

File No. 240134

Committee Item No. 5

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

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date March 20, 2024

Board of Supervisors Meeting Date \_\_\_\_\_

### Cmte Board

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- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

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

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Completed by: Brent Jalipa Date March 14, 2024

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

1 [Accept and Expend Grant - Retroactive - San Francisco Public Defender's Office - CARE  
2 Court Fund - \$524,765]

3 **Resolution retroactively authorizing the San Francisco Public Defender's Office to**  
4 **accept and expend a grant in the amount of \$524,765, pursuant to Senate Bill No. 101**  
5 **(SB 101), allocating \$20,400,000 (Community Assistance, Recovery, and Empowerment**  
6 **(CARE) Court Fund), as amended in 2023 by Senate Bill No. 104 (SB 104), to be**  
7 **distributed by the Judicial Council of California through the State Bar via grant awards**  
8 **to qualified legal services providers and public defender offices to provide**  
9 **representation in CARE Act proceedings, matters related to CARE agreements, and**  
10 **CARE plans for the period of August 1, 2023, through June 30, 2024.**

11  
12 WHEREAS, The Administrative Code requires City departments to obtain Board of  
13 Supervisors' approval to accept or expend any grant funds (Section 10.170 et seq.); and

14 WHEREAS, The State Bar of California grant funds to the San Francisco Public  
15 Defender's Office requires documentation of the Board's approval of their specific grant funds;  
16 and

17 WHEREAS, The San Francisco Public Defender's Office desired to participate in the  
18 CARE Court Program, funded through Senate Bill 1338 ("S.B. 1338"), which was enacted,  
19 creating the Community Assistance, Recovery, and Empowerment Court (CARE Court) and  
20 administered by the State Bar of California, and was awarded \$524,765; and

21 WHEREAS, This CARE Court Program is concurrent with Senate Bill 1338 ("S.B.  
22 1338"), which was enacted, creating the Community Assistance, Recovery, and  
23 Empowerment Court (CARE Court); and

24 WHEREAS, The San Francisco Public Defender's Office is steadfastly committed to its  
25 mission of fiercely defending its indigent clients at the highest level, confronting state-

1 sponsored violence, and advocating for community power, and on top of defending individual  
2 clients in criminal legal matters, it also represents clients with mental health disabilities in civil  
3 commitment proceedings in psychiatric units of hospitals, facing conservatorship in civil court  
4 and other civil commitment proceedings in criminal court through the Public Defender's Mental  
5 Health Unit; and

6 WHEREAS, The Public Defender's Mental Health Unit (MHU) is uniquely situated to  
7 represent CARE court participants, as it represents thousands of clients in existing civil  
8 commitment proceedings and implementing similar court-ordered treatment programs  
9 (Assisted Outpatient Treatment (AOT), Housing Conservatorships, community-based  
10 conservatorship programs) and will therefore already know many potential CARE Court  
11 participants; and

12 WHEREAS, The CARE Court legislation authorizes petitions for individuals who are  
13 already represented by the Public Defender's Office in other proceedings; and

14 WHEREAS, The State Bar funding allocation will help provide adequate staffing to the  
15 unit by supporting one attorney and one paralegal; and

16 WHEREAS, Any interest earned on the grant funds must go to the funded activities;  
17 and

18 WHEREAS, The grant does not require an amendment to the Annual Salary Ordinance  
19 (ASO) Amendment; and

20 WHEREAS, The Public Defender's Office proposes to maximize use of available grant  
21 funds on program expenditures by not including indirect costs in the grant budget; now,  
22 therefore, be it

23 RESOLVED, That should the Public Defender's Office receive more than the awarded  
24 amount of \$524,765 that the Board of Supervisors hereby approve the acceptance and  
25 expenditure by the Public Defender's Office of the additional money; and, be it

1           FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the San  
2           Francisco Public Defender’s Office to retroactively accept and expend \$524,765 in grant funds  
3           from the State Bar of California, to comply with Senate Bill No. 101 (“S.B. 101”) mandate to  
4           use these funds to support CARE Court representation; and, be it

5           FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
6           indirect costs in the grant budget; and, be it

7           FURTHER RESOLVED, That the San Francisco Public Defender’s Office be  
8           authorized on behalf of the Board of Supervisors to sign the Grant Agreement with the State  
9           Bar of California, including any extensions or amendments thereof; and, be it

10          FURTHER RESOLVED, That the grant funds received hereunder shall not be used  
11          to supplant expenditures controlled by this body; and, be it

12          FURTHER RESOLVED, That the San Francisco Public Defender’s Office agrees to  
13          abide by the terms and conditions of the Grant Agreement as set forth by the State Bar of  
14          California.

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1 Recommended:  
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4 \_\_\_\_\_/s/\_\_\_\_\_

Approved: \_\_\_\_\_/s/\_\_\_\_\_  
London N. Breed  
Mayor

5 Manohar Raju  
6 Public Defender

Approved: \_\_\_\_\_/s/\_\_\_\_\_  
Ben Rosenfield  
Controller

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**File Number:** 240134  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

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

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

1. Grant Title: **CARE Court Program**
2. Department: **Public Defender's Office**
3. Contact Person: **Janica Li** Telephone: **(415) 553-1677**
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$524,765**
6. a. Matching Funds Required: \$ **n/a**  
b. Source(s) of matching funds (if applicable):
7. a. Grant Source Agency: **The State Bar of California**  
b. Grant Pass-Through Agency (if applicable): **n/a**
8. Proposed Grant Project Summary:  
**Protecting and advocating for the most vulnerable through specialized expertise funding plan to ensure CARE court legal representation.**
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: **08/01/2023**    End-Date: **06/30/2024**
10. a. Amount budgeted for contractual services: **n/a**  
b. Will contractual services be put out to bid?  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?  
d. Is this likely to be a one-time or ongoing request for contracting out?
11. a. Does the budget include indirect costs?  
 Yes                       No  
b. 1. If yes, how much? \$  
b. 2. How was the amount calculated?  
c. 1. 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):  
c. 2. If no indirect costs are included, what would have been the indirect costs?  
**Indirect cost may be calculated at 10% of direct cost, however it's not included in the budget plan.**
12. Any other significant grant requirements or comments: **n/a**

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

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

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s)       | <input type="checkbox"/> New Program(s) or Service(s)      |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(s)                 |  |

14. The Departmental ADA Coordinator 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 disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Arlene Laxamana

(Name)

Human Resources Manager

(Title)

Date Reviewed: 01/03/2024

  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

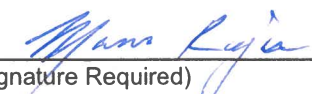
Manohar Raju

(Name)

Public Defender

(Title)

Date Reviewed:  1/4/24

  
(Signature Required)

AGREEMENT REGARDING ADDITIONAL FUNDS PROVIDED PURSUANT TO THE OFFICE  
OF ACCESS & INCLUSION – CARE COURT FUNDS AGREEMENT, 2023-2024

This Agreement Regarding Additional Funds Provided Pursuant to the Office of Access & Inclusion – CARE Court Funds Agreement, 2023-2024 (“Agreement Regarding Additional Funds”) is deemed effective as of the last date signed below (“Effective Date”), by and between The State Bar of California, a public corporation, located at 180 Howard Street, San Francisco, CA 94105 (“State Bar”) and San Francisco Public Defender's Office, a county public defender office or equivalent entity funding public defender services on behalf of a county, having a principal place of business at 555 7th Street, San Francisco, CA 94103 (“Recipient”). State Bar and Recipient are sometimes hereinafter referred to individually as a “Party” and together as the “Parties.”

**RECITALS**

- A. WHEREAS, the State Bar and Recipient entered into the Office of Access & Inclusion – CARE Court Funds Agreement, 2023-2024, effective October 1, 2023 (“Agreement”).
- B. WHEREAS, in 2022, Senate Bill 1338 (“S.B. 1338”) was enacted, creating the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987). In 2023, Senate Bill No. 101 (“S.B. 101”) was enacted, allocating \$20,400,000 (“CARE Court Fund”), as amended in 2023 by Senate Bill No. 104 (“S.B. 104”), to be distributed by the Judicial Council of California through the State Bar via grant awards to qualified legal services projects and public defenders to provide legal counsel pursuant to subdivision (c) of Section 5976 of the Welfare and Institutions Code for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans by October 1, 2023 (“CARE Court Legal Services”). The CARE Court Fund was to be distributed by the State Bar to qualified legal services projects who were found to be eligible through a competitive grant process, with any funds not awarded to qualified legal service projects in a given county to be distributed to that county’s public defender office to provide those services.
- C. WHEREAS, S.B. 101, as amended by S.B. 104, allocated \$1,020,000 for legal training and technical assistance related to the implementation of the CARE Act. These funds were to be distributed by the Judicial Council through the State Bar by October 1, 2023, as grants to qualified support centers or other entities that have expertise in providing legal training and technical assistance to legal aid providers or public defenders. Any of these funds not awarded for legal training and technical assistance related to the implementation of the CARE Act were to be provided to qualified legal services projects and public defender offices to provide CARE Court Legal Services by October 1, 2023.
- D. WHEREAS, there are funds remaining from the amount allocated for legal training and technical assistance related to the implementation of the CARE Act, and the State Bar has determined that Recipient should receive a share of these reallocated funds to be spent by Recipient under the same terms and conditions as the CARE Court Funding Amount already allocated to Recipient.



E. NOW, THEREFORE, in consideration of the covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

1. The State Bar provides to Recipient \$46,336 (“Additional Funding Amount”). The State Bar shall pay this amount to recipient as soon as practicable after the funds become available to the State Bar.
2. The State Bar’s payment of the Additional Funding Amount to Recipient shall be subject to all of the terms and conditions applicable to the State Bar’s payment to Recipient of the original Funding Amount as set forth in the Agreement, which is attached hereto as Exhibit A and is incorporated herein as if fully set forth herein. The State Bar and Recipient shall have the same rights and responsibilities with respect to the Additional Funding Amount as they have, pursuant to the Agreement, with respect to the original Funding Amount, including but not limited to Recipient’s obligation to spend the funds on permissible activities during the Funding Period.
3. Notwithstanding the foregoing, the State Bar is not obligated to pay Recipient any funds pursuant to this Agreement Regarding Additional Funds if the State Bar determines, in its sole discretion, that the funds it receives are not sufficient to pay all or part of the Additional Funding Amount.
4. This Agreement Regarding Additional Funds and all matters arising hereunder, in connection herewith or relating to this Agreement Regarding Additional Funds, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without regard to its conflicts of law rules.
5. No amendment, modification, termination, or waiver of any provisions of this Agreement Regarding Additional Funds shall be effective unless the same shall be in writing and duly executed by both Parties.
6. This Agreement Regarding Additional Funds may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same instrument. The delivery of an executed counterpart of this Agreement Regarding Additional Funds electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement Regarding Additional Funds.
7. This Agreement Regarding Additional Funds constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, State Bar and Recipient have executed this Agreement Regarding Additional Funds as of the Effective Date above.

**THE STATE BAR OF CALIFORNIA,  
A PUBLIC CORPORATION**

Date: October 27, 2023

By: E-SIGNED by Steve Mazer  
on 2023-10-27 07:51:51 PDT

Steve Mazer

Print Name of State Bar Executive Officer

Chief Administrative Officer

Print Title of State Bar Executive Officer

**RECIPIENT**

Date: October 16, 2023

By: E-SIGNED by Matt Gonzalez  
on 2023-10-16 14:53:00 PDT

Matt Gonzalez

Print Name of Authorized Representative

Chief Attorney

Print Title of Authorized Representative

## **Exhibit A**

**FUNDS AGREEMENT**

**THE STATE BAR OF CALIFORNIA**

**OFFICE OF ACCESS & INCLUSION – CARE COURT FUNDS  
2023 – 2024**

This Funds Agreement ("Agreement") is made as of October 1, 2023, ("Effective Date") between The State Bar of California, a California public corporation, with a principal place of business at 180 Howard Street, San Francisco, CA 94105 ("State Bar"), and San Francisco Public Defender's Office, a county public defender office or equivalent entity funding public defender services on behalf of a county, with a principal place of business at 555 7th Street, San Francisco, CA 94103 ("Recipient"). This Agreement sets forth the terms and conditions for receiving the Funds. State Bar and Recipient are sometimes hereinafter referred to individually as a "Party," and together as the "Parties."

**RECITALS**

- A. Pursuant to California Business and Professions Code Section 6210-6228 ("Act"), and Title 3, Division 5, Chapter 2 of the Rules of the State Bar of California ("Rules"), a Legal Services Trust Fund Program ("Program") has been established in the State of California. The Office of Access & Inclusion administers the Program. The Program includes an Equal Access Fund ("Fund") that is funded pursuant to the annual California Budget Act and the Uniform Civil Fees and Standard Fee Schedule Act of 2005 ("Fee Schedule Act").
- B. In 2022, Senate Bill 1338 ("S.B. 1338") was enacted, creating the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987). In 2023, Senate Bill No. 101 ("S.B. 101") was enacted, allocating \$20,400,000 ("CARE Court Fund"), as amended in 2023 by Senate Bill No. 104 ("S.B. 104"), to be distributed by the Judicial Council of California through the State Bar via grant awards to qualified legal services projects and unawarded funds, if any, to public defenders to provide legal counsel pursuant to subdivision (c) of Section 5976 of the Welfare and Institutions Code for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans by October 1, 2023 ("CARE Court Legal Services"). The CARE Court Fund was to be distributed by the State Bar to qualified legal services projects who were found to be eligible through a competitive grant process. After which, the Legal Services Trust Fund Commission shall provide any funds not awarded to qualified legal services projects for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans in each county to that county's public defender office to provide those services.
- C. Recipient is a county public defender office—or, where a county has no public defender office, an equivalent entity designated by a county—that will provide representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans.
- D. NOW, THEREFORE, in consideration of covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

**AGREEMENTS**

1. Pursuant to S.B. 101, S.B. 104, S.B. 1338, the Act, Rules, and Fund, and in reliance upon the promises and representations made by Recipient, the State Bar provides to Recipient \$478,429 ("Funding Amount").
2. The funding period will commence on October 1, 2023 ("Start Date") and end on June 30, 2024 ("End Date," with the period from the Start Date to the End Date known as the "Funding Period"). Recipient may, however, report qualifying spending retroactive to August 1, 2023. Recipient must be available to be appointed to represent respondents in CARE Act proceedings in the City and County of San Francisco for the period of October 1, 2023, to June 30, 2024.
3. The Act, S.B. 101, S.B. 104, S.B. 1338, Fee Schedule Act, Rules, are incorporated into this Agreement as if set forth in their entirety in this Agreement. Recipient agrees to comply with the Act, S.B. 101, S.B. 1338, Fee Schedule Act, Rules, including reporting to the State Bar all expenditures, outcomes, and other data necessary pursuant to Welfare and Institutions Code sections 5984, 5985, and 5986. Recipient agrees to comply with all lawful statutes, rules, regulations, guidelines, policies, instructions, and similar directives pertaining to the Program and the Fund (collectively, "Directives") including without limitation, any Directive adopted after the Effective Date. Recipient further agrees to comply with all applicable state and federal civil rights and anti-discrimination laws, including but not limited to the Fair Employment and Housing Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
4. Recipient represents and warrants that its Chief Public Defender or similarly empowered staff have read and understand this Agreement, the Act, S.B. 101, S.B. 1338, and Rules. Recipient has familiarized appropriate staff with the requirements of this Agreement, the Act, S.B. 101, S.B. 1338, and the Rules.
5. Pursuant to Welfare and Institutions Code section 5981.5(b), the State Bar will retain control over the distribution of the Funding Amount to Recipient. It will pay the Funding Amount in one installment to be paid as soon as reasonably practicable after October 1, 2023. However, under no circumstances will the State Bar bear any liability to Recipient or to other persons or entities for delays in payments.
6. Termination.
  - a) Notwithstanding any other provision of this Agreement regarding the payment of the Funds, Recipient acknowledges that the Funding Amount and all payments thereof shall be made from funds received by the State Bar pursuant to S.B. 101 ("State Funding"), and are contingent upon the availability and sufficiency of such funds, as determined by the State Bar in its sole discretion. Consequently, Recipient shall not be guaranteed any specific dollar amount in funds, or any funds at all, if funds received pursuant to State Funding are insufficient or unavailable to the State Bar. This Agreement shall terminate automatically if State Funding becomes unavailable. The State Bar will not assume any liability whatsoever to Recipient for any failure to pay the Funding Amount or any part thereof that results because funds are insufficient or unavailable.

- b) The State Bar may terminate for cause, without prejudice to State Bar's right to recover any Funding Amount previously paid, if Recipient fails to comply with the provisions of this Agreement. The termination shall be effective five (5) business days after the State Bar sends written notice of termination to Recipient pursuant to Section 22.
  - c) This Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.
7. This Agreement does not impose on the State Bar any obligation to provide Recipient funds in excess of the Funding Amount or beyond the end of the Funding Period.
  8. Recipient shall spend the Funding Amount for the purposes and in the manner set forth in S.B. 101 and S.B. 1338.
  9. Recipient will notify the State Bar within five (5) business days after any change in any material fact affecting Recipient's eligibility to receive funds
  10. Recipient will not make any misrepresentations or misstatements of fact in any communications or report to the State Bar. In the event Recipient later discovers that any statement made to the State Bar is no longer true, Recipient will notify the State Bar within five (5) business days after discovering that the statement is no longer true.
  11. Recipient will notify the State Bar within five (5) business days of Recipient's awareness of any of the following events: (1) a decision to change Recipient's name, merge or consolidate with another entity, cease operations, or cease the activities funded by the Funding Amount; (2) a decision to close or relocate any main or branch office; (3) significant management changes, including the departure of and/or hiring or appointment of the Chief Public Defender or equivalent position; (4) Recipient becomes insolvent or is in danger of becoming insolvent within three months; (5) a monetary judgment, settlement, sanction, penalty, or force majeure event that will substantially impact Recipient's delivery of legal services; (6) Recipient or any of Recipient's officials (e.g., officers and executive team members) or employees with control over finances or financial management responsibilities is investigated for or charged with fraud, misappropriation, embezzlement, theft, or any similar offense, or are suspended, disciplined, or delicensed by a bar or other professional licensing organization; or (7) Recipient is investigated or audited by any provider of funds to Recipient.
  12. The Act, S.B. 101, S.B. 104, S.B. 1338, Fee Schedule Act, Rules, and Directives set forth requirements concerning the use of Program funds and payment for subcontracts to provide legal services ("Subcontracted Services"). Recipient acknowledges its obligation to inform all providers of Subcontracted Services of the requirements of the Program and to obtain from all Subcontracted Services providers a written agreement to comply with all requirements of this Agreement as if that provider is the Recipient. Recipients shall take reasonable steps to monitor the compliance of any providers of Subcontracted Services with the requirements of the Program and this Agreement. Recipients shall immediately report to the State Bar any noncompliance by any providers of Subcontracted Services with the requirements of the Program and/or this Agreement. Recipient assigns to the State Bar all rights that Recipient has or shall acquire to inspect the premises and records of providers of Subcontracted Services to ensure compliance with Program; provided, however, that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of Section 15 above.

13. Recipient shall not represent or in any way suggest that it may obligate or pledge the credit of the State of California or of the State Bar.
14. Any notices to be given by either Party to the other must be in writing, and both emailed and delivered personally or by first-class, certified, registered, or overnight mail addressed to the Parties at the addresses stated below:

State Bar: The State Bar of California  
180 Howard Street  
San Francisco, CA 94105

Attention: Rocio Avalos, Program Director  
Office of Access & Inclusion  
rocio.avalos@calbar.ca.gov

Recipient: San Francisco Public Defender's Office  
555 7th Street  
San Francisco, CA 94103  
matt.gonzalez@sfgov.org

Attention: Matt Gonzalez  
Chief Attorney

Each Party may change the notice address appearing above by giving the other Party written notice in accordance with this Section. Such changes in address for purposes of giving notice will be effective two (2) weeks after giving notice of the change in address.

15. This Agreement, together with the Act, S.B. 101, S.B. 1338, Fee Schedule Act, Rules, Directives, and Attachment A contains and constitutes the entire agreement between the State Bar and Recipient regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. 101 and supersedes all prior negotiations, representations, or agreements regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. 101, either written or oral.
16. The Recipient shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State Bar. This Agreement shall be binding upon agents and successors of both Parties.
17. No amendment, alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the Parties.
18. This Agreement was made and entered into by the Parties in the State of California and shall be construed according to the laws of the State of California. Any action or suit brought to interpret, construe, or enforce the provisions of this Agreement shall be commenced in the Superior Court of the State of California, in and for the County of San Francisco.
19. Each Party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further

acknowledges that its Directors, Trustees, or similarly empowered persons have read this Agreement, understand it, and agree to be bound by it.

20. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent or waiver by one Party to a breach of this Agreement by the other Party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other, different, or subsequent breach. No amendment, consent, or waiver on behalf of the State Bar shall be binding upon the State Bar unless it is executed by the Executive Director of the State Bar or the Executive Director's designee.
21. Each provision of this Agreement shall be separately enforceable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
22. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either Party may maintain a copy of this Agreement in electronic form. The Parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile, or printed image) will in all respects be considered an original.

*[Signatures Follow]*



By executing this Agreement below, the Parties agree to its terms and conditions. This Agreement has been executed and delivered by the duly authorized representatives of State Bar and Recipient as of the date first written above.

**THE STATE BAR OF CALIFORNIA**

**RECIPIENT**

Date: September 27, 2023

Date: September 22, 2023

By: E-SIGNED by Steve Mazer  
on 2023-09-27 16:05:58 PDT

By: E-SIGNED by Matt Gonzalez  
on 2023-09-22 14:38:19 PDT

Steve Mazer

Matt Gonzalez

\_\_\_\_\_  
Name of State Bar Executive Office

\_\_\_\_\_  
Print Name of Authorized Representative

Chief Administrative Officer

\_\_\_\_\_  
Print Title of State Bar Executive Officer

\_\_\_\_\_  
Print Title of Authorized Representative

**FUNDS AGREEMENT**

**THE STATE BAR OF CALIFORNIA**

**OFFICE OF ACCESS & INCLUSION – CARE COURT FUNDS  
2023 – 2024**

This Funds Agreement ("Agreement") is made as of October 1, 2023, ("Effective Date") between The State Bar of California, a California public corporation, with a principal place of business at 180 Howard Street, San Francisco, CA 94105 ("State Bar"), and San Francisco Public Defender's Office, a county public defender office or equivalent entity funding public defender services on behalf of a county, with a principal place of business at 555 7th Street, San Francisco, CA 94103 ("Recipient"). This Agreement sets forth the terms and conditions for receiving the Funds. State Bar and Recipient are sometimes hereinafter referred to individually as a "Party," and together as the "Parties."

**RECITALS**

- A. Pursuant to California Business and Professions Code Section 6210-6228 ("Act"), and Title 3, Division 5, Chapter 2 of the Rules of the State Bar of California ("Rules"), a Legal Services Trust Fund Program ("Program") has been established in the State of California. The Office of Access & Inclusion administers the Program. The Program includes an Equal Access Fund ("Fund") that is funded pursuant to the annual California Budget Act and the Uniform Civil Fees and Standard Fee Schedule Act of 2005 ("Fee Schedule Act").
- B. In 2022, Senate Bill 1338 ("S.B. 1338") was enacted, creating the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987). In 2023, Senate Bill No. 101 ("S.B. 101") was enacted, allocating \$20,400,000 ("CARE Court Fund"), as amended in 2023 by Senate Bill No. 104 ("S.B. 104"), to be distributed by the Judicial Council of California through the State Bar via grant awards to qualified legal services projects and unawarded funds, if any, to public defenders to provide legal counsel pursuant to subdivision (c) of Section 5976 of the Welfare and Institutions Code for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans by October 1, 2023 ("CARE Court Legal Services"). The CARE Court Fund was to be distributed by the State Bar to qualified legal services projects who were found to be eligible through a competitive grant process. After which, the Legal Services Trust Fund Commission shall provide any funds not awarded to qualified legal services projects for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans in each county to that county's public defender office to provide those services.
- C. Recipient is a county public defender office—or, where a county has no public defender office, an equivalent entity designated by a county—that will provide representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans.
- D. NOW, THEREFORE, in consideration of covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

**AGREEMENTS**

1. Pursuant to S.B. 101, S.B. 104, S.B. 1338, the Act, Rules, and Fund, and in reliance upon the promises and representations made by Recipient, the State Bar provides to Recipient \$478,429 ("Funding Amount").
2. The funding period will commence on October 1, 2023 ("Start Date") and end on June 30, 2024 ("End Date," with the period from the Start Date to the End Date known as the "Funding Period"). Recipient may, however, report qualifying spending retroactive to August 1, 2023. Recipient must be available to be appointed to represent respondents in CARE Act proceedings in the City and County of San Francisco for the period of October 1, 2023, to June 30, 2024.
3. The Act, S.B. 101, S.B. 104, S.B. 1338, Fee Schedule Act, Rules, are incorporated into this Agreement as if set forth in their entirety in this Agreement. Recipient agrees to comply with the Act, S.B. 101, S.B. 1338, Fee Schedule Act, Rules, including reporting to the State Bar all expenditures, outcomes, and other data necessary pursuant to Welfare and Institutions Code sections 5984, 5985, and 5986. Recipient agrees to comply with all lawful statutes, rules, regulations, guidelines, policies, instructions, and similar directives pertaining to the Program and the Fund (collectively, "Directives") including without limitation, any Directive adopted after the Effective Date. Recipient further agrees to comply with all applicable state and federal civil rights and anti-discrimination laws, including but not limited to the Fair Employment and Housing Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
4. Recipient represents and warrants that its Chief Public Defender or similarly empowered staff have read and understand this Agreement, the Act, S.B. 101, S.B. 1338, and Rules. Recipient has familiarized appropriate staff with the requirements of this Agreement, the Act, S.B. 101, S.B. 1338, and the Rules.
5. Pursuant to Welfare and Institutions Code section 5981.5(b), the State Bar will retain control over the distribution of the Funding Amount to Recipient. It will pay the Funding Amount in one installment to be paid as soon as reasonably practicable after October 1, 2023. However, under no circumstances will the State Bar bear any liability to Recipient or to other persons or entities for delays in payments.
6. Termination.
  - a) Notwithstanding any other provision of this Agreement regarding the payment of the Funds, Recipient acknowledges that the Funding Amount and all payments thereof shall be made from funds received by the State Bar pursuant to S.B. 101 ("State Funding"), and are contingent upon the availability and sufficiency of such funds, as determined by the State Bar in its sole discretion. Consequently, Recipient shall not be guaranteed any specific dollar amount in funds, or any funds at all, if funds received pursuant to State Funding are insufficient or unavailable to the State Bar. This Agreement shall terminate automatically if State Funding becomes unavailable. The State Bar will not assume any liability whatsoever to Recipient for any failure to pay the Funding Amount or any part thereof that results because funds are insufficient or unavailable.

- b) The State Bar may terminate for cause, without prejudice to State Bar's right to recover any Funding Amount previously paid, if Recipient fails to comply with the provisions of this Agreement. The termination shall be effective five (5) business days after the State Bar sends written notice of termination to Recipient pursuant to Section 22.
  - c) This Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.
7. This Agreement does not impose on the State Bar any obligation to provide Recipient funds in excess of the Funding Amount or beyond the end of the Funding Period.
  8. Recipient shall spend the Funding Amount for the purposes and in the manner set forth in S.B. 101 and S.B. 1338.
  9. Recipient will notify the State Bar within five (5) business days after any change in any material fact affecting Recipient's eligibility to receive funds
  10. Recipient will not make any misrepresentations or misstatements of fact in any communications or report to the State Bar. In the event Recipient later discovers that any statement made to the State Bar is no longer true, Recipient will notify the State Bar within five (5) business days after discovering that the statement is no longer true.
  11. Recipient will notify the State Bar within five (5) business days of Recipient's awareness of any of the following events: (1) a decision to change Recipient's name, merge or consolidate with another entity, cease operations, or cease the activities funded by the Funding Amount; (2) a decision to close or relocate any main or branch office; (3) significant management changes, including the departure of and/or hiring or appointment of the Chief Public Defender or equivalent position; (4) Recipient becomes insolvent or is in danger of becoming insolvent within three months; (5) a monetary judgment, settlement, sanction, penalty, or force majeure event that will substantially impact Recipient's delivery of legal services; (6) Recipient or any of Recipient's officials (e.g., officers and executive team members) or employees with control over finances or financial management responsibilities is investigated for or charged with fraud, misappropriation, embezzlement, theft, or any similar offense, or are suspended, disciplined, or delicensed by a bar or other professional licensing organization; or (7) Recipient is investigated or audited by any provider of funds to Recipient.
  12. The Act, S.B. 101, S.B. 104, S.B. 1338, Fee Schedule Act, Rules, and Directives set forth requirements concerning the use of Program funds and payment for subcontracts to provide legal services ("Subcontracted Services"). Recipient acknowledges its obligation to inform all providers of Subcontracted Services of the requirements of the Program and to obtain from all Subcontracted Services providers a written agreement to comply with all requirements of this Agreement as if that provider is the Recipient. Recipients shall take reasonable steps to monitor the compliance of any providers of Subcontracted Services with the requirements of the Program and this Agreement. Recipients shall immediately report to the State Bar any noncompliance by any providers of Subcontracted Services with the requirements of the Program and/or this Agreement. Recipient assigns to the State Bar all rights that Recipient has or shall acquire to inspect the premises and records of providers of Subcontracted Services to ensure compliance with Program; provided, however, that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of Section 15 above.

13. Recipient shall not represent or in any way suggest that it may obligate or pledge the credit of the State of California or of the State Bar.
14. Any notices to be given by either Party to the other must be in writing, and both emailed and delivered personally or by first-class, certified, registered, or overnight mail addressed to the Parties at the addresses stated below:

State Bar: The State Bar of California  
180 Howard Street  
San Francisco, CA 94105

Attention: Rocio Avalos, Program Director  
Office of Access & Inclusion  
rocio.avalos@calbar.ca.gov

Recipient: San Francisco Public Defender's Office  
555 7th Street  
San Francisco, CA 94103  
matt.gonzalez@sfgov.org

Attention: Matt Gonzalez  
Chief Attorney

Each Party may change the notice address appearing above by giving the other Party written notice in accordance with this Section. Such changes in address for purposes of giving notice will be effective two (2) weeks after giving notice of the change in address.

15. This Agreement, together with the Act, S.B. 101, S.B. 1338, Fee Schedule Act, Rules, Directives, and Attachment A contains and constitutes the entire agreement between the State Bar and Recipient regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. 101 and supersedes all prior negotiations, representations, or agreements regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. 101, either written or oral.
16. The Recipient shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State Bar. This Agreement shall be binding upon agents and successors of both Parties.
17. No amendment, alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the Parties.
18. This Agreement was made and entered into by the Parties in the State of California and shall be construed according to the laws of the State of California. Any action or suit brought to interpret, construe, or enforce the provisions of this Agreement shall be commenced in the Superior Court of the State of California, in and for the County of San Francisco.
19. Each Party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further

acknowledges that its Directors, Trustees, or similarly empowered persons have read this Agreement, understand it, and agree to be bound by it.

20. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent or waiver by one Party to a breach of this Agreement by the other Party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other, different, or subsequent breach. No amendment, consent, or waiver on behalf of the State Bar shall be binding upon the State Bar unless it is executed by the Executive Director of the State Bar or the Executive Director's designee.
21. Each provision of this Agreement shall be separately enforceable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
22. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either Party may maintain a copy of this Agreement in electronic form. The Parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile, or printed image) will in all respects be considered an original.

*[Signatures Follow]*

By executing this Agreement below, the Parties agree to its terms and conditions. This Agreement has been executed and delivered by the duly authorized representatives of State Bar and Recipient as of the date first written above.

**THE STATE BAR OF CALIFORNIA**

**RECIPIENT**

Date: September 27, 2023

Date: September 22, 2023

By: E-SIGNED by Steve Mazer  
on 2023-09-27 16:05:58 PDT

By: E-SIGNED by Matt Gonzalez  
on 2023-09-22 14:38:19 PDT

Steve Mazer

Matt Gonzalez

\_\_\_\_\_  
Name of State Bar Executive Office

\_\_\_\_\_  
Print Name of Authorized Representative

Chief Administrative Officer

\_\_\_\_\_  
Print Title of State Bar Executive Officer

\_\_\_\_\_  
Print Title of Authorized Representative

Care Court Spending Plan

<Personnel Only>							
Project ID: 10040615	Award \$\$	Original Period	Job code	Title	FTE	Scope of work	Budget
The State Bar of California SB101+ SB1338	524,765.00	10/01/2023-06/30/2024 *Retroactive to 08/01/2023	8177	Attorney (Civil/Criminal)	1 / Not to exceed 2080 hours	Refer to Care Court Funding Plan Narrartive	303,513
			8173	Legal Assistant	1 / Not to exceed 2080 hours	Refer to Care Court Funding Plan Narrartive	137,535
						Rent	2,000
						Emergency Shelter (\$5K/client X 10)	50,000
						Participant Support such as transportation, meals, gift cards	31,717
<b>Total Budget</b>							<b>524,765</b>



**From:** [Kim, Jinkyung \(PDR\)](#)  
**To:** [Lacoste, Lyslynn \(PDR\)](#)  
**Cc:** [Li, Janica \(PDR\)](#)  
**Subject:** FW: CARE Court Update on Additional Funding  
**Date:** Friday, February 9, 2024 4:15:46 PM

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Hi Lyslynn

Here is the CARE Court additional funding email shows the allocation for each county. Thank!

**Jin (Jinkyung) Kim**

**Grants and Contracts Analyst**

City and County of San Francisco

Office of the Public Defender

555 7<sup>th</sup> Street, San Francisco, CA 94103

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**From:** Li, Janica (PDR) <[janica.li@sfgov.org](mailto:janica.li@sfgov.org)>  
**Sent:** Friday, October 13, 2023 5:44 PM  
**To:** Kim, Jinkyung (PDR) <[jinkyung.kim@sfgov.org](mailto:jinkyung.kim@sfgov.org)>  
**Subject:** FW: CARE Court Update on Additional Funding

FYI

**Janica Li | Finance Manager**

Office of the Public Defender | City & County of San Francisco

555 7<sup>th</sup> Street | San Francisco, CA 94103

Phone: (415) 553-1677 | Fax: (415) 553-9810 | Email: [janica.li@sfgov.org](mailto:janica.li@sfgov.org)



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**From:** McGary, Lauren <[Lauren.McGary@calbar.ca.gov](mailto:Lauren.McGary@calbar.ca.gov)>  
**Sent:** Friday, October 13, 2023 5:36 PM  
**Cc:** McConkey, Christopher <[Christopher.McConkey@calbar.ca.gov](mailto:Christopher.McConkey@calbar.ca.gov)>  
**Subject:** CARE Court Update on Additional Funding

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear 2023–2024 CARE Court Stakeholders,

We are reaching out to provide an update on the status of the disbursement of the \$1,020,000 of CARE Court funds initially allocated to support centers. As a reminder, the Budget Act of 2023, as amended on September 13, 2023, allocates \$1,020,000 for support centers and other entities to

provide legal training and technical assistance to implement the CARE Act. Any amount remaining from the \$1,020,000 for support centers and other entities must go to representation for respondents. Today, the Legal Services Trust Fund Commission approved an award of \$254,850 of the \$1,020,000 to the Office of the State Public Defender for legal training and technical assistance. The State Bar will now distribute the remaining \$765,150 via the existing allocation formula for public defenders. The additional funding amounts for each county's public defender office are included in the table below.

County	Additional amount for public defender offices
Glenn	\$0*
Los Angeles	\$383,192
Orange	\$107,712
Riverside	\$93,987
San Diego	\$118,339
San Francisco	\$46,336
Stanislaus	\$15,584
Tuolumne	\$0*
<b>Total</b>	<b>\$765,150</b>

\* The allocation formula provides a minimum of \$60,000 to represent respondents in each county. Glenn and Tuolumne Counties' amounts remain unchanged (at a total of \$60,000). That is because they would still be under the funding floor even after reallocating the \$765,150 above.

### **AGREEMENTS**

The State Bar released agreements today through eSignLive for electronic signature by your identified signatory. These additional CARE Court funds will not be disbursed without a fully executed agreement. Signatures are due by **Friday, October 20, 2023, at 5:00 p.m. (PDT)**.

### **CARE COURT FUNDS DISBURSEMENT**

As a reminder, the State Bar must receive the CARE Court funds before making payments. We aim to distribute funds by the end of this calendar year and are working to expedite this process.

### **SMARTSIMPLE REMINDER**

If you have not already done so, please email me to confirm the individual who will be your office's Primary User in SmartSimple.

We would also like to encourage you to check out the [CARE Act Resource Center](#), which provides resources for all CARE Act stakeholders.

If you have any questions, please contact me, Lauren McGary, Senior Program Analyst, at [lauren.mcgary@calbar.ca.gov](mailto:lauren.mcgary@calbar.ca.gov) and Chris McConkey, Program Supervisor, at [christopher.mcconkey@calbar.ca.gov](mailto:christopher.mcconkey@calbar.ca.gov).

Thank you,

Lauren McGary

Senior Program Analyst, Office of Access & Inclusion

[The State Bar of California](#) | 845 South Figueroa Street | Los Angeles, CA 90017

213-765-1314 | [lauren.mcgary@calbar.ca.gov](mailto:lauren.mcgary@calbar.ca.gov)

**OUR VALUES** | Clarity • Investing in Our People • Excellence • Respect • Growth Mindset

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***Working to protect the public in support of the mission of the State Bar of California.***

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**From:** [Klement, Tal \(PDR\)](#)  
**To:** [Lacoste, Lyslynn \(PDR\)](#); [Lee, Patricia \(PDR\)](#); [Evangelista, Roberto \(PDR\)](#)  
**Subject:** Fwd: Important Updates on CARE Court  
**Date:** Friday, August 11, 2023 6:10:21 PM

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Begin forwarded message:

**From:** "McGary, Lauren" <Lauren.McGary@calbar.ca.gov>  
**Date:** August 11, 2023 at 5:38:41 PM PDT  
**Cc:** "McConkey, Christopher" <Christopher.McConkey@calbar.ca.gov>  
**Subject:** Important Updates on CARE Court

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear 2023–2024 CARE Court Stakeholders,

The State Bar of California is reaching out to provide important updates on the status of the funding to represent CARE Court respondents in fiscal year 2023–2024. Please read this email in its entirety as it includes important next steps for both qualified legal services projects (QLSPs) and county public defender offices.

### Funding Allocation

Yesterday, the Legal Services Trust Fund Commission (LSTFC) approved grants to two QLSPs to represent respondents in San Francisco County. In addition to these two QLSPs, eight public defender offices will receive funding: Glenn, Los Angeles, Orange, Riverside, San Diego, San Francisco, Stanislaus, and Tuolumne. The tables below detail the tentative funding allocation for each organization and county.

### Tentative Funding for QLSPs and Public Defenders to Represent Respondents

County	Allocation*	Amount to QLSPs	Amount to public defenders
Glenn	\$60,000	\$0	\$60,000
Los Angeles	\$10,158,089	\$0	\$10,158,089
Orange	\$2,852,842	\$0	\$2,852,842
Riverside	\$2,490,970	\$0	\$2,490,970
San Diego	\$3,135,413	\$0	\$3,135,413
San Francisco	\$1,230,524	\$752,095**	\$478,429
Stanislaus	\$412,162	\$0	\$412,162

Tuolumne	\$60,000	\$0	\$60,000
<b>Total</b>	<b>\$20,400,000</b>	<b>\$752,095</b>	<b>\$19,647,905</b>

\* The [Budget Act of 2023](#) provides at least \$20,400,000 for QLSPs and public defenders to represent respondents in 2023–2024. It also allocates up to \$1,020,000 for qualified support centers to provide legal training and technical assistance to implement the CARE Act. No support centers applied for funding in 2023–2024. Some amounts for public defenders might increase if some or all of the \$1,020,000 for support centers is distributed among the participating counties. The amount of these funds to distribute (if any) is pending during the Legislature’s process to amend this year’s budget.

**\*\*QLSP Funding Table**

Organization	Amount
Legal Assistance to the Elderly	\$381,694
Justice & Diversity Center of the Bar Association of San Francisco	\$370,401
<b>Total</b>	<b>\$752,095</b>

**Funding Distribution**

Before funding can be distributed to each recipient, the State Bar must obtain funds through the Judicial Council of California. While we are working with the Judicial Council to expedite this process, we aim to distribute funds by the end of this calendar year. However, all funding recipients will be required to sign an agreement with the State Bar and begin providing services in CARE Court proceedings by October 1, 2023, (by December 1, 2023, for Los Angeles County). If the timing of the distribution of funds poses a challenge for your office, please let us know so that we may share this information with the other agencies involved in the funding distribution process.

**Reporting Requirements**

Pursuant to the Budget Act of 2023, CARE Court funding recipients must track and report their expenditures, outcomes, and other data. The LSTFC CARE Court Grants Committee will meet to finalize reporting requirements in late August. We will send an email with the final reporting requirements shortly after this committee meeting.

**(For County Public Defender Offices) Contact Information Request**

Please provide contact information for the individual(s) in your office authorized to sign an agreement prior to receiving payments from the State Bar. Please also identify the individual(s) responsible for the overall administration of these funds, including the reporting requirements. We request that you reply to this email with the names, roles/titles, phone numbers, and email addresses of these individuals and any others who should receive communications from us. You may further identify them as primary or secondary contacts, and we will direct future communications to them accordingly.

**What’s Next?**

As we prepare for CARE Court appointments to begin on/after October 1, 2023, (December 1, 2023, for Los Angeles County), we will schedule the following activities in

the coming weeks:

- Distribution of agreements for QLSPs and public defenders to receive funds;
- Distribution of the finalized reporting requirements;
- Introductory webinars to explain the reporting requirements and to answer questions;
- Onboarding to the State Bar's portal for reporting; and
- Optional one-on-one appointments with State Bar staff to answer questions.

Please keep an eye out for emails with more detailed information from us.

Lastly, if you have any questions, please do not hesitate to reach out. You may contact Christopher McConkey, Program Supervisor, at [christopher.mcconkey@calbar.ca.gov](mailto:christopher.mcconkey@calbar.ca.gov), and me, Lauren McGary, Senior Program Analyst, at [lauren.mcgary@calbar.ca.gov](mailto:lauren.mcgary@calbar.ca.gov), with your inquiries.

We look forward to working with you!

Sincerely,

Lauren McGary  
Senior Program Analyst, Office of Access & Inclusion  
[The State Bar of California](#) | 845 South Figueroa Street | Los Angeles, CA 90017  
213-765-1314 | [lauren.mcgary@calbar.ca.gov](mailto:lauren.mcgary@calbar.ca.gov)

***Working to protect the public in support of the mission of the State Bar of California.***

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**The San Francisco Public Defender's Office is steadfastly committed to its mission of fiercely defending its indigent clients at the highest level, confronting state-sponsored violence, and advocating for community power.** To that end, the Office provides zealous, compassionate, and family-centered legal representation to indigent adults and youth charged with crimes, who are disproportionately Black, Indigenous, and People of Color (BIPOC). In addition to defending individual clients and meeting its constitutional mandate, the Office continues to be uniquely positioned to partner with the communities it serves to advocate for systemic changes that benefit the City's most disenfranchised and disempowered while removing barriers and connecting its clients to critical life-affirming resources and opportunities to lower recidivism.

### **Protecting and Advocating for the Most Vulnerable Through Specialized Expertise Funding Plan to Ensure CARE Court Legal Representation (\$524,765 FY23-24)**

The Community Assistance, Recovery, and Empowerment (CARE) Act- effective January 1, 2023- authorizes family members, housemates, first responders, as well as behavioral health workers, to petition a civil court to create a voluntary CARE agreement or a court-ordered CARE plan that can include treatment, housing support, and other services for people with untreated schizophrenia or other psychotic disorders. San Francisco is one of 7 counties (Glenn, Orange, Riverside, San Diego, San Francisco, Stanislaus, Tuolumne) that must implement the CARE Act by October 1, 2023. **The San Francisco Public Defender Office has been awarded \$524,765 by the State Bar of California to currently spend within this fiscal year 2023-2024.**

The Public Defender's Mental Health Unit (MHU) is uniquely situated to represent CARE court participants. This proposal is to spend the State Bar funding allocation on adequate staffing - **1 Attorney and 1 Paralegal** --- our office can leverage the decades of knowledge and experience representing thousands of clients in existing civil commitment proceedings and implementing similar court-ordered treatment programs (Assisted Outpatient Treatment (AOT), Housing Conservatorships, community-based conservatorship programs). The MHU attorney and paralegal works within the existing infrastructure of the unit, which currently consists of 3 attorneys, 1 paralegal, 1 investigator, and 1 clerk, to provide representation to CARE court participants.

Significantly, the CARE Act legislation authorizes petitions for individuals who are already represented by the Public Defender's Office in other proceedings: direct referrals for those found incompetent to stand trial on misdemeanor cases (Penal Code 1370.1) and petitions for individuals who have been involuntarily hospitalized for 14-days (Welfare and Institutions Code 5250) within the last sixty days. In addition, given the goal of the legislation to prevent future incarceration or institutionalization, the Public Defender's office will have contact with many potential CARE Court participants in other settings.

Specifically, the MHU attorney will:

- 1) Leverage existing working relationships with the court, City Attorney's Office, Department of Public Health, and community providers in order to continue to refine the policies and procedures for CARE Court implementation. The Public Defender's MHU trains attorneys to effectively communicate with clients with severe mental illness to represent their interests collaborate with community partners, when possible, to identify necessary services in the least restrictive setting; and effectively litigate in court when necessary.

- 2) The MHU attorney has experience outreaching and engaging with potential CARE court participants in the community. The attorney is also able to interact with potential participants who are involved in the criminal legal system.
- 3) The MHU attorney will collaborate with the City Attorney to draft acceptable voluntary treatment plans.
- 4) The MHU attorney will also represent CARE court participants in Clinical Evaluation hearings. When the court orders treatment, the MHU attorney maintains contact with participants and advisers in the community, and provide efficient representation for the mandated periodic progress reports. Attorney-client contact can be in place for one to two years if the client's Care plan is renewed.

Specifically, the MHU paralegal will:

- 1) Assist with the development of potential voluntary CARE agreements.
- 2) Assist with preparations for Clinical Evaluation hearings by contacting providers for relevant records and assessing existing community-based support.
- 3) Assist with outreach and engagement of the client in the community, hospital, or other settings.
- 4) Scan all related records, prepare the case files with progress reports before each court dates, and input data into the CARE Court database.

In addition to staffing costs, the CARE grant will be utilized for authorized acute-needs vouchers, such as emergency temporary shelter, meals, transportation, and personal hygiene costs for participants. CARE court participants are often houseless and in challenging personal circumstances. While conducting outreach with the client in the community, there are often immediate, acute needs that the team needs to address. Addressing these immediate needs is not only often necessary for the client but it also builds trust and buy-in for the Public Defender's Office and the CARE process.

Lastly, CARE grant funds will also be budgeted for psychiatric and social worker experts on an as-needed basis. The important due process protections contained in the statutory scheme include hearings in which expert testimony may be necessary on the issue of diagnosis, medication, and other aspects of the proposed CARE treatment plan. The Public Defender's Office has significant experience working with a range of psychologists, social workers, and psychiatrists, when necessary, independently evaluate clients' issues, draft comprehensive clinical reports, and provide relevant expert testimony at hearings.

The State of California estimates up to 12,000 Californians are likely to meet CARE Court criteria statewide. **Locally, the State Bar estimates approximately 150 petitions could be filed in San Francisco.** We have the necessary experience, competencies, and infrastructure to efficiently handle the number of CARE Court petitions that are estimated to be filed annually.



**TO:** Angela Calvillo, Clerk of the Board of Supervisors

**FROM:** Janica Li

**DATE:** January 2, 2024

**SUBJECT:** Accept and Expend Resolution for Subject Grant

**GRANT TITLE:** PDR CARE Court

---

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

Proposed grant resolution; original\* signed by Department, Mayor, Controller

Grant information form, including disability checklist

Grant budget

Grant application

Grant award letter from funding agency

Ethics Form 126 (if applicable)

Contracts, Leases/Agreements (if applicable)

Other (Explain):

**Special Timeline Requirements:**

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

Name: Janica Li

Phone: (415) 553-1677

Interoffice Mail Address: 555 7<sup>th</sup> Street, San Francisco, CA 94103

Certified copy required Yes

No

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

## Introduction Form

*(by a Member of the Board of Supervisors or the Mayor)*



I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- 2. Request for next printed agenda (For Adoption Without Committee Reference)  
*(Routine, non-controversial and/or commendatory matters only)*
- 3. Request for Hearing on a subject matter at Committee
- 4. Request for Letter beginning with "Supervisor  inquires..."
- 5. City Attorney Request
- 6. Call File No.  from Committee.
- 7. Budget and Legislative Analyst Request (attached written Motion)
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the Board on

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- Small Business Commission       Youth Commission       Ethics Commission
- Planning Commission       Building Inspection Commission       Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- Yes                       No

*(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)*

Sponsor(s):

Subject:

Long Title or text listed:

Signature of Sponsoring Supervisor:

