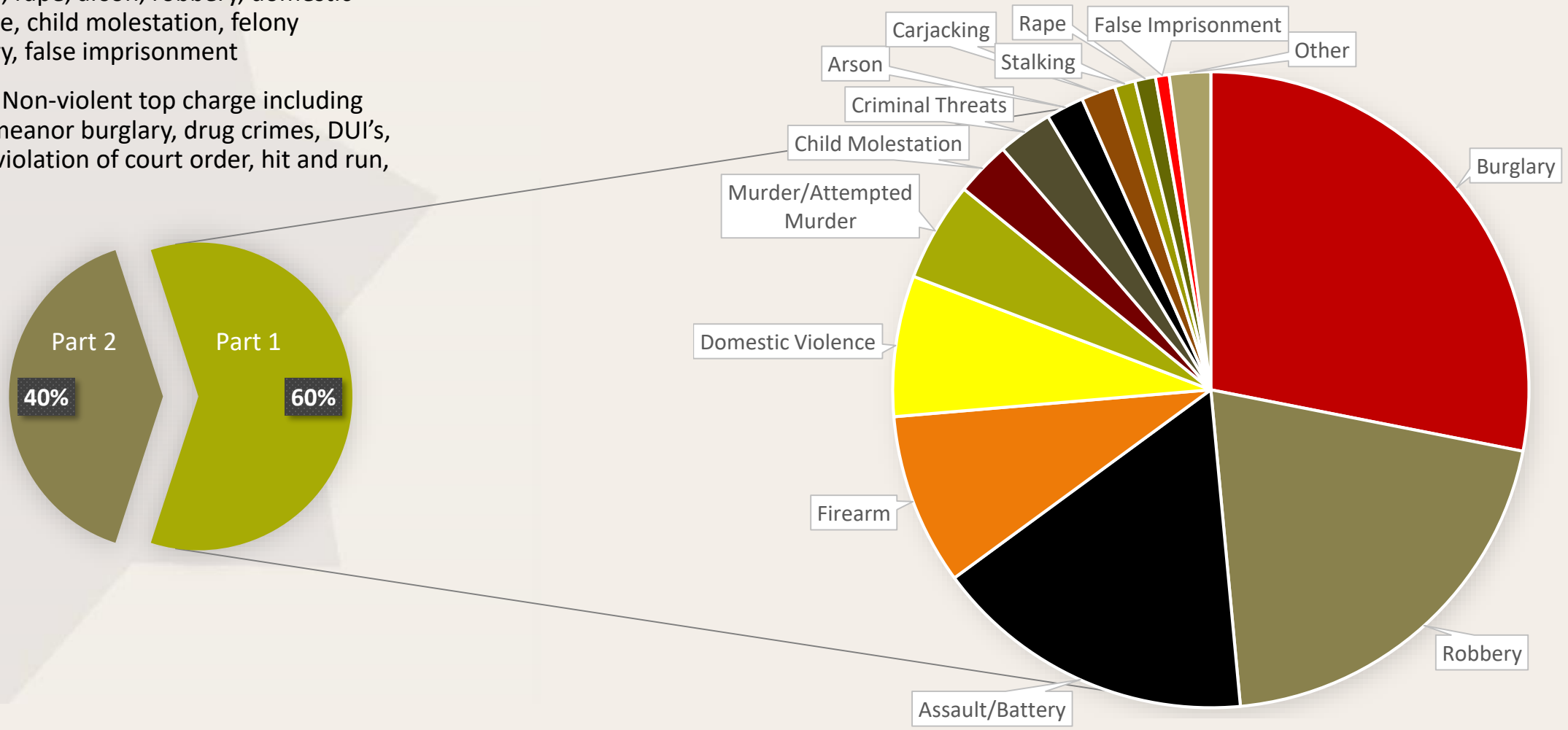
*Including Electronic Monitoring

San Francisco

Sheriff's Office

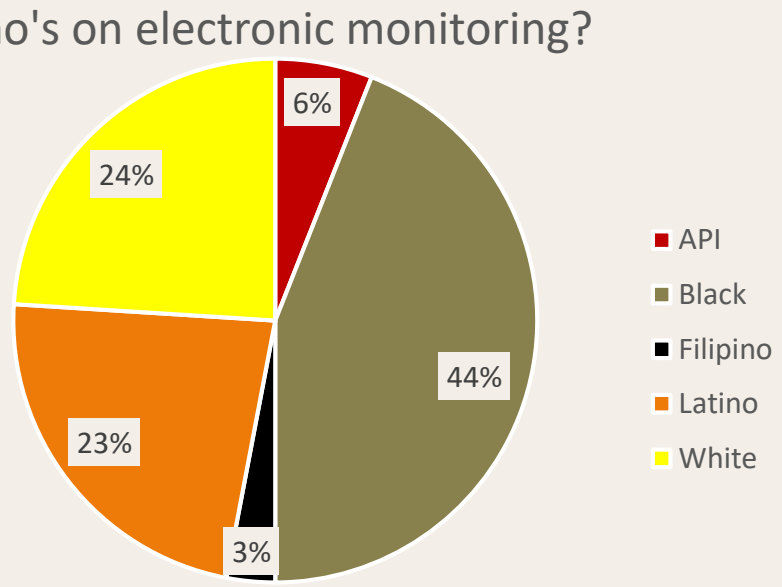
- **Part 1:** Violent top charge including murder, rape, arson, robbery, domestic violence, child molestation, felony burglary, false imprisonment
- **Part 2:** Non-violent top charge including misdemeanor burglary, drug crimes, DUI's, fraud, violation of court order, hit and run, theft

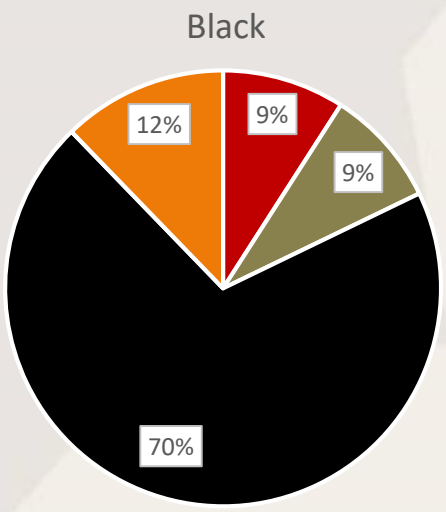
Who's on electronic monitoring?

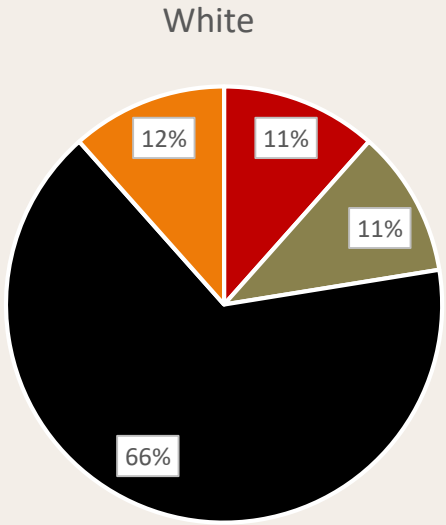


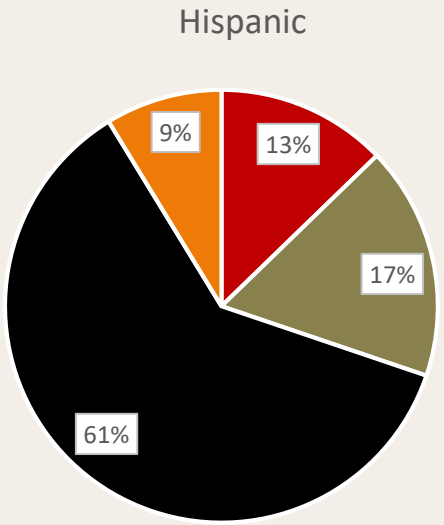
San Francisco

Sheriff's Office









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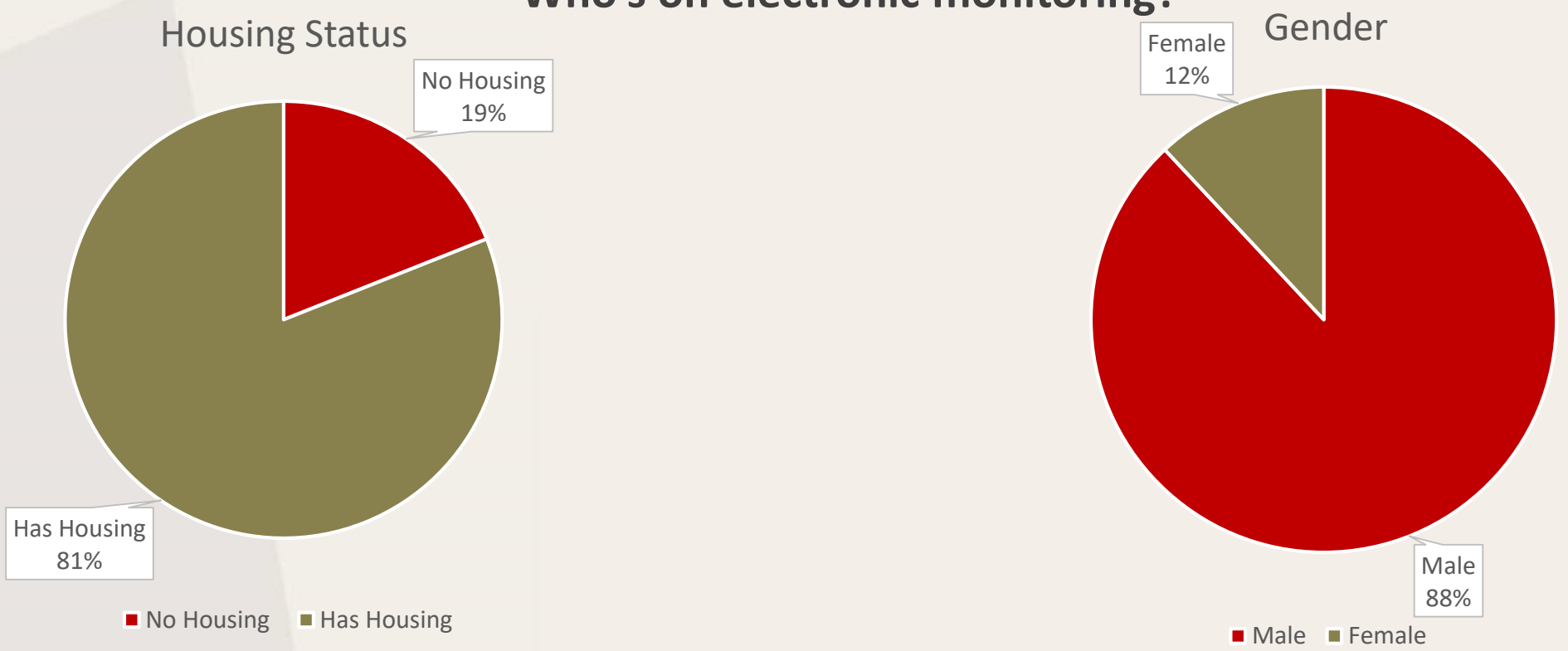
San Francisco

Sheriff's Office

Who's on electronic monitoring?



San Francisco
Sheriff's Office

Electronic Monitoring Program Annual Review

Budget & Finance Committee
September 30, 2020

Purpose for Presentation

- California Penal Code 1203.016 requires annual Board review:
  - ✓ Electronic Monitoring (EM) Program rules and regulations
    - ➢ Scope of Services – Unchanged since 2019 contract approval by Board
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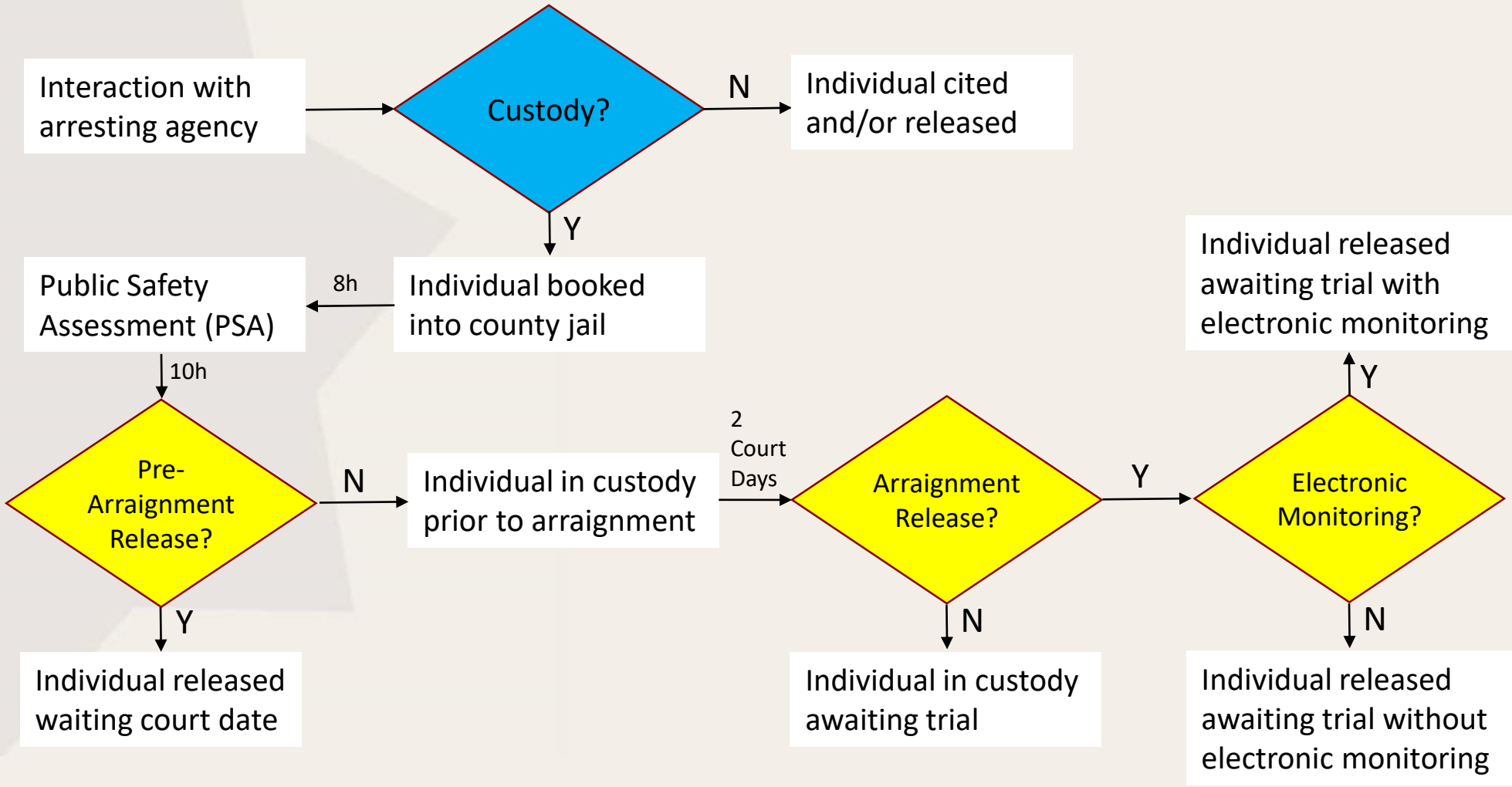
Electronic Monitoring Assignment Process



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3		373	2,157	2,950	475	87
4		101	487	1,274	1,117	341
5		7	118	1,121	1,447	821
6				36	137	820

Public Safety Assessments (PSA)
Number of PSAs Scored - May 2016 to Dec 2019

Decision Making Framework Recommendation
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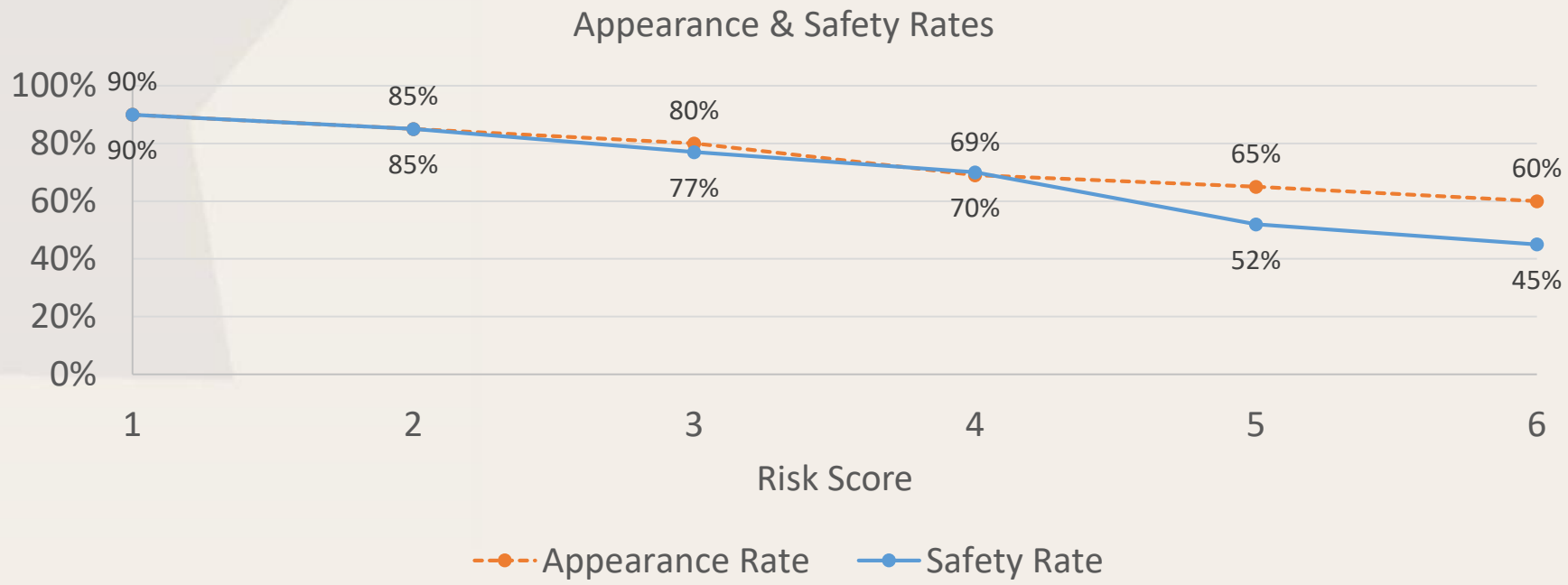


San Francisco

Sheriff's Office

Impact / Effectiveness

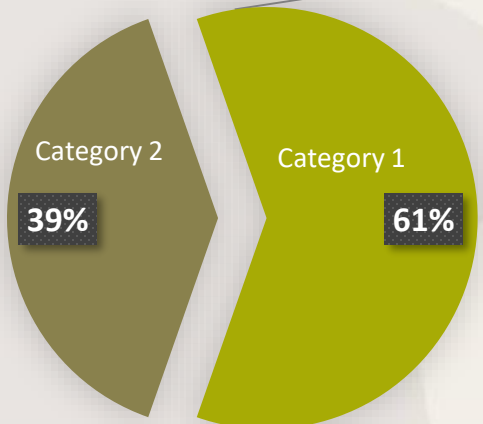
September 26, 2016		September 26, 2019		September 26, 2020	
2,147	Est. jail population without alternatives to incarceration	**2,729**	Est. jail population without alternatives to incarceration	**2,129**	Est. jail population without alternatives to incarceration
1,351	Actual jail population	**1,277**	Actual jail population	**785**	Actual jail population
796	Individuals out of custody on pretrial release and sentenced to alternatives*	**1,452**	Individuals out of custody on pretrial release and sentenced to alternatives*	**1,344**	Individuals out of custody on pretrial release and sentenced to alternatives*
37% of total on alternatives		53% of total on alternatives		63% of total on alternatives	

*Including Electronic Monitoring

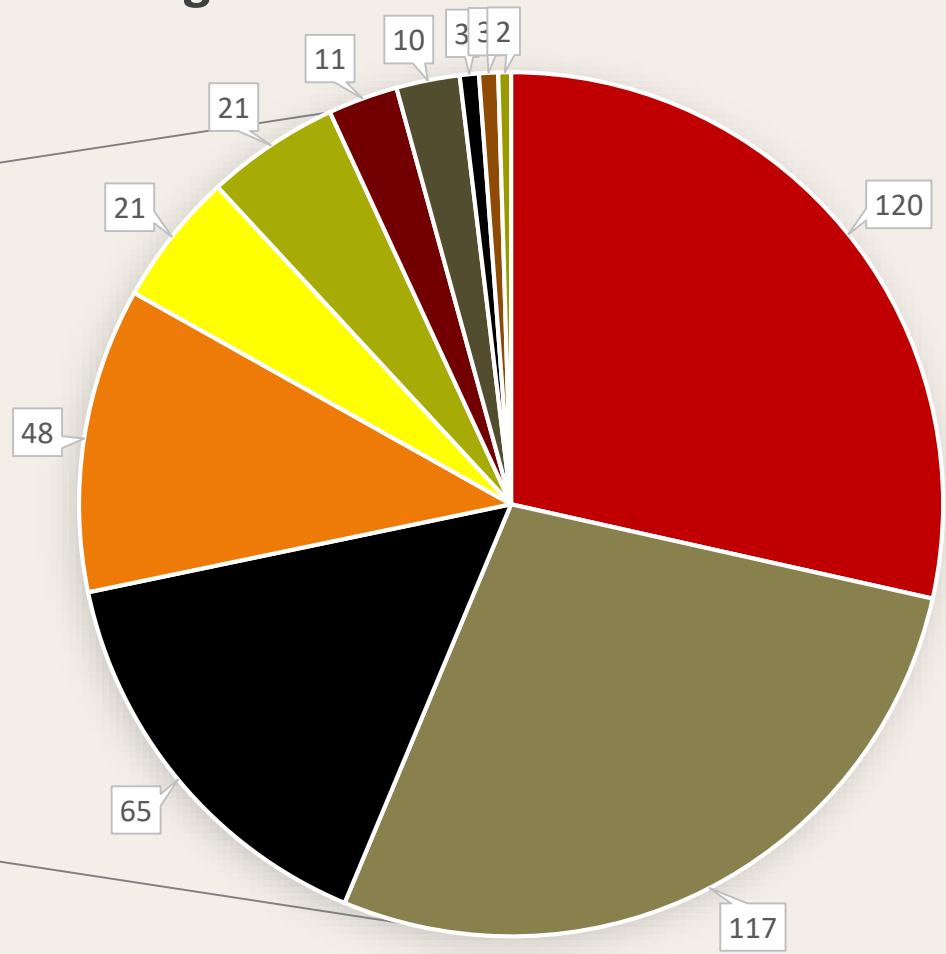
San Francisco

Sheriff's Office

- **Category 1:** Violent top charge including murder, rape, arson, robbery, domestic violence, child molestation, felony burglary, false imprisonment
- **Category 2:** Non-violent top charge including drug crimes, DUI's, fraud, violation of CRT order, hit and run, theft



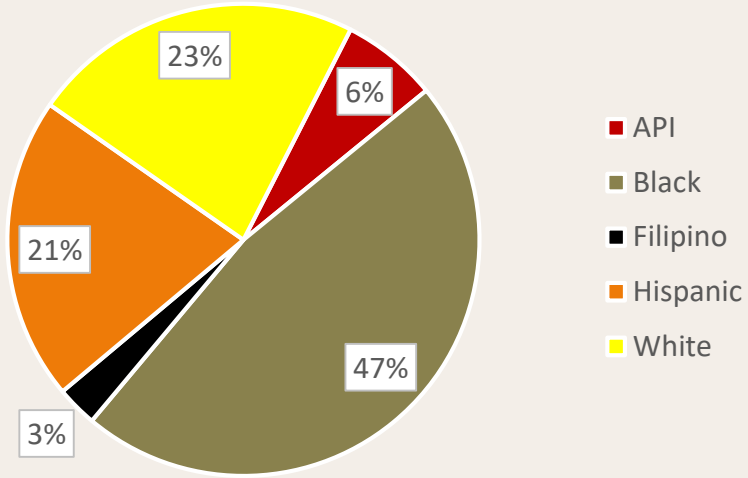
Who's on electronic monitoring?



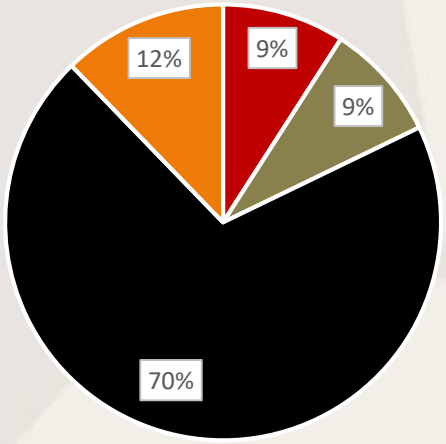
San Francisco

Sheriff's Office

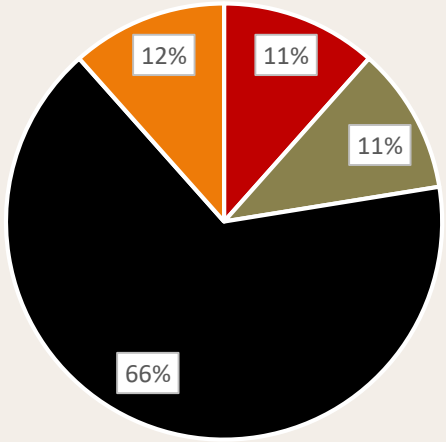
Who's on electronic monitoring?



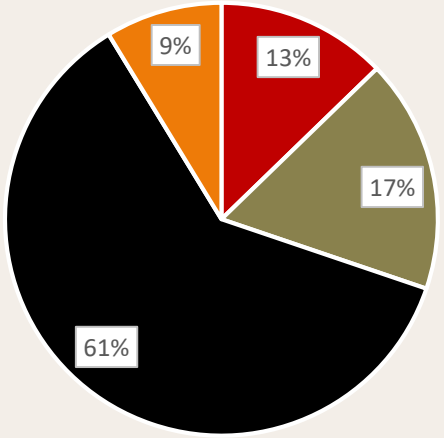
Black



White



Hispanic

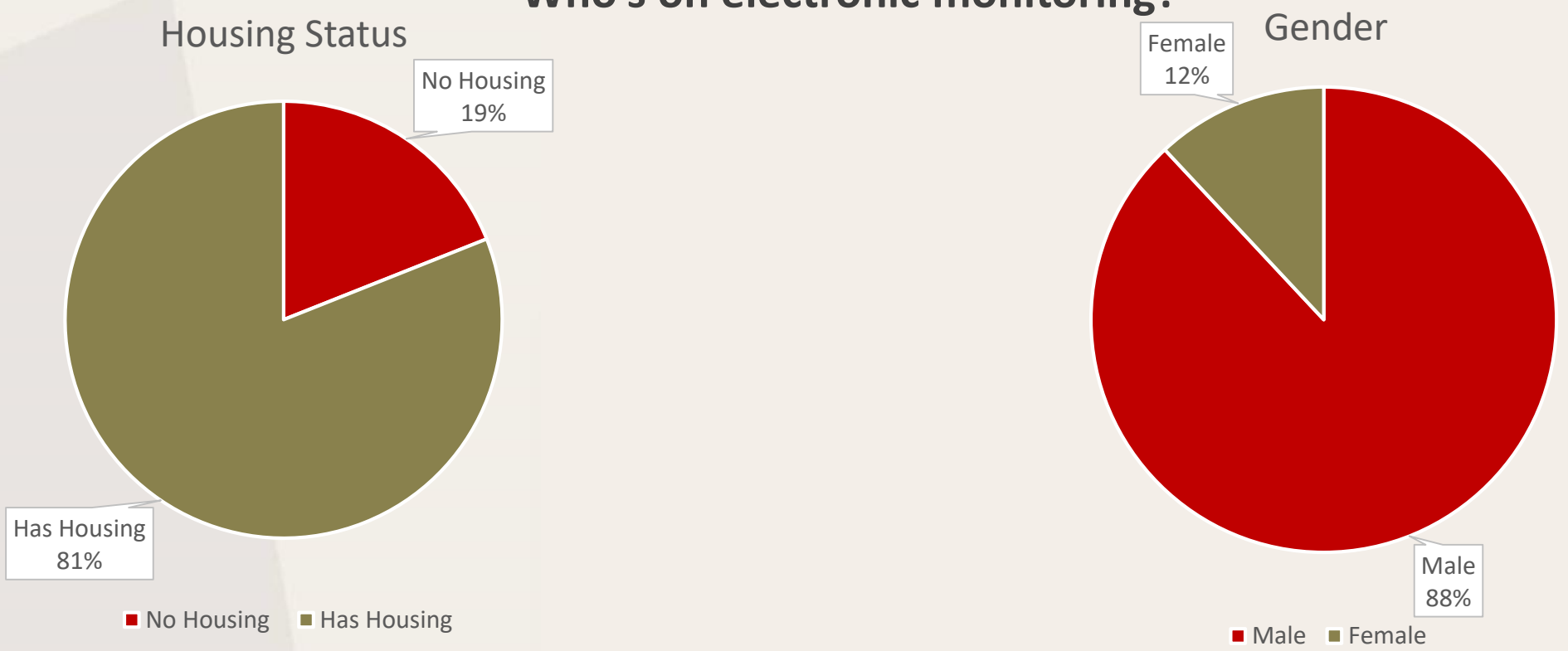


No Active Supervision Minimum Supervision Assertive Case Management Release Not Recommended

San Francisco

Sheriff's Office

Who's on electronic monitoring?



OFFICE OF THE SHERIFF
CITY AND COUNTY OF SAN FRANCISCO

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

PAUL MIYAMOTO
SHERIFF

July 27, 2020
Reference: CFO 2020-007

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

Re: Annual Review of Electronic Monitoring Regulations and Financial Liability

Dear Ms. Calvillo,

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

Pursuant to Penal Code Sections 1203.016, enclosed please find the annual rules and regulations of the electronic monitoring program set forth in Appendix A of the contract with program administrator, Sentinel Offender Services LLC, and a certificate of current liability insurance as evidence of financial responsibility.

The rules and regulations of the electronic monitoring program, per Appendix A, is unchanged from the documents on file with the Clerk of the Board of Supervisors in File No. 190673.

The following is a list of accompanying documents:

- Proposed Resolution (1 hard copy and 1 electronic copy sent via email to BOS.Legislation@sfgov.org)
- Appendix A, Rules and Regulations (1 hard copy and 1 electronic copy BOS.Legislation@sfgov.org)

- Certificate of Insurance (1 hard copy and 1 electronic copy BOS.Legislation@sfgov.org)

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

Sincerely,

DocuSigned by:
Crispin Hollings
3BE50B7C42C741E...

Crispin Hollings
CFO

Phone: 415 554-7225 Fax: 415 554-7050
Website: sfsheriff.com Email: sheriff@sfgov.org

PRESIDENT NORMAN YEE
BUDGET CHAIR SANDRA LEE FEWER

MEMORANDUM

DATE: December 10, 2020

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: President Norman Yee and Budget Chair Sandra Lee Fewer

CC: Honorable Members of the Board of Supervisors
Legislative Aides
Administrative Aides
Anne Pearson, Office of the City Attorney
Ben Rosenfield, City Controller
Budget & Legislative Analyst's Office
Mayor's Office
City Departments

SUBJECT: Special Budget and Finance Committee Meeting – Wednesday, December 16, 2020

Dear Madam Clerk:

It has come to our attention that there are several time-sensitive budgetary items that need action prior to the new year, including the release of funds from the Budget & Finance Committee reserve.

Pursuant to Administrative Code 2.8, there will be a Special Budget & Finance Committee meeting scheduled on Wednesday, December 16, 2020 at 10:00 A.M. to hear these matters. We appreciate the Budget & Finance Committee Members and Department staff for being available to fulfill this official business.

Below are the items that will be heard at this Special Budget & Finance Committee meeting:

- **201361** – Hearing - Release of Reserved Funds - Office of Early Care and Education - Economic Recovery - $42,000,000
- **200876** - Home Detention Electronic Monitoring Program Rules and Regulations and Program Administrator's Evidence of Financial Responsibility - FY2020-2021

- **200933** - Contract Amendment - Cross Country Staffing, Inc. - Registry Services - Not to Exceed $41,200,000
- **201260** - Fee and Tax Relief for Certain Businesses
- **201363** - Hearing - Release of Reserved Funds - Department of Public Health - Implementation of Key Behavioral Health Initiatives - $30,300,000
- **201378** - Hearing - Release of Reserved Funds - Department of Homelessness and Supportive Housing - Implementation of Homelessness Recovery Plan - $64,200,000

Thank you,

Supervisor Norman Yee
President, Board of Supervisors

Supervisor Sandra Lee Fewer
Chair, Budget and Finance Committee

From:	Gong, Henry (SHF)
To:	BOS Legislation, (BOS)
Cc:	Miyamoto, Paul (SHF); Fisher, Michele (SHF); Hollings, Crispin (SHF); Kuhns, Jonathan (SHF)
Subject:	Proposed Resolution for the annual review of the SFSO"s Electronic Monitoring Program
Date:	Tuesday, July 28, 2020 9:30:04 AM
Attachments:	BOS Annual EM Review Cover Ltr 07.27.2020.docx.pdf Legilation Received Checklist - SFSO.pdf Resolution EM Program Annual Review - REDLINE.pdf EM Program Annual Review - Sentinel 2020 SHF.docx P-600 Sentinel EM Contract - APPROVED 07.30.2019.pdf Certificate of Insurance - Sentinel.pdf

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CITY & COUNTY OF SAN FRANCISCO
SHERIFF'S OFFICE

BOARD OF SUPERVISOR LEGISLATION

To: BOS Legislation
Date: July 28, 2020

RE: Annual approval of the Sheriff's Office Electronic Monitoring Program's Rules and Regulations and Financial Responsibility.

Attached is proposed Resolution to approve the Sheriff Office's home detention and electronic monitoring program rules and regulations and approving evidence of financial responsibility demonstrated by program administrator, Sentinel Offender Services, LLC ("Sentinel").

Attachments:

1. Cover Letter
2. Legislation Received Checklist
3. Proposed Resolution (Redline)
4. Proposed Resolution (Word Doc.)
5. Sentinel Contract containing Appendix A – Electronic Monitoring Rules and Regulations
6. Certificate of Insurance.

Contacts:

Michele Fisher, Chief, Administration and Programs 415.554.4334
Crispin Hollings, Chief Financial Officer 415.554.4316
Johnathan Kuhns, Lieutenant, Community Programs 415.575.6462
Henry Gong, Administrative Analyst SFSO 415.554.7241

****

Henry Gong
San Francisco Sheriff's Office - Finance
1 Dr. Carlton B. Goodlett Place

Room 456, City Hall
San Francisco, CA 94102

Tel: (415) 554-7241

From:	Wong, Linda (BOS)
To:	Wong, Linda (BOS)
Subject:	FW: NNSFJ"s electronic monitoring policy recommendations
Date:	Thursday, May 20, 2021 4:45:42 PM
Attachments:	Letter to Sheriff - Changes to EM Rules & Agreements (05-19-21).docx.pdf

From: NoNewSFJail Coalition <nonewsfjail.outreach@gmail.com>
Sent: Wednesday, May 19, 2021 8:33 AM
To: Miyamoto, Paul (SHF) <paul.miyamoto@sfgov.org>
Cc: Haney, Matt (BOS) <matt.haney@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Mar, Gordon (BOS) <gordon.mar@sfgov.org>; RivamonteMesa, Abigail (BOS) <abigail.rivamontemesa@sfgov.org>; Chinchilla, Monica (BOS) <monica.chinchilla@sfgov.org>; Quan, Daisy (BOS) <daisy.quan@sfgov.org>; Goossen, Carolyn (PDR) <carolyn.goossen@sfgov.org>; Wong, Linda (BOS) <linda.wong@sfgov.org>
Subject: NNSFJ's electronic monitoring policy recommendations

Dear Sheriff Miyamoto and the SF BoS Budget & Finance Committee,

Please see attached letter from the No New SF Jail Coalition regarding policy recommendations for SFSD's electronic monitoring program.

Sincerely,

No New SF Jail Coalition
nonewsfjail.outreach@gmail.com

May 19, 2021

Sheriff Paul Miyamoto
San Francisco Sheriff's Department
City Hall, Room 456
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Paul.Miyamoto@sfgov.org

Submitted via electronic mail

Subject: Electronic Monitoring Policy Recommendations

Dear Sheriff Miyamoto:

The No New SF Jail Coalition was heartened to hear at the December 2, 2020, Board of Supervisors Budget and Finance Committee meeting that the San Francisco Sheriff's Department is committed to revisiting the rules and agreements of your electronic monitoring program.

Our coalition ultimately rejects the use of electronic monitoring. Electronic monitoring extends carceral surveillance into our communities and homes, and it is harmful, costly, and counterproductive. We instead advocate for community investments that address root causes of harm, increase life-affirming resources, and facilitate self-determination for all San Franciscans.

While SFSD continues to operate an electronic monitoring program, we urge the immediate implementation of our enclosed policy recommendations, which are intended to mitigate the harms of the program, while facilitating successful reentry to the community. The goals of these changes are to invest in people's success, reduce surveillance overreach, and to protect the civil rights that everyone deserves.

Additionally, we ask the City to invest in programs that support court attendance — such as court date reminders and transportation assistance — and explore all other possibilities of release. Electronic monitoring is the most restrictive form of supervision, short of incarceration, and it should not be a condition for release from jail.

In your related conversations with the Public Defender's Office, we ask that input from the community — particularly from people with direct experience being on electronic monitoring — be involved in the revision process moving forward as well.

Sincerely,

No New SF Jail Coalition
nonewsfjail.outreach@gmail.com

Cc: Supervisor Matt Haney via Matt.Haney@sfgov.org
Supervisor Ahsha Safai via Ahsha.Safai@sfgov.org
Supervisor Gordon Mar via Gordon.Mar@sfgov.org
Abigail Rivamonte Mesa, Supervisor Haney's Office via Abigail.Rivamontemesa@sfgov.org
Monica Chinchilla, Supervisor Safai's Office via Monica.Chinchilla@sfgov.org
Daisy Quan, Supervisor Mar's Office via Daisy.Quan@sfgov.org
Clerk Linda Wong, SF Budget & Finance Committee via Linda.Wong@sfgov.org
Carolyn Goossen, SF Public Defender's Office via Carolyn.Goossen@sfgov.org

Enclosure: NNSFJ's Proposed Changes to SFSD Electronic Monitoring Rules and Agreements
NNSFJ's Additional Recommendations Regarding E-Carceration and Criminalization

No New SF Jail Coalition - Proposed Changes to SFSD Electronic Monitoring Rules and Agreements

1. **Protect our Fourth Amendment rights** by eliminating unwarranted search and seizure from the rules of San Francisco's electronic monitoring program. We do not forfeit our civil liberties while incarcerated under electronic monitoring. Similarly, we must protect privacy and not share location data obtained through the monitors with the police unless there is a search warrant.

2. **Design EM rules to facilitate strengthening people's community ties**, including presumptively permitting pro-social and family time rather than requiring permission for these activities. The same goes for family care, given the strong connection between anti-recidivism and family bonds.

3. **Create tailored and incremental restrictions for electronic monitoring,** similar to the different levels of out-of-custody supervision, with the goal of assigning the lowest levels of restriction possible. For instance, lower level rules could include the sole use of GPS tracking for stay away orders, while a second level of restriction may use GPS to monitor inclusionary zones — thus removing barriers to employment, services, or community building. (The East Bay Community Law Center has made parallel recommendations for Alameda County's juvenile program.)

4. **Place a cap on the amount of time someone must be on electronic monitoring.** After 20 days, those on EM should be subject to a lower level of surveillance or be removed from EM completely.

5. **Punishment and particularly detention should be the absolute last resort** i**n the enforcement of EM program rules.** Create clear guidelines that break down comprehensive and incremental procedures before seeking re-incarceration for rule violations. Procedures should be shared in writing, in clear and simple language, with people on EM.

6. **Simplify and lessen EM rules and regulations.** Those on electronic monitoring are subject to two pages of rules and regulations *in addition* to the terms and conditions of pretrial release or probation. Electronic monitoring is restrictive as-is; the more complicated the rules are, the more people are effectively set up to fail.

No New SF Jail Coalition - Additional Asks Regarding E-carceration and Criminalization

1. **Reject and eliminate e-carceration, especially pretrial.** E-carceration, electronic monitoring, or ankle shackling is a costly and counterproductive form of incarceration that merely extends the carceral system's reach beyond the jail's walls. It also expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases carceral surveillance. Our city can and should at least end the pretrial use of electronic monitoring as soon as possible, especially given the reality of the COVID-19 pandemic. It should not add any other barriers to freedom. Instead, it should prioritize preventative services, decriminalization, and decarceration.

2. **Instead of electronic monitoring, explore all possibilities of release and consider electronic monitoring ONLY as a last resort**. We must recognize electronic monitoring as the most restrictive form of supervision, short of jail, and subject the fewest number of people possible to it. Expand eligibility of Own Recognizance release (pretrial release with written commitment to show up to court hearings) and invest in community support programs that make Own Recognizance release more accessible and support pretrial diversion. Do not make electronic monitoring a condition for release from jail.

3. **Reduce the scope and reach of electronic monitoring.** While we work to eliminate electronic monitoring, we must reduce the harms it currently causes. That means: *fewer* people on electronic monitoring, *fewer* restrictive rules and regulations, and *less* harm caused to people.

4. **Divert electronic monitoring funds and invest them in programs that support court attendance.** There is no significant evidence that shows someone is more likely to appear in court when they are on electronic monitoring. On the other hand, an October 2020 UCLA Report recommends investing in support over supervision with targeted and tailored programs that address barriers to attending court hearings. Their recommendations include court date reminders, which have been effective, and transportation assistance. In fact, a study found that reminders reduced the number of failures to appear by 26 percent in New York. Rather than 24/7 tech support, we need 24/7 basic needs support. We're not asking for better devices or more monitoring; we're asking for more services that help people show up and stay connected.

5. **Address root causes.** Real public safety means identifying and addressing the core reasons of harm—poverty, homelessness, and a lack of access to resources and mental healthcare, among others. Adequately funding robust community services that address these issues and meet the needs of all people, not incarceration, makes a safer San Francisco.

   We must also end strategies that use low-level charges, such as loitering, to harass people who are poor, unhoused, LGBTQ+, and differently-abled and people of color. Quality of life policing is unethical, disportionately targets certain members of our communities, disregards the dignity and quality of their lives, and fails to recognize and address the reasons that put folks at risk in the first place.

   Decriminalization and elimination of quality of life policing coupled with ample investment in community services will reduce arrests, crime rates, and block the pipeline that funnels our loved ones and communities into jails and ankle monitors.

THE GEORGE WASHINGTON UNIVERSITY
WASHINGTON, DC

Kate Weisburd
Associate Professor of Law
2000 H Street, NW
Washington, DC 20052
kweisburd@law.gwu.edu

November 16, 2020

Supervisor Sandra Lee Fewer
Chair, Budget & Finance Committee
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

RE: Legal & Policy Problems with Electronic Monitoring in San Francisco, California
Agenda Item 200876 & 201198, Budget and Finance Committee, Nov. 18, 2020

Dear Supervisor Fewer:

This letter addresses the San Francisco Sheriff's office use of electronic monitoring for people on pretrial release and probation. The COVID-19 pandemic brought into sharp focus the dangers of incarceration and the critical need to release as many incarcerated people as possible. But the continued and increased use of electronic monitors (including GPS-equipped ankle monitors) is not the answer.[1] Instead, significantly fewer people should be on monitors and the rules of monitoring should be modified to be much less restrictive and oppressive.

By way of introduction, I am a law professor and my area of expertise is the use of surveillance technology for people involved in the criminal legal system. Prior to joining academia, I was an attorney at the East Bay Community Law Center in Berkeley, California, where I represented young people charged with crimes, many of whom were ordered to wear ankle monitors. I know the problems with electronic monitoring very well.

The Board of Supervisors is uniquely positioned to address the problems with electronic monitoring. Pursuant to California Penal Code § 1203.16, the Board may "prescribe reasonable rules and regulations" regarding electronic monitoring. Some of the relevant rules are set forth in the contract with Sentinel Offender Services and other rules are set by the Sheriff's Office.[2] Both sets of rules should be reviewed and modified by the Board of Supervisors. Thanks to the efforts of community organizers, the harmful and racialized impact of electronic monitoring has been exposed. This letter adds to those efforts by explaining some of the specific legal problems with electronic monitoring for people on pretrial release and court supervision.

Electronic Monitoring Improperly Infringes on Fourth Amendment Rights & Privacy.

Electronic monitoring, as well as police use of the data generated by ankle monitors, is governed by the Fourth Amendment.[3] Accordingly, there must be a legal basis for these searches and yet there is often no such basis when it comes to electronic monitoring. Although there is not uniformity among courts on this issue, at least two state supreme courts struck down electronic monitoring as unreasonable searches under

the Fourth Amendment.[4] In those cases, the courts found that the significant privacy intrusions of electronic monitors outweighed the government interest in tracking people.[5]

Electronic Monitoring is Often an Unreasonable Condition of Court Supervision and Pretrial Release.

To be lawful, conditions of release, such as electronic monitoring, must reasonably relate to the purposes of supervised release, such as rehabilitation, public safety, or, in the case of pretrial release, ensuring attendance at future court dates.[6] There must be a "degree of proportionality between the burden imposed by [the] condition and the legitimate interests served by the condition."[7] Although there is not uniformity among courts on this issue, there are three general reasons why electronic monitoring is neither reasonable nor proportional.

First, monitoring burdens the significant privacy interests in our personal digital data, including our location data.[8] As Justice Sonia Sotomayor explained, extensive use of GPS surveillance of location data "generates a precise, comprehensive record of a person's public movements that reflects a wealth of detail about her familial, political, professional, religious, and sexual associations."[9] This surveillance, in turn, disrupts "the relationship between citizen and government in a way that is inimical to democratic society."[10]

Second, there is no convincing evidence that electronic monitoring furthers any of the purposes of supervised or pretrial release. In fact, the opposite is true: less supervision and fewer restrictions lead to better outcomes.[11] The stigmatizing effect of wearing a monitor, as well as the myriad of technical requirements (including being on 24/7 house arrest), makes it hard to obtain and keep a job,[12] as well as maintain social and familial relationships.[13] As the Massachusetts Supreme Court recently observed: "When a judge orders GPS tracking, a 'modern-day 'scarlet letter'' is physically tethered to the individual, reminding the public that the person has been charged with or convicted of a crime."[14] In the context of pre-trial release in particular, there is no evidence that people on monitors have lower rates of missed court dates as compared to people not on monitors.[15]

Third, and finally, electronic monitoring is often used disproportionally. Although it did not address GPS monitoring specifically, the California Supreme Court recently struck down electronic surveillance of cellphone data as a condition of juvenile probation because the "burden it imposes on [the accused person's] privacy is substantially disproportionate to the countervailing interests of furthering his rehabilitation and protecting society."[16]

Electronic Monitoring Reflects the "New Jim Code."[17]

Electronic monitoring builds on decades of surveillance as a mode of racial control and subordination.[18] As Professor Michelle Alexander, author of *The New Jim Crow*, observed: "digital prisons are to mass incarceration what Jim Crow was to slavery."[19] Race directly corresponds with "who is watched in society."[20] In San Francisco, Black people make up around 3 % percent of the general population but almost 50 % of the people on electronic monitors. National data also shows that Black and Latinx people are also reincarcerated for technical violations at a much higher rate than white people.[21]

Being watched 24/7 undermines personal autonomy and dignity, resulting in racialized disenfranchisement and social marginalization.[22] Rejecting the idea that GPS monitoring furthers rehabilitation, one federal judge remarked in a dissent: "a public sighting of the modern day 'scarlet letter'—the relatively large GPS device—will undoubtedly cause panic, assaults, harassment, and humiliation."[23]

Electronic Monitoring Is Not Always Used as An Alternative to Incarceration and Pretrial Detention.

The common narrative is that but for electronic monitoring, people would otherwise remain in custody. This "favorable alternative" narrative is a myth for two reasons. First, there is no empirical evidence that monitoring is, in fact, used as an alternative - that in a world without monitors the same people would be in custody. Perhaps some people would otherwise be incarcerated, but many people would not (or should not) be incarcerated. In practice, monitoring is often added on as an additional condition of probation or pretrial release, used as a sanction for technical violations that often had nothing to do with public safety, or used on people who should just be straight released (or released on their own recognizance).

Second, even in cases where monitoring is, in fact, being used as an alternative – in other words, the person would otherwise remain in custody – there is limited evidence that monitoring is an effective alternative. In fact, GPS monitoring, with its near perfect capacity to detect inviable imperfections, increases the risk of technical violations,[24] which in turn drives reincarceration.[25] People on monitors often spend months cycling in and out of jail for technical violations. For example, failing to charge the monitor at a predetermined time or going to the doctor's office without authorization, are violations and often result in reincarceration.[26] It is rarely a question of one day of electronic monitoring versus one day in custody – it is most often both.[27]

Electronic Monitoring Improperly Infringes on Liberty Interests.

As one federal judge observed of GPS monitoring in the context of pretrial release: "Required wearing of an electronic bracelet, every minute of every day, with the government capable of tracking a person not yet convicted as if he were a feral animal would be considered a serious limitation on freedom by most liberty-loving Americans."[28] Although there is not uniformity within the law on this issue, a small but growing number of courts have found that GPS monitoring improperly infringes on liberty interests.[29]

Electronic Monitoring Is Uniquely Harmful to Certain Groups.

The requirements of electronic monitoring are especially challenging for people with disabilities, mental illness, young people,[30] and those with housing insecurity.[31] Life on a monitor means remaining inside at all times, complying with sometimes upwards of 50 different rules, having regular access to electricity for a set amount of time (sometimes two or more hours at a time), and the ability to plan daily schedules at least 48 hours in advance. Compliance with these requirements would be challenging for anyone, but compliance is particularly hard for more vulnerable groups of people.

Data Should Show Progress, Not Simply Swapping One Form of Incarceration for Another.

According to the San Francisco Sheriff's Office, the use of monitoring increased three-fold while the jail population decreased. This date suggests that monitoring is overused. Ideally, there should be a decrease in the jail population and a decrease (or at least not an uptick) in the use of monitoring. As a point of

comparison, in neighboring Alameda County, the use of electronic monitoring in juvenile court has gone down over the past two years, as has the overall juvenile hall population. Similar trends should be seen in San Francisco's use of monitoring.

San Francisco Should be a Leader in Limiting & Reforming the Use of Electronic Monitoring.

It is incumbent on the Board to consider these legal and policy concerns, and address the demands identified by those directly impacted.[32] The rules and regulations governing the use of monitoring must be changed to counter the negative implications of monitoring. A range of advocacy groups, many of which include directly impacted people, have argued against the expanded use of electronic monitoring and proposed alternatives.[33] I fully support those efforts.

Please let me know if you have questions about this letter or would like to discuss any of these points. I would be honored to be of assistance as you continue to address these important issues. Please feel free to contact me by phone (510-326-8678) or email (kweisburd@law.gwu.edu).

Thank you for your time.

Sincerely,

Kate Weisburd

Kate Weisburd
Associate Professor of Law

CC:

Supervisor Rafael Mandelman
MandelmanStaff@sfgov.org

Supervisor Shamann Walton
Shamann.Walton@sfgov.org

Chelsea Boilard
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Jacob.Bintliff@sfgov.org

Linda Wong
Clerk of the Budget & Finance Committee
linda.wong@sfgov.org

John Carroll
Clerk of the Board of Supervisors
john.carroll@sfgov.org

[1] James Kilgore, *As the U.S. Scrambles To Slow Coronavirus, We Should be Wary of Increased Surveillance,* The Appeal, March 23, 2020.
[2] The rules set by the Sheriff's office are located here.
[3] *Grady v. North Carolina*, 575 U.S. 306, 309 (2015).
[4] *Comm. v. Norman*, 484 Mass. 330, 338 (2020); *Com. v. Feliz*, 119 N.E.3d 700, 692–93 (Mass. 2019); *State v. Grady*, 831 S.E.2d 542, 556 (N.C. 2019).
[5] Kate Weisburd, *Sentenced to Surveillance: Fourth Amendment Limits on Electronic Monitoring*, 98 N.C. L. REV. 717 (2020).
[6] *See Comm. v. Norman*, 484 Mass. 330, 338 (2020).
[7] *In re Ricardo P.*, 7 Cal. 5th 1113, 1122 (2019).
[8] *Carpenter v. United States*, 138 S. Ct. 2206 (2018), *Riley v. California*, 134 S. Ct. 2473 (2014), *United States v. Jones*, 132 S. Ct. 945, 951 (2012).
[9] *United States v. Jones*, 565 U.S. 400, 415 (2012) (Sotomayor, J., concurring).
[10] *Jones*, 565 U.S. at 416.
[11] Michelle S. Phelps, *Mass Probation from Micro to Macro: Tracing the Expansion and Consequences of Community Supervision*, 3 ANN. REV. CRIMINOLOGY 261, 262 (2020); Jennifer L. Doleac, *Study after study shows ex-prisoners would be better off without intense supervision,* Brookings Institute (July 2, 2018); Michael P. Jacobson Et Al., *Less Is More: How Reducing Probation Populations Can Improve Outcomes* 6, Harvard Kennedy School (2017).
[12] *Comm. v. Feliz*, 119 N.E.3d 700, 704 (Mass. 2019) (noting that GPS may require individual "to leave his [or her] job and walk around outside during work hours, risking potential economic consequences, including loss of employment").
[13] MAYA SCHENWAR AND VICTORIA LAW, PRISON BY ANY OTHER NAME, 35 (2020) (noting that electronic surveillance mechanisms are not "rehabilitative or transformative – they don't support people in making changes that would be helpful in their lives, gaining needed resources, addressing harm or violence, or confronting the social forces that have affected them.").
[14] *Norman*, 484 Mass. at 338–39.
[15] *See* Alicia Virani, et al, *Creating A Needs-Based Pre-trial Release System: The False Dichotomy of Money Bail Versus Risk Assessment Tools*, UCLA School of Law, Criminal Justice Program, 2020, pg. 18.
[16] *In re Ricardo P.*, 7 Cal. 5th 1113, 1119 (2019).
[17] RUHA BENJAMIN, RACE AFTER TECHNOLOGY: ABOLITIONIST TOOLS FOR THE NEW JIM CODE 5-6 (2019).
[18] SIMONE BROWNE, DARK MATTERS (2015); Malkia Amala Cyril, *Black America's State of Surveillance,* The Progressive, March 30, 2015.
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[20] Mary Anne Franks, *Democratic Surveillance*, 30 HARV. J.L. & TECH. 425, 441 (2017).
[21] *See e.g.,* Kendra Bradner & Vincent Schiraldi, *Racial Inequities in New York Parole Supervision,* Columbia University Justice Lab, March 2020.
[22] Chaz Arnett, *From Decarceration to E-Carceration*, 41 CARDOZO L. REV. 641, 644 (2019).
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[24] See Kathryn Saltmarsh, Ill. *Sentencing Policy Advisory Council, Research Briefing: State Use Of Electronic Monitoring* 6-8, Illinois Sentencing Policy Advisory Council (2019).
[25] Kendra Bradner, Vincent Schiraldi, Natasha Mejia, and Evangeline Lopoo, *More Work to Do: Analysis of Probation and Parole in the United States*, Columbia Justice Lab, 2017-2018.
[26] Aaron Cantu, *When Innocent Until Proven Guilty Costs $400 a Month—and Your Freedom*, VICE, May 28, 2020.
[27] Ava Kofman, *Digital Jail: How Electronic Monitoring Drives Defendants Into Debt*, NY TIMES MAGAZINE, July 3, 2019.
[28] United States v. Polouizzi, 697 F. Supp. 2d 381, 389 (E.D.N.Y. 2010).
[29] *Norman*, 484 Mass. at 339; *see also Comm. v. Cory*, 454 Mass. 559, 570 (2009); State v. Dykes, 403 S.C. 499, 506–07 (2013) (overruled on other grounds by State v. Ross, 815 S.E. 2d 754 (2018)); United States v. Smedley, 611 F. Supp. 2d 971, 975 (E.D. Mo.2009); United States v. Merritt, 612 F. Supp. 2d 1074, 1079 (D. Neb. 2009); State v. Stines, 200 N.C. App. 193, 683 S.E.2d 411 (2009); Riley v. New Jersey State Parole Bd., 219 N.J. 270, 295 (2014).
[30] Catherine Crump, *Tracking the Trackers: An Examination of Electronic Monitoring of Youth in Practice*, 53 U.C. DAVIS L. REV. 795 (2019) ; Chaz Arnett, *Virtual Shackles: Electronic Surveillance and the Adultification of Juvenile Courts*, 108 J. CRIM. L. & CRIMINOLOGY 399 (2018); Kate Weisburd, *Monitoring Youth: The Collision of Rights and Rehabilitation*, 101 IOWA L. REV. 297 (2015).

[31] *Comm. v. Canadyan*, 458 Mass. 574, 575, 578-579 (2010) (noting "undisputed evidence that homeless shelters" could not provide electrical outlets necessary to charge GPS units).

[32] *See* *The Voices of the Monitored-Video and Audio Gallery*, CHALLENGING E-CARCERATION, https://www.challengingecarceration.org/watch-videos; James Kilgore & Emmett Sanders, *Ankle Monitors Aren't Humane. They're Another Kind of Jail,* Wired, Aug. 4, 2018.

[33] *See* The Center for Media Justice, *No More Shackles: Ten Arguments Against Pretrial Electronic Monitoring* (2019); The Center for Media Justice, *No More Shackles: Why We Must End the Use of Electronic Monitors for People on Parole* (2018); James Kilgore & Myaisha Hayes, *Guidelines for Respecting the Rights of Individuals on Electronic Monitors* (2018); Alicia Virani, et al, *Creating A Needs-Based Pre-trial Release System: The False Dichotomy of Money Bail Versus Risk Assessment Tools*, UCLA School of Law, Criminal Justice Program, 2020.

From: Ken Vineburg
To: Wong, Linda (BOS)
Subject: ankle bracelets
Date: Wednesday, October 7, 2020 9:58:19 AM

Dear Board of Supervisors,
I am Kenneth Vineburg, a resident of San Francisco. I strongly oppose the ban on ankle bracelets without a like substitute. Criminals should not be roaming our streets... convictions and sentences should be served as carried out as directed!
Crime in our great city is getting worse, and we need a bigger deterrent.
Thank you,
Kenneth Vineburg
295 12th ave. 94118.

From: Sarah Rosedale
To: Wong, Linda (BOS)
Cc: Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; NoNewSFJail Coalition
Subject: Public comment for 10/7 Budget & Finance Meeting
Date: Wednesday, October 7, 2020 9:47:25 AM

My name is Sarah Rosedale and I live, in San Francisco District 9.

I am writing to voice my opposition to electronic monitoring. Our city's reliance on electronic monitoring is harmful, and we should instead invest in services that support more opportunities for release, building up our communities in ways that keep us all safe instead of more forms of incarceration.

I have been volunteering with No New Jails SF and as I help monitor meetings and research the criminal justice system in our city, it is shocking the ways in which new forms of incarceration, and the profiting that comes with it, are silently working their way back into the system. Electronic Monitoring is just a high tech, money making endeavor that once again is sending certain people in our communities into virtual prison and real debt, over and over again. We need to find actual solutions to these cycles of poverty and crime, not new gadgetry that supports private enterprise profit over the needs of our community. As a long term San Franciscan who wants to see everyone in this city thrive, this is just another horribly backwards moment, watching private enterprise thrive over the needs of people who need it most. I am disappointed again and again by the community we have become.

Electronic monitoring (EM) is NOT an alternative to incarceration, it is another form of incarceration. It is a punitive sanction that fails to provide the services, support, and opportunities that people need. Electronic monitoring expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases surveillance.

Electronic monitoring is growing along with the jail population instead of reducing it. Between 2018 and early 2020, the number of people with ankle monitors in San Francisco tripled with bail reform, but the jail population increased. Monitors are being used as an expansion of surveillance rather than as a "replacement for imprisonment."

Instead of electronic monitoring, we need to do the following:

- **Decriminalize quality of life crimes.** EM being used for houseless folks quality-of-life violations for example. Decriminalizing reduces arrests and therefore enrollment in EM.

- **Explore all possibilities for release,** including expanding criteria for own-recognizance release and other pretrial diversion and programming. Electronic

monitoring and pre-trial detention should be the last option.

- **Invest in services** and programs that bolster pretrial support including creative solutions that eliminate barriers and assist folks to attend their pretrial court hearings.

- **Focus on community support** rather than pre-conviction shackling, surveillance, and punishment. Let's take seriously the presumption of innocence until proven guilty.

Furthermore, Sentinel Offender Services, the private company that the Sheriff is seeking a contract with, has been mired in controversy over its predatory practices. It has faced dozens of lawsuits in Richmond and Columbia Counties in Georgia, and has been sued another 15 times in federal courts in Georgia, Florida, and California. The Southern Center for Human Rights has stated that "Sentinel's predatory practices have nothing to do with public safety and everything to do with turning a profit." So in addition to electronic monitoring being a fundamentally harmful technology, it would be further shameful for San Francisco to continue doing business with a company that is notorious for its human rights abuses.

Thank you,
Sarah Rosedale
240 Winfield St
San Francisco

From: Melissa H
To: Wong, Linda (BOS)
Cc: Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; NoNewSFJail Coalition
Subject: Public comment for 10/7 Budget & Finance Meeting
Date: Wednesday, October 7, 2020 9:31:25 AM

Good morning, Budget & Finance Committee:

My name is Melissa Hernandez. I live and work in San Francisco in D7 and D6, respectively.
I am writing to voice my opposition to electronic monitoring, and especially voice my opposition given our city's inability to provide basic data, policies, or any coherent explanation of why so many people are being placed on EM. Our city's reliance on electronic monitoring is harmful, and we should instead invest our time and resources to find services and programs that support more opportunities for actual release, building up our communities in ways that keep us all safe instead of more forms of incarceration.
EM is NOT an alternative to incarceration, it is another form of incarceration. It is a punitive sanction that fails to provide the services, support, and opportunities that people need. EM expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases surveillance.

Electronic monitoring is growing along with the jail population instead of reducing it. Between 2018 and early 2020, the number of people with ankle monitors in San Francisco tripled with bail reform, but the jail population increased. Monitors are being used as an expansion of surveillance rather than as a "replacement for imprisonment."

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- **Decriminalize quality of life crimes.** EM being used for houseless folks quality-of-life violations for example. Decriminalizing reduces arrests and therefore enrollment in EM.
- **Explore all possibilities for release,** including expanding criteria for own-recognizance release and other pretrial diversion and programming. Electronic monitoring and pre-trial detention should be the last option.
- **Invest in services** and programs that bolster pretrial support including creative solutions that eliminate barriers and assist folks to attend their pretrial court hearings.

- **Focus on community support** rather than pre-conviction shackling, surveillance, and punishment. Let's take seriously the presumption of innocence until proven guilty.

Furthermore, Sentinel Offender Services, the private company that the Sheriff is seeking a contract with, has been mired in controversy over its predatory practices. It has faced dozens of lawsuits in Richmond and Columbia Counties in Georgia, and has been sued another 15 times in federal courts in Georgia, Florida, and California. The Southern Center for Human Rights has stated that "Sentinel's predatory practices have nothing to do with public safety and everything to do with turning a profit." So in addition to electronic monitoring being a fundamentally harmful technology, it would be further shameful for San Francisco to continue doing business with a company that is notorious for its human rights abuses.

If this committee does not plan to reopen this contract or vote to send it with a negative recommendation, I would ask that you at least consider doing the following:

- Demand regular data from the sheriff and Sentinel about who is on EM, how long, and for what reason and share that information to the public through one of the many committees at your disposal.
- Have the sheriff and other justice partners come up with a plan about how they will limit the amount of people who are placed on EM.
- Have the sheriff report publicly how his office will limit or zero out the number of people who are re-booked over minor technical violations.
- Ask the sheriff to implement a policy that will notify the public defender's office whenever someone is found to have accidentally turned off their EM device.
- Shed light and demand more data on the way these contracts are carried out and negotiated.
- Put an end to rubber stamping these contracts by having the sheriff and/or other justice partners explain how EM is chosen over OR release for pretrial folks, or over other non-carceral options for folks who are sentenced, as there seems to be mass confusion about EM even among the departments and organizations that are closest to this process.

Thank you,
Melissa Hernandez
she/her
351 Brighton Ave

From: Ronak M Soni
To: Wong, Linda (BOS)
Cc: Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; nonewsfjail.outreach@gmail.com
Subject: Public comment for 10/7 Budget & Finance Meeting
Date: Wednesday, October 7, 2020 8:58:17 AM

My name is Ronak M Soni, I live in San Francisco.

I am writing to voice my opposition to electronic monitoring. Our city's reliance on electronic monitoring is harmful, and we should instead invest in services that support more opportunities for release, building up our communities in ways that keep us all safe instead of more forms of incarceration.
Electronic monitoring (EM) is NOT an alternative to incarceration, it is another form of incarceration. It is a punitive sanction that fails to provide the services, support, and opportunities that people need. Electronic monitoring expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases surveillance.

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- **Invest in services** and programs that bolster pretrial support including creative solutions that eliminate barriers and assist folks to attend their pretrial court hearings.
- **Focus on community support** rather than pre-conviction shackling, surveillance, and punishment. Let's take seriously the presumption of innocence until proven guilty.

Furthermore, Sentinel Offender Services, the private company that the Sheriff is seeking a

contract with, has been mired in controversy over its predatory practices. It has faced dozens of lawsuits in Richmond and Columbia Counties in Georgia, and has been sued another 15 times in federal courts in Georgia, Florida, and California. The Southern Center for Human Rights has stated that “Sentinel’s predatory practices have nothing to do with public safety and everything to do with turning a profit.” So in addition to electronic monitoring being a fundamentally harmful technology, it would be further shameful for San Francisco to continue doing business with a company that is notorious for its human rights abuses.

Thank you,
Ronak M Soni

From:	Christine Wei
To:	Wong, Linda (BOS)
Cc:	Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]
Subject:	Public comment for item #1 10/07 Budget & Finance Committee
Date:	Wednesday, October 7, 2020 12:08:29 PM

Good morning supervisors. My name is Christine and I live in San Francisco. I'm a member of the No New SF Jail Coalition, which believes that harm comes from the results of social, economic, and political problems -- so harm needs to be dealt with solutions that address the root causes of the issues, and focus on meeting people's basic needs, rather than extending surveillance into already marginalized communities.

I had to leave the meeting so am sending in this comment. I want to first thank the supervisors for raising such critical questions today around the lack of evidence around whether electronic monitoring works, while it continues to disproportionately affect Black people and people of color, and also for digging into what we have the opportunity to change right now.

Given how EM hampers people's abilities to go about their lives, and even has serious impacts on people's health, it's critical that we continue to push for more data and transparency in this manner. Please continue pursuing data about who is on EM and for what, how many are placed on it before they are even convicted, types of violations, what happens after these violations — and of course what disparities in all this when it comes to factors like race, gender, age, and housing stability.

It's especially critical that we make this type of data publicly available, knowing that Sentinel Offender Services, the private vendor in question, has actually been mired in controversy over its predatory practices. Sentinel has faced dozens of lawsuits in Georgia, and has been sued another 15 times in federal courts in Georgia, Florida, and California. The Southern Center for Human Rights has stated that "Sentinel's predatory practices have nothing to do with public safety and everything to do with turning a profit."

Please continue to pursue more information around how electronic monitoring is a fundamentally harmful technology, and to examine doing business with a company that is notorious for its human rights abuses.

Thank you,
Christine Wei

--
Christine Wei
she/her/hers

From:	Board of Supervisors, (BOS)
To:	BOS-Supervisors
Cc:	Wong, Linda (BOS)
Subject:	FW: No on electronic monitoring (File No. 200876)
Date:	Tuesday, October 13, 2020 5:00:48 PM

From: mlyon01 <mlyon01@comcast.net>
Sent: Wednesday, September 30, 2020 1:01 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Rafael Mandelman <rafaelmandelman@sbcglobal.net>; Walton, Shamann (BOS) <shamann.walton@sfgov.org>
Cc: Michael Lyon <mlyon01@comcast.net>
Subject: No on electronic monitoring

My name is Michael Lyon, a member of the No New Jails Coalition. No New Jails vehemently opposes ankle monitors and electronic monitoring.

Recently, the Board finally agreed to close the dangerous and decrepit City Jail 4 at 850 Bryant. Passed amid the uproar over racist police violence and over-incarceration, the ordinance to close 850 Bryant also pledged to make a new jail unnecessary by reducing incarceration, using social services, bail reform, and decriminalization of minor offenses.

Use of electronic monitoring might seem as though it reduces incarceration, but in fact, it doesn't. Between 2018 and early 2020, use of ankle monitors tripled, yet the jail population increased. Electronic monitoring does not decrease incarceration.

Well, you might argue, isn't the surveillance of electronic monitoring an improvement over locking people up? No New Jails says surveillance is NOT an improvement over incarceration if they're both being applied in the same racist and sexist manner, as is inevitable under today's existing racist and sexist policing and court procedures.

But, we do need data on who's been put on Electronic Monitoring, and for what offenses? How many who have been convicted of no crime? When will this be available?

But isn't it better to surveil people than punish them, partarticularly for

those awaiting trial? Wrong. Being monitored IS punishment. The monitors must be recharged every few hours, which may be OK for people working from home on-line, but it's next to impossible to work for lower-paid and largely so-called minority essential workers. And childcare is next to impossible for everyone.

Especially for arrestees who haven't even been convicted of a crime, there needs to be beefed-up Own Recognizance programs and pre-trial diversion.

Sentinel Offender Services, the Sheriff's proposed contractor, has been sued 15 times in federal courts in Georgia, Florida, and California.

The large amounts of money in the Sheriff's budget for administering the Electronic Monitoring program should be used for voluntary housing, community services, and the health and mental health care that would really promote public safety.

From: Hien Nguyen
To: Wong, Linda (BOS)
Cc: Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; nonewsfjail.outreach@gmail.com
Subject: Public comment for 9/30 Budget & Finance Meeting
Date: Wednesday, September 30, 2020 10:40:50 AM

My name is Hien Nguyen with Asian Prisoner Support Committee(APSC). An organization that provides direct services to incarcerated and formerly incarcerated communities. Many of our formerly incarcerated members transition into San Francisco and are current residents.

I am writing to voice my opposition to electronic monitoring. Our city's reliance on electronic monitoring is harmful, and we should instead invest in services that support more opportunities for release, building up our communities in ways that keep us all safe instead of more forms of incarceration.

Almost half of our members are monitored electronically because of their immigration status. Just a couple of weeks ago, my organizations along with partner org published a research on the health consequences of incarceration and detention - we found the EM leads to job loss, carries the psychological toll of being criminalized and is associated with foot swelling, cramps, and burning of the skin as the ankle monitor charges. Our research guided by the stories of impacted people.

I can't count the countless times when a person calls me in a panic because their montier had technological issues, the battery is dead, the monitor isn't working, this panic often retraumatised our members into thinking they did something wrong, when in fact they are trying to rebuild their lives. Often, when EM goes out, they stop everything - they stop what their doing whether it be working, going to school, or caring for a family member, to go to their reporting officer and fix it. Everyone at this meeting can certainly see why EM is harmful to our communities.

This board has supported the work of the No New Jails Coalition and we thank you for the support and look forward to working torwards building a safer and whole city togehter.

Electronic monitoring (EM) is NOT an alternative to incarceration, it is another form of incarceration. It is a punitive sanction that fails to provide the services, support, and opportunities that people need. Electronic monitoring expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases surveillance.

Electronic monitoring is growing along with the jail population instead of reducing it. Between 2018 and early 2020, the number of people with ankle monitors in San Francisco tripled with bail reform, but the jail population increased. Monitors are being used as an expansion of surveillance rather than as a “replacement for imprisonment.”

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- **Focus on community support** rather than pre-conviction shackling, surveillance, and punishment. Let’s take seriously the presumption of innocence until proven guilty.

Furthermore, Sentinel Offender Services, the private company that the Sheriff is seeking a contract with, has been mired in controversy over its predatory practices. It has faced dozens of lawsuits in Richmond and Columbia Counties in Georgia, and has been sued another 15 times in federal courts in Georgia, Florida, and California. The Southern Center for Human Rights has stated that “Sentinel’s predatory practices have nothing to do with public safety and everything to do with turning a profit.” So in addition to electronic monitoring being a fundamentally harmful technology, it would be further shameful for San Francisco to continue doing business with a company that is notorious for its human rights abuses.

Thank you,

--
Best,
Hien Nguyen, Program Coordinator
Pronouns (she/her)
Asian Prisoner Support Committee
416 8th St. Oakland, CA 94607
hien@asianprisonersupport.org

Connect with us: Website | Facebook | Twitter

From: sylvia
To: Wong, Linda (BOS)
Cc: Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; nonewsfjail.outreach@gmail.com
Subject: Public comment for 9/30 Budget & Finance Meeting
Date: Wednesday, September 30, 2020 9:59:10 AM

Hello,

I am writing to voice my opposition to electronic monitoring. Our city's reliance on electronic monitoring is harmful, and we should instead invest in services that support more opportunities for release, building up our communities in ways that keep us all safe instead of more forms of incarceration.

My incarcerated friends, once released, deserve a life free of constant surveillance. Things like electronic monitors continue the cycle of funneling people back into The System for petty missteps. It creates a second class of citizenship that's mostly Black and Brown people. This does not help keep SF safe. The city has passed a ban on facial recognition, and it should do the same here for Electronic monitoring. These corporations are trying to make a killing off it and have made a huge industry out of redirecting the people's mandate to sherrifs to be more humane to selling expensive, so called "humane" technology.

Electronic monitoring (EM) is NOT an alternative to incarceration, it is another form of incarceration. It is a punitive sanction that fails to provide the services, support, and opportunities that people need. Electronic monitoring expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases surveillance.

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Thank you,
Sylvia

From: Sofia Long
To: Wong, Linda (BOS)
Cc: Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; nonewsfjail.outreach@gmail.com
Subject: Public comment for 9/30 Budget & Finance Meeting
Date: Wednesday, September 30, 2020 9:56:38 AM

My name is Sofia & I'm a UC Berkeley senior

I am writing to voice my opposition to electronic monitoring. Our city's reliance on electronic monitoring is harmful, and we should instead invest in services that support more opportunities for release, building up our communities in ways that keep us all safe instead of more forms of incarceration.
[Share a personal or organizational experience here related to electronic monitoring. Speak from the heart. Let the committee know that being on electronic monitoring is impactful, more than an inconvenience; it's prohibitive and harmful.]

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Thank you,

-Sofia Deva Long | pronouns: they/she
Society & Environment | College of Natural Resources

From: Nate Pinsky
To: Wong, Linda (BOS)
Cc: Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; NoNewSFJail Coalition
Subject: Public comment for 9/30 Budget & Finance Meeting
Date: Wednesday, September 30, 2020 9:52:39 AM

My name is Nate Pinsky. I live and work in San Francisco, District 5.

I am writing to voice my opposition to electronic monitoring. Our city's reliance on electronic monitoring is harmful, and we should instead invest in services that support more opportunities for release, building up our communities in ways that keep us all safe instead of more forms of incarceration. Several years ago, I was a student teacher in San Francisco, and I had a student with an ankle monitor. I saw firsthand the emotional effect it had on her, making her less able to focus on schoolwork and damaging her relationships with teachers and other students.

Electronic monitoring (EM) is NOT an alternative to incarceration, it is another form of incarceration. It is a punitive sanction that fails to provide the services, support, and opportunities that people need. Electronic monitoring expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases surveillance.

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Furthermore, Sentinel Offender Services, the private company that the Sheriff is seeking a contract with, has been mired in controversy over its predatory practices. It has faced dozens of lawsuits in Richmond and Columbia Counties in Georgia, and has been sued another 15 times in federal courts in Georgia, Florida, and California. The Southern Center for Human Rights has stated that "Sentinel's predatory practices have nothing to do with public safety and everything to do with turning a profit." So in addition to electronic monitoring being a fundamentally harmful technology, it would be further shameful for San Francisco to continue doing business with a company that is notorious for its human rights abuses.

Thank you,
Nate Pinsky
340 Fillmore St, Apt 4

From:	egon conway
To:	Wong, Linda (BOS); Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; nonewsfjail.outreach@gmail.com
Subject:	Comments on 9/30 Budget Meeting: Concerns Funding Sentinel Services with SF Sheriff"s Budget
Date:	Wednesday, September 30, 2020 9:47:49 AM

Dear Supervisors Wong, Fewer, Walton and Madelman,

I am a San Francisco native residing in district 8. I am writing to express my concern for the contract that will potentially be signed with Sentinel Services. In this time, when the leaders of the city have conceded to the demands of the popular uprising demanding justice and safety in their communities, I fear that this contract signed with Sentinel Services will expand the grasp of the Prison Industrial Complex. Electronic monitoring is not the same as decarceration. Although people might not be housed in jail, they are still within the grasp of the criminal justice system. Furthermore, these systems penalize the poor. Often these companies that contract with justice system require people to rent the electronic monitors, locking people in vicious cycle where poverty is criminalized. Surveillance can destroy someone's confidence and hamper attempts to make positive connections within their community.
These issues are concerning in the shadow of the DA's bail reform. In the past three years, levels of electronic monitoring have tripled. Ankle monitors are not a replacement for imprisonment, but instead expand the reaches of the the jail system. Rather than use electronic monitoring as band-aid on our overworked and unjust justice system, we need to focus our funds on decriminalizing quality of life crimes so that the number of arrests goes down, we need to focus on own-recognizance releases and other options for pre-trial diversion, and most of all we need to focus on funding our communities so that the issues of poverty and alienation don't bring people to desperation.
I hope that during this meeting today, you will take into consideration these issues with Electronic Monitoring and reduce our justice system's reliance tools of surveillance such as ankle monitors.

All the best,
-egon conway

From: jennifer beach
To: Wong, Linda (BOS)
Cc: Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; nonewsfjail.outreach@gmail.com
Subject: Public comment for 9/30 Budget & Finance Meeting
Date: Wednesday, September 30, 2020 9:44:36 AM

My name is Jennifer Beach. I live in San Francisco District 10 and I work in District 7.

I am writing to voice my opposition to electronic monitoring. Our city's reliance on electronic monitoring is harmful, and we should instead invest in services that support more opportunities for release, building up our communities in ways that keep us all safe instead of more forms of incarceration.
[Share a personal or organizational experience here related to electronic monitoring. Speak from the heart. Let the committee know that being on electronic monitoring is impactful, more than an inconvenience; it's prohibitive and harmful.]

Electronic monitoring (EM) is NOT an alternative to incarceration, it is another form of incarceration. It is a punitive sanction that fails to provide the services, support, and opportunities that people need. Electronic monitoring expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases surveillance.

Electronic monitoring is growing along with the jail population instead of reducing it. Between 2018 and early 2020, the number of people with ankle monitors in San Francisco tripled with bail reform, but the jail population increased. Monitors are being used as an expansion of surveillance rather than as a "replacement for imprisonment."

Instead of electronic monitoring, we need to do the following:

- **Decriminalize quality of life crimes.** EM being used for houseless folks quality-of-life violations for example. Decriminalizing reduces arrests and therefore enrollment in EM.
- **Explore all possibilities for release,** including expanding criteria for own-recognizance release and other pretrial diversion and programming. Electronic monitoring and pre-trial detention should be the last option.
- **Invest in services** and programs that bolster pretrial support including creative solutions that eliminate barriers and assist folks to attend their pretrial court hearings.
- **Focus on community support** rather than pre-conviction shackling, surveillance, and punishment. Let's take seriously the presumption of innocence until proven guilty.

Furthermore, Sentinel Offender Services, the private company that the Sheriff is seeking a contract with, has been mired in controversy over its predatory practices. It has faced dozens of lawsuits in Richmond and Columbia Counties in Georgia, and has been sued another 15 times in federal courts in Georgia, Florida, and California. The Southern Center for Human Rights has stated that "Sentinel's predatory practices have nothing to do with public safety and everything to do with turning a profit." So in addition to electronic monitoring being a fundamentally harmful technology, it would be further shameful for San Francisco to continue doing business with a company that is notorious for its human rights abuses.

Thank you,
Jennifer Beach
1254 Utah Street

From:	Person Lastname
To:	Wong, Linda (BOS)
Cc:	Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; nonewsfjail.outreach@gmail.com
Subject:	Public comment for 9/30 Budget & Finance Meeting
Date:	Wednesday, September 30, 2020 9:15:00 AM

Hello,

My name is Joy Kuzma, and I live and work in San Francisco.

I am writing to voice my strong opposition to electronic monitoring. Simply figuring out different ways to expand surveillance and criminalize people, instead of actually building networks of care and safety, expands incarceration only through different forms. It's a cruel and counterproductive bandaid for a deeper need to re-do systems that harm people in our community.

Electronic Monitoring (EM) makes lawmakers and privileged citizens not directly impacted my our incarceration system feel better, like they're doing some type of productive reform...but all it does is bring jail into the homes of the most vulnerable, making especially marginalized communities (Black, Brown, Trans, Poor, Undocumented) who are *already* overpoliced constantly under surveillance and constantly criminalized, with no safe space to retreat to.

Electronic Monitoring expands the jail population, expands surveillance, and expands criminalization. It's not a "replacement for imprisonment," it's a more insidious expansion of it. Also, Sentinal Offender Services is a deeply controversial, predatory company already embroiled in lawsuits for its unethical practices--I'm sure we don't want to align ourselves (and our liability) with this type of company.

Instead of EM, we need to:

- RELEASE PEOPLE (especially in times of covid!!)
- Decriminalize houslessness and quality of life crimes
- Actually fund services and support systems

Thank you for helping to make a better city, a better Bay Area, and a better world,

Joy Kuzma
San Francisco, California

From: Miranda Hanrahan
To: Wong, Linda (BOS)
Cc: Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; nonewsfjail.outreach@gmail.com
Subject: Public comment for 9/30 Budget & Finance Meeting
Date: Wednesday, September 30, 2020 9:03:30 AM

My name is Miranda Hanrahan-Beach, I live in San Francisco District 10 and I work in District 9.

I am writing to voice my opposition to electronic monitoring. Our city's reliance on electronic monitoring is harmful, and we should instead invest in services that support more opportunities for release, building up our communities in ways that keep us all safe instead of more forms of incarceration.
[Share a personal or organizational experience here related to electronic monitoring. Speak from the heart. Let the committee know that being on electronic monitoring is impactful, more than an inconvenience; it's prohibitive and harmful.]

Electronic monitoring (EM) is NOT an alternative to incarceration, it is another form of incarceration. It is a punitive sanction that fails to provide the services, support, and opportunities that people need. Electronic monitoring expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases surveillance.

Electronic monitoring is growing along with the jail population instead of reducing it. Between 2018 and early 2020, the number of people with ankle monitors in San Francisco tripled with bail reform, but the jail population increased. Monitors are being used as an expansion of surveillance rather than as a "replacement for imprisonment."

Instead of electronic monitoring, we need to do the following:

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- **Invest in services** and programs that bolster pretrial support including creative solutions that eliminate barriers and assist folks to attend their pretrial court hearings.
-

- **Focus on community support** rather than pre-conviction shackling, surveillance, and punishment. Let's take seriously the presumption of innocence until proven guilty.

Furthermore, Sentinel Offender Services, the private company that the Sheriff is seeking a contract with, has been mired in controversy over its predatory practices. It has faced dozens of lawsuits in Richmond and Columbia Counties in Georgia, and has been sued another 15 times in federal courts in Georgia, Florida, and California. The Southern Center for Human Rights has stated that "Sentinel's predatory practices have nothing to do with public safety and everything to do with turning a profit." So in addition to electronic monitoring being a fundamentally harmful technology, it would be further shameful for San Francisco to continue doing business with a company that is notorious for its human rights abuses.

Thank you,
Miranda Hanrahan-Beach
1254 Utah Street

From:	Dorsey Bass
To:	Wong, Linda (BOS)
Cc:	Fewer, Sandra (BOS); Walton, Shamann (BOS); MandelmanStaff, [BOS]; nonewsfjail.outreach@gmail.com
Subject:	Public comment for 9/30 Budget & Finance meeting
Date:	Wednesday, September 30, 2020 11:39:08 AM

My name is Dorsey Bass and I'm a member of Flying Over Walls, an LGBT prisoner support organization, and I also work as a counselor in residential mental health programs in San Francisco and Oakland. In both of those contexts we see people who have been placed under electronic monitoring and I really want to emphasize that this practice causes the same kinds of harm and trauma as physically jailing people—the restriction of movement, stigma, often separation from loved ones or community support, physical pain & discomfort, and just the constant reminder that one is under surveillance and is not free—these things all have negative impacts on people, they delay the process of healing and reintegrating into community, and we really should be moving away from these kinds of punitive approaches and focus on providing more resources that actually lead to healing and stronger communities.

Recently a client told me he would prefer to go back to jail rather than keep his ankle monitor because wearing it was so distressing to him—that may be an extreme example, but I can't overemphasize the negative impact of these devices on people's well-being and mental health.

Since 2018 the number of people on electronic monitoring in San Francisco has **tripled**, and up until COVID the jail population was actually increasing at the same time. So this is being used as an expansion rather than an alternative to imprisonment, and these are funds and resources we could be using to expand services that people actually need and that actually help reduce harm & violence in our communities—mental health services, family counseling, intensive case management, low-to-no income housing, supportive housing, conflict mediation, etc, instead of more forms of incarceration.

I want to thank all of you on the committee for considering this issue and urge you, on behalf of Flying Over Walls and as a local resident and mental health worker, to move to reduce & eliminate electronic monitoring in San Francisco, and to recommend against renewing the contract with Sentinel.

Thank you,
Dorsey Bass

From: Joseph Bear
To: Wong, Linda (BOS); Calvillo, Angela (BOS)
Subject: Public Comment for Budget & Finance Committee - Items #1 & #2
Date: Wednesday, December 2, 2020 12:33:49 PM

Dear Chair Fewer and Supervisors,

My name is Joseph Bear and I work at Transgender Gender Variant and Intersex Justice Project or TGIJP. TGIJP is strongly opposed to electronic monitoring in all forms. We are urging you to recommend against approving the current rules and regulations of the city's electronic monitoring program — and we are asking that you incorporate immediate harm reduction measures while working to oppose electronic monitoring on all fronts.

The communities that TGIJP serves, particularly the Black trans community, are especially harmed by all forms of incarceration and policing, including EM. The rules imposed for EM make it impossible for members of our communities to carry on their lives, including making it difficult or impossible for them to access basic necessities like food and medical care, and it makes imprisonment and reincarceration far too likely. Because we know that Black TGI people are far disproportionately targeted by the carceral state, EM and the rules imposed present another form of marginalization, criminalization, and incarceration. Rather than using EM, the city should decriminalize quality of life crimes that disproportionately target the communities that TGIJP serves and put funds used for EM toward support for those communities.

On Tuesday, November 3, San Francisco and California voters sent a clear message — they demanded ambitious solutions to address California's excessive reliance on criminalization, incarceration, policing, and surveillance. We cannot continue to allow for electronic monitoring and carceral surveillance to extend beyond the jail's walls and into our communities and homes.

San Francisco's reliance on electronic monitoring is harmful, costly, and counterproductive. For these reasons and more, please do not move forward with approval of the rules and regulations until more information is shared with the public. Instead, please work to implement the harm reduction recommendations for electronic monitoring as outlined by the No New SF Jail Coalition in this document.

Sincerely,

Joseph Bear

--
Joseph Bear
Pronouns: He/him
Legal Assistant
joseph@tgijp.org

TGI Justice Project
415.554.8491 | Web | Facebook | Instagram | Twitter
Mailing address: 370 Turk Street, PMB 370 SF CA 94102
Make it happen, Mama! Consider donating as we celebrate **15 years** of Black trans freedom fighting! *https://donatenow.networkforgood.org/TGIJP*

From:	Melissa H
To:	Wong, Linda (BOS); Calvillo, Angela (BOS); FewerStaff (BOS); Fewer, Sandra (BOS); Walton, Shamann (BOS); Waltonstaff (BOS); MandelmanStaff, [BOS]; Mandelman, Rafael (BOS)
Subject:	Public Comment Regarding Today"s Budget & Finance Agenda Items #1 & #2 - File Nos. 200876, 201198
Date:	Wednesday, December 2, 2020 9:56:32 AM

Good afternoon, supervisors. My name is Melissa Hernandez, and I'm writing on behalf of the San Francisco Volunteer Chapter of the ACLU of Northern California. Our chapter is a proud member of the No New SF Jail Coalition. I'm here today to urge you to keep shining a light on the use of electronic monitoring in our city. After weeks of discussions, the public still has very little clarity about who is being placed on electronic monitoring, why they are being placed on it instead of less restrictive alternatives, or what types of violations are landing people back in jail. And what we do know about electronic monitoring in San Francisco is alarming-- just like incarceration in our city, almost half of people on electronic monitoring are Black, a chilling statistic for a city whose Black population makes up less than 5%. What you are doing today is a step in the right direction, and I want to thank you for taking this topic seriously.

I understand that you each received a letter recently from Kate Weisburd of George Washington University in which she detailed the various civil rights issues at stake when people are subjected to electronic monitoring. The ACLU San Francisco Volunteer Chapter wholeheartedly endorses the letter and echoes Ms. Weisburd's concerns, especially as they pertain to the pretrial use of electronic monitoring. The city has a duty to protect San Franciscans' Fourth Amendment rights. It can do so by eliminating unwarranted searches and seizures to the extent possible. The city can also ensure that location data is not shared or kept unnecessarily. Finally, the city can help move progress forward by providing for the collection and regular release of data about how electronic monitoring is used in San Francisco, including who is being placed on it, why, and how often people are being re-incarcerated as a result of violations of the sheriff's electronic monitoring rules.

However, the use of electronic monitoring is troubling for reasons other than privacy and civil liberties. There is no significant evidence that electronic monitoring gets people to court and it is extremely intrusive on people's ability to go about their lives. Accordingly, we echo the calls from our fellow coalition members to reduce and work toward elimination of electronic monitoring in favor of programs that strengthen community ties, do not further perpetuate the surveillance of communities of color, especially Black people, and prioritizes life-affirming, community-centered services.

Sincerely,
Melissa G. Hernandez
she/her
Volunteer
San Francisco Chapter
ACLU of Northern California

From:	Sarah Rosedale
To:	Wong, Linda (BOS)
Cc:	Calvillo, Angela (BOS)
Subject:	Public Comment for Budget & Finance Committee - Items #1 & #2
Date:	Wednesday, December 2, 2020 9:59:02 AM

Dear Chair Fewer and Supervisors,

My name is Sarah Rosedale. I live in Bernal Heights and I am with the SF Chapter of the ACLU as well as a volunteer with No New Jails SF. I am strongly opposed to the use of electronic monitoring. I urge you to recommend against approving the current rules and regulations of the city's electronic monitoring program and instead incorporate immediate harm reduction measures while working to oppose electronic monitoring on all fronts.
In my volunteer work with No New Jails SF I have been able to study just how EM works, and how it will only serve to perpetuate the cycle of poverty and crime. It is a sophisticated and harder to see continuation of mass incarceration in this country. It is not a solution, but a new development in the prison industrial complex.

On Tuesday, November 3, San Francisco and California voters sent a clear message — they demanded ambitious solutions to address California's excessive reliance on criminalization, incarceration, policing, and surveillance. We cannot continue to allow for electronic monitoring and carceral surveillance to extend beyond the jail's walls and into our communities and homes.

San Francisco's reliance on electronic monitoring is harmful, costly, and counterproductive. For these reasons and more, please do not move forward with approval of the rules and regulations until more information is shared with the public. Instead, please work to implement the harm reduction recommendations for electronic monitoring as outlined by the No New SF Jail Coalition in this document.

Sincerely,
Sarah Rosedale

From: Samantha Lew
To: Wong, Linda (BOS)
Cc: Calvillo, Angela (BOS)
Subject: Public Comment for Budget & Finance Committee - Items #1 & #2
Date: Tuesday, December 1, 2020 5:55:36 PM

Dear Chair Fewer and Supervisors,

My name is Sam Lew, I grew up in San Francisco and I live in the Richmond District. I am strongly opposed to the use of electronic monitoring. I urge you to recommend against approving the current rules and regulations of the city's electronic monitoring program and instead incorporate immediate harm reduction measures while working to oppose electronic monitoring on all fronts.

Electronic monitoring (EM) is NOT an alternative *to* incarceration, it is *another form of* incarceration. It is a punitive sanction that fails to provide the services, support, and opportunities that people need.

Instead of electronic monitoring, we need to explore all possibilities of release and consider electronic monitoring ONLY as a last resort. Recognize EM as the most restrictive form of supervision, short of jail. San Francisco should be e-carcerting the fewest number of people possible. Expand eligibility of Own Recognizance release (pretrial release with written commitment to show up to court hearings). We also need to invest in community support programs that support pretrial diversion, or make OR more accessible.

On Tuesday, November 3, San Francisco and California voters sent a clear message — they demanded ambitious solutions to address California's excessive reliance on criminalization, incarceration, policing, and surveillance. We cannot continue to allow for electronic monitoring and carceral surveillance to extend beyond the jail's walls and into our communities and homes.

San Francisco's reliance on electronic monitoring is harmful, costly, and counterproductive. For these reasons and more, please do not move forward with approval of the rules and regulations until more information is shared with the public. Instead, please work to implement the harm reduction recommendations for electronic monitoring as outlined by the No New SF Jail Coalition in this document.

Sincerely,

Sam Lew

--
Sam Lew | she/her

From:	NoNewSFJail Coalition
To:	Miyamoto, Paul (SHF)
Cc:	Fewer, Sandra (BOS); Walton, Shamann (BOS); Mandelman, Rafael (BOS); Gallardo, Tracy (BOS); Bintliff, Jacob (BOS); Wong, Linda (BOS); Goossen, Carolyn (PDR)
Subject:	Electronic Monitoring Policy Recommendations
Date:	Thursday, December 10, 2020 10:56:23 PM
Attachments:	No New SF Jail Coalition - Electronic Monitoring Policy Recommendations.pdf

Dear Sheriff Miyamoto,

Please see attached letter from the No New SF Jail Coalition regarding policy recommendations for SFSD's electronic monitoring program.

Sincerely,

No New SF Jail Coalition
nonewsfjail.outreach@gmail.com

December 10, 2020

Sheriff Paul Miyamoto
San Francisco Sheriff's Department
City Hall, Room 456
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Via email to Paul.Miyamoto@sfgov.org

Subject: Electronic Monitoring Policy Recommendations

Dear Sheriff Miyamoto:

The No New SF Jail Coalition was heartened to hear last Wednesday, December 2, at a Board of Supervisors Budget and Finance Committee meeting that the San Francisco Sheriff's Department is committed to revisiting the rules and agreements of your electronic monitoring program.

Our coalition ultimately rejects the use of electronic monitoring. Electronic monitoring extends carceral surveillance into our communities and homes, and it is harmful, costly, and counterproductive. We instead advocate for community investments that address root causes of harm, increase life-affirming resources, and facilitate self-determination for all San Franciscans.

While SFSD continues to operate an electronic monitoring program, we urge the immediate implementation of our enclosed policy recommendations, which take a harm reduction approach. The goals of these changes are to invest in people's success, reduce surveillance overreach, and to protect the civil rights that everyone deserves.

Additionally, we ask the City to invest in programs that support court attendance—such as court date reminders and transportation assistance—and explore all other possibilities of release. Electronic monitoring is the most restrictive form of supervision, short of incarceration, and it should not be a condition for release from jail.

We hear that SFSD will be meeting with the Public Defender's Office tomorrow (December 11) and ask that input from the community — and particularly from people with direct experience being on electronic monitoring — be a part of the revision process moving forward as well.

Sincerely,

No New SF Jail Coalition
nonewsfjail.outreach@gmail.com

Cc: Supervisor Sandra Fewer via Sandra.Fewer@sfgov.org
Supervisor Shamann Walton via Shamann.Walton@sfgov.org
Supervisor Rafael Mandelman via Rafael.Mandelman@sfgov.org
Legislative Aide Tracy Gallardo, Supervisor Walton's Office via Tracy.Gallardo@sfgov.org
Legislative Aide Jacob Bintliff, Supervisor Mandelman's Office via Jacob.Bintliff@sfgov.org
Clerk Linda Wong, SF Budget & Finance Committee via Linda.Wong@sfgov.org
Carolyn Goossen, SF Public Defender's Office via Carolyn.Goossen@sfgov.org

Enclosure: NNSFJ's Proposed Changes to SFSD Electronic Monitoring Rules and Agreements
NNSFJ's Additional Recommendations Regarding E-Carceration and Criminalization

No New SF Jail Coalition - Proposed Changes to SFSD Electronic Monitoring Rules and Agreements

1. **Protect our Fourth Amendment rights** by eliminating unwarranted search and seizure from the rules of San Francisco's electronic monitoring program. We do not forfeit our civil liberties while incarcerated under electronic monitoring. Similarly, we must protect privacy and not share location data obtained through the monitors with the police unless there is a search warrant.

2. **Design EM rules to facilitate strengthening people's community ties**, including presumptively permitting pro-social and family time rather than requiring permission for these activities. The same goes for family care, given the strong connection between anti-recidivism and family bonds.

3. **Create tailored and incremental restrictions for electronic monitoring,** similar to the different levels of out-of-custody supervision, with the goal of assigning the lowest levels of restriction possible. For instance, lower level rules could include the sole use of GPS tracking for stay away orders, while a second level of restriction may use GPS to monitor inclusionary zones — thus removing barriers to employment, services, or community building. (The East Bay Community Law Center has made parallel recommendations for Alameda County's juvenile program.)

4. **Place a cap on the amount of time someone must be on electronic monitoring.** After 20 days, those on EM should be subject to a lower level of surveillance or be removed from EM completely.

5. **Punishment and particularly detention should be the absolute last resort** i**n the enforcement of EM program rules.** Create clear guidelines that break down comprehensive and incremental procedures before seeking re-incarceration for rule violations. Procedures should be shared in writing, in clear and simple language, with people on EM.

6. **Simplify and lessen EM rules and regulations.** Those on electronic monitoring are subject to two pages of rules and regulations *in addition* to the terms and conditions of pretrial release or probation. Electronic monitoring is restrictive as-is; the more complicated the rules are, the more people are effectively set up to fail.

No New SF Jail Coalition - Additional Asks Regarding E-carceration and Criminalization

1. **Reject and eliminate e-carceration, especially pretrial.** E-carceration, electronic monitoring, or ankle shackling is a costly and counterproductive form of incarceration that merely extends the carceral system's reach beyond the jail's walls. It also expands jails and policing into the homes and communities of Black, Indigenous, Brown, Trans, and poor people and increases carceral surveillance. Our city can and should at least end the pretrial use of electronic monitoring as soon as possible, especially given the reality of the COVID-19 pandemic. It should not add any other barriers to freedom. Instead, it should prioritize preventative services, decriminalization, and decarceration.

2. **Instead of electronic monitoring, explore all possibilities of release and consider electronic monitoring ONLY as a last resort**. We must recognize electronic monitoring as the most restrictive form of supervision, short of jail, and subject the fewest number of people possible to it. Expand eligibility of Own Recognizance release (pretrial release with written commitment to show up to court hearings) and invest in community support programs that make Own Recognizance release more accessible and support pretrial diversion. Do not make electronic monitoring a condition for release from jail.

3. **Reduce the scope and reach of electronic monitoring.** While we work to eliminate electronic monitoring, we must reduce the harms it currently causes. That means: *fewer* people on electronic monitoring, *fewer* restrictive rules and regulations, and *less* harm caused to people.

4. **Divert electronic monitoring funds and invest them in programs that support court attendance.** There is no significant evidence that shows someone is more likely to appear in court when they are on electronic monitoring. On the other hand, an October 2020 UCLA Report recommends investing in support over supervision with targeted and tailored programs that address barriers to attending court hearings. Their recommendations include court date reminders, which have been effective, and transportation assistance. In fact, a study found that reminders reduced the number of failures to appear by 26 percent in New York. Rather than 24/7 tech support, we need 24/7 basic needs support. We're not asking for better devices or more monitoring; we're asking for more services that help people show up and stay connected.

5. **Address root causes.** Real public safety means identifying and addressing the core reasons of harm—poverty, homelessness, and a lack of access to resources and mental healthcare, among others. Adequately funding robust community services that address these issues and meet the needs of all people, not incarceration, makes a safer San Francisco.

   We must also end strategies that use low-level charges, such as loitering, to harass people who are poor, unhoused, LGBTQ+, and differently-abled and people of color. Quality of life policing is unethical, disportionately targets certain members of our communities, disregards the dignity and quality of their lives, and fails to recognize and address the reasons that put folks at risk in the first place.

   Decriminalization and elimination of quality of life policing coupled with ample investment in community services will reduce arrests, crime rates, and block the pipeline that funnels our loved ones and communities into jails and ankle monitors.