

**CITY AND COUNTY OF SAN FRANCISCO
ADULT PROBATION DEPARTMENT**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

The Regents of the University of California, on behalf of its San Francisco Campus

THIS GRANT AGREEMENT (this "Agreement") is made this **NOVEMBER 1, 2017**, in the City and County of San Francisco, State of 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 the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a **RFP# APD 2017-03 COMMUNITY ASSESSMENT AND SERVICES CENTER** grant for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

Operations and management of Adult Probation Department's Community Assessment and Services Center; and

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

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Agency**" shall mean **ADULT PROBATION DEPARTMENT.**

(c) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) “**Budget**” shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

(e) “**Charter**” shall mean the Charter of City.

(f) “**Controller**” shall mean the Controller of City.

(g) “**Eligible Expenses**” shall have the meaning set forth in Appendix B.

(h) “**Event of Default**” shall have the meaning set forth in Section 11.1.

(i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

(k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).

(l) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(m) “**Grant Plan**” shall have the meaning set forth in Appendix A.

or

shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.

(n) “**HRC**” shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean “**CMD**” or the Contract Monitoring Division of the City.

(o) “**Indemnified Parties**” shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) “**Publication**” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other

communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

(r) “Contractor” shall mean “Grantee” as certain City Contracting requirements also apply to Grants of the City of San Francisco.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not

authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

3.2 Duration of Term. 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.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors, or other similar governing body. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

4.4 Publications and Work Product.

(a) Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, City shall promptly notify Grantee and Grantee shall take actions to cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

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

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix B and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix B. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If Grantee and Agency are unable to resolve disputed costs, the parties will meet and discuss in good faith the disputed costs and also the release of that portion of the Grant Funds which are not under dispute as Eligible Expenses.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each MONTH.

5.4 State or Federal Funds

(a) **Disallowance.** If Grantee claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Grantee shall promptly refund the disallowed amount to City upon City's request. In the event that Grantee does not refund the disallowed amount within sixty (60) calendar days, City may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible. If the reports requested by the Agency are burdensome, the parties shall agree on the amount of additional payment that shall be made by the Agency to Grantee and modify the Agreement accordingly.

6.2 Organizational Documents. Left blank by agreement of the parties.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.5 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.6 Submitting False Claims; Monetary Penalties. Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.7 Ownership of Results. Any interest of Grantee or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Grantee or its subcontractors specifically under the direction and control of City and identified in **Appendix A, Appendix B and any attachments to Appendix A and B**, to this Agreement shall become the property of City and will be transmitted to City upon request. City hereby gives Grantee a non-exclusive, royalty-free, worldwide license to use such materials for scholarly or academic purposes when City owns the results, provided that any material identifying individuals is not transferred, revealed, or used for other than research or statistical activities and reports or publications derived therefrom do not identify specific individuals. (See Cal. Penal Code § 13202.) Grantee gives City a non-exclusive, royalty-free, worldwide license to use such materials for scholarly or academic purposes when Grantee owns the results. However, Grantee may retain and use copies for reference and as documentation of its experience and capabilities, provided that identifiable data is purged at the termination of the agreement.

6.8 Works for Hire. If, in connection with Services performed specifically under the exclusive direction and control of the City under this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. The City hereby gives Grantee a non-exclusive, royalty-free worldwide license to use such material for scholarly or academic purposes provided that any reports or publications derived therefrom do not identify specific individuals. Except as provided herein, Grantee may not sell, or otherwise transfer its license to any third party for any reason whatsoever. In all other instances, Grantee shall retain ownership and shall give the City a non-exclusive, royalty-free worldwide license to use such material for scholarly, academic or public purposes.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Earned Income Credit (EIC) Forms. Reserved.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

8.5 Reserved.

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

**ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY**

9.1 Indemnification.

a. Grantee shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, agents or employees.

b. City shall defend, indemnify, and hold Grantee, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

9.2 Duty to Defend; Notice of Loss.

(a) Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

(b) The City acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to the City by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give the City prompt notice of any Loss under Section 9.1 and the City shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of the City if representation of such Indemnified Party by the counsel retained by the City would be inappropriate due to conflicts of interest between such Indemnified Party and the City. An Indemnified Party's failure to notify the City

promptly of any Loss shall not relieve the City of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs the City's ability to defend such Loss. The City shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if the City contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Left Blank by Agreement of the Parties.

9.4 LIMITATION ON LIABILITY OF CITY. Left Blank by Agreement of the Parties.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. The Grantee and the City agree that the each party will main in force, throughout the term of this Agreement, self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, self-insurance.

10.2 Additional Requirements for General and Automobile Coverage. Left Blank by Agreement of the Parties.

10.3 Additional Requirements for All Policies. Left Blank by Agreement of the Parties.

10.4 Required Post-Expiration Coverage. Left Blank by Agreement of the Parties.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Left Blank by Agreement of the Parties.

10.6 Evidence of Insurance. Left Blank by Agreement of the Parties.

10.7 Effect of Approval. Left Blank by Agreement of the Parties.

10.8 Insurance for Subcontractors and Evidence of this Insurance. Left Blank by Agreement of the Parties.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default.

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

(1) Either party fails or refuses to perform or observe any material term, covenant, or condition contained in any of the following Sections of this Agreement: 6.6, 7, 10, 12.1, 13, 16.5, 16.13, 16.14, 16.19, and 17.14.

(2) Either party fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, and such default continues for a period of ten days without cure after written notice thereof from the nonbreaching party to the breaching party. However, the parties may agree in writing to extend the cure period.

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

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

b. On and after any Event of Default, the nonbreaching party shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement.

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

11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination for Convenience.** Either party may terminate this Agreement by giving sixty (60) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Grantee agrees to file with the City all outstanding claims, cost reports and program reports within ninety (90) calendar days of such termination. Grantee shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.

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

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Grantee's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

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

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Grantee and in which City has or may acquire an interest.

c. Within 90 days after the specified termination date, Grantee shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Grantee, without profit, for all services and other work City directed Grantee to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead not to exceed the negotiated indirect rate as set forth in **Appendix B**. Any overhead allowance shall be separately itemized. Grantee may also recover the reasonable cost of preparing the invoice.

(2) The reasonable cost to Grantee of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

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

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

e. In arriving at the amount due to Grantee under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Grantee's final invoice; and (2) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).

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

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement.

11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City and/or Grantee at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City.

a. Each Party understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, one party may have access to private or confidential information which may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may violate, local, state or federal law and may be damaging to Providing Party. Each party agrees that all information disclosed and marked as "Confidential" by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential data. City acknowledges that, as a public non-profit educational institution, Grantee is subject to statutes requiring disclosure of information and records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.

b. Grantee shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Grantee agrees that all private or confidential information concerning clients receiving the Services set forth in **Appendix A** under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Grantee violates the terms of this section.

c. Grantee agrees that it has the duty and responsibility to make available to the Contract Administrator or his/her designee, including the Controller, the contents of records pertaining to any City client which are maintained in connection with the performance of the Grantee's duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. If this Agreement is terminated by either party, or expires, the Grantee shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Grantee is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires,

such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Grantee does not waive its rights under CA Evidence Code §1157, *et seq.* or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Grantee, its patients, students, faculty, employees, and agents.

e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Grantee under this Agreement shall not be divulged by Grantee to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Adult Probation Department Contract Administrator listed in **Appendix A**. At the termination of the agreement, Grantee will purge all identifiable data to the extent permitted by law.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Reserved.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Agency or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

**ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS**

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City: ADULT PROBATION DEPARTMENT
880 Bryant Street
San Francisco, CA 94103
ATTN: STEVE ADAMI
Phone No. 415-241-4254

If to Grantee: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
982 Mission Street, Box 1385
San Francisco, CA 94103
ATTN: CONNIE REVORE
Phone No. 415-597-8047

WITH COPY TO:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
GOVERNMENT & BUSINESS CONTRACTS
ATTN: JOTI MAHAL-GILL
3333 California Street, Suite 315
San Francisco, CA 94118

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 LOCAL BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES

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

(b) **Subcontracting Goals.** The LBE subcontracting participation goal for the construction and construction related services under this contract is 4.13%.

16.2 Nondiscrimination; Penalties. Waived.

16.3 MacBride Principles--Northern Ireland. Reserved.

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

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Reserved.

16.7 Compliance with ADA. Reserved.

16.8 Requiring Minimum Compensation for Employees for Covered Employees. Exempt.
Grantee is exempt from this clause in consideration of Grantee's status as an agency of the State of California.

16.9 Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Grantee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that 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 20 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Grantee further agrees to provide to City the names of each person, entity or committee described above.

16.10 First Source Hiring Program. Reserved.

16.11 Prohibition on Political Activity with City Funds. Reserved.

16.12 Preservative-treated Wood Containing Arsenic. Reserved.

16.13 Supervision of Minors. Reserved.

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. Reserved.

16.16 Consideration of Criminal History in Hiring and Employment Decisions. Reserved.

16.17 Food Service Waste Reduction Requirements. Reserved.

16.18 Sugar-Sweetened Beverage Prohibition. Grantee agrees that it will 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.

16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification.

a. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement, except that changes in the scope of service that do not increase the level of total compensation shall be subject to the provisions of the Adult Probation Department Policy / Procedure Regarding Contract Budget Changes in effect at commencement of the term of this Agreement, a copy of which has been provided to Grantee. In the event that City desires to amend the Policy/Procedures Regarding Contract Budget Changes, it will provide Grantee with at least thirty (30) days written notice of the proposed changes and provide Grantee with the opportunity to ask questions, raise concerns or recommend alternative revisions. City shall, in good faith, consider Grantee's questions, concerns and recommendations in finalizing any changes to the Policy/Procedure Regarding Budget Changes; however, the final approval of such changes shall be solely in City's discretion.

b. City may from time to time request changes in the scope of the services of this Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Grantee's compensation, which are mutually agreed upon by and between the City and Grantee, shall be effective only upon execution of a duly authorized amendment to this Agreement. Grantee shall cooperate with the City to submit to the Director of CMD any amendment, modification, supplement, or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent 20% (CMD Contract Modification Form).

17.3 Administrative Remedy for Agreement Interpretation.

a. Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Grantee shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a

mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement, including all Appendices expressly incorporated herein, sets forth the entire understanding between the parties, and supersedes all other oral or written provisions as it pertains to the subject matter herein. This contract may be modified only as provided in Section 17.2

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.4	Books and Records.	Article 12	Disclosure of Information and Documents
Section 6.5	Inspection and Audit.		
Section 6.6	Submitting False Claims; Monetary Penalties	Section 13.4	Grantee Retains Responsibility.
Section 6.7	Ownership of Results.	Section 14.3	Consequences of Recharacterization.
Article 7	Taxes		
Article 9	Indemnification and General Liability	This Article 17	Miscellaneous
Section 10.4	Required Post-Expiration Coverage.		

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure, Reserved.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 Protected Health Information. Grantee, all subcontractors, all agents and employees of Grantee and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Grantee by City in the performance of this Agreement. Grantee agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Grantee or its subcontractors or agents by City, Grantee shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the negligent acts or omissions of Grantee. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY

GRANTEE:

ADULT PROBATION DEPARTMENT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO CAMPUS GOVERNMENT & BUSINESS CONTRACTS

By: 

Karen L. Fletcher

Chief Adult Probation Officer

By:  1/16/18

Print Name: Navjot Mahal-Gill

Title: Contract Specialist

Federal Tax ID #: 94-6036493

Supplier ID: 0000009023

Approved as to Form:

Dennis J. Herrera

City Attorney

By: 

Jana Clark

Deputy City Attorney

**Appendix A -
Services to be provided by Grantee**

1.0 PROGRAM DEFINITIONS

Program: UCSF/Citywide Case Management and CASC Programming.
ANSA: Adult Needs and Strength Assessment. The Adult Needs and Strengths Assessment (ANSA) is a multi-purpose tool developed for adult's behavioral health services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services
CASC: Community Assessment and Services Center, a Reentry Service of SFAPD.
Case Management: The total provision of services to a client/consumer that addresses the needs of the client to function at his or her best level in the community, often arranging for appropriate services and support.
Case Manager: A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the client/consumer and family are met.
CBT: Cognitive Behavioral Therapy.
City: City and County of San Francisco; for this Program, will consist of the Adult Probation Department (SFAPD).
City's Program Manager: Steve Adami.
Client: Individuals referred by the SFAPD and under SFAPD supervision or meets the definition of justice involved.
COMPAS: Correctional Offender Management Profiling for Alternative Sanctions is a validated risk and needs assessment instrument which calculates a client's criminogenic risks and needs and informs the development of a client's individualized treatment and rehabilitation plan (ITRP).
CORI: Criminal Offender Record Information
DPO: Deputy Probation Officer of the San Francisco Adult Probation Department.
FACT: Forensic Assertive Community Treatment.
Grantee: Regents of the University of California
Grantee's Program Manager: Kathleen Connolly Lacey.
ITRP: Individualized Treatment and Reentry Plan.

Justice Involved: San Francisco residents who are at least 18 years of age, currently under local SFAPD probation services, state parole, federal probation, participating in San Francisco collaborative courts, released from jail or prison (San Francisco and otherwise), or released from other county, state or federal facilities, who have active cases in San Francisco or other counties, San Francisco residents who have a criminal history.

Medication Support: Services which include the brokering, prescribing, administering, dispensing and monitoring of psychiatric medications which are necessary to alleviate the symptoms of mental illness and substance dependency. Medication support may include evaluation of the need for medication, evaluation of its clinical effectiveness and side effects, obtaining informed consent, medication education, and plan development related to the delivery of the service and/or assessment of the Client/Patient.

Reentry Pod: The Reentry Pod is located within the San Francisco County Jails, specifically at County Jail 2. The Reentry Pod leads into and enhances SFAPD's reentry services in the community.

2.0 INTRODUCTION

The Grantee will manage and operate the Community Assessment and Services Center (CASC) facility, and oversee the delivery of center and off-site reentry support services for Clients of the San Francisco Adult Probation Department and other justice involved San Francisco residents.

3.0 ROLES AND RESPONSIBILITIES

3.1 City's Program Manager Roles and Responsibilities

The City's Program Manager will:

- Coordinate with Grantee's Program Manager and Grantee's Team to monitor Grantee's progress on all work and obligations described in this Agreement, and promptly communicate identified opportunities for improvements;
- Review and approve monthly cost reimbursement requests;
- Monitor all deliverables, milestones, processes, and documents associated with the Program to ensure they are approved by both the City and Grantee and kept under document version control, as applicable; and
- Regularly review and update Program documentation to reflect and report on the most current Program status.

The City's tasks of overseeing, coordinating and ensuring compliance are for the City's benefit alone in the role of reviewing compliance, and do not relieve the Grantee of its responsibility to ensure full compliance with its obligations. It remains the Grantee's sole responsibility to ensure it is in compliance with all terms of the Agreement.

3.2 Grantee's Program Manager Roles, Responsibilities, and Main Tasks

The Grantee's Program Manager will:

- Manage the Grantee's Team to ensure that it completes all work and obligations described in this Agreement including staffing, timeline, budget, capacity, and budget considerations, and promptly responds to any identified performance improvement opportunities communicated by the City's Program Manager;
- Have the knowledge, skills and authority necessary to ensure the Program is on schedule, budget, and scope;

- Be responsible for meeting Grantee's obligations under the Agreement;
- Participate and ensure Grantee's Team participation in operations and programmatic audits conducted by City's Program Manager;
- Track all Program deliverables, milestones, processes, and documents;
- Provide regular updated Program documentation to reflect and report on the most current Program status;
- Keep the City's Program Manager regularly updated through regular review and reporting of any discrepancies, to reflect the most current status of the Program;
- Ensure that all Program activities assigned to Grantee's resources are started and completed on schedule and any issues that may cause schedule slippage are promptly identified, the City's Program Manager notified immediately, and that the issues are quickly and properly dealt with;
- Coordinate Program data collection;
- Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Client demographic information and information that demonstrates progress towards agreed upon Program performance measures described herein in Sections 6.4;
- Ensure timely submission of monthly cost reimbursement requests;
- Ensure SFAPD Client data tracking document is submitted on the 1st and 15th of each month; and
- Provide APD with a phone and email list of all Program staff and updated versions on an ongoing basis.

3.3 Program Management and Communication

The Grantee's Program management and communications shall include, but are not limited to the following:

- Scheduling and coordination of conference calls/meetings with the City's Program Manager at a minimum of once per month, or as deemed necessary by SFAPD. As part of these communications, the Grantee's Program Manager shall report on the Program tasks and deliverables for review, input, decision-making, and approval by the City's Program Manager;
- Written Program progress reports and updates to the City's Program Manager upon request throughout the term of the Agreement and in accordance with this Agreement;
- Discussions on Client's status: Contact SFAPD prior to asking a Client to temporarily leave the Program, unless there is an extreme circumstance in which a Client is of immediate threat of harm to others. If an extreme circumstance occurs, the Grantee shall contact the City's Program Manager as soon as reasonably possible to discuss the circumstances;
- Regular phone/email/written communication with DPOs, service providers, and Clients, as needed, to ensure that Clients' needs are being addressed and that Clients are following their Treatment Plan;
- Provide DPO's with monthly progress notes on their Client's progress and challenges;
- Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners; and
- Responses to any written, electronic or telephonic communication from SFAPD within 2 business days.

3.4 Hiring and Staffing Changes

The Grantee shall establish and maintain the experienced staff necessary to fill the key administrative positions for this Program. Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age.

The composition of the Program staff should be designed to be representative of cultural backgrounds of the Clients. When regular staff members are absent, Grantee shall guarantee coverage by current personnel, capable of performing assigned tasks as evidenced by job description and on-the-job-performance.

The Grantee shall include the below language in job descriptions, and ensure it and its Subcontractors use the guidelines described below when recruiting and hiring staff who will work with justice involved individuals:

- “Qualified applicants with arrest and/or conviction records will be considered for employment in a manner consistent with Federal, state and local laws, including but not limited to the San Francisco Fair Chance Ordinance. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, protected veteran status, or disability status.”

All candidates must demonstrate that they have developed or are able to develop working relationships with other community-based organization providing rehabilitative treatment and other supportive services. When posting job descriptions for open positions, the staff job description will be aligned with any minimum qualifications or requirements detailed in the RFP.

- **CASC Program Director Qualification:**
 - CASC Program Director must be a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or someone who has earned an equivalent or higher degree in psychology, or counseling and is also licensed, and who has a minimum of three years of experience working with an adult forensic population. Grantee, at a minimum, should include the following responsibilities in this position’s job duties: oversee a system for properly vetting all case management referrals sent to the CASC, primary coordination of the clinical and non-clinical case management services at the CASC, routine professional development and coaching of all case management staff, coordinate directly with SFAPD on overall CASC operations, ensure that the case management approach is strength based, goal-driven, culturally informed, trauma informed, gender responsive, trans responsive, and family focused. Other responsibilities include conducting and/or overseeing risk and needs and secondary assessments, review, sign off and monitoring of reentry plans, provision of family focused services, and overseeing linkages to mental health, and trauma treatment.
- **CASC Clinical/Intensive Case Manager Qualifications:**
 - Clinical/Intensive Case Managers should be at a minimum a Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT), and have experience working with an adult forensic population.
- **Reentry Case Manager Qualifications:**
 - Reentry Case Managers will meet the Minimum Qualifications of a Bachelors level professional, and will possess at least three years of working experience with an adult criminal justice system involved population in a residential, recovery or community setting. Individuals who have earned a Community Health Outreach Worker certificate, a CAADE certificate (CA Alcohol and Drug Education certificate) or other related human services certification may also be considered with a minimum qualification of having five years of working with an adult criminal justice system involved population in a residential, recovery or community setting.

4.0 PROGRAM APPROACH

4.1 General Service Approach

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantee shall deliver all services from this framework. Specifically, the Grantee shall integrate the National Institute of Corrections’ eight evidence-based principles for effective intervention within community corrections into all facets of its community corrections work and it requires Grantee to adhere to these principles in the delivery of the services described in this Agreement.

The eight principles are:

1. **Assess Actuarial Risk/Needs:** Assessing offenders' risk and needs (focusing on dynamic and static risk factors and criminogenic needs) at the individual and aggregate levels is essential for implementing the principles of best practice.
2. **Enhance Intrinsic Motivation:** Research strongly suggests that "motivational interviewing" techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.
3. **Target Interventions:**
 - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
 - b. **Need Principle:** Target interventions to criminogenic needs.
 - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
 - d. **Dosage:** Structure 40% to 70% of high-risk offenders' time for 3 to 9 months.
 - e. **Treatment Principle:** Integrate treatment into full sentence/sanctions requirements.
4. **Skill Train with Directed Practice:** Provide evidence-based programming that emphasizes cognitive-behavior strategies and is delivered by well-trained staff.
5. **Increase Positive Reinforcement:** Apply four positive reinforcements for every one negative reinforcement for optimal behavior change results.
6. **Engage Ongoing Support in Natural Communities:** Realign and actively engage pro-social support for offenders in their communities for positive reinforcement of desired new behaviors.
7. **Measure Relevant Processes/Practices:** An accurate and detailed documentation of case information and staff performance, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice.
8. **Provide Measurement Feedback:** Providing feedback builds accountability and maintains integrity, ultimately improving outcomes.

In the delivery of the services described in this Agreement Grantee shall:

- Formally integrate Principles 3c, 4, 6, 7, and 8 into the Program;
- Ensure that all staff assigned to the Program address Clients with respect and dignity, are knowledgeable of conflict management and de-escalation techniques commonly used amongst criminal justice and human services professionals, and make reasonable attempts to mitigate any housing or personality differences that may arise; and
- Communicate to Clients information regarding grievance policies and how to formally file a grievance.

Additionally, Grantee shall ensure that every aspect of service delivery is informed and guided by the six principles for gender-responsive programming, as developed for the National Institute of Corrections by Barbara Bloom, PhD, Stephanie Covington, PhD, and Barbara Owen, PhD. These guiding principles are:

1. **Gender:** Acknowledge that gender makes a difference.
2. **Environment:** Create an environment based on safety, respect, and dignity.
3. **Relationships:** Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. **Services and Supervision:** Address substance abuse, trauma, and mental health issues through comprehensive, integrated, culturally relevant services, and appropriate supervision.
5. **Socioeconomic Status:** Provide women with opportunities to improve their socioeconomic conditions.
6. **Community:** Establish a system of community supervision and re-entry with comprehensive, collaborative services.

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

The CASC services will incorporate and include:

- Gender Responsive Strategies
- Strength Based, Trauma Informed and Family Focused Strategies
- Criminogenic Needs and Community Functioning Factors
- Collaborative and Coordinated Case Conferencing
- Review of COMPAS Assessment and creation of Reentry Services Plan
- Administration of Secondary Assessments
- Coordinated Case Management
- Cognitive Behavioral Interventions

5.0 GENERAL DESCRIPTION OF WORK

5.1 Overview

The City and County of San Francisco Adult Probation Department (SFAPD) supervises approximately 4,200 adult offenders on court-ordered adult probation supervision and diversion programs. SFAPD's commitment to "Protecting the Community, Serving Justice and Changing Lives" is achieved by the implementation and use of evidence-based practices supervision models in collaboration with the Courts, District Attorney, Public Defender, Community-Based Organizations, Reentry Council, Sheriff, Police, and other City Departments. The goal of SFAPD is to reduce victimization, improve outcomes and break the inter-generational cycle of incarceration.

5.2 Target Population

The Program target population for the purpose of this Agreement shall be Clients of the SFAPD and other Justice Involved San Francisco residents.

5.3 Description of Program Services

The Grantee shall manage and operate the Community Assessment and Services Center (CASC) facility, and oversee the delivery of the center's services for Clients of the SFAPD and other justice involved San Francisco residents.

1. REFERRALS/INTAKE/ASSESSMENT

The Grantee shall receive referrals from DPOs and other partners for onsite services related to case management, groups, and classes. Case management services are reserved only for SFAPD Clients but on a case by case basis, via communication between the Grantee and SFAPD, non-APD Clients may be considered. Upon receiving a referral for case management, the Grantee's Program Director will assess all SFAPD clients referred for case management and assign the client to the appropriate level of case management (clinical vs. reentry) based on the client's behavioral health history and current needs.

All CASC Clients—case management and those referred only for classes/groups—will complete an intake with the Grantees program staff and all of the Client information will be tracked in the CASC's program database. The Grantee will confirm with the DPO via email that referrals for case management or group facilitation were received.

All case managed Clients will receive a secondary assessment per the Adult Needs and Strengths Assessment (ANSA) or other agreed upon tool.

2. REHABILITATIVE PROGRAMS

The CASC will offer a full array of on and off site rehabilitative programs designed to successfully transition Clients back into their communities. The interventions and services strive to use evidenced-based curricula whenever available, and to engage Clients and address their criminogenic needs and community functioning factors. Clients will be assigned to rehabilitative services in accordance with their Individualized Treatment and Rehabilitation and/or Reentry Services Plan. Requirements for

program completion of each component will be identified in the Reentry Services Plan and adjusted, as needed, through case conferences.

The Grantee will implement the following services at the CASC:

A. Program Area 1: Forensic Assertive Community Treatment (FACT)/Clinical Case Management

Clinical Case Management

The Grantee shall implement and manage a FACT model of case management. FACT is a full-service partnership providing a comprehensive range of services and supports to adults who have repeated contacts with the criminal justice system or who have been arrested as a result of behaviors related to mental illness, homelessness, substance dependency, lack of resources, stability, or access to entitlement programs. The service model of FACT provides a multidisciplinary community treatment team, which will operate at the CASC and throughout the community.

The Grantee shall ensure the FACT model's eight (8) Clinical Case Managers maintain caseloads of 15 clients (15:1 ratio) with the understanding that approximately 120 clients will be served at any given time. Additionally, the Grantee shall ensure clinical caseloads will remain between 90%-100% capacity, with a minimum capacity expectation never to drop below 90%.

Grantee's FACT model shall engage Clients who:

- Have severe mental illness, which may include the following diagnoses: co-occurring disorders, personality disorders, general anxiety/mood disorders, and PTSD.
- Have substance dependency that has negatively impacted the individual's life.
- Have come into contact with the criminal justice system and have repeated returns to custody.
- May be homeless or experience multiple barriers to housing.
- May be unserved or underserved by the current mental health and/or community support systems.

Key components of Grantee's FACT model should include:

- Outreach & Engagement:
 - Outreach in the San Francisco County Jail and courtrooms, and community
 - Close collaboration with SFAPD/Deputy Probation Officers (DPO).
 - The outreach and engagement strategy must be relevant to the situational and cultural needs of the Client. This means that Clients are to be engaged "where they are" with respect to their community location, their need for clinical and non-clinical services/supports and their phase in the recovery process.
- Intake & Secondary Assessments
- Individualized Treatment Planning – housing needs should be prioritized early-on in the planning process.
- Medication Support
- Integrated Services and Managed Care
- Life Skills
- Family Involvement
- Recovery and Resiliency
- Cultural, Linguistic & Gender Responsiveness

B. Program Area 2: Reentry Case Management/Therapeutic Community/Cognitive Behavioral Services

Reentry Case Management

Under the guidance of one CASC Clinical Director who oversees clinical and non-clinical case managers, and using the framework of the FACT model of case management, the CASC's Reentry Case

Management services will serve Clients who require less clinical and/or intensive services. This integrated clinical and non-clinical case management model allows for expedited information sharing, and cross-training between staff with different educational and life experience qualifications.

- The Grantee shall ensure the four (4) Reentry Case Managers maintain caseloads of 25 Clients (25:1 ratio) with the understanding that approximately 100 Clients will be served at any given time.
- The Grantee shall ensure non-clinical/reentry caseloads will remain between 90%-100% capacity, with a minimum capacity expectation never to drop below 90%.

Reentry Case Management components shall include:

- 1. Needs Identification**
 - Orientation.
 - Intake and Assessment.
 - Identify criminogenic needs and community functioning factors.
 - Secondary Assessments.
 - Review COMPAS Results and ITRP (as applicable, provided by SFAPD).
- 2. Develop CASC planning and treatment plan (coordinated with SFAPD and/or other providers) – housing needs should be prioritized early-on in planning**
 - Based on needs identification.
 - Life Skills development.
 - Services brokering and enrollment with a special focus on substance dependency and recovery.
 - Collaborative and coordinated case conferencing.
- 3. Aligned with the FACT model, Reentry Case Management services will support a robust Outreach & Engagement strategy:**
 - Outreach in the San Francisco County Jail and courtrooms, and community.
 - Close collaboration with SFAPD/Deputy Probation Officers (DPO).
 - The outreach and engagement strategy must be relevant to the situational and cultural needs of the Client. This means that Clients are to be engaged “where they are” with respect to their community location, their need for clinical and non-clinical services/supports and their phase in the recovery process.

Therapeutic Community

The Grantee shall ensure services are conducted in a dynamic therapeutic environment which can help spark intrinsic motivation needed for long term behavior change. Therapeutic Communities (TCs) are oriented towards recovery and respectfully challenge Clients to critically examine their personal behavior in order to foster more pro-social attitudes and habits. The cornerstone of pro-social behavior is based on accountability, responsibility, hard work, and a readiness to learn.

The CASC Therapeutic Community should include:

- Respectful, friendly, dignified, and motivational greetings, conversations and engagement with Clients.
- Opportunities for Clients to take on peer leadership roles.
- Clients will be trained to become ambassadors of the program in the community serving as part of a network that welcomes people to the CASC.
- CASC environment will provide opportunities for Clients to build relationships with case managers.
- CASC will be a site for hosting events and activities for Clients.

Cognitive Behavioral Services/Interventions—Groups and Classes

Cognitive behavioral interventions are proven to be effective at helping to restructure distorted thinking and perception, characteristics of which may include:

1. Developmentally arrested thoughts
2. Poor problem solving and decision making
3. Low impulse control
4. Lack of empathy
5. An inability to manage feelings of anger
6. A hampered ability to reason and accept blame for wrongdoing
7. A mistaken belief of entitlement, including an inability to delay gratification, confusing wants and needs, and ignoring the rights of other people
8. An egocentric viewpoint with a negative view or lack of trust in other people
9. The use of force and violence as a means to achieve goals

The National Institute of Justice (NIJ) references six (6) cognitive behavioral therapies (CBTs) that are widely used to mitigate the above distorted thinking characteristics:

1. Aggression Replacement Training (ART)
2. Criminal Conduct and Substance Abuse Treatment-Strategies for Self-Improvement and Change (SSC)
3. Moral Reconciliation Therapy (MRT)
4. Reasoning and Rehabilitation (R&R and R&R2)
5. Relapse Prevention Therapy (RPT)
6. Thinking for a Change (T4C)

The Grantee shall ensure implementation of classes and groups that address the criminogenic and behavioral health needs of Clients. The range of classes and groups should include:

- Cognitive Behavioral Therapy (i.e. Thinking for a Change)
- Dialectical Behavior Therapy
- Substance Abuse
- Seeking Safety
- Mental Health Support Groups
- Drop-in Process Groups (led by formerly incarcerated individuals)
- Comprehensive Life Skill Program
- Anger Management
- Parenting
- Manalive (via subcontract w/Community Works West)

C. Program Area 3: Services Coordination

The Grantee will work seamlessly with SFAPD's Reentry Division to coordinate services for the benefit of our Clients. The grantee will play a key role in strengthening a CASC on-site services team. The Grantee will build community amongst services providers, coach providers on how to leverage each other's services for the benefit of Clients, welcome all providers to meetings, open up trainings, workshops and social events to all providers, cross train providers on existing and developing services, and ensure operational and administrative protocols are understood and embraced by service providers.

The Grantee shall coordinate, schedule, and track the following:

- Create and promote a CASC class schedule or services and groups.
- Coordinate and lead clinical meetings case managers, care coordinators, and therapists.
- Coordinate weekly operations meeting with APD.
- Coordinate weekly operations meeting with all CASC partners.

Graduations

To receive A CERTIFICATE OF GRADUATION, Clients must satisfactorily complete all of their required individual program components as identified in their Reentry Services Plan, and demonstrate their ability to apply the knowledge and tools they learned. The Grantee shall host graduations four times per year (quarterly).

Clothing Closet

The Grantee shall work with various community groups to maintain the CASC clothing closet on-site at the facility. Any Client in need of clothing will have access to the clothing closet.

Food Service

The CASC shall provide wholesome and nutritionally balanced meals 5 days per week for Clients who are hungry. CASC food service will include breakfast snacks such as nutritional bars and oatmeal, lunch, and afternoon snacks.

Client Advisory Board

The CASC Client Advisory Board will be established to provide ongoing feedback about CASC services, prosocial activities, and play an instrumental role developing leadership roles for Clients and CASC ambassadors. This Board will meet monthly at the facility.

Community Advisory Board

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

3. FACILITY OVERSIGHT AND OPERATIONS RESPONSIBILITIES

Facility and Grounds requirements:

1. Grantee is responsible for the facility and oversight of operations of 564 6th Street during established business hours, janitorial for the entire building, and will work collaboratively with SFAPD and LEAD/DPH to reasonably address facility/operations needs outside of established business hours.
2. The Grantee shall use CASC facility exclusively for serving the target population and the staff associated with the program.
3. The Grantee shall ensure the CASC remain in compliance with all applicable building, sanitation, health, safety and fire codes, as well as city and county zoning and use ordinances.
4. The Grantee shall ensure the CASC maintain onsite security/monitoring of all equipment, supplies, staff and Clients.
5. The Grantee shall ensure Clients will be prohibited from loitering outside of the facility.
6. The Grantee shall ensure the CASC will provide a cheerful décor and color-coordinated furnishings for the facility with special emphasis on the lobby, hallways, classrooms, and dining area (eating and break room).
7. The Grantee shall ensure the CASC must have sufficient space designated for to take scheduled breaks and eat lunch.
8. The Grantee will coordinate with SFAPD to ensure the CASC must provide for multiple classrooms to permit training and services to be offered simultaneously.
9. The Grantee's team and the City's Program Manager will develop a system for SFAPD staff and the Grantee's team and partners to reserve class rooms for trainings and groups.
10. The Grantee shall ensure the CASC facility must provide an adequate number of functional, clean, bathrooms in accordance with City and County of San Francisco standards. The sinks shall provide both hot and cold water. Hand soap, paper towels, paper seat covers should be available. Restrooms must be considerate of gender needs and be separately located. Restrooms must be in compliance with the Americans with Disabilities Act (ADA).
11. The Grantee shall ensure the CASC kitchen, cafeteria, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service and preparation areas must meet all applicable health and sanitation code standards. Accommodations shall be made for Clients with disabilities.

12. The Grantee shall ensure the CASC provides a wholesome and nutritionally balanced lunch 5 days per week available to Clients or program Clients. The CASC will be considerate of general health and dietary restrictions and food prohibitions associated with cultural and religious traditions.
13. The Grantee shall regularly inspect the facility for pest infestation and shall maintain monthly pest control services to ensure the facility is free of insect and rodent infestation. Documentation of pest control services will be maintained at the facility and made available to the SFAPD staff upon request.
14. The Grantee shall ensure the CASC shall have proper lighting, heating, and ventilation.
15. The Grantee shall ensure the CASC maintain a secured maintenance room for storage of cleaning supplies, tools and equipment (e.g., mops, brooms, buckets, etc.) and shall be equipped with a utility sink. The facility, equipment, furniture, appliances, etc. shall be kept clean and in good operating condition at all times and replaced when necessary.
16. The Grantee shall have a plan to ensure comprehensive janitorial services. Janitorial services will clean the entire facility at 564 6th Street, inclusive of SFAPD offices, class rooms, and common areas.
17. The Grantee shall coordinate all repairs for the CASC. All repairs including plumbing, electrical and/or structural which affect the health and safety of any occupant must be made within 48 hours of discovery and at the expense of UCSF/Citywide. Grantee must notify the SFAPD Reentry Services Manager immediately when it is determined something in the building needs to be repaired.
18. The Grantee will ensure safety and security of facility exterior, interior, equipment, supplies, staff, Clients and all Client information.
19. If Grantee anticipates transporting Clients via a private vehicle, all staff shall possess a valid driver's license and the vehicle shall be fully insured.
20. The Grantee shall have written CASC policies and procedures in accordance with SFAPD's regulations. This policies and procedures will be submitted to the SFAPD Reentry Division for retention in the case file.
21. When made available by SFAPD, and as needed by Grantee Staff, Grantee's staff shall participate in CPR training and maintain a record of first aid training.
22. All CASC staff will be knowledgeable of location and application of defibrillator, Narcan and fire extinguishers.
23. The Grantee shall ensure the CASC maintain a fully stocked first aid kits will be readily available throughout the facility. The telephone numbers of all local emergency service agencies shall be posted and readily available to all staff.
24. The Grantee shall ensure "No Smoking" signs are posted in full view of the Clients, staff and visitors.
25. Grantee and APD staff shall complete an updated security and contraband policy within the first 30-days of the contract.
26. Within the first 30-days of the grant, Grantee shall create a medication storage and distribution plan that considers staff access, safety, and security.
27. Within the first 30-days of the contract, the Grantee shall work with Microbiz, the security company, and APD to execute a mock panic button response drill.

Security and Safety Requirements:

1. **Facility Security** – The safety and security of Clients, staff and visitors is of paramount importance.
 - a. Grantee and APD staff shall complete an updated security and contraband policy within the first 30-days of the contract.
 - o The policy will include but not be limited to on site security protocols will take a dignified and reasonable approach to ensuring that the facility is free of weapons and contraband, and protected from outside intrusions. Daily security and perimeter inspection of the facility will make certain that functioning locks and latches are on all windows, doors and gates, and that electrical lighting (inside and out) is operating

properly. Door alarms may be used to eliminate unauthorized egress or ingress during evening and night hours. Security policies shall ensure that the Clients are not locked inside the facility at any time.

- o Grantee protocols shall require that Clients lock up bikes outside of the facility and that skateboards, other transportation, large suitcases/travel bags are "checked in."
- b. Given the large number of Clients in the facility at any given time, all staff should be adequately trained in effective relationship building, de-escalation strategies, and emergency response and evacuation protocols.

2. Disturbance Control Plan

- a. The Grantee shall have a written Disturbance Control Plan in the event of a major disturbance such as riots, strikes, attacks upon staff, visitors or Clients, explosions or fires, suicides or attempted suicides, natural disasters; and accidental injuries to staff and others. The plan shall include assistance from local law enforcement and/or emergency agencies as circumstances warrant. The development of the Disturbance Control Plan shall be coordinated with the SFAPD Reentry Services Manager. Once the Disturbance Control Plan is developed, the Grantee will submit a copy to the SFAPD Reentry Services Manager for retention in the contract file.
- b. Within the first 30-days of the contract, the Grantee will work with Microbiz, the security company and APD to execute a mock panic button response drill.

3. Fire Evacuation Emergency Procedures/Posting of Emergency Evacuation Floor Plans

- a. The Grantee shall have written procedures pertaining to fire prevention, safety requirements, evacuation and emergency procedures that include instructions for the following:
 - o Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number)
 - o Alert notification and/or evacuation of all occupants
 - o Notification of authorities
 - o Control and the extinguishing of fires
 - o Evacuation routes and procedures
 - o Other to be identified procedures
- b. Within the first 30-days, Grantee shall submit the above information to APD as part of the building's comprehensive fire evacuation and emergency procedures plan.
- c. The Grantee shall ensure that clear, concise, and site-specific emergency evacuation floor plans shall be posted as appropriate at every occupied floor location throughout the facility. The floor plans should be located near the identified exit doors on each floor. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:
 - o Evacuation diagram plan that identifies the "You Are Here," location that is compatible with the building floor plan.
 - o Evacuation plans, which include the location of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies.
 - o Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new Client upon arrival.

4. Emergency Evacuation Training

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

5. Quarterly Emergency Evacuation Drills

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

6. Smoke Detectors and Fire Extinguishers

- a. Grantee will ensure the operability of the fire safety equipment at 564 6th Street

7. Hazardous, Toxic and Volatile Substances

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

8. Medication Storage and Distribution

Within the first 30-days of the grant, Grantee shall create a medication storage and distribution plan that considers staff access, safety, and security.

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

6.0 ADMINISTRATIVE REQUIREMENTS

6.1 Grantee Operation Matrix

Grantee Operations Matrix (GOM) is a tool used by SFAPD to monitor contract responsiveness and compliance (**Attachment 1**). On a quarterly basis Grantee shall work with City's Program Manager to review and update the GOM, describe goal achievement, and provide feedback as needed, the City's Program Manager will submit the "SFAPD Notice of Grantee Operations Requirements - Review and Action" (**Attachment 2**) form which identifies contract challenges and requires immediate action.

6.2 Client File

Grantee shall develop and maintain complete, properly organized files on all Clients. The files shall be located in a locked secure file storage area in the office/site. All files, including electronic files, shall be considered confidential and protected from any unauthorized use or disclosure. Electronic files containing confidential Client information will also be protected by unique passwords. Electronic Client files will be held to the same security standard as hard copy files. The CASC will have written procedures for the release of case file information to include: 1) the Client's signed and dated Release of Information Form, 2) the name of the person, agency or organization to whom the information was released, and 3) the signature of the employee who released the information and date of release. Grantee shall ensure confidentiality of Client records and information in accordance with all local, state and federal codes and requirements pertaining to the confidentiality of the records. Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of CORI. In addition, the unauthorized disclosure of Clients' medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

6.3 Client Barrier Removal/Client Incentives

Grantee shall have the ability to efficiently process Client Barrier Removal requests and produce payments for such requests as DMV, Birth Certificates, or other one-time client needs that are in line with their treatment plan.

6.4 Program Reporting/Data Collection

Grantee's Program Team shall:

- Upon availability of SFAPD's Service and Program Provider Web Portal, Grantee shall be required to use this Web Portal to track SFAPD's Clients referrals, enrollment, attendance, completion, progress reports, etc. and related information. The Grantee's staff shall be required to complete the Web Portal training provided by SFAPD;
- Coordinate Program data collection and evaluation efforts. Provide data and information, as requested and as defined by APD. Requested Program data may include Clients' demographic information, and services provided as defined in this agreement. Program performance measures and outcomes goals as described herein in Section 7 shall be tracked and reported as to the quarterly/annual reporting schedule listed below. Some of this information may be considered Criminal Offender Record Information (CORI) as defined in California Penal Code Section 13102. Grantee acknowledges that unauthorized disclosure or receipt of this information is a crime, see Penal Code §§ 13302-13304, see <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pen&group=13001-14000&file=13300-13305>. Grantee shall adhere to any and all guidelines or rules governing protection of Client information including Penal Code sections described above;
- Grantee shall assist the City in collecting and supplying Program and Client data to APD or APD contracted researchers or evaluators for research purposes. This research and other required data collection points are included in the SFAPD Quarterly/Annual Report template and the Grantee's intake form (**Attachment 3**);
- Grantee's Program Team shall confidentially and/or anonymously participate in any survey or questionnaire that may be used by researchers or evaluators at the completion of the contract as needed for research purposes. In the process, Grantee shall adhere to any and all guidelines or rules and any state and federal laws governing protection of Client information;
- Grantee's Program Team shall be available for Client case conferencing meetings, service provider meetings, and ongoing trainings pursuant to APD request; and
- Grantee's Program Team shall meet with City's Program Manager or other partners determined by APD as required by APD to review progress and performance. The reviews shall include, but not be limited to, program implementation, problem solving and future performance objectives.

Grantee shall submit the following reports and documentation to City's Project Manager:

- Submission of All Referrals Tracking Document which includes all program referrals, waitlist, all active Clients, and all Clients who have exited the program.
 - Tracking doc shall be submitted on the 1st and 15th of each month.
- Quarterly and Annual Program Report as outlined below (Reporting Schedule)
 - SFAPD Quarterly/Annual Reporting Template provided by SFAPD (Attachment????)
 - In addition to the attached SFAPD Quarterly/Annual Reporting Template, SFAPD and Citywide will have ongoing discussions about performance measurements.
 - Reporting Schedule:
 - Quarterly/Annual reports are due as follows:
 - Q1 (July-Sept) Report due: November 1st
 - Q2 (Oct-Dec) Report due: February 1st
 - Q3 (Jan-March) Report due: May 1st
 - Q4 (April-June) Report and Annual report due: August 1st
 - Invoices
 - Monthly invoices are due on the 15th of each month for services provided in the previous month

Grantee shall use the quarterly/annual report template provided by SFAPD.

At the termination of this Agreement, Grantee shall submit a Final Program report, which will be due on the last day of the following month after the expiration of this Agreement.

7.0 PERFORMANCE MEASUREMENTS

- 100% of referrals will be tracked on the SFAPD All Referrals Tracking document
- 100% of assessed Clients will be assigned to the appropriate level of case management (clinical case management/reentry case management)
- 100% of case managed Clients will receive an individual treatment plan
- Grantee shall maintain 120 Clinical Case Management slots
 - Clinical caseloads will not drop below 90% capacity
- Grantee shall maintain 100 Reentry Case Management slots
 - Reentry caseloads will not drop below 90% capacity

8.0 DEPARTMENT LIAISON

In performing the services provided for in this Agreement, Department Liaison will be the City's Program Manager.

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

ADULT PROBATION DEPARTMENT SUMMARY			
Proposer's Name: UC Regent			
(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
Expenditures			
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
Subtotal	\$ 2,410,178	\$ 2,768,394	\$ 5,178,572
Indirect Percentage Rate not to exceed 12%	12.00%	12.00%	\$ 0
Indirect Cost	\$ 289,221	\$ 332,207	\$ 621,429
Total Expenditures	\$ 2,699,400	\$ 3,100,601	\$ 5,800,000
Prepared by: Constance Revore _____ Date: _____			
Approved by: Tonya Jones _____			
APD Division Director			

Appendix C – Permitted Subgrantees

Community Works West
Karla's Maids & Handy Man Service

Appendix D—Waivers and Exemptions Granted

CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE, MAYOR

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
PATRICK MULLIGAN, DIRECTOR



ADPICS document # TBD

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: 09/26/2017
Contact Name: Verónica Martínez Phone: 415-553-9250
Vendor Name: The Regents of the University of California, Department of Psychiatry,
Division of Citywide Case Management Programs Vendor No.: 0000009023
Contract \$ Amount: \$5,800,000

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 ADPIGS 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)

SF OFFICE OF LABOR STANDARDS ENFORCEMENT, CITY HALL ROOM 430
1 DR. CARLTON B. GOODLETT PLACE • SAN FRANCISCO, CA 94102

MCO/HCAO Tel (415) 554-7903 • Fax (415) 554-6291
WWW.SFGOV.ORG/OLSE

Department Signature

Request submitted by department head or authorized representative:

Verónica Martínez
Signature

Veronica Martínez
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 B. Popik Date: 9/27/17

Print Name: Beverly B. Popik

MCO_FORM_P-360_EXEMPTION_AND_WAIVER_6-16

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
PATRICK MULLIGAN, DIRECTOR



ADPICS document # TBD

**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: 09/26/2017

Contact Name: Verónica Martínez Phone: 415-553-9250

The Regents of the University of California, Department of Psychiatry,
Vendor Name: Division of Citywide Case Management Programs Vendor No.: 000009023

Contract \$ Amount: \$5,800,000

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.8(a)(1). Attach OCA P-21.5(b) Sole Source Waiver Request.

SF OFFICE OF LABOR STANDARDS ENFORCEMENT, CITY HALL ROOM 430
1 DR. CARLTON B. GOODLETT PLACE • SAN FRANCISCO, CA 94102

MCO/HCAO TEL (415) 554-7903 • FAX (415) 554-6291
WWW.SFGOV.ORG/OLSE

- 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:

Verónica Martínez
Signature

Verónica Martínez
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 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 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! OLSE Request Code: _____

Action: Approved Disapproved

Signature: Beverly H. Poyek Date: 9/27/17

Print Name: Beverly Poyek

HCAO_FORM_P-365_EXEMPTION_AND_WAIVER_6-16



CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION

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

Send completed waiver requests to:
cmd.waiverrequest@sfgov.org or
CMD, 20 Van Ness Avenue, Suite 200, San Francisco, CA
94102

FOR CMD USE ONLY	
Request Number:	8839
RECEIVED	
SEP 25 2017	
BY:	cmd

> Section 1. Department Information

Department Head Signature: Karen L. Martin
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

Contractor Name: UCSF - SFGH PSYCHIATRY DEPT Vendor No.: 0*000009023
Contractor Address: 982 Mission Street, San Francisco CA 94103
Contact Person: Navjot Mahal-Gill Contact Phone No.: (415) 679-1970

> Section 3. Transaction Information

Date Waiver Request Submitted: 9/13/2017 Type of Contract: Professional Services
Contract Start Date: October 1, 2017 End Date: September 30, 2019 Dollar Amount of Contract \$ \$ 5,800,000.00

> 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 §8.60 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. Shell/Shell Entity (Required) Copy of waiver request sent to Board of Supervisors on: _____
 G. Subcontracting Goals
 H. Local Business Enterprise (LBE)

CMD/HRC ACTION	
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: _____	Date: _____
HRC Director (12B Only): _____	Date: _____

CMD-201 (June 2014)

This form available at: nro.dnrc.gov

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 (APD) Date Submitted: 09/29/2017

Contact: Annyse Acevedo Phone: 415-553-1691

Vendor Name: UCSF - SFGH Psychiatry Dept. Supplier ID: S0000009023

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

Amount: \$ 5,800,000 ADPICS Doc No: TBD Duration: Two 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

Page 2 of 3

Chapter 12T Waiver Request

this Chapter.

Submitted by:

Department Head Signature: Karen M. Nitcher Date: 10/3/2017

PURCHASING DEPARTMENT
17 DEC - 1 AM 8:43
RECEIVED

OCA Review and Approval:

12T Waiver Approved: 12T Waiver Denied:

Reason for Determination:

The vendor is a public entity.

Recommending OCA Staff: _____ Date: _____

Recommending OCA Supervising Staff: _____ Date: _____

Approved by OCA Director: [Signature] for Jac Fry Date: 12/5/2017

City and County of San Francisco

Adult Probation Department
Hall of Justice



*Protecting the Community, Serving Justice and
Changing Lives*

KAREN L. FLETCHER
Chief Adult Probation Officer

To: Alaric Degrafinried, Assistant Director, Office of Contract Administration and Purchasing

From: Diane Lim Adult Probation Department, Director of Finance and Administrative Services

Date: October 4, 2017

Subject: Administrative Code 12T Requirements Waiver Request: University of California San Francisco
Psychiatry Department (UCSF)

The Adult Probation Department (APD) requests a waiver of the Administrative Code 12T Consideration of Criminal History in Hiring and Employment Decisions to enter into an agreement for professional services with The Regents of the University of California San Francisco Psychiatry Department (UCSF).

UCSF was selected through a highly competitive solicitation process to provide behavioral health and reentry services through APD's Community Assessment and Services Center (CASC).

An independent evaluation panel determined that UCSF was the most qualified Proposer to provide this service for people under the supervision of APD. APD's supervised population is highly vulnerable. Many of its clients present severe mental health and substance use challenges that lead to chronic incarceration and overuse of both the criminal justice and public health systems.

Being a governmental agency, The Regents of the University of California of San Francisco/SFGH Psychiatry Department, is not able to comply with the City's 12T requirements. However, this agency is the most qualified and experienced to provide the requested services for this unique population; as demonstrated by the rigorous RFP process conducted by APD and monitored by CMD representative, Ryan Young, between June and August 2017.

APD requests a waiver of the Administrative Code 12T for this Agreement on the basis that the services requested are highly specialized with a unique target population, and selected supplier has the appropriate set of skills, and expertise to deliver such services.

Please do not hesitate to contact Annyse Acevedo, Senior Administrative Analyst with any questions or comments you may have. Annyse can be reached at annysu.acevedo@sfgov.org or 415-553-1691.

Thank you for your consideration.

Attachments:
Chapter 12T Waiver Request Form
RFP#APD2017-03
CMD Award Memo – APD2017-03

880 Bryant Street, Room 200 • San Francisco, CA 94103 • Phone (415) 553-1706 • Fax (415) 553-1771

Lim, Diane (ADP)

From: Lim, Diane (ADP)
Sent: Wednesday, October 04, 2017 1:57 PM
To: Degrafinried, Alaric (ADM)
Cc: Acevedo, Annyse (ADP); Jones, Tonya (ADP)
Subject: Admin Code 12T Requirements Waiver Request - UCSF
Attachments: 201710041332.pdf

Hi Alaric,

The Adult Probation Department is requesting a 12T Waiver, for the Regents of the University of California San Francisco the form is attached for your review.

We will be hand delivering the paper copies to your office either later today or tomorrow.

Thank you in advance for your time and consideration

Diane Lim
Director of Finance and Administrative Services
San Francisco Adult Probation Department
415-553-1058 Phone
415-575-8895 Fax

City and County of San Francisco



Edwin M. Lee, Mayor

First Source Hiring Program

Office of Economic and Workforce Development
Workforce Development Division

NON-CONSTRUCTION FIRST SOURCE EMPLOYER'S PROJECTION OF ENTRY LEVEL POSITIONS

By signing this form, employers agree to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code. As an indication of good faith efforts to comply with First Source, the Employer must fill out this form at commencement of contract/tax year to indicate:

- For a Tenant/Sub-tenant, the number of Entry Level Positions in the company that are currently filled and those that are currently available on premises leased by the City of San Francisco.
- For the successful Developer, Contractor, or Subcontractor, Entry Level Positions that are currently filled and those that will be available during construction work.
- For a tenant of a private commercial project that falls under Chapter 83 provisions of the City Administrative Code, the number of Entry Level Positions that are currently filled and those that will be available within the lease holding business at project address.
- For companies applying for the Biotech Payroll Tax Exclusion and Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion, the number of Entry Level Positions that are currently filled and those that will be available in the current tax year.
- For a successful organization awarded a City contract in excess of \$50,000, the number of Entry Level Positions that are currently filled and those that will be available within the business or non-profit organization.
- If positions listed are subject to collective bargaining agreements.

Note: If an Entry Level Position becomes available during the term of the lease and/or contract, Employer must notify the First Source Hiring Administration.

Entry Level Position means a non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation.

Type of Employer (check one):

- | | |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Subtenant |
| <input type="checkbox"/> Developer | <input type="checkbox"/> Biotech Payroll Tax Exclusion applicant |
| <input checked="" type="checkbox"/> Contractor | <input type="checkbox"/> "Scene in San Francisco" Rebate applicant |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Tech |
| <input type="checkbox"/> Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion applicant | |

Identify Project or Construction Project (if applicable): CASC
Name of Employer: UCSF/CITYWIDE CASE MANAGEMENT PROGRAM
Street Address: 982 MISSION STREET
City: SAN FRANCISCO
Telephone: 415-597-8077 Fax: 415-597-8004

City Department (if Contract or Lease): ADULT PROBATION
Contact Person: KATHLEEN CONNOLLY LACEY
State: CALIFORNIA Zip: 94103
Email: kathleen.connolly@ucsf.edu

Edwin M. Lee

Official Signature Required for all contracts and agreements with the City and County of San Francisco. This document is the property of the City and County of San Francisco. It is to be used only for the purpose for which it was issued. All other uses are prohibited.

12/06/2017

Signature of authorized employer representative

Date

Entry-Level Position Title	Number Currently Filled	Number Currently Available	Number Projected to Become Available in the next 6 Months	Estimated Date of Next Available Position
N/A	N/A	0	0	N/A

Please fax, email, or mail this form SIGNED to:
Attn: Business Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103



ATTACHMENT 1 – GRANTEE OPERATIONS MATRIX

			Review Date:
Performance Enhancement Goal	Measurement	Level Achieved: 5=Perfect 3=Occasional challenges 1=Unsatisfactory	Notes - APD and Contractor Feedback If benchmark doesn't apply to vendor, please put N/A in this column.
		1=Needs Attention	
Submits required quarterly and annual reports and responds to APD requests for clarification or revision by due dates.	Submission due date and responsiveness to template.		
Submits all data collection/entry/submission accurately and on time.	Monthly data collection spreadsheets are accurate and updated and submitted on time.		
As required, Contractor submits monthly progress reports to DPOs and case managers, and other agreed upon parties that details client progress, challenges and recommendations for improvements.	Progress reports (or the like) are submitted monthly to all appropriate parties.		
Adheres to agreed upon contract budget; and spends in accordance with projected average monthly expenses.	Contractor is not spending outside of agreed upon line items; and is using funds according to budget plan.		

<p>Contractor submits monthly reimbursement invoices on time, provides all required justification documentation, and responds to APD requests for clarification in a timely manner.</p>	<p>Reimbursement invoice is submitted on time, along with required documentation.</p>		
<p>As applicable, Contractor works collaboratively with SFAPD to execute new contracts or amendments.</p>	<p>Contractor and SFAPD communicate regularly until time sensitive document is completed.</p>		
<p>Contractor attends required quarterly, contract check or other as required meetings.</p>	<p>Draft of Plan Finalized Plan</p>		
<p>Contractor complies with contractual communication protocols, reaching out to DPOs, SPOs, case managers, collateral services partners and contract manager to ensure timely sharing of client and program information.</p>	<p>All parties have been appropriately contacted per communication protocols.</p>		

<p>Contractor proactively promotes services to SFAPD staff and if serving non SFAPD clients to other law enforcement jurisdictions and community partners with the goal of ensuring that program capacity is filled.</p>	<p>Contractor agrees to a minimum of 2 presentations to SFAPD staff per year, and as relevant to services eligibility, conducts regular outreach to the community.</p>		
<p>Other</p>			

Attachment 2 – SFAPD Notice of Grantee Operations Requirements - Review and Action

Date:

Description of Contract Requirement in need of Review:

Action Request:

Date Action should be completed by:

Name and title of person completing the form

Signature of person completing the form

Date

A copy of this form will be placed in the contract/grantee file.

Attachment 3 – SFAPD Quarterly/Annual Report Template

Please answer the following questions in a word doc and submit it with the Q/A report

Narrative

CASC/Citywide

1. Description of Services Provided:

2. Explanation and Analysis of the Data Provided:

3. Major Events Planned for the Next Reporting Period:

4. Administrative Operations:

*Successes, challenges, and resolutions, and plans for the next quarter

5. Staffing and Training Updates:

*Successes, challenges, and resolutions, and plans for the next quarter

6. CASC Program, Client and Community Development/Engagement:

*Successes, challenges, and resolutions, and plans for the next quarter

7. Housing Outcomes:

*Successes, challenges, and resolutions, and plans for the next quarter

8. Income Support Outcomes:

*Successes, challenges, and resolutions, and plans for the next quarter

9. Behavioral Health Outcomes:

*Successes, challenges, and resolutions, and plans for the next quarter

10. For the annual report, please include at least one profile of a program participant who has been successful and at least one profile of a program participant that has unsuccessfully exited the program.

San Francisco Adult Probation Department
Reentry Services - Quarterly Reporting
FY 2017-18

Service Provider: _____
 Reporting Period: _____

- *Number of clients homeless or unstably housed at intake in reporting period
- *Number of clients placed in permanent housing in reporting period
- *Number of clients participating in APD transitional housing programs in reporting period

#	Measure Name	Q1	Q2	Q3	Q4	Annual
1	Total number of referrals received in reporting period					
2	Total number of referrals for Clinical Case Management in reporting period (subset of #1)					
3	Total number of referrals for Reentry Case Management in reporting period (subset of #1)					
4	Total number of referrals for classes/groups only in reporting period (subset of #1)					
5	Total number of referrals from Reentry Pod (subset of #1)					
6	Referral Analysis (unduplicated--1st time received)					
7	Clinical Case Management					
8	Reentry Case Management					
9	Classes/Groups					
10	Reentry Pod					

11	Number of clients enrolled in reporting period					
	Define "enrolled" (ie. received intake, completed assessment, etc.):					
12	Number of clients enrolled Case Management in reporting period (subset of #11)					
13	Number of clients enrolled in Clinical Case Management in reporting period (subset of #12)					
14	Number of clients enrolled in Reentry Case Management in reporting period (subset of #12)					
15	Number of clients enrolled in classes/groups only in reporting period (subset of #11)					
16	Number of clients enrolled from the Reentry Pod in reporting period (subset of #11)					
17	Number of clients from Reentry Pod enrolled in Case Management in reporting period (subset of #16)					
18	Number of clients from Reentry Pod enrolled in classes/groups only in reporting period (subset of #16)					
19	Number of case managed clients with identified mental health need at intake during reporting period					
20	Number of case managed clients with identified substance dependency issue at intake during reporting period					
21	Number of case managed clients homeless or unstably housed at intake during reporting period					
22	Number of case managed clients participating in APD funded transitional housing programs during reporting period					
23	Number of clients placed in permanent housing in reporting period					
24	Total number of clients participating in Case Management in reporting period					
25	Total number of clients participating in classes/groups in reporting period					
26	Number of clients enrolled in reporting period with a treatment or action plan created					
27	Number of case managed clients addressing the following needs in reporting period					

	Employment					
	Housing					
	Education					
	Income Support (non-employment)					
	Substance Abuse Treatment					
	Mental Health Treatment					
	Life Skills					
	Employment					
28	Number of clients in need of income support at intake (enter w/no income) in reporting period					
29	Number of case managed clients receiving GA as of end of reporting period					
30	Number of case managed clients receiving SSI as of end of reporting period					
31	Number of case managed clients employed as of end of reporting period					
32	Number of clients exiting case management in reporting period					
33	Number exiting program - inactive/lack of engagement (subset of #32)					
34	Number exiting program - different level of service needed (subset of #32)					
35	Number exiting program - completed probation (subset of #32)					
36	Number exiting program - successfully completed program (subset of #32)					

37	Number of clients who completed classes/groups in reporting period					
<i>Please breakdown class/group graduates by class type in narrative section</i>						
38	Number of active participants as of the last day in reporting period					
39	Of those exiting case management in reporting period, mean length of stay in program					
40	Of those exiting case management in reporting period, median length of stay in program					
41	Number of case managed clients receiving clinical therapy from a DPH clinician during reporting period					
42	Number of active "case managed" clients at the end of reporting period					
43	Number of active "classes/groups only" clients at the end of reporting period					
44	Other					

Demographics
 San Francisco Adult Probation Department
 Reentry Services – Quarterly Reporting FY2017-18

Service Provider: _____
 Reporting Period: _____

	Q1		Q2		Q3		Q4		Annual	
	Enroll	Disenroll	Enroll	Disenroll	Enroll	Disenroll	Enroll	Disenroll	Enroll	Disenroll
Total Enrolled										
Total by Age Group										
18 - 25 years old										
26 - 35 years old										
36 - 45 years old										
46 - 55 years old										
56 - 65 years old										
66 and older										
Total by Race/Ethnicity										
African American										
Asian										
Caucasian										
Hispanic										
Pacific Islander										
Other										
Total with minor children										
Total with custodial minor children										
Total by Supervision Type										
Probationer										
AB109 Client (PRCS or Mandatory Supervision)										
Total by Living Situation at time of enrollment										
Permanently housed										
Living with family / friends										
in residential program										
Living in transitional or temporary housing (incl. APD stabilization units)										
In shelters										
Homeless (and none of the above)										
Total by Education Level at time of enrollment										
Graduated college										
Some college										
Completed Associates Degree										
Graduated high school										
GED										
Some high school										
Total Receiving Income Support at time of enrollment										
Receiving CAAP (GA, PAES, CalWORKS)										
Receiving SSI, SSDI, or SDA										
Receiving other income support (CalFresh, etc)										
Total with health insurance at time of enrollment (MediCal, Private Ins., etc)										
Total by Employment Status at time of enrollment										
Employed full-time										
Employed part-time										
Unemployed										