

**City and County of San Francisco  
Adult Probation Department**

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of **October 1, 2019**, in San Francisco, California, by and between **The Regents of the University of California, on behalf of its San Francisco Campus** ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Chief Adult Probation Officer.

**Recitals**

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the not to exceed amount, and to update and relabel Appendix B; and

WHEREAS, the Agreement was competitively procured through RFP#APD2017-03 issued on June 1, 2017, and this modification is consistent therewith; and

NOW, THEREFORE, Grantee and the City agree as follows:

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1                      **Agreement.** The term "Agreement" shall mean the Agreement dated November 1, 2017 between Grantee and City.

1.2                      **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Article 2      Modifications to the Agreement.**

The Agreement is hereby modified as follows:

2.1                      **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

(s) "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).

**2.2 Management of Private, Proprietary or Confidential Information and City Data.** *The following is hereby added and incorporated into Article 12 of the Agreement:*

**12.1 Management of Private, Proprietary or Confidential Information and City Data.**

**12.1.1 Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Grantee within the meaning of San Francisco Administrative Code Chapter 12M, Grantee and subgrantee 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. Grantee is subject to the enforcement and penalty provisions in Chapter 12M.

**12.1.2 Confidential Information.** In the performance of Services, Grantee 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 Grantee, such information must be held by Grantee in confidence and used only in performing the Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent Grantee would use to protect its own proprietary or Confidential Information.

**12.1.3 Access to City Data.** City shall have reasonable access to all data given to Grantee 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.

**12.1.4 Use of City Data and Confidential Information.** Grantee agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Grantee 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 Grantee's staff assigned to this project on a need-to-know basis only. Grantee 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 Grantee'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 Grantee, subgrantees 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.

**12.1.5 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Grantee shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Grantee has received written confirmation from City that Confidential Information has been successfully transferred to City, Grantee shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Grantee 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 Grantee in whatever medium. Grantee shall provide City with written certification that such purge occurred within five (5) business days of the purge.

**12.1.6 Notification of Legal Requests.** Grantee 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 Grantee 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. Grantee 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. Grantee 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 Grantee, independent of where the City Data is stored.

2.3 **Withholding.** *The following is hereby added to Article 7 of the Agreement:*

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

2.4 **Limitations on Contributions.** *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

10.11 **Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Grantee; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.5 **Distribution of Beverages and Water.** *The following is hereby added to Article 16 of the Agreement, replacing the previous Section 16.18 in its entirety:*

**16.18 Distribution of Beverages and Water.**

**16.18.1 Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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

2.6 **Article 3.2.** *Article 3.2 Duration of Term of the Agreement currently reads as follows:*

The term of this Agreement shall commence on the later of (a) **NOVEMBER 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **OCTOBER 31, 2019**. With option to extend the term of the agreement for an additional three-year term at the City's sole discretion.

*Such section is hereby amended in its entirety to read as follows:*

The term of this Agreement shall commence on the later of (a) **NOVEMBER 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **OCTOBER 31, 2022**.

2.7 **Article 5.1.** *Article 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:*

In no event shall the amount of Grant Funds disbursed hereunder exceed **FIVE MILLION, EIGHT HUNDRED THOUSAND** Dollars (**\$5,800,000**).

*Such section is hereby amended in its entirety to read as follows:*

In no event shall the amount of Grant Funds disbursed hereunder exceed **EIGHTEEN MILLION SEVEN THOUSAND TEN** Dollars (**\$18,007,010**).

2.8 **Appendix B.** *Appendix B Calculation of Charges of the Agreement currently reads as follows:*

#### **Appendix B—Calculation of Charges**

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below.

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;

- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office and program supplies; and
- (4) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant should such funds ever supply all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses.

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

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

- 1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
- 2. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
- 3. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

**BUDGET**

<b>ADULT PROBATION DEPARTMENT SUMMARY</b>			
<b>Proposer's Name: UC Regent</b>			
(Check One)    New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>			
If modification, Effective Date of Mod.		No. of Allocation	
Program: Adult Probation Department			
Budget Reference Page No.(s) APD# 2-4	Year One	Year Two	
Program Term	11/01/2017-10/31/2018	11/01/2018-10/31/2019	Total
<b>Expenditures</b>			
Salaries	\$ 1,376,317	\$ 1,692,575	\$ 3,068,892
Benefits	\$ 584,935	\$ 719,344	\$ 1,304,279
Operating Expense	\$ 448,927	\$ 356,474	\$ 805,401
<b>Subtotal</b>	<b>\$ 2,410,178</b>	<b>\$ 2,768,394</b>	<b>\$ 5,178,572</b>
Indirect Percentage Rate not to exceed 12%	12.00%	12.00%	\$ 0
<b>Indirect Cost</b>	<b>\$ 289,221</b>	<b>\$ 332,207</b>	<b>\$ 621,429</b>
<b>Total Expenditures</b>	<b>\$ 2,699,400</b>	<b>\$ 3,100,601</b>	<b>\$ 5,800,000</b>
Prepared by: Constance Revore		Date: _____	
Approved by: Tonya Jones			
APD Division Director			

*Such Appendix, Appendix B is hereby amended in its entirety and relabeled Appendix B-1 to read as follows:*

### **Appendix B-1—Calculation of Charges**

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below. The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) within the scope of the applicable Budget line item; and
- (d) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office and program supplies;
- (4) capital expenses which must follow the guidelines set forth by the City and County of San Francisco Office of the Controller. More information here:  
<https://sfcontroller.org/sites/default/files/Documents/Auditing/Guidelines%20for%20Cost%20Categorization%20in%20Nonprofit%20Contracts%20and%20Grants%20Version%201.2.pdf>, and
- (5) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant should such funds ever supply all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses no

later than the 15th of each month for services provided in the previous month. Additionally, the City's Program Manager must approve all purchases for a single item that exceeds \$500.

### **Gift Card Tracking and Submission Requirements**

#### **Gift Card Tracking Requirements**

Grantee is responsible to track the purchase and distribution of gift cards at all times. The City's Program Manager will provide a gift card/voucher tracking log(s), and track the following information:

- a) Date Gift Card/Voucher was issued
- b) # of Gift Cards distributed to the client on that date
- c) Type of Gift Card/Voucher
- d) \$ Amount of Gift Card/Voucher
- e) Client's SF#
- f) Client Name (printed)
- g) Client Signature
- h) Justification/Reason for providing the client with the Gift Card/Voucher
- i) Staff Signature

Once all gift cards have been distributed, Grantee shall submit a copy of their gift card/voucher tracking log(s) to the City's Program Manager. The log(s) must include the month in which the purchase of the gift cards will be invoiced to the City APD.

#### **Gift Card Submission Requirements**

- Each time a batch of gift cards is purchased, you're responsible to track distribution as per the above bullet point.
- Once all the cards in a batch have been distributed, you'll need to submit a copy of the gift card distribution tracking log to the City's Program Manager overseeing your contract and write on the log what month you invoiced APD for the purchase of the gift cards.

Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

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

1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
2. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
3. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.



# BUDGET

ADULT PROBATION DEPARTMENT SUMMARY									
Proposer's Name: UC Regent (Check One) New Renewal X Modification									
No. of Allocation 5									
Program: Community Assessment and Services Center (CASC)									
	FY 2017-18		FY 2018-19		FY 2019-20	FY 2020-21	FY 2021-22		
Budget Reference Page No. (s) APO# 2-4	Allocation Year One (12-months)	Allocation Year One Actuals (12-months)	Allocation Year Two (12-months)	Allocation Year Budget Mod (12-months)	Allocation Year Three (12-months)	Allocation Year Four (12-months)	Allocation Year Five (12-months)		
Program Term	11/01/2017-10/31/2018	11/01/2017-10/31/2018	11/01/2018-10/31/2019	11/01/2018-10/31/2019	11/1/2019-10/31/2020	11/1/2020-10/31/2021	11/1/2021-10/31/2022		Total
Expenditures									
Salaries	\$ 1,376,917	\$ 1,400,794	\$ 1,692,576	\$ 1,736,697	\$ 2,099,962	\$ 2,166,698	\$ 2,221,071	\$	9,325,423
Benefits	\$ 584,936	\$ 422,487	\$ 719,344	\$ 735,491	\$ 839,985	\$ 858,759	\$ 888,428	\$	3,753,151
Operating Expense	\$ 446,927	\$ 341,331	\$ 396,474	\$ 832,573	\$ 612,656	\$ 607,772	\$ 604,784	\$	2,999,116
Subtotal	\$ 2,410,178	\$ 1,864,612	\$ 2,768,394	\$ 3,304,762	\$ 3,552,602	\$ 3,641,450	\$ 3,714,283	\$	16,077,689
Indirect Percentage Rate not to exceed 12%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%
Indirect Cost	\$ 289,221	\$ 223,753	\$ 332,207	\$ 396,571	\$ 426,312	\$ 436,972	\$ 445,713	\$	1,929,322
Total Expenditures	\$ 2,699,400	\$ 2,088,365	\$ 3,100,601	\$ 3,701,333	\$ 3,978,915	\$ 4,078,401	\$ 4,159,996	\$	18,007,010
Prepared by: Tonya Jones, Fiscal Analyst-APD									Date: September 28, 2019
Approved by: Steve Adams, Program Manager-APD									
APD Division Director									

## Article 3 Effective Date

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

## Article 4 Legal Effect

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

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

**CITY**

Adult Probation Department

By: Karen L. Fletcher  
Karen L. Fletcher  
Chief Adult Probation Officer

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

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

**GRANTEE:**

The Regents of the University of California, on  
behalf of its San Francisco Campus  
Government & Business Contracts

By: Navjot Mahal-Gill 10/2/19  
Navjot Mahal-Gill  
Title: Contract Specialist

Federal Tax ID #: 94-60364993

City Supplier ID: 9023



CID # 1000008971

**Minimum Compensation Ordinance (MCO)  
Exemption and Waiver Request**

If a Contracting Department determines that an agreement qualifies for an Exemption or Waiver from the Minimum Compensation Ordinance (MCO), it shall submit this Exemption and Waiver Request form (P-360) to the Office of Labor Standards Enforcement (OLSE) along with any supporting documentation and certify in writing that the agreement meets the requirement of the particular Exemption or Waiver requested.

Department: Adult Probation Date Submitted: 10/01/2019

Contact Name: Tonya Jones Phone: 415-553-1923

Vendor Name: The Regents of the University of California, Department of Psychiatry, Division of Child & Adolescent Programs Vendor No.: 0000009023

Contract \$ Amount: \$18,007,010

**Exemption Request**

This transaction is exempt from MCO because: *(Check the appropriate box.)*

- The contract was signed before October 8, 2000, or the contract is based on an RFP issued before October 8, 2000 with no Change Notices issued after that date.
- The number of contractor's employees, plus the number of any parent, subsidiaries, or subcontractor's employee is 5 or fewer (or, for contracts signed before October 14, 2007 or based on an RFP issued before October 14, 2007 with no Change Notices issued after that date, 20 or fewer). Contractor's documentation is attached.
- During this fiscal year, this department's transactions with the contractor, including this contract, total less than \$25,000. This contract's amount for this fiscal year is \$\_\_\_\_\_. The contractor's total contracts with the City this fiscal year, including this contract, amount to \$\_\_\_\_\_. (Attach ADPICS Screen 2440, Purchase Orders/Contracts By Name)
- Other: Government Agency. (Reference the MCO Chapter 12P.2 "Definitions" and cite the specific "Excluded Contracts" section (2A) thru (16) under which the Exemption is requested. Documentation may be needed, depending on the exemption, but is not required for contracts with public entities.)

**Waiver Request**

This transaction is appropriate for a waiver based on the indicated section of Chapter 12P: *(Check the appropriate box; the contracting department must attach documentation.)*

- Sole source. (12P.7(a)) *(Attach the OCA P-21.5(b) Sole Source Waiver Request.)*
- Emergency. (12P.7(b))
- No vendors comply. (12P.7(c))
- Bulk purchasing. (12P.7(d))
- Nonprofit Corporation: economic hardship, impact on services, or no increase in contract allocation to cover CPI increase. Include a statement from the nonprofit corporation. (12P.8)
- PUC. Bulk water, electricity or natural gas; or spinning reserve, voltage control, or loading scheduling. (12P.9)
- Collective Bargaining. Include relevant portions of the collective bargaining agreement. The agreement must explicitly waive MCO benefits. (12P.10)

**Department Signature**

Request submitted by department head or authorized representative:

Tonya Jones  
Signature

Tonya Jones  
Print Name

**Instructions**

**ADPICS document number:** This is very important. If possible, create the ADPICS document for this transaction before you submit this form. If that is not possible, create the ADPICS document as soon as possible thereafter, and call or e-mail OLSE and give them the number. If you create a requisition, the document # will begin with "RQ." If you create a purchase order, the document # will begin with "PO." If you create a blanket, the document # will begin with "BP."

**Contact Name:** The person in your office OLSE should call for more information.

**Vendor Number:** Check the vendor file. In ADPICS, go to screen 9600 (Vendor Name Inquiry), enter the contractor's name and press Enter. If a match comes up, go to screen 9510 (Vendor Header) to confirm it's the correct vendor.

**Exemption Category:** See the definition of "contract" in 12P.2 for a list of transactions that are exempt from the MCO. The three most common categories are listed. If the exemption is based on the number of employees, keep the original of the contractor's documentation and attach a copy to this form.

**Waiver Category:** See the indicated sections of Chapter 12P for details on each type of waiver.

**Waiver Documentation:** OLSE needs documentation to consider your waiver request. If you submit this form without documentation, the request cannot be processed.

**Routing Instructions**

Send this form (plus any documentation) to OLSE (mco@sfgov.org). Keep copies. After OLSE approves or disapproves the request, OLSE will return the request form to you. The completed Exemption/Waiver Request form, plus any supporting documentation should be attached to the contract package.

Office of Labor Standards Enforcement use only

OLSE Request Code: \_\_\_\_\_

Action:  Approved  Disapproved

Signature: Beverly Popek Date: 10/11/19

Print Name: Beverly Popek



CID # 10000008971

**Health Care Accountability Ordinance (HCAO)  
Exemption and Waiver Request**

If a Contracting Department determines that an agreement qualifies for an Exemption or Waiver from the Health Care Accountability Ordinance (HCAO), it shall submit this Exemption and Waiver Request form (P-365) to the Office of Labor Standards Enforcement (OLSE) along with any supporting documentation and certify in writing that the agreement meets the requirement of the particular Exemption or Waiver requested.

Department: Adult Probation Date Submitted: 10/01/2019

Contact Name: Tonya Jones Phone: 415-553-1923

Vendor Name: The Regents of the University of California, Department of Psychiatry, Division of Child Case Management Programs Vendor No.: 0000009023

Contract \$ Amount: \$18,007,010

**Exemption Request**

This transaction is exempt from HCAO because: *(Check the appropriate box.)*

- The contract was signed before July 1, 2001, or the contract is based on an RFP issued before July 1 with no Change Notices issued after July 1.
- The Contract duration is for less than one year.
- During this fiscal year, this department's transactions with the contractor, including this contract, total less than \$25,000 or less than \$50,000 if the contractor is a nonprofit. This contract's amount for this fiscal year is \$\_\_\_\_\_. The contractor's total contracts with the City this fiscal year, including this contract, amount to \$\_\_\_\_\_. (Attach ADPICS Screen 2440, Purchase Orders/Contracts By Name)
- Other: (Reference the HCAO Chapter 12Q.2.4 "Contract" and cite the specific "Excluded Contracts" section (a) thru (b)(16) under which the exemption is requested.) Government Agency. (Documentation may be needed, depending on the exemption, but is not required for contracts with public entities.)

**Prime Contractor is Exempt, but Subcontractors are not**

- The prime contractor is exempt from HCAO because at the time the contractor signed the contract, it, and any parent or subsidiary companies, had 20 or fewer employees if the contractor is a for-profit company, or 50 or fewer employees if the contractor is a non-profit. The number of employees includes any employees the contractor plans to hire to fulfill this contract. The department has attached documentation from the contractor.

**Waiver Request**

This transaction is appropriate for a waiver based on the indicated section of Chapter 12Q: *(Check the appropriate box.)*

- Collective Bargaining Agreement.** The contracting department has attached documentation, including relevant portions of a bona fide collective bargaining agreement in which all or any portion of the applicable requirements of HCAO is waived, providing such waiver is explicitly set forth in the agreement in clear and unambiguous terms. Sec.12Q.8
- Sole Source.** The contracting department has attached documentation. Sec. 12Q.6(a)(1). Attach OCA P-21.5(b) Sole Source Waiver Request.

- Emergency.** The contracting department has attached documentation. Sec. 12Q.6(a)(2).
- No vendors comply.** The contracting department has attached documentation. Sec. 12Q.6(a)(3).
- Public Interest.** The waiver is needed because HCAO would cause an adverse impact on services or unreasonable adverse financial impact on City. Sec. 12Q.6(a)(4).
- Bulk Purchasing.** The contracting department has attached documentation. Sec. 12Q.6(a)(5)
- PUC.** Bulk water, electricity or natural gas; or spinning reserve, voltage control, or loading scheduling. Sec. 12Q.7.

**Department Signature:**

Request submitted by department head or authorized representative:

*Tonya Jones*  
Signature

Tonya Jones  
Print Name

**Instructions**

**Contact name.** The person OLSE should call for more information.

**Exemption Category:** See the definition of "contract" in 12Q.6 for a list of transactions that are exempt from the HCAO. The four most common categories are listed. Attach documentation as indicated.

**Waiver Category:** See the indicated sections of Chapter 12Q for details on each type of waiver.

**Waiver Documentation:** OLSE needs documentation to consider your waiver request. If you submit this form without documentation, the request cannot be processed.

**Routing Instructions**

Send this form (plus any documentation) to OLSE (hcao@sfgov.org). Keep copies. After OLSE approves or disapproves the request, OLSE will return the request form to you. The completed Exemption/Waiver Request form, plus any supporting documentation should be attached to the contract package.

**Office of Labor Standards Enforcement use only!**

Action:  Approved     Disapproved

Signature: *Beverly Fogel* Date: 10/1/19

Print Name: Beverly Fogel



CITY AND COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISION

S.F. ADMINISTRATIVE CODE CHAPTERS 12B and 14B  
WAIVER REQUEST FORM  
(CMD-201)

Send completed waiver requests to:  
cmd.waiverrequest@sfgov.org or  
CMD, 30 Van Ness Avenue, Suite 200, San Francisco, CA  
94102

FOR CMD USE ONLY
Request Number: <u>8839</u>
<b>RECEIVED</b>
SEP 25 2017
BY: <u>CMD</u>

Section 1. Department Information

Department Head Signature: Karen L. Mahan  
 Name of Department: Adult Probation  
 Department Address: 880 Bryant Street Room 200, San Francisco CA 94103  
 Contact Person: Verónica Martínez  
 Phone Number: (415) 553-9250 E-mail: veronica.martinez@sfgov.org

Section 2. Contractor Information UCSF - SFGH PSYCHIATRY DEPT

Contractor Name: The Regents of the University of California, Department of Psychiatry, California Hospital for Psychiatric Services  
 Contractor Address: 982 Mission Street, San Francisco CA 94103  
 Contact Person: Navjot Mahal-Gill Contact Phone No.: (415) 579-1970

V# 003270  
Vendor No.: 0000009023

Section 3. Transaction Information

Date Waiver Request Submitted: 9/13/2017 Type of Contract: Professional Services  
 Contract Start Date: November 1, 2017 End Date: October 31, 2019 Dollar Amount of Contract: \$5,800,000.00  
 Transaction #: 8971 Transaction name: CASC Behavioral Health Services

Section 4. Administrative Code Chapter to be Waived (please check all that apply)

Chapter 12B  
 Chapter 14B Note: Employment and LBE subcontracting requirements may still be in force even when a 14B waiver (type A or B) is granted.

Section 5. Waiver Type (Letter of Justification must be attached, see Check List on back of page.)

- A. Sole Source
- B. Emergency (pursuant to Administrative Code §6.60 or 21.15)
- C. Public Entity
- D. No Potential Contractors Comply (Required) Copy of waiver request sent to Board of Supervisors on: \_\_\_\_\_
- E. Government Bulk Purchasing Arrangement (Required) Copy of waiver request sent to Board of Supervisors on: \_\_\_\_\_
- F. Sham/Shell Entity (Required) Copy of waiver request sent to Board of Supervisors on: \_\_\_\_\_
- G. Subcontracting Goals
- H. Local Business Enterprise (LBE)

<b>CMD/HRC ACTION</b>	
12B Waiver Granted: <input checked="" type="checkbox"/>	14B Waiver Granted: _____
12B Waiver Denied: _____	14B Waiver Denied: _____
Reason for Action: <u>SOLE SOURCE PROVIDES HIGHLY SPECIALIZED MENTAL HEALTH SERVICES FOR ADULT PROBATION CLIENTS</u>	
CMD Staff: <u>[Signature]</u>	Date: <u>9-26-2017</u>
CMD Director: <u>[Signature]</u>	Date: <u>"</u>
HRC Director (12B Only): _____	Date: _____



*Protecting the Community, Serving Justice and  
Changing Lives*

KAREN L. FLETCHER  
Chief Adult Probation Officer

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**To:** Romulus Asenloo, Contract Monitoring Division, Director  
**From:** Elisa Baeza, Adult Probation Department, Senior Administrative Analyst  
**Date:** October 1, 2019  
**Subject:** Modification of Administrative Code 12B Waiver Request: UCSF-SFGH Psychiatry Department

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The Adult Probation Department (APD) requests a modification to 12B Waiver Request Number 8839 for UCSF-SFGH Psychiatry Department.

UCSF-SFGH Psychiatry Department was selected through a highly competitive solicitation process to provide behavioral health and reentry services to people under APD supervision. An independent evaluation panel determined that they were the most qualified proposer to provide these services.

On September 25, 2017, the Contracts Monitoring Division (CMD) approved 12B Waiver Request Number 8839 so that APD could execute a contract with UCSF-SFGH Psychiatry Department to implement the Community Assessment and Services Center (CASC). The CASC provides behavioral health and reentry services to people under APD supervision. APD clients who receive services at the CASC present severe mental health and substance use challenges that lead to chronic incarceration and overuse of both the criminal justice and public health systems.

The current 12B waiver expired on September 30, 2019, and APD is requesting an extension of the contract end date as well as an increase to the contract amount. In order for APD to continue providing services at the CASC to clients until the end of the contract term, an additional increase in the total contract amount would be required. The new increased contract amount of \$18,007,010 would cover services up to the extended contract end date of October 31, 2022. APD is in the process of executing an amendment to make all these changes.

APD respectfully requests CMD's approval to modify 12B Waiver Request Number 8839 to increase the contract amount to \$18,007,010 and extend the contract end date to October 31, 2022 in order to continue providing the appropriate services to clients, and does so on the following basis: the services requested are highly specialized with a unique target population, the current supplier has the appropriate set of skills, and expertise to deliver such services, and the supplier is a public entity for which 12B does not apply pursuant to reasons described in Administrative Code Section 12B5-1(b).

Please contact me with any questions or comments you may have. I may be reached at [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org) or 415-553-1691.

Thank you for your consideration.

Attachments:

CMD Form 201-12B Waiver Request Number 8839  
First Amendment Draft  
Original Agreement  
RFP#APD2017-03



## Chapter 12T Waiver Request

Chapter 12T of the San Francisco Administrative Code is related to City contractor/subcontractor consideration of criminal history and employment decisions. Administrative Code Section 12T.8 authorizes the Director of the Office of Contract Administration (OCA) to waive the requirements of Chapter 12T (Chapter) under circumstances described therein.

*Directions: Use this as a word processing document to justify a Chapter 12T waiver request. The department requestor must complete the information below and attach a memorandum with appropriate supporting documentation to justify this request. The memorandum must provide specific and comprehensive information that explains why the requested transaction should receive a waiver under Administrative Code Section 12T.*

*The 12T waiver request must be approved before the department makes a commitment to the vendor, and before funds are encumbered. If the 12T waiver request is to change the term, amount, or scope of an existing contract; attach a copy of the original contract, and any prior 12T waiver determinations made by OCA. When processing applicable contracts and modifications for signature; attach the approved 12T waiver form to the contract documents.*

*This form is required for every transaction, contract, or contract modification that the department wishes to be treated as an exception to 12T. For additional information contact the OCA Purchaser assigned to your department.*

*The department head must sign and date this request prior to submitting to OCA.*

Department: Adult Probation Date Submitted: 10/01/2019

Contact: Tonya Jones Phone: 415-553-1923

Vendor Name: The Regents of the University of California Department of Psychology, Divisio  
Contract Management Programs Vendor No. 000009023

Type of  
Contract: Commodity \_\_\_\_\_ Professional Service  Non-Professional Service \_\_\_\_\_  
Other (specify): \_\_\_\_\_

Amount: \$ 18,007,010 ADPICS Doc No: TBD Duration: Three years

Summarize the product or service:

Behavioral health and reentry services through APD's Community Assessment and Services Center (CASC).

The CASC is a one-stop services center that provides on-site adult probation department supervision and a wide range of community services to clients of APD and other justice involved San Francisco residents.

All waiver requests must be submitted for approval by the Director of OCA and answer the following questions:

Chapter 12T Waiver Request

1. What are the reasons for requesting the waiver?
2. What steps were taken to find an entity that complies with this Chapter?
3. Why the waiver does not defeat the intent of this Chapter?
4. What efforts were made to get the contractor in compliance with this chapter?

Check the statement below addressing the above questions and attach the appropriate documentation.

- (a.1) There is only one prospective contractor willing to enter into a contract with the City and the prospective contractor is not currently disqualified from doing business with the City. Attach a copy of the approved OCA sole source form.
- (a.2) The contracting department, board, or commission certifies that pursuant to Administrative Code provisions, the contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Chapter and is capable of responding to the emergency is immediately available. Cite the Administrative code provision under which your department is declaring an emergency.
- (a.3) City Attorney certifies that the contract involves specialized litigation requirements such that it would be in the City's best interest to waive the requirements of this Chapter.
- (b) Prospective contractor is a public entity and the good, service, construction service or property contract is not available from another source, and that the proposed contract or property contract is necessary to serve a substantial public interest.
- (c) The requirements of this Chapter will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency, and that the Department Representative with delegated authority has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Chapter.
- (d.1) There are no qualified responsive bidders or prospective contractors who could be certified compliant with the requirements of this Chapter. Further, the contract or property contract is for goods, a service, or a project that is essential to the City or City residents.
- (d.2) The transaction entered into pursuant to bulk purchasing arrangements through Federal, State or regional entities will materially reduce the City's purchasing costs and would be in the best interests of the City.
- (d.3) The requirements of this Chapter would result in the City's entering into a contract with an entity that was set up, or is being used, for the purpose of evading the intent of

Chapter 12T Waiver Request

this Chapter.

Submitted by:

Department Head Signature: Karen L. Metcher Date: 10/1/19

OCA Review and Approval:

12T Waiver Approved:  12T Waiver Denied:

Reason for Determination:

Contractor is a public entity  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type text here

Recommending OCA Staff: \_\_\_\_\_ Date: \_\_\_\_\_

Recommending OCA Supervising Staff: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by OCA Director: Sailaja Kurella Digitally signed by Sailaja Kurella  
DN: cn=Sailaja Kurella, o=City and County of San Francisco,  
ou=Office of Contract Administration,  
email=sailaja.kurella@sf.gov, c=US  
Date: 2019.10.02 12:00:03 -07'00' Date: \_\_\_\_\_