

File No. 100232

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee BUDGET AND FINANCE

Date 3/17/10

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Ordinance |
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| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
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| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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OTHER

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Completed by: Gail Johnson

Date 3/12/10

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Accept and Expend Metta Fund Grant and Amendment to the Annual Salary Ordinance, FY
2 2009-2010.]

3 **Ordinance authorizing the Office of the Public Defender (PDR) to retroactively accept
4 and expend a grant in the amount of \$166,981.50 from the Metta Fund Foundation to
5 implement a Supported Employment program to assist Public Defender clients with
6 mental illness in securing competitive employment, and amending Ordinance No.
7 183-09 (Annual Salary Ordinance, FY 2009-2010) to reflect addition of one (1)
8 grant-funded position (0.25 FTE) in Class 2910 Social Worker at PDR.**

9 NOTE: Additions are *single-underline italics Times New Roman*;
10 deletions are ~~*strike-through italics Times New Roman*~~.
11 Board amendment additions are double-underlined;
12 Board amendment deletions are ~~strikethrough normal~~.

12 Be it ordained by the People of the City and County of San Francisco:

13 Section 1. Findings

14 (a) The Public Defender's Office applied for funding from the Metta Fund
15 Foundation and was awarded \$166,981.50 on November 4, 2009. The purpose of the grant
16 funding is to hire a Social Worker/Employment Specialist to assist Public Defender clients with
17 mental illness in securing employment through the evidence-based practice of Supported
18 Employment.

19 (b) The goal of the Supported Employment program is to expedite the process of
20 securing employment for the mentally ill offender population, expand the network of job
21 possibilities, and reach a wider range of indigent mentally ill people than the Office of the
22 Public Defender is currently capable of serving. The Supported Employment model has
23 shown empirical success in other jurisdictions and is a key component of long-term recovery
24 for mentally ill offenders. A meta-analysis of 11 randomized controlled trial studies for
25 Supported Employment programs found that the competitive employment rate was 61% for

1 those in Supported Employment versus 23% for control groups. Providing Supported
2 Employment opportunities to clients of the Public Defender who are diagnosed with a mental
3 illness will lead to long term recovery, reduce recidivism, psychiatric hospitalizations, and jail
4 bed days.

5 (c) The grant does not include any provision for indirect costs.

6 Section 2. Authorization to Accept and Expend Grant Funds.

7 (a) The Board of Supervisors hereby authorizes the Office of the Public Defender
8 (PDR) to accept and expend, on behalf of the City and County of San Francisco, Metta Fund
9 Foundation grant funds in the amount of \$166,981.50 for the purpose of providing a
10 Supported Employment program for its mentally ill clients to aid them in securing and
11 sustaining competitive employment.

12 (b) The grant does not provide any provision for indirect costs and indirect costs are
13 hereby waived

14 Section 3. Grant Funded Position; Amendment to FY 2009-2010 Salary Ordinance.

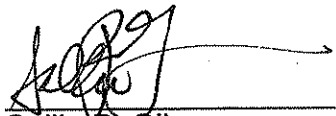
15 The hereinafter designated section of Ordinance Number 183-09 (Annual Salary Ordinance
16 FY 2009-2010) is hereby amended to add one (1) position of the Office of the Public Defender
17 (PDR) as follows:

18 Department : PDR (5) Public Defender
19 Index Code: 055120
20 Program: AKI Grant Services
21 Subfund: 2S PPF FNC

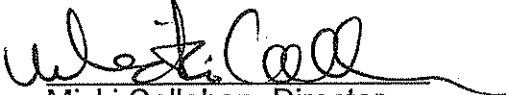
<u>Amendment</u>	<u># of Pos.</u>	<u>Class and Item No.</u>	<u>Compensation Schedule</u>
<u>Add</u>	<u>0.25 FTE</u>	<u>2910 Social Worker</u>	<u>\$ 1,936 B \$2,354</u>

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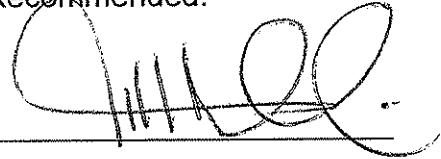
APPROVED AS TO FORM:

By: 
Sallie P. Gibson
Deputy City Attorney

APPROVED AS TO CLASSIFICATION
DEPARTMENT OF HUMAN RESOURCES

By: 
Micki Callahan, Director
Department of Human Resources

Recommended:


Jeff Adachi, Public Defender

APPROVED: 
for Gavin Newsom, Mayor

APPROVED: 
Controller, Grant Division

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors ordinance authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying ordinance:

1. Grant Title: Working Toward Recovery
2. Department: Public Defender
3. Contact Person: Jeff Adachi Telephone: 553-9520
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$ 166,981.50
- 6a. Matching Funds Required: \$ 0
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: The Metta Fund Foundation
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary:

To fund a social work position (job code 2910) to work as an Employment Specialist at the Public Defender's Office to assist clients with mental illness in securing competitive employment consistent with the evidence-based Supported Employment model.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: November 4, 2009 End-Date: November 3, 2011
10. Number of new positions created and funded: 0.25 FTE Social Worker (job code 2910) for FY 2009-10
11. If new positions are created, explain the disposition of employees once the grant ends?

If the Metta Fund Foundation is pleased with the outcome data, the grant will be extended for another year. At the end of year three, employment will terminate. However, the Public Defender's Office will aim to sustain the program through grant applications to the Substance Abuse and Mental Services Association (SAMHSA), the Department of Justice Bureau of Justice Assistance (BJA), the Mentally Ill Offender Crime Reduction Acts (MIOCRA) both Federal and State.
- 12a. Amount budgeted for contractual services: n/a
b. Will contractual services be put out to bid? n/a
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? n/a

d. Is this likely to be a one-time or ongoing request for contracting out? n/a

13a. Does the budget include indirect costs? Yes No

b1. If yes, how much? \$

b2. How was the amount calculated?

c. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

14. Any other significant grant requirements or comments: None

****Disability Access Checklist****

15. This Grant is intended for activities at (check all that apply):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Angela Auyong
(Name)

Date Reviewed: 01/15/2010

Department Approval: Jeff Adachi Public Defender
(Name) (Title)

(Signature)

Section 2: Project Proposal

Jails and prisons have become de facto treatment providers for mentally ill criminal defendants who do not have access to quality mental health care in the community. These individuals are poor, disenfranchised, vulnerable, and find themselves behind bars for showing signs of untreated mental illness in public. San Francisco's Behavioral Health Court (BHC) is addressing this problem in an innovative way by offering treatment as an alternative to incarceration.

BHC started in 2003 with the goal of redirecting clients from the criminal justice system to the community mental health system. Over the last six years, the court has expanded its goals due to a greater understanding of treatment alternatives for the mentally ill offender population. Beyond just connecting clients to quality mental health treatment, the BHC team strives to remove barriers to meaningful reintegration in the community, to reduce recidivism and improve public safety.

BHC adopted Evidence-Based Practices (EBPs) for treating mentally ill offenders that have empirical success in other communities. The BHC team uses Forensic Assertive Community Treatment, Illness Management and Recovery, Trauma Informed Care, Integrated Dual Diagnosis Treatment, and Dialectical Behavior Therapy. In 2008, the court added Supported Employment to the list of evidence-based practices. The addition of an employment component challenged the team to reevaluate its approach to mentally ill offenders. Rather than hoping that clients will work when they are stable, the team now expects and encourages clients to work as a means of achieving and maintaining psychiatric stability.

Securing competitive employment is key to long-term recovery for mentally ill offenders. San Francisco's Mentally Ill Offender Executive Steering Committee studied the reasons why this population stays in jail longer than general population inmates and why so many return to jail, even when placed in treatment. The group found that a missing link in our current system is viable employment for the mentally ill offender population. Approximately 60-70% of individuals with serious mental illness want to work and the majority of those that want to work are capable of being employed. However, less than 15% of those people are actually working.¹ BHC's Supported Employment team was created by Citywide Case Management Forensic Program (CWCMF), a UCSF Department of Psychiatry Program that provides wrap around, intensive case management services to seriously mentally ill offenders.

The definition of Supported Employment is "competitive work in integrated work settings, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals with the most significant disabilities for whom competitive employment has not traditionally occurred; or for whom competitive employment

¹ Bond, et al. (2001) *Implementing Supported Employment as an Evidence-Based Practice*. Psychiatric Services. 52: p. 313-322

has been interrupted or intermittent as a result of a significant disability”.² The core principles are: (1) Focus on Competitive Employment, (2) No Exclusion Criteria, (3) Rapid Job Search, (4) Attention to Consumer Preference in Job Search, (5) Integrated Mental Health and Employment Services, (6) Permanent Individualized Job Supports.

Behavioral Health Court has been using the Supported Employment model for more than a year. Preliminary results show that over a nine-month period (May 2008 through February 2009) with four staff, the team has worked with an average of 70 clients per month (50% are actively engaged; 30% are in contemplative engagement; and 20% are incarcerated or in residential treatment as of that time). During this period: 19 were placed in competitive employment; 30 were placed in stipend positions; 5 were placed in volunteer positions and 13 were enrolled in education and/or training programs. There were a total of 144 job interviews during the period.

Through this grant, the Public Defender’s Office is seeking to extend this successful practice to a wider range of Public Defender clients. By adding an Employment Specialist to our staff, this office could serve mentally ill clients who are being treated by two other city agencies, Jail Aftercare Services and Community Behavioral Health Services, as well as those that are being served in Behavioral Health Court. A position in this office would provide consistency and continuity of care for this vulnerable population, and provide ready access to the Public Defender’s Public Defender’s Reentry Unit and Operation Clean Slate. An expanded Supported Employment program would help reduce the dual stigmas of mental illness and criminal justice involvement that prevent our clients from reentering society in a productive way.

What is being requested?

The Public Defender’s Office is seeking an annual \$100,000 grant for each of three years to employ 1.0 FTE Public Defender Employment Specialist to work in conjunction with Citywide Case Management Forensic Program’s Supported Employment Team. The grant funding will be designated for salary and benefits for one Social Worker position, along with associated expenses. The remainder of the costs will be provided in kind by the Office of the Public Defender.

What is the purpose of the program?

The purpose of the Supported Employment Specialist is to provide additional support for Public Defender clients with major mental illness to (a) find and maintain employment and (b) eliminate barriers to employment faced by forensic mental health consumers. The Employment Specialist will act as a liaison with Jail Aftercare Services, Community Behavioral Health Services, Citywide Case Management Forensic Program, Behavioral Health Court, the Public Defender’s Reentry Unit and the Public Defender’s Operation Clean Slate.

² Rehabilitation Act Amendments of 1998: Title IV of the Workforce Investment Act of 1998, Pub Law 105-220, 112 Stat 936.

How will the program work?

Supported Employment is an adjunct service that is integrated with the rest of the clinical case management team at CWCMF. The Employment Specialist will be part of the CWCMF clinical team, but will be based in the Public Defender's Office and will work specifically with the clients represented by the Public Defender. Clients of the Public Defender who are in Community Behavioral Health Services, Jail Psychiatric Services, and/or Behavioral Health Court will be referred to the Employment Specialist to be evaluated for Supported Employment services. If clients are appropriate, the Employment Specialist will introduce the concept of Supported Employment to the client while he or she is still in the custody of the county jail. This will assist with the employment process and will help with the continuity of care from jail to community treatment.

Upon release from custody, the client will continue to access services at the CWCMF clinic. The Supported Employment team, along with the rest of the clinical staff, will support goals towards employment or education. The team uses a *Menu Approach* and offers a wide variety of work options to accommodate varying levels of work readiness. They include: *Competitive Employment in the Community*; *Stipended Employment in the Community* (employers try out potential employees on a time limited basis while the program pays the consumer); *Stipends at the Center* (on-site vocational opportunities and training); *Volunteering*; *Education/Training Programs*; and *The Employment Drop-In* (created for individuals who are contemplating work/volunteer positions). Clients who are interested in pursuing a career in peer advocacy will be recruited for stipend peer support positions. Along with the array of employment opportunities, each client will have wrap around services that are the core of the BHC treatment model.

An Employment Specialist will carry a caseload of 25 clients at any one time. Our goal is to engage all of these clients in volunteer work, stipend positions or competitive employment according to the individual's preferences and consistent with his or her abilities. The evidence-based Supported Employment model estimates that it takes an average of nine months before placement in a competitive job. We will work with a total of 150 clients over the course of the three-year grant.

Who is expected to benefit from the program?

The target population for this program is Public Defender clients with major mental illness who are connected with Jail Psychiatric Services, Community Behavioral Health Services, and/or Behavioral Health Court.

What is expected to happen or be different as a result of the program?

In the short term, we expect the Employment Specialist to increase the number of clients in competitive employment, to provide consistency and continuity of care for clients exiting jail and entering the community, and to act as a liaison between agencies. We also expect to see reductions in both recidivism and violence as a result of Public Defender clients finding and

maintaining gainful employment in the community. In the long term, we hope to see a decline in service use dollars in both the mental health and the criminal justice systems. These expectations are based upon published research on both Supported Employment and the Behavioral Health Court treatment model.

First, literature on Supported Employment shows that with the proper supports in place, clients with major mental illnesses can work. The Individual Placement and Support model of Supported Employment is a well-researched, evidenced-based approach demonstrating significant results with the mentally ill. A recent meta-analysis of 11 randomized controlled trial studies for Supported Employment programs found that the competitive employment rate was 61% for those in Supported Employment versus 23% for control groups.³

Second, outcome data show that San Francisco's BHC reduces the risk of recidivism and violence. An independent evaluation conducted by researchers from UCSF compared the occurrence of new criminal charges for 172 BHC clients and 8,153 other adults with mental disorders who were booked into jail during the same interval.⁴ By 18 months after graduation, the estimated risk of being charged with any new offense was about 40% lower for BHC graduates than that of similar detainees who did not participate in the program. The risk of BHC graduates being charged with a new violent crime was about 54% lower than that of other comparable detainees.

Third, a recent RAND Corporation study of the Allegheny Mental Health Court in Pennsylvania found that over a two year period after commencing participation in a mental health court, "the leveling off of mental health costs and the dramatic drop in jail costs yielded a large cost savings."⁵ While there is little research on the cost savings associated with mental health courts, the hope is that with an added Supported Employment component, both jail costs and mental health treatment costs will decline significantly over the long term.

Why is your organization suited to operate the program?

The San Francisco Public Defender is committed to a holistic approach to justice and recognizes that when the criminal case is over in court, the difficulties that may have led to criminal justice involvement are not over. Unless the office reaches out to address underlying social service needs, clients will inevitably return to jail. We have a Reentry Unit that assists people in finding appropriate social services in the community and we have Operation Clean Slate that assists formerly incarcerated people in clearing criminal records through expungements and certificates of rehabilitation. The Employment Specialist would work in conjunction with those programs to address the employment needs of clients with major mental illness. We have experience working with community programs to find long-term solutions for

³ Bond, G.R., Drake, R.E., and Becker, D.R. (2008) *An Update on Randomized Controlled Trials of Evidence-Based Supported Employment*. *Psychiatric Rehabilitation Journal*. 31, no. 4, 280-290.

⁴ McNiel and Binder, *Effectiveness of a Mental Health Court in Reducing Criminal Recidivism and Violence*. *American Journal of Psychiatry*, 2007; 164:1395-1403.

⁵ Ridgley, S.M., Engberg, J., Greenberg, M.D., Turner, S., DeMartini, C., Dembosky, J.W., (2007) *Justice Treatment and Cost, An Evaluation of the Fiscal Impact of Allegheny County Mental Health Court*.

indigent people with high social service needs, and we have had enormous success in helping clients remove barriers to successful reentry into the community.

How will you measure program performance? How will you know if the program is successful?

The standard measure of program performance for Supported Employment is a simple calculation of the number of people in competitive employment before and after accessing support services. For clients in Supported Employment through the Public Defender's Office, in addition to measuring how many are in competitive employment, we will measure re-arrest rates, length of time between arrests for new criminal conduct and re-arrest for crimes of violence. We will be seeking to answer two questions (1) how well does Supported Employment work for people with mental illness involved in the criminal justice system; and (2) to what degree does competitive employment affect standard criminal justice measures like recidivism rates and reduction in re-arrest for violence?

We will know that the program is successful by looking at the number of people employed, the rate of re-arrest and re-arrest for crimes of violence before and after accessing Supported Employment services, and the rate of re-arrest for similarly situated clients who do not participate in Supported Employment. Over the long term, we hope to see a decline in cost in both the criminal justice and mental health systems.

Behavioral Health Court has the ability to undertake this extensive evaluation due to its commitment to data collection. In 2007, the court received a grant to fund Phase I of a web-based database. This database serves as a repository for comprehensive, cross-agency data elements, including legal, clinical, demographic, and historical data. Phase II development will track aggregate information in customized monthly reports and extract raw data on all aspects of the treatment and legal process. The database will ultimately enable the court to expand the scope of research to include a cost savings analysis.

If the program is successful, how will it be sustained after the Metta Fund Grant ends?

If the program shows an increase in the number of people in competitive employment and a reduction in criminal recidivism and violence, this office will be in a stronger position to seek funding from the Federal and State Mentally Ill Offender Crime Reduction Acts, the Bureau of Justice Assistance, the Substance Abuse and Mental Health Services Association, the Department of Justice, the National Institute of Mental Health, the City of San Francisco, and private foundations. Our research would contribute to the growing body of knowledge about evidence-based practices for those with mental illness who are also involved in the criminal justice system.

November 4, 2009

Mr. Jeff Adachi
Public Defender
City and County of San Francisco Office of the Public Defender
555 Seventh Street
San Francisco, CA 94103

Dear Mr. Adachi,

I am pleased to write that the Trustees of the Metta Fund ("Metta"), a California nonprofit public benefit corporation, have approved a grant of \$166,981 (over two years) to support the City and County of San Francisco Office of the Public Defender (the "Grantee"), a California nonprofit public benefit corporation, for its Supported Employment Specialist. This letter serves as the grant agreement (the "Agreement") between Metta and the Grantee and as such, it outlines the terms and conditions that apply to the Grant. This letter is intended by the parties to be a legally binding document.

Terms and Conditions

Conditions Precedent. In addition to its other rights and remedies hereunder, Metta shall have no obligation to make any payments or otherwise perform under this Agreement if at any time during the term of this Grant (i) the Grantee shall not be duly incorporated as a nonprofit public benefit corporation under the laws of the State of California; (ii) the Grantee shall not be organized or operated exclusively for charitable, scientific, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended ("Code"); or (iii) Metta shall have determined in its reasonable judgment that any payment made or to be made to Grantee hereunder would be classified as a "taxable expenditure" within the meaning of Section 4945 of the Code.

Summary of Grant Purpose, Scope, and Deliverables. This Grant is made solely to support the operation by the Grantee of Supported Employment Specialist (the "Project"). The Project shall be operated at all times in accordance with your written Grant proposal and approved budget for the Project, which is attached to this Agreement and made a part hereof ("Grant Proposal"); and subject to the other terms and conditions of this Agreement. The Grant shall be for the stated period of the Grant

herein, unless the Grant is earlier terminated ("Grant Period").

Grant Period. The grant period for the project being supported by this grant will begin on the date the grant funds are distributed and will conclude twenty-four (24) months after that date. Grant funds must be expended in full no later than thirty (30) days after the conclusion of the grant period unless otherwise authorized in writing by Metta.

Proposal/Budget Reference. All of the Grant funds, as well as any income earned on those funds, are to be used and applied at all times for the Project in accordance with the Grant Proposal; *provided however* that in the event of any conflict between this Agreement and the Grant Proposal, the terms of this Agreement shall control.

Metta Program Officer. Metta has assigned staff responsibility for the Grant to Delia Reid, Vice President of Programs. Please address all questions, communications, and reports concerning the Grant to this staff member.

Payment Schedule. The Grant will be paid to the Grantee in the following installments, unless the grant period is earlier terminated:

<i>Scheduled Date</i>	<i>Amount</i>	<i>Notes</i>	<i>Status</i>
<i>10/23/2009</i>	<i>83,491</i>		<i>Scheduled</i>
<i>10/25/2010</i>	<i>83,491</i>		<i>Scheduled</i>

Reporting Requirements. As part of its commitment to the success of the project and its grantmaking priority of Preventing Violence, Metta is very interested in monitoring the activities and outcomes of the Grantee's project. Such monitoring may include meetings with Grantee personnel and visits to sites where Grantee activities are being implemented to observe these activities and meet with project participants. The Grantee shall be required to submit:

- *a 12-month progress report; and*
- *a final project and expense report, due no later than 30 days after the end of the grant period.*

The Foundation will be in contact with you concerning the specifics of these reports at least a month before the due dates.

Public Announcements and Written Documents. *The Grantee agrees to refrain from making any public announcement of this grant and to refer to the funding source as "Anonymous."*

Required Use of Grant Funds. The Grant is made only for the purposes and activities described herein and in the Grant Proposal. Any funds not expended or committed for the purposes of the Grant within the grant period (or any authorized extension of the grant period, if any) must be returned to Metta within thirty (30) days after the close of

the grant period. In accordance with the requirements of the Internal Revenue Code and this Agreement, the Grant funds must be expended exclusively for charitable, scientific or educational purposes. In the event of termination of this Agreement as set forth below, Metta may seek return of any misappropriated misused funds. The Grantee further agrees to promptly return any unexpended funds in the event of a termination of this agreement as outlined below.

Changes. Permission to make any major changes in program objectives, implementation strategy, key personnel, timetable, or the approved budget for the Project (defined as line items added or deleted or transfers among line items, amounting to \$1,000 or ten percent (10%) of the approved line item amount, whichever is larger), must be requested in writing, and the approval of Metta must be obtained, before such changes are implemented. Metta may approve or withhold approval of such changes in its discretion, which shall not be unreasonably withheld if the proposed change is consistent with this Agreement and the exempt purposes of the Grant.

Financial Records; Audit. Any unexpended Grant funds must be maintained by you at all times in a segregated fund that is dedicated exclusively to the exempt purposes of the Grant. In addition, the receipt and expenditures of these funds must be shown separately in your accounting records. You agree to maintain complete books and records of revenues and expenditures for the Project, together with appropriate supporting documentation, for at least four (4) years after completion of the grant period. Metta shall have the right to audit the Project from time to time upon reasonable notice during and after the grant period; and you agree to make such books and records available for inspection at reasonable times if and as deemed necessary by Metta.

Limitation. This Grant is made with the understanding that Metta does not have any obligation to provide other or additional funding or support to the Grantee.

Prohibitions. The Grant funds may not be used for any improper or unlawful purpose, including but not limited to any of the following:

- to attempt to influence legislation or the outcome of any specific public election;
- to carry on, directly or indirectly, any voter registration drive;
- to make grants to individuals or to other organizations which do not comply with the requirements of Section 4945(d)(3) or (4) of the Code. Subject to any Internal Revenue Service regulation or ruling to the contrary, the parties agree that the payment of reasonable compensation to your employees does not constitute a "grant" for this purpose, and is not subject to this restriction; or
- to undertake any activities for a non-charitable purpose.

Nondiscrimination. The Grantee shall provide the services and benefits under the

Grant without regard to race, color, religion, national or ethnic origin, sex, age or sexual preference, subject only to specific approved research or medical objectives of the Grant as set forth in the Grant Proposal.

Independent Contractor. The Grantee is and shall act as an independent contractor at all times. Neither the Grantee nor any of its employees or agents or contractors shall be an employee, agent, partner or joint venturer of Metta for any purpose. Neither party has any right to act as an agent for or enter into any obligation on behalf of the other party to any extent. Metta shall not be responsible for the acts or omissions of the Grantee or its employees or agents to any extent.

Termination. Without limiting its other rights or remedies, Metta in its sole discretion may terminate this Agreement or the Grant or withhold or defer payment of Grant funds, upon written notice to the Grantee, if (a) Metta is not reasonably satisfied with the quality of the Grantee's work or progress toward achieving the stated goals; (b) Metta concludes on reasonable grounds that the Grantee is incapable of satisfactorily completing the Project or has ceased to be an appropriate means of accomplishing the purposes of the Grant; (c) the Grantee materially abandons the Project; (d) the Grantee fails to meet or breaches any material terms and conditions of this Agreement; (e) there is a material change of control of the Grantee; (f) the Grantee terminates or purports to terminate this Agreement; or (g) Metta reasonably determines that any of payments under this Agreement constitute "taxable expenditures" by Metta within the meaning of Section 4945 of the Code or are otherwise unlawful under applicable federal or state law. This Agreement and the Grant also shall immediately terminate without notice in the event that (i) the Grantee commences liquidation or dissolution or similar proceedings; (ii) the Grantee transfers all or substantially all of its assets to another organization or entity; (iii) the Grantee becomes insolvent; (iv) the Grantee or third persons file a voluntary or involuntary petition in bankruptcy to have the Grantee declared bankrupt or insolvent or commence any other proceeding of reorganization, arrangement or similar relief by or for the Grantee under any applicable law regarding insolvency or relief for debtors; (v) the Grantee makes a general assignment for the benefit of creditors or any similar undertaking; or (vi) a receiver, trustee or similar officer for the operations or property of the Grantee is appointed under applicable law.

In the event of the termination of this Agreement, the Grant shall immediately terminate. All of the rights of Metta, all of the obligations of the Grantee, and all claims or causes of action in existence on the date of termination, each shall survive termination.

Choice of Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of California, without reference to the conflict of laws provisions thereof.

General Terms and Conditions. This Agreement (including but not limited to the Grant Proposal) is the entire agreement between Metta and the Grantee (and in the case of the indemnification provisions hereof, between Metta and the Indemnifying Parties) and

supersedes any previous or contemporaneous agreements or statements between the parties or their representatives, whether written or oral or express or implied. In the event of any conflict between the other terms of this Agreement and the Grant Proposal, the terms of this Agreement shall control. This Agreement may only be amended, waived or modified by the parties in a writing signed by the parties referring to this Agreement. No waiver by any party of a breach or violation of this Agreement or any failure to exercise any right hereunder shall operate or be construed as a waiver of any subsequent breach or violation of the same or of a different kind. Notice shall be by personal delivery or by telefacsimile to the principal office of the recipient in California, and shall be effective when received. The Grantee represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of the Grantee, and that the officer signing this Agreement has the right, power and authority to sign and deliver this Agreement on behalf of the Grantee.

Neither the Grantee nor the other Indemnifying Party shall assign or transfer this Agreement or any of its rights or obligations under this Agreement without prior written consent of Metta, which may be withheld in its sole discretion; and any purported assignment or transfer shall be null and void. Subject to the foregoing restriction on assignment, this Agreement binds each of the parties and their respective officers, directors, affiliates, members, representatives, successors and assigns.

In the event any part of this Agreement is held invalid or unlawful by the final judgment of a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect; *provided however* that if any material part of the section of this Agreement entitled "Prohibitions", "Termination" or "Indemnification" is held invalid or unenforceable, then Metta shall have the unilateral right to immediately terminate and rescind this Agreement in addition to its other rights or remedies.

If this letter correctly sets forth your understanding of the terms of this grant, please indicate your organization's acceptance of this agreement and agreement to comply with all of the terms and conditions set forth herein **by signing both sets** and returning them to the Metta Fund. We will then return a signed grant agreement with the applicable grant funds.

I look forward to our work with you on this very important project.

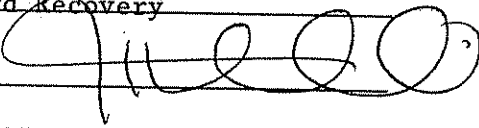
Sincerely,



Delia Reid
Vice President of Programs

ACCEPTED AND AGREED TO:

Metta Fund
Name: Delia Reid
Title: Vice President of Programs
Date: 11/24/2009

Grantee
Organization: San Francisco Office of the Public Defender
Project Title: Working Toward Recovery
Name: Jeff Adachi 
Title: Public Defender
Date: 11/23/2009

Please return both fully signed originals of this document to:

Delia Reid, Vice President of Programs
Metta Fund
770 Tamalpais Drive, Suite 309
Corte Madera, California 94925

A COPY OF THE GRANT PROPOSAL FOR THIS PROJECT AS APPROVED BY
METTA FUND SHALL BE ATTACHED AS AN EXHIBIT TO THIS AGREEMENT AND
MADE A PART OF THE AGREEMENT.

* * *

PROJECT TITLE: Employment Specialist Budget: Two Years

Total Project Budget

	<u>Year 1</u>	<u>Year 2</u>
<u>Net Revenue</u>		
Metta Grant Fund	83,490	83,490
	<hr/>	<hr/>
<u>Expense</u>		
Salary for One Social Worker (Job code 2910 @ 1 FTE)	51,597	54,184
Benefits	22,187	23,299
Total Compensation	73,784	77,483
Conferences	2,000	1,000
Equipment, Major	0	0
Equipment, Minor	2,000	0
Printing	2,000	2,000
Supplies	2,206	2,207
Travel	1,500	800
Other Direct Expense	0	0
Sub-total	83,490	83,490
Indirect Expense	0	0
	<hr/>	<hr/>
Total Expense	83,490	83,490
	<hr/> <hr/>	<hr/> <hr/>