

File No. 250451

Committee Item No. 8

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date June 4, 2025

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

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Original Grant Agreement 11/1/2022</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>First Amendment 11/1/2023</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Request for Qualidications 4/22/2022</u>
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Completed by: Brent Jalipa Date May 29, 2025

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

1 [Grant Agreement Amendment - The Regents of the University of California - Community  
2 Assessment and Services Center Case Management Services - Not to Exceed \$17,872,321]

3 **Resolution approving a second amendment to the grant agreement between the San**  
4 **Francisco Adult Probation Department and The Regents of the University of California,**  
5 **on behalf of its San Francisco Campus, for case management services; to increase the**  
6 **not to exceed grant amount by \$8,539,019 for a total not to exceed amount of**  
7 **\$17,872,321; and to extend the grant term by two years from June 30, 2025, for a total**  
8 **term of November 1, 2022, through June 30, 2027.**

9  
10 WHEREAS, The San Francisco Adult Probation Department (SFAPD) Community  
11 Assessment and Services Center (CASC) is a behavioral health focused, one-stop clinical  
12 reentry center that provides a wide range of community services to clients of the SFAPD, and  
13 other justice involved San Francisco residents; and

14 WHEREAS, In 2011, the California Legislature passed the Public Safety Realignment  
15 Act (AB 109), which transferred responsibility for supervising specific low-level inmates and  
16 parolees from the California Department of Corrections and Rehabilitation (CDCR) to  
17 counties; and

18 WHEREAS, SFAPD balances probation supervision accountability with access to  
19 essential resources and services which combined, reduce barriers to life stability, and  
20 empower clients to build self-sufficiency skills, and permanently exit the criminal justice  
21 system; and

22 WHEREAS, SFAPD completed a competitive solicitation process and entered a grant  
23 agreement with The Regents of the University of California, on behalf of its San Francisco  
24 Campus ("UCSF") to provide behavioral health and reentry services through (CASC) for an  
25 initial one year grant term starting November 1, 2022; and

1           WHEREAS, In the first amendment to the grant agreement, SFAPD extended the initial  
2 grant term to June 30, 2025, and increased the not to exceed grant amount to \$9,333,302  
3 with an additional contingency amount not to exceed \$354,012; and

4           WHEREAS, UCSF has effectively provided clinical case management, medication  
5 management, re-entry case management, and psycho-education/outpatient treatment  
6 services, for between 120 to 150 clients per day; and

7           WHEREAS, Charter, Section 9.118, requires that any agreement with anticipated  
8 expenditures of \$10,000,000 shall be subject to approval of the Board of Supervisors by  
9 resolution; and

10          WHEREAS, In a second amendment to the grant agreement, SFAPD seeks to extend  
11 the grant term to June 30, 2027, and to increase the not to exceed grant amount to  
12 \$17,872,321; and

13          WHEREAS, The request for qualifications, original grant agreement, first amendment,  
14 and proposed second amendment are on file with the Clerk of the Board of Supervisors,  
15 which is hereby declared to be a part of this resolution as if set forth fully herein; now,  
16 therefore, be it

17          RESOLVED, That the Board of Supervisors hereby authorizes the Chief Adult  
18 Probation Officer or her designee to execute the second amendment to the grant agreement  
19 between the San Francisco Adult Probation Department and The Regents of the University of  
20 California, on behalf of its San Francisco Campus, and to increase the cumulative not to  
21 exceed grant amount to \$ \$17,872,321, and to extend the grant term to June 30, 2027; and,  
22 be it

23          FURTHER RESOLVED, That within thirty (30) days of the second amendment being  
24 fully executed by all parties, the Adult Probation Department shall provide the final grant  
25 agreement to the Clerk of the Board for inclusion into the official file.

1 Recommended:

2  
3  
4 /s/

5 Cristel M. Tullock

6 Chief Probation Officer

7 San Francisco Adult Probation Department

<b>Item 8</b> <b>File 25-0451</b>	<b>Department:</b> Adult Probation
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would approve the second amendment to the agreement between the San Francisco Adult Probation Department (APD) and The Regents of the University of California, San Francisco (UCSF) for case management services. The amendment extends the grant term by two years, from June 30, 2025 to June 30, 2027, and increases the not-to-exceed amount by \$8,539,019 for a total amount not to exceed \$17,872,321.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>APD awarded this grant in 2022 following a competitive procurement for Community Assessment and Services Center (CASC) providers. The CASC is a behavioral health focused, one-stop clinical reentry center that provides a range of services to clients of APD and other justice-involved San Francisco residents.</li> <li>The grant provides approximately 230 adults with case management services per year. APD did not establish a data collection methodology to track program completion metrics until FY 2024-25. However, results for the first two quarters of that year show that the grant's program completion metrics were met. Similarly, the participant satisfaction survey was not finalized and implemented until FY 2024-25 due to pandemic delays and staffing changes. In that year, 93 percent of participants in the first two quarters rated the program favorably. Otherwise, the grant's other five goals (relating to service quality) have been collected since FY 2022-23 and have all been met.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>When factoring the actual expenditures for FY 2022-23 and FY 2023-24, which were less than budgeted, and projected remaining spending, we estimate the Department will spend \$17,100,000 on this grant. This is \$72,321 less than the Department is seeking.</li> <li>The proposed spending is funded by the General Fund (75 percent) and state funds (25 percent). These revenues fund 21.70 full-time equivalent (FTE) positions at UCSF, including social workers and health care-related positions.</li> </ul> <p style="text-align: center;"><b>Recommendations</b></p> <ul style="list-style-type: none"> <li>Amend the proposed resolution to reduce the not-to-exceed amount to \$17,100,000.</li> <li>Approve the resolution, as amended.</li> </ul>	

## MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

## BACKGROUND

The San Francisco Department of Adult Probation (APD) supervises adults on probation and, with non-profit organizations, provides reentry services. The SFAPD also operates the Community Assessment and Services Center (CASC), which is a behavioral health focused, one-stop clinical reentry center that provides a range of services to clients of APD and other justice-involved San Francisco residents.

The APD population as of April 2025 included 4,921 clients, with 87 percent having a felony conviction(s). The caseload is predominantly male at 88 percent.

The Department currently contracts with The Regents of the University of California, San Francisco (UCSF) for case management services provided at the CASC—a joint operation of APD, UCSF, and other service providers at the CASC.

### 2011 Criminal Justice Realignment

The Public Safety Realignment Act (AB 109) of 2011 transferred responsibility for supervising certain low-level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. According to the Department's Request for Qualifications (RFQ) for CASC service providers, the 2011 criminal justice realignment transferred responsibility in three key areas:

- **Location of Incarceration for Lower-Level Offenders** (specified non-violent, non-serious, non-sex offenders) transferred from state prison to local county jail, with an expanded role for post-release mandatory supervision;
- **Post-Release Supervision of Lower-Level Offenders** transferred from the state to the county level by creating a new category of supervision called post-release community supervision; and
- **Custody Responsibility** for clients on community supervision who may have committed another crime or failed to comply with the terms of their release and are therefore transferred to local county jail.

### Selection & Current Grant

The grant agreement with UCSF was procured after APD issued an RFQ in April 2022, seeking proposals from non-profit agencies to provide behavioral health and reentry services in seven service areas (listed below) through the Department's CASC. Six people served on the selection panel, including representatives from the following agencies: Department of Public Health; Office

of Economic and Workforce Development; District Attorney's Office; Department of Children, Youth and their Families; SFAPD; and a community member with experience in adult probation services.

The RFQ solicited non-profit organizations in the following seven service areas:

- Program Area 1: Clinical Case Management (Forensic Assertive Community Treatment) and Medication Management
- Program Area 2: Reentry Case Management
- Program Area 3: Mentoring
- Program Area 4: Life Skills
- Program Area 5: Psycho-Education/Outpatient Treatment Services
- Program Area 6: Group Facilitation and Reentry Support Networking
- Program Area 7: Outreach and Community Engagement

Agencies whose proposal received a total score of 70 points or more from the selection panel were determined to be pre-qualified agencies, meaning they are eligible for contract negotiations. UCSF responded to the RFQ for Program Areas 1 (Clinical Case Management and Medication Management), 2 (Reentry Case Management), and 5 (Psycho-Education/Outpatient Treatment Services) and was deemed pre-qualified for all three program areas. Responses for Program Areas 1, 2, and 5 were evaluated on the following four areas for a total of 100 points possible in each area.

- Organizational Overview (10 points)
- Work Plan (60 points)
- Staffing Structure (20 points)
- Budget Template (10 points)

For Program Area 1, UCSF's proposal received 95.33 points out of a total possible of 100 points and was the only non-profit organization to respond. Similarly, for Program Area 5, UCSF's proposal received 96.33 points and was the only non-profit organization to respond. In Program Area 2, a total of five organizations responded: UCSF, Bayview Senior Services, Felton Institute, Five Keys Schools & Programs, and Mentoring Men's Movement. The proposal from Mentoring Men's Movement received 64.67 out of 100 and was therefore deemed to be not pre-qualified. The other four proposals received scores of 70 or higher, and were all determined to be pre-qualified. UCSF scored the highest with 96.33 points out of a possible 100. In addition to contracting with UCSF for Program Area 2 (Reentry Case Management), the Department contracted with Bayview Senior Services to provide case management services to seniors under supervision by APD.

### **Contract History**

Following the RFQ, APD awarded UCSF a grant to fund the three service areas: clinical case management, reentry case management, and outpatient treatment. The original grant had a one-year term, from November 2022 through October 2023, and a value of \$3,379,590. In November 2023, APD amended the grant to extend the term through June 2025 and increase the value to \$9,333,302.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve the second amendment to the agreement between APD and UCSF for case management services. The amendment extends the grant term by two years, from June 30, 2025 to June 30, 2027, and increases the not-to-exceed amount by \$8,539,019 for a total amount not to exceed \$17,872,321.

**Services Provided**

The grant funds UCSF to provide case management for justice involved adults, including:

- reentry service referrals, admissions, and waitlist management
- intake assessments
- treatment planning
- medication support
- individual and group therapy for mental health, substance use, and life skills
- benefit enrollment

**Performance Monitoring**

The grant includes program compliance and outcome goals, detailed in Exhibit 1 below. As shown below, in FY 2023-24, APD's program review found that the program was in full compliance with all requirements for client files and had met compliance goals related to referral tracking, assessments, treatment plans, and caseload utilization during the year.

UCSF provided case management to a total of 231 unduplicated clients in FY 2022-23 and a total of 234 unduplicated clients in FY 2023-24.

The Department reports that it did not establish a data collection methodology to track the two performance metrics associated with program completion for FY 2022-23 and FY 2023-24. In FY 2024-25, results for the first two quarters show that both program completion metrics were met. Similarly, the participant satisfaction survey was not finalized and implemented until FY 2024-25 due to pandemic delays and staffing changes. In that year, 93 percent of participants in the first two quarters rated the program favorably. Otherwise, the other five metrics have been collected since FY 2022-23 and have all been met in each of the three fiscal years provided by the department (FY 2022-23 through FY 2024-25).



**Exhibit 1: UCSF Outcome Objectives for FY 2023-24**

Measure	Outcome	FY 2023-24 Actual
Referral Tracking	100% of referrals will be tracked on the SFAPD All Referrals Tracking document	100%
Assessments	100% of assessed clients will be assigned to the appropriate level of case management (clinical case management or reentry case management)	100%
Treatment Plans	100% of assessed (completed intake) case managed clients will receive an individual treatment plan	100%
Caseload Utilization	Clinical case management caseloads shall be at 15:1 ratio and will not drop below 90% capacity	97.5%
	Reentry case management caseloads shall be at 25:1 ratio and will not drop below 90% capacity	95.5%
Program Completion	60% of assessed (completed intake) clients assigned to clinical case management will complete phases 1-3	Not Tracked in FY 2023-24
	70% of assessed (completed intake) clients assigned to reentry case management will complete phases 1-3	Not Tracked in FY 2023-24
Participant Satisfaction Survey	A minimum of 85% of participants surveyed will rate the program as good or excellent	Not Tracked in FY 2023-24

Source: APD

**Fiscal and Compliance Monitoring**

The Department reports that they follow the Controller's Office fiscal monitoring program policies and guidelines. The Department also provided a copy of their internal financial policies and procedures; however, no specific financial monitoring form is required to be completed for the grant.

**FISCAL IMPACT**

The proposed resolution would increase the not-to-exceed amount of the grant by \$8,539,019 to \$17,872,321. However, when factoring the actual expenditures for FY 2022-23 and FY 2023-24, which were slightly less than budgeted, the Department would need to increase the grant by \$17,078,536, as shown in Exhibit 2 below. This is \$793,785 less than the Department is seeking. We recommend that the proposed resolution be amended to reflect the lower amount needed to extend the grantee's agreement for two additional fiscal years.

**Exhibit 2: UCSF Sources and Uses for Case Management Services**

	Actuals		Budget	Proposed		
	FY 2022-23 (Nov-June)	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total
SOURCES						
Community Corrections Performance Incentives (SB 678)	\$0	\$361,949	\$872,532	\$914,622	\$936,573	3,085,676
Realignment (AB 109)	400,000					400,000
General Fund	1,364,348	2,873,099	2,750,706	3,263,195	3,341,514	13,592,861
TOTAL*	1,764,348	3,235,048	3,623,237	4,177,817	4,278,087	17,078,536
USES						
Personnel	1,456,959	2,689,485	3,000,890	3,106,085	3,180,545	13,433,964
Operating Expenses	118,351	198,950	234,144	285,000	291,928	1,128,374
Subtotal	1,575,311	2,888,435	3,235,033	3,391,085	3,472,473	14,562,337
Indirect Cost (12%)	189,037	346,612	388,204	406,930	416,697	1,747,480
Contingency (10%)				379,802	388,917	768,719
TOTAL*	\$1,764,348	\$3,235,048	\$3,623,237	\$4,177,817	\$4,278,087	\$17,078,536

Source: APD

As shown in Exhibit 2, there are three funding sources for the grant, including General Fund, state realignment funds, and state funds to support effective supervision and treatment interventions known as Community Corrections Performance Incentives Act of 2009 (SB 678) funds. These revenues fund 21.70 full-time equivalent (FTE) positions at UCSF, including 14.00 FTE clinical social workers or social worker associates and a 0.50 FTE employment specialist; 5.60 FTE health care-related positions; and 1.60 FTE administrative positions.

**Actual Spending**

Spending was below budget in the initial eight months of the grant agreement, with UCSF spending 78 percent, or, \$1.8 million of the total budget of \$2.2 million. Expenditures were 91 percent of the budget in FY 2023-24, or, \$3.2 million out of \$3.5 million. Assuming UCSF fully spends the FY 2023-24 grant budget of \$3.6 million, plus actual and proposed spending on the grant, we expect the total grant authority needed to extend the agreement to be \$17,078,536. Therefore, we recommend APD reduce the not to exceed amount of the grant from \$17,872,321 to \$17,100,000 and the Board of Supervisors amend the resolution to reflect a new not to exceed amount of \$17,100,000.

**RECOMMENDATIONS**

1. Amend the proposed resolution to reduce the not-to-exceed amount to \$17,100,000.
2. Approve the resolution, as amended.

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

**SECOND AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**UNIVERSITY OF CALIFORNIA, SAN FRANCISCO  
(THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO  
CAMPUS**

**SECOND AMENDMENT**

**This AMENDMENT of the November 1, 2022 Grant Agreement** (the "Agreement") is dated as of July 1, 2025 **and** is made in the City and County of San Francisco, State of California, by and between **UNIVERSITY OF CALIFORNIA, SAN FRANCISCO (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 **ADULT PROBATION DEPARTMENT**.

RECITALS

**WHEREAS**, the Agreement was competitively procured as required through RFQ#APD2022-01 and this modification is consistent therewith; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, the Grant Agreement is being amended to update the not to-exceed-amount and extend the duration; and

**WHEREAS**, City and Grantee desire to execute this amendment to update the prior Agreement;

**NOW, THEREFORE**, City and Grantee agree to amend said Grant Agreement as follows:

**1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

**2. San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

**3. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:

**(a) 16.21 Compliance with Other Laws.**

*Section is hereby amended in its entirety to read as follows (changes in **bold**):*

16.21 Compliance with Other Laws.

(a) 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.

(b) **Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.**

(a) **Section 3.2 ("Duration of Term")** of the Grant Agreement currently reads as follows:

**3.2 Duration of Term.** The term of this Agreement shall commence on November 1, 2022, and expire on October 31, 2023, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

**3.2 Duration of Term.** The term of this Agreement shall commence on November 1, 2022, and expire on June 30, 2025, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

*Such section is hereby amended to read as follows (changes in **bold**):*

**3.2 Duration of Term.** The term of this Agreement shall commence on November 1, 2022, and expire on **June 30, 2027**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

- (a) **Section 5.1.** Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed Three million three hundred seventy-nine thousand five hundred Dollars (\$3,379,590).

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed NINE MILLION THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED AND TWO Dollars \$9,333,302.

THREE HUNDRED FIFTY-FOUR THOUSAND AND TWELVE Dollars (\$354,012) for the periods specified in Section 3.2 may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

*Such section is hereby amended to read as follows (changes in **bold**):*

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **SEVENTEEN MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED AND TWENTY-ONE Dollars (\$17,872,321).**

**SEVEN HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED AND EIGHTEEN Dollars (\$768,718)** for the periods specified in Section 3.2 may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

**(b) Appendix B – Definition of Eligible Expenses** of the Grant Agreement currently reads as follow;

#### **Appendix B-1--Definition of Eligible Expenses**

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

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office 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 supplying 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:

Expenditures	8 Month Budget (11/01/2022- 6/30/2023)	12 Month Budget (7/01/2023- 6/30/2024)	12 Month Budget (7/01/2024- 6/30/2025)	12 Month Budget (7/01/2025- 6/30/2026)	12 Month Budget (7/01/2026- 6/30/2027)	CONTRACT BUDGET Total
Personnel	\$ 1,888,721	\$ 2,931,631	\$ 3,000,890	\$ 3,106,085	\$ 3,180,545	\$ 14,107,872
Operating Expense	\$ 122,940	\$ 229,191	\$ 234,144	\$ 285,000	\$ 291,928	\$ 1,163,202
Subtotal	\$ 2,011,661	\$ 3,160,822	\$ 3,235,033	\$ 3,391,085	\$ 3,472,473	\$ 15,271,074
Indirect Percentage Rate not to exceed 12%	12.00%	12.00%	12.00%	12.00%	12.00%	
Indirect Cost	\$ 241,399	\$ 379,299	\$ 388,204	\$ 406,930	\$ 416,697	\$ 1,832,529
<b>Total Expenditures</b>	<b>\$ 2,253,060</b>	<b>\$ 3,540,121</b>	<b>\$ 3,623,238</b>	<b>\$ 3,798,015</b>	<b>\$ 3,889,170</b>	<b>\$ 17,103,603</b>
<b>CONTINGENCY</b>				\$ 379,802	\$ 388,917	\$ 768,718
<b>NTE+CONTINGENCY</b>	<b>\$ 2,253,060</b>	<b>\$ 3,540,121</b>	<b>\$ 3,623,238</b>	<b>\$ 4,177,817</b>	<b>\$ 4,278,086</b>	<b>\$ 17,872,321</b>

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

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

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

**CITY**  
**ADULT PROBATION DEPARTMENT**

By: \_\_\_\_\_  
**Cristel Tullock**  
**Chief Adult Probation Officer**

**Approved as to Form:**

David Chiu  
City Attorney

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

**GRANTEE:**

**UNIVERSITY OF CALIFORNIA, SAN**  
**FRANCISCO (THE REGENTS OF THE**  
**UNIVERSITY OF CALIFORNIA, ON**  
**BEHALF OF ITS SAN FRANCISCO**  
**CAMPUS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

City Vendor Number: \_\_\_\_\_



**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 ("Agreement") is made as of November 1, 2022, 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 ADULT PROBATION DEPARTMENT ("Department"),

**RECITALS**

**WHEREAS**, Grantee has applied to the Department for a RFQ#APD2022-01 COMMUNITY ASSESSMENT AND SERVICES CENTER grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

- Program Area 1: Clinical Case Management (Forensic Assertive Community Treatment) and Medication Management
- Program Area 2: Reentry Case Management
- Program Area 5: Psycho-Education/Outpatient Treatment Services

**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 acknowledged, the parties 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) **"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 with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

- (c) **"Budget"** shall mean the budget attached hereto as part of Appendix B.
- (d) **"Charter"** shall mean the Charter of City.
- (e) **"Contractor"** shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) **"Controller"** shall mean the Controller of City.
- (g) **"Eligible Expenses"** shall have the meaning set forth in Appendix A.
- (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 which all or any portion of this Agreement is in effect.
- (k) **"Funding Request"** shall have the meaning set forth in Section 5.3(a).
- (l) **"Grant"** shall mean this Agreement.
- (m) **"Grant Funds"** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) **"Grant Plan"** shall have the meaning set forth in Appendix B.
- (o) **"Indemnified Parties"** shall mean: (i) City, including the Department 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.

**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 Department. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. 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.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

**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.

**2.5 Maximum Costs.** 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 provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds 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.

### **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 Department has notified Grantee thereof in writing.

**3.2 Duration of Term.** The term of this Agreement shall commence on November 1, 2022 and expire on October 31, 2023, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

**4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, 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.**

(a) **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

(b) **Grantor Vaccination Policy.**

1. Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors and Grantees issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

2. A Contract or Grant subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor/Grantee or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract or Grant includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract or

Grant does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

3. In accordance with the Contractor Vaccination Policy, Grantee agrees that:

(i) Where applicable, Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Grantee an exemption based on medical or religious grounds; and

(ii) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to "Exemptions" to download the form).

**4.3 Reserved**

**4.4 Reserved**

**4.5 Publications and Work Product.**

(a) Grantee reserves the right to publish the results of the work performed under this Agreement, with due regard to the protection of City's confidential information. Grantee will submit the manuscript of any proposed publication to Sponsor at least thirty (30) days before publication, and understands and agrees that City has the right to review and comment upon the publication in order to protect City's confidential information. If City notifies grantee that the publication discloses City's confidential information, grantee will not publish that information. Upon City's request, publication will be delayed up to sixty (60) additional days to enable City to secure adequate protection of proprietary property of City that would be affected by said publication.

(b) 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 Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the 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 Three million three hundred seventy-nine thousand five hundred Dollars (\$3,379,590).

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget 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 Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each month.

**5.4 State or Federal Funds**

(a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix G, "State/Federal Funding Terms."

**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 Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

**6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

**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 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

**6.5 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.

**6.6 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.

**6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by 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.

**6.8 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. 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.

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



## 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 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.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

**8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof

**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.**

Grantee shall indemnify, protect, defend and hold the 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. City shall indemnify, protect, defend 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 negligent or intentional acts or omissions of City, its officers, agents or employees.

### **9.2 Duty to Defend; Notice of Loss.** Reserved

### **9.3 Incidental and Consequential Damages.** Reserved.

### **9.4 LIMITATION ON LIABILITY OF CITY.** Reserved

## **ARTICLE 10 INSURANCE**

**10.1 Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

**10.2 Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

**10.3 Additional Requirements for All Policies.** All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

**10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

**10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

**10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

**10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

**10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

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

## ARTICLE 11

### EVENTS OF DEFAULT AND REMEDIES

**11.1 Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

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

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

**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.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(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, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City 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 Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

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

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

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

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 incurred at the request of City pursuant to this section.

**11.4 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 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.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect

such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

**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 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 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 covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

**12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

## **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 Subcontracting.** If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

**13.4 Grantee Retains Responsibility.** Grantee shall 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 Department 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 may be sent by U.S. mail or e-mail, and shall be addressed as follows:):

If to the Department or City:     ADULT PROBATION DEPARTMENT  
  945 BRYANT STREET  
  San Francisco, CA 94103  
  Attn: STEVE ADAMI

If to Grantee:                         CONNIE REVORE  
  982 MISSION STREET BOX 1385  
  San Francisco, CA 94103  
  Attn: CONNIE REVORE

WITH COPY TO:                       GOVERNMENT CONTRACTS  
  490 Illinois St., 4<sup>th</sup> Floor  
  San Francisco, CA 94143  
  Attn: CATHERINE LAGARDE

Any notice of default must be sent by registered mail.

**15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

**15.3 Change of Address.** 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 Reserved.**

**16.2 Nondiscrimination; Penalties.**

(a)     **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.



(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

### 16.3 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.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

**16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

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

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

**16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In

the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

**16.12 Preservative-treated Wood Containing Arsenic.** Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

#### **16.13 Reserved (Working with Minors)**

**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.** If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

#### **16.16 Consideration of Criminal History in Hiring and Employment Decisions.**

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section.

Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

**16.17 Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

**16.18 Reserved. Slavery Era Disclosure.**

**16.19 Distribution of Beverages and Water.**

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

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

**16.20 California Attorney General's Registry of Charitable Trusts.** Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees to remain in good standing with applicable requirements shall be a material breach of this Agreement.

**16.21 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 Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department 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 Department 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 Department 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.** 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.

**17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

**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 and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Services to be provided by Grantee
- Appendix B, Calculation of Charges
- Appendix C, Reserved
- Appendix D, Interests in Other City Contracts

**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 4.3	Ownership of Results.	Article 12	Disclosure of Information and Documents
Section 6.4	Financial Statements.		
Section 6.5	Books and Records.	Section 13.4	Grantee Retains Responsibility.
Section 6.6	Inspection and Audit.		
Section 6.7	Submitting False Claims; Monetary Penalties	Section 14.3	Consequences of Recharacterization.
Article 7	Taxes	This Article 17	Miscellaneous
Article 8	Representations and Warranties		
Article 9	Indemnification and General Liability		
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 Reserved (Dispute Resolution Procedure).**

**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 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

**CITY**

ADULT PROBATION DEPARTMENT

DocuSigned by:  
*Cristel Tullock, Chief Adult Probation Officer*  
By: CBB3D692B399444...  
Cristel Tullock  
Chief Adult Probation Officer

**Approved as to Form:**

David Chiu  
City Attorney

DocuSigned by:  
*Jana Clark, Deputy City Attorney*  
By: C55BEA64595E442...  
Jana Clark  
Deputy City Attorney

**GRANTEE:**

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

DocuSigned by:  
*Catherine Lagarde*  
By: E4F985F8690B4AD...  
Catherine Lagarde  
Contract Officer

Federal Tax ID #: 94-6036493

City Supplier Number: 0000009023

Appendix A  
Services to be provided by Grantee

**I. Program Definitions**

<b>APD:</b> Refers to the City and County of San Francisco Adult Probation Department. Also referred as APD, and SFADP.
<b>ANSA:</b> 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.
<b>CASC:</b> Community Assessment and Services Center, a Reentry Services Center of SFAPD.
<b>Case Management:</b> The total provision of services that addresses the needs of the Participant to function at their best level in the community, often coordinating appropriate services and support.
<b>Case Manager:</b> 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.
<b>CBT:</b> Cognitive Behavioral Therapy.
<b>City:</b> City and County of San Francisco; for this Program, will consist of the Adult Probation Department (SFAPD).
<b>City's Contract Manager:</b> Steve Adami.
<b>Client:</b> Individuals referred to services by SFAPD, under SFAPD supervision or meets the definition of justice-involved.
<b>COMPAS:</b> 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).
<b>CORI:</b> Criminal Offender Record Information.
<b>DPO:</b> Deputy Probation Officer of the San Francisco Adult Probation Department.
<b>FACT:</b> Forensic Assertive Community Treatment.
<b>Grantee:</b> Regents of University of California.
<b>Grantee's Program Manager:</b> Westley Rutter.
<b>ITRP:</b> Individualized Treatment and Reentry Plan.



<b>Justice-Involved (JI):</b> San Francisco residents who are currently under supervision with the SFAPD, state parole, federal probation, participating in San Francisco collaborative courts, or other San Francisco residents who have a criminal history.
<b>Medication Support:</b> Services which includes the 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.
<b>Participant:</b> Justice involved individuals enrolled in the CASC/Citywide Program provided under this agreement.
<b>POM:</b> Policy and Operations Manual, a manual outlining the program's policies.
<b>Program:</b> CASC Case Management, Medication Management, and Outpatient Treatment.
<b>SFAPD:</b> San Francisco Adult Probation Department. Also referred to as APD.
<b>Sprokit:</b> A technology based application (App) to be piloted by Grantee with SFAPD clients/Program participants, who will be using the App to earn incentives and track Program progress and contingency management for drug use.
<b>Treatment Plans:</b> A comprehensive reentry plan developed collaboratively by a case manager and client that includes measurable objectives and interventions related to criminogenic needs and community functioning factors.
<b>UCSF/Citywide CASC Team:</b> Team, which manages and operates the Community Assessment and Services and is the principal SFAPD funded case management provider.

## II. Introduction

The Grantee will manage the following services at the CASC:

- Clinical and Reentry Case Management
- Medication Management
- Psycho-Education/Outpatient Services

## III. Roles and Responsibilities

### A. City's Program Manager Roles and Responsibilities

1. 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
2. Review and approve monthly cost reimbursement requests.
3. 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.

***The City's tasks of overseeing, coordinating and ensuring compliance, including but not limited to the City's issuance of a "Notice of Contract Operations Requirements – Review and Action" (Attachment A) 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.***

### B. Grantee's Program Manager Roles, Responsibilities, and Main Tasks

1. 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 respond to any identified performance improvement opportunities communicated by the City's Program Manager.
2. Be responsible for meeting Grantee's obligations under the Agreement.
3. Participate in a program evaluation in partnership with SFAPD and any other SFAPD funded evaluation partners.
4. Participate and ensure Grantee's Team participation in operations and programmatic audits conducted by City's Program Manager.
5. Track all Program deliverables, milestones, processes, and documents and provide regular updated Program documentation to reflect and report on the most current Program status.
6. Provide SFAPD with a phone and email list of all Program staff and updated versions on and ongoing basis.

### C. Program Management and Communication

1. Meetings with the City's Program Manager at minimum once per month, or as deemed necessary by SFAPD – meetings may also include all Program staff and Participants.
2. 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.
3. When applicable, contact the Client's Probation Officer/Parole Agent prior to terminating the Clients from the Program, unless there is an extreme circumstance in which a Client is of immediate threat of harm to self or others.

4. When applicable, communicate with the Probation Officer when there are challenges with the Participant and when the Participant successfully or unsuccessfully exits the program.
5. Provide responses to any written, electronic or telephonic communication from SFAPD within 2 business days.

**D. Hiring and Staffing Changes**

Grantee shall be responsible for recruiting, training and supervising Grantee staff. The minimum age requirement for any employed staff is 18 years of age. 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 Subgrantees 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.”

**UCSF/CASC Program Director Qualification:**

The UCSF/CASC Program Director shall 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.

**CASC Clinical/Intensive Case Manager Qualifications:**

Clinical/Intensive Case Managers should be at a minimum a Master’s Level Clinical Social Worker (MSW), Master’s Level Marriage and Family Therapist (AMFT), or other equivalent degree. All Master’s Level clinicians are required to register with the CA Board of Behavioral Sciences and be working towards licensure.

**Reentry Case Manager Qualifications:**

Reentry Case Managers will meet the Minimum Qualifications of a Bachelors level professional (BA/BS degree in Social Work or related field) and one year of related experience or equivalent combination of education and experience in the field of mental illness or criminal justice case management.

**IV. Program Approach**

The SFAPD provides services that are evidence based, gender responsive, and trauma informed. Grantees shall approach the delivery of services described in this Agreement with this framework and should specifically refer to the National Institute of Corrections’ [eight evidence-based principles](#) for effective intervention within community corrections.

Additionally, the Grantee shall approach service delivery through 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.

## V. General Description of Work

The City and County of San Francisco Adult Probation Department (SFAPD) supervises and supports adults sentenced to community supervision and diversion programs, and provides comprehensive reports to the Court to inform sentencing and community supervision decisions. The SFAPD achieves excellence in community corrections, public safety, and public service through the integration of evidence-based practices and victim centered supervision strategies. By prioritizing racial equity and collaboration with the Courts, community-based organizations, City partners, victim organizations, and justice system stakeholders, the SFAPD provides a unique blend of justice, community support, and treatment that is equitable for all. SFAPD is committed to addressing the complex behavioral health needs of individuals by providing holistic and client-centered reentry services, which promote autonomy and sustainable life changes. The SFAPD values the diversity of its clients and invests in their success by providing a continuum of reentry services designed to address their individual needs and help them permanently exit the criminal justice system.

### Target Population:

The Program target population for the purpose of this Agreement shall be:

- Clinical and Reentry Case Management Services: Clients of the SFAPD and on a case by case basis, other justice involved adults who are San Francisco residents.
- Medication Management: Clients of the SFAPD who are enrolled in UCSF/Citywide clinical or reentry case management services.
- Groups/Classes: Any justice involved adult who is a San Francisco resident. When at capacity, the priority will be clients of SFAPD.
- Psycho-Education/Outpatient Services: Clients of the SFAPD and other justice involved adults.

#### A. Referral, Admissions, Waitlist Management

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, other justice involved people may be considered. The Grantee's Program Director shall receive all referrals and assign the client to the appropriate level of care (clinical vs. reentry). All client information will be tracked in the CASC's program database. All case managed Clients will receive a secondary assessment per the Adult Needs and Strengths Assessment (ANSA) or other agreed upon tool.

#### B. Intake and Comprehensive Assessment

The Grantee's team or other appropriate clinical staff will conduct a comprehensive assessment to determine the needs of the Participant. Each Participant shall complete all required intake documentation (Release of Information, HIPAA, Consent to Treatment, Grievance Policy, etc.).

#### C. Forensic Assertive Community Treatment/Case Management

**Clinical Case Management and Medication Management:** The Grantee shall manage a Forensic Assertive Community Treatment (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's FACT model of services shall engage Clients who:

1. Have severe mental illness, which may include the following diagnoses: co-occurring disorders, personality disorders, psychosis, general anxiety/mood disorders, and PTSD.
2. Have substance dependency that has negatively impacted the individual's life.
3. Have come into contact with the criminal justice system.

Key components of Grantee's FACT model should include:

1. Outreach and Engagement:
  - a. Outreach in the San Francisco County Jail and courtrooms, and community.
  - b. Close collaboration with SFAPD/Deputy Probation Officers (DPO).
  - c. 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.
2. Intake & Secondary Assessments
  - a. Review COMPAS Results and ITRP (as applicable, provided by SFAPD).
3. Individualized Treatment Planning
4. Medication Support
5. Integrated Services and Managed Care
6. Life Skills
  - a. Family Involvement
  - b. Recovery and Resiliency
  - c. Cultural, Linguistic & Gender Responsiveness

**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. Key components include:

1. Outreach and Engagement:
  - a. Outreach in the San Francisco County Jail and courtrooms, and community
  - b. Close collaboration with SFAPD/Deputy Probation Officers (DPO)
  - c. 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.
2. Intake & Secondary Assessments
  - a. Review COMPAS Results and ITRP (as applicable, provided by SFAPD).
3. Individualized Treatment Planning
4. Medication Support
5. Integrated Services and Managed Care
6. Life Skills
  - a. Family Involvement
  - b. Recovery and Resiliency
  - c. Cultural, Linguistic & Gender Responsiveness

#### D. CASC Groups and Classes

The Grantee shall create and manage an array of onsite and virtual groups and classes for justice involved adults. The CASC's groups and classes shall address the criminogenic and behavioral health needs of Clients. They shall include Cognitive Behavioral Interventions (CBT), Dialectical Behavior Therapy (DBT), as well as an array of trauma informed, culturally responsive services.

**E. CASC Reentry Program for Case Managed Clients**

CASC case managed clients shall be required to participate in the following program phases, which shall be developed and maintained by grantee:

CASC Program Phases		
Clinical Case Management		
Phase	Time	Key Learning Objective
1	1-3 Months	Criminogenic Risk Reduction
2	3-9 Months	Life Skills
3	4-12 Months	Community Integration
4	Case by Case	Aftercare
Reentry Case Management		
Phase	Time	Key Learning Objective
1	1-2 Months	Criminogenic Risk Reduction
2	2-4 Months	Life Skills
3	3-6 Months	Community Integration
4	Case by Case	Aftercare

Grantee shall ensure that clients meet the following objectives in the phases as indicated:

**1. Clinical Case Management**

**a. Phase 1: Criminogenic Risk Reduction (1-3 months)**

Clients will complete 4 out of 7 (57% of objectives)

- i. Client is assigned to services based on level of risk.
- ii. Client is assessed for comprehensive needs
- iii. Client will attend a case conference with DPO to understand legal mandates and expectations
- iv. Client receives individualized trauma-informed Treatment Plan
- v. Client will attend min 4 1:1 treatment meetings
- vi. Client and CM will create a crisis management plan
- vii. Client will receive medication evaluation if appropriate

**b. Phase 2: Life Skill (3-9 Months)**

Clients will complete 4 out of 7 (57% of objectives)

- i. Client will engage in medication management (if applicable)
- ii. Client will make progress towards min 2 treatment plan goals that meet criminogenic needs
- iii. Applied for necessary documents (ID, SS card, immigration docs etc.)
- iv. Obtained health insurance
- v. Has started process to secure income (GA, SSI, employment, stipend)
- vi. Maintains weekly contact with treatment team
- vii. Client has a relapse plan to decrease substance use or mental health symptoms

**c. Phase 3: Community Integration (4-12 Months)**

Clients will complete 4 out of 7 (57% of objectives)

- i. Maintain income via benefits and/or employment
- ii. Increased number of days in safe housing in the community
- iii. Participated in at least 15 number of hours of a wellness and recovery activity (i.e. group attendance, education/training, therapy, or community service)
- iv. Maintain good legal standing with courts/APD
- v. Identify supports and services needed upon graduation
- vi. Maintain contact with treatment team as needed
- vii. Client has reduced reliance on emergency services

**d. Phase 4: Aftercare**

Clients will enter Phase 4 once they complete Phase 3

- i. Clients may remain on Clinical Case Management while they are on probation. Once probation terminates, the Client may remain on the case load until they are successfully transitioned to an Intensive Case Management program.
- ii. Clients will follow treatment plan

**2. Reentry Case Management**

**a. Phase 1: Criminogenic Risk Reduction (1-2 months)**

Clients will complete 4 out of 6 (66% of objectives)

- i. Client is assigned to services based on level of risk.
- ii. Client is assessed for comprehensive needs
- iii. Client receives individualized trauma-informed Treatment Plan
- iv. Client will attend min 2 1:1 meetings with CM
- v. Client will identify min 2 groups that meet criminogenic needs if appropriate
- vi. Client will attend a case conference with DPO to understand legal mandates and expectations

**b. Phase 2: Life Skills (2-4 Months)**

Clients will complete 5 out of 8 (62% of objectives)

- i. Applied for necessary documents (ID, SS card, immigration documents etc.)
- ii. Obtained health insurance
- iii. Has started process to secure income (GA, CalFresh, SSI, employment, stipend)
- iv. Complete at least one treatment plan goal that meets a criminogenic need (i.e. increasing income, stabilizing housing, maintaining sobriety)
- v. Maintain bi-monthly contact with CM
- vi. Increased number of days in safe housing in the community
- vii. Client has a relapse plan to decrease substance use and criminogenic risks
- viii. Client creates a budgeting tool

**c. Phase 3: Community Integration (3-6 Months)**

Clients will complete 3 out of 6 (50% of objectives)

- i. Maintain income via benefits and/or employment
- ii. Obtain stable housing (transitional/residential treatment/permanent)
- iii. Participate in at least 15 hours of a wellness and recovery activity (i.e. group attendance, education/training, therapy, or community service)
- iv. Maintain good legal standing with courts/APD
- v. Identify supports and services needed upon graduation
- vi. Maintain at minimum, bi-monthly contact with case manager

**d. Phase 4: Aftercare**

Clients will enter Phase 4 once they complete Phase 3

- i. Clients may remain on Clinical Case Management while they are on probation. Once probation terminates, the Client may remain on the case load until they are successfully transitioned to Case management program, if necessary.
- ii. Clients will follow treatment plan

F. Psycho-Education/Outpatient Treatment

UCSF/Citywide shall provide Substance Abuse Outpatient Treatment (STOP) to APD and other justice involved individuals.

**VI. Administrative Requirements**

A. Contract Operations Requirements

The Grantee is expected to submit all reports, data tracking documents, and invoices as defined in Appendix A (Scope of Work) and Appendix B (Calculation of Charges).

Additionally, the Grantee shall adhere to the agreed upon budget, not overspend line items without prior approval from the City's Program Manager, work collaboratively to execute budget modifications and contract amendments, attend check-ins with the City's Program Manager, adhere to all communication protocols, and proactively promote the program's services.

The City's tasks of overseeing, coordinating and ensuring compliance, including but not limited to the City's issuance of a "Notice of Contract Operations Requirements – Review and Action" (Attachment A) 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.

The City's Program Manager will monitor program utility and performance, as well as the following areas:

1. Submission of reports
2. Submission of data tracking documents
3. Submission of invoices
4. Adherence to the program's budget
5. Adherence to communication protocols
6. Execution of contract amendments and budget modifications
7. Collaborative program check-ins

If the requirements of the contract are not met, the City's Program Manager will issue a "Notice of Contract Operations Requirements - Review and Action" (Attachment A), which identifies contract challenges and requires immediate action. Grantee shall respond to any requirements listed in the "Notice of Contract Operations Requirements" by the required date.

B. Participant File



The Grantee shall ensure the confidentiality of Participant records and information in accordance with all local, state and federal codes. The files shall be located in a locked 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 Participant information will also be protected by unique passwords. Electronic Participant files will be held to the same security standard as hard copy files.

Any persons not abiding by these codes and requirements may be criminally liable for unauthorized disclosure of Criminal Offender Record Information (CORI). In addition, the unauthorized disclosure of Participant's' medical records, including any records regarding drug or alcohol abuse may result in additional civil and criminal penalties.

The Grantee shall have written procedures for the release of case file information to include:

1. The Participant's signed and dated Release of Information Form.
2. The name of the person, agency or organization to whom the information was released.
3. The signature of the employee who released the information and date of release.
4. Written approval from SFAPD before releasing client case file information.
5. Cybersecurity Agreement – Sufficient data security controls in place to meet the City's Cybersecurity requirements.

C. Program Reporting/Data Collection

Grantee's Program Team shall:

1. Provide data and information, as requested and as defined by SFAPD. Requested Program data may include Participant's demographic information, and services provided as defined in this agreement.
2. 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.
3. Coordinate Program data collection and evaluation efforts as requested by SFAPD.
4. 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 Participant information.

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

1. Monthly Census (Attachment B): Due on the 1st of each month
2. Program Report (Attachment C): Submitted per the following reporting schedule:
  - July 1 – December 31 (Q1/Q2): Due on February 1
  - January 1 – June 30 (Q3/Q4): Due on August 1

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.

**VII. Performance Measurements:**

Grantee shall deliver services consistent with the following performance measurements:

A. Compliance:

1. 100% of referrals will be tracked on the SFAPD All Referrals Tracking document
2. 100% of assessed Clients will be assigned to the appropriate level of case management (clinical case management/reentry case management).
3. 100% of assessed (completed intake) case managed Clients will receive an individual treatment plan.
4. Clinical Case Management caseloads shall be at 15:1 ratio.
5. Reentry Case Management caseloads shall be at 25:1 ratio.
6. Clinical and Reentry caseloads will not drop below 90% capacity.

**B. Outcomes:**

1. 60% of assessed (completed intake) Clients assigned to Clinical Case Management will complete Phases 1-3.
2. 70% of assessed (completed intake) Clients assigned to Reentry Case Management will complete Phases 1-3.
3. A minimum of 85% of participants surveyed will rate the program as Good or Excellent.

**VIII. Department Liaison**

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

**Attachments:**

Attachment A - "Notice of Contract Operations Requirements – Review and Action"

Attachment B - Monthly Census

Attachment C - Program Report

## Appendix B--Definition of Eligible Expenses

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;
- (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 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 supplying 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	
March 6, 2023 UCSF/Citywide	
Program Term: November 1, 2022- October 31, 2023	
Expenditures	12 Month Budget
Personnel	\$ 2,833,082
Operating Expense	\$ 184,409
Subtotal	\$ 3,017,491
Indirect Percentage Rate not to exceed 12%	12%
Indirect Cost	\$ 362,099
<b>Total Expenditures</b>	<b>\$ 3,379,590</b>

**Appendix C – Reserved Appendix D--Interests In Other City Contracts**

City Department or Commission	Date of Contract	Amount of Contract

## **Appendix E--Permitted Subgrantees**

***NONE.***

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

**FIRST AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**UNIVERSITY OF CALIFORNIA, SAN FRANCISCO  
(THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
ON BEHALF OF ITS SAN FRANCISCO CAMPUS)**

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**FIRST AMENDMENT**

**This AMENDMENT of the November 1, 2022 Grant Agreement** (the "Agreement") is dated as of **November 1, 2023 and** is made in the City and County of San Francisco, State of California, by and between **UNIVERSITY OF CALIFORNIA, SAN FRANCISCO (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 **ADULT PROBATION DEPARTMENT**.

RECITALS

**WHEREAS**, the Agreement was competitively procured as required through RFP#APD2022-01 and this modification is consistent therewith; and

**WHEREAS**, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

**WHEREAS**, the Grant Agreement is being amended to update the not to-exceed-amount, extend the duration, and revise Appendix B; and

**WHEREAS**, City and Grantee desire to execute this amendment to update the prior Agreement;

**NOW, THEREFORE**, City and Grantee agree to amend said Grant Agreement as follows:

**1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

**2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:

**(a) Section 3.2 ("Duration of Term")** of the Grant Agreement currently reads as follows:

**3.2 Duration of Term.** The term of this Agreement shall commence on November 1, 2022 and expire on October 31, 2023, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

*Such section is hereby amended to read as follows (changes in **bold**):*

**3.2 Duration of Term.** The term of this Agreement shall commence on November 1, 2022 and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

**(b) Section 5.1.** Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed Three million three hundred seventy-nine thousand five hundred Dollars (\$3,379,590).

*Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **NINE MILLION THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED AND TWO** Dollars (\$9,333,302).

**THREE HUNDRED FIFTY FOUR THOUSAND AND TWELVE Dollars (\$354,012) for the periods specified in Section 3.2 may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

**(c) Appendix B – Definition of Eligible Expenses** of the Grant Agreement currently reads as follows:

#### **Appendix B--Definition of Eligible Expenses**

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;
- (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 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 supplying 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	
<b>March 6, 2023</b>	<b>UCSF/Citywide</b>
Program Term: November 1, 2022- October 31, 2023	
Expenditures	<b>12 Month Budget</b>
Personnel	\$ 2,833,082
Operating Expense	\$ 184,409
Subtotal	<b>\$ 3,017,491</b>
Indirect Percentage Rate not to exceed 12%	12%
Indirect Cost	<b>\$ 362,099</b>
<b>Total Expenditures</b>	<b>\$ 3,379,590</b>

*Such section is hereby deleted and replaced in its entirety to read as follows (**new text in bold**):*

#### **Appendix B-1--Definition of Eligible Expenses**

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

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office 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 supplying 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			
UCSF/Citywide			
Program: Community Assessment and Services Center (CASC)			
Expenditures	8 Month Budget (11/01/2022- 6/30/2023)	12 Month Budget (7/01/2023- 6/30/2024)	12 Month Budget (7/01/2024- 6/30/2025)
Personnel	\$ 1,888,721	\$ 2,931,631	\$ 2,992,803
Operating Expense	\$ 122,940	\$ 229,191	\$ 168,019
Subtotal	\$ 2,011,661	\$ 3,160,822	\$ 3,160,822
Indirect Percentage Rate not to exceed 12%	12%	12%	12%
Indirect Cost	\$ 241,399	\$ 379,299	\$ 379,299
Total Expenditures	\$ 2,253,060	\$ 3,540,121	\$ 3,540,121

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY**  
**ADULT PROBATION DEPARTMENT**

**GRANTEE:**  
**UNIVERSITY OF CALIFORNIA, SAN FRANCISCO**  
**(THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO CAMPUS)**

DocuSigned by:  
By: Cristel Tullock, Chief Adult Probation Officer  
Cristel Tullock  
Chief Adult Probation Officer

DocuSigned by:  
By: Catherine Lagarde, Contracts and Grants Officer  
Catherine Lagarde  
Print Name: Catherine Lagarde

Title: Contract Officer

**Approved as to Form:**

Federal Tax ID #: 94-6036493

David Chiu  
City Attorney

City Vendor Number: 0000009023

DocuSigned by:  
By: Jana Clark, Deputy City Attorney  
Jana Clark  
Deputy City Attorney



## City and County of San Francisco Adult Probation Department



### REQUEST FOR QUALIFICATIONS (RFQ) COMMUNITY ASSESSMENT SERVICES CENTER (CASC) RFQ#APD2022-01

This RFQ can be viewed on the Adult Probation Department website at: <https://sfgov.org/adultprobation/requests-proposals>.  
Check the Adult Probation Department website for latest schedule and other updates.

#### BACKGROUND

The Adult Probation Department (hereinafter, "SFAPD" or "City") supervises adults on probation, post-release community supervision, and mandatory supervision, provides reports to the Superior Court to inform sentencing decisions, and connects clients with specialized services designed to increase well-being and reduce recidivism. SFAPD's mission is to "Protect and Serve the Community, Further Justice, Inspire Change, and Prioritize Racial Equity so that all People May Thrive". This mission is achieved through the implementation and use of evidence-based supervision practices, including collaboration with the Courts, Community-Based Organizations, Community Corrections Partnership, District Attorney, Reentry Council, Sentencing Commission, Sheriff, Police, Public Defender and other City Departments. SFAPD strives to: increase public safety through effective engagement with clients on supervision; provide services that support client needs; reduce victimization; improve client well-being; and reduce recidivism.

**It is the intent of the SFAPD ("City") to seek Proposals from qualified 501c3 non-profit agencies to provide behavioral health and reentry services through its Community Assessment and Services Center (CASC). The CASC is a behavioral health focused, one-stop clinical reentry center that provides a wide range of community services to clients of the SFAPD and other justice involved San Francisco residents. The CASC will be a joint operation of the SFAPD and the Grantees selected through this RFQ.**

Each Proposer must demonstrate that it meets the Minimum Qualifications to be considered.

#### RFQ SCHEDULE (Dates are subject to change)

Request for Qualifications (RFQ) Issuance	4/22/2022
Pre-Proposal Video Conference	4/27/2022 (1-2pm PT), <a href="https://us02web.zoom.us/j/82786287334">https://us02web.zoom.us/j/82786287334</a>
Deadline for Questions	4/27/2022 (5pm PT)
Answers and Clarification Available	5/2/2022
Deadline to Submit Proposals	5/25/2022 (12pm PT)
Notice of Pre-Qualification Release	6/13/2022
Contract Administrator	Elisa Baeza, <a href="mailto:elisa.baeza@sfgov.org">elisa.baeza@sfgov.org</a>

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## **Introduction**

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### **1.1. Intent of this RFQ**

This Request for Qualifications (hereinafter “RFQ”) is being issued by the San Francisco Adult Probation Department (hereinafter, “SFAPD” or “City”).

It is the intent of the SFAPD to seek Proposals from qualified 501c3 non-profit agencies to provide behavioral health and reentry services through its Community Assessment and Services Center (CASC). The CASC is a behavioral health focused, one-stop clinical reentry center that provides a wide range of community services to clients of the SFAPD and other justice involved San Francisco residents. The CASC will be a joint operation of the SFAPD and the Grantees selected through this RFQ.

### **1.2 Anticipated Grant Agreement(s) Term**

Proposers pre-qualified under this RFQ will remain eligible for consideration for Grant Agreement negotiations on an as-needed basis for two (2) years from the Pre-Qualification Notification date. 501c3 non-profit agencies pre-qualified under this RFQ are not guaranteed an award.

Grant Agreement terms shall be for two (2) years with an option to extend the term for an additional three (3) years, for a total of five (5) years - subject to City approval. The SFAPD has the sole and absolute discretion to exercise this option, and reserves the right to enter into Grant Agreements of a shorter duration. Grant Agreement terms may begin in FY22-23 - subject to funding availability. At its sole discretion, the SFAPD may make multiple awards. The SFAPD also reserves the right to not award any Grant Agreement(s) under this RFQ.

### **1.3. Estimated Granting Authority**

The projected annual amount is \$15,000,000 for all combined awarded Grants, and is contingent on total funds available and on Grant Agreement(s) negotiations.

### **1.4. Indefinite Quantity, As-Needed Grant Agreement**

A Grant Agreement(s) awarded pursuant to this RFQ will result in a term, indefinite quantities, as-needed Grant Agreement(s). There is no guarantee of a minimum amount of goods or services for any of the Proposers selected for Grant Agreement(s) negotiations or for the awarded Proposer. Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the Grant Agreement(s). Estimated quantities, if any, stated in this RFQ are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City may also make purchases of items awarded pursuant to this RFQ from other suppliers when City determines, in its sole discretion that it is in the best interest of the City to do so.

### **1.5. Cooperative Agreement**

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this RFQ to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any Grant Agreement(s) awarded pursuant to this RFQ (SF Administrative Code, Section 21.16).

### **1.6. Public Disclosure**

All documents under this RFQ process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Grant Agreement(s)s, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a Grant Agreement(s) has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a Grant Agreement(s) or other benefit until and unless that person or organization is awarded the Grant Agreement(s) or benefit.

If the City receives a Public Records Request (“Request”) pertaining to this RFQ, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production



("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

### **1.7. Limitation on Communications During RFQ**

From the date this RFQ is issued until the date the competitive process of this RFQ is completed (either by cancelation or final Award), Proposers and their subgrantees, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this RFQ. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this RFQ – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFQ.

### **1.8. Pre-Proposal Video Conference**

The Pre-Proposal Video Conference will begin at the time specified in the schedule on the cover sheet of this RFQ. Proposers' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a Grant Agreement(s) awarded pursuant to this RFQ. Any change or addition to the requirements contained in this RFQ as a result of the Pre-Proposal Conference will be executed by a written Addendum to this RFQ. It is the responsibility of the Proposer to check for any Addendum to this RFQ or other pertinent information posted on the Adult Probation Department website at: <https://sfgov.org/adultprobation/requests-proposals>.

Pre-Proposal Video Conference login information is below:

Zoom Meeting: <https://us02web.zoom.us/j/82786287334>

Meeting ID: 827 8628 7334

One tap mobile

+16699009128,,82786287334# US (San Jose)

+12532158782,,82786287334# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

### **1.9. Pre-Submission Questions and Requests for Clarification**

Proposers are directed NOT to contact any employees, agents, or officials of the City other than those specifically designated in this RFQ and its Attachments.

Questions or Requests for Clarification will only be accepted by e-mail to [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org) until the Deadline for Questions indicated in the cover page of this RFQ.

Questions about compliance with the City's supplier requirements may still be asked and answered by the contacts designated in this RFQ.

There is no deadline to submit questions related to compliance with the City's supplier requirements. A summary of the clarifications, questions, and answers pertaining to this RFQ will be posted on this website: <https://sfgov.org/adultprobation/requests-proposals>.

## 2 Background

### 2.1 Terms and Acronyms Used in this RFQ

<b>TERM</b>	<b>DEFINITION</b>
<u>ACT</u>	Assertive Community Treatment
<u>Assessment</u>	A service that is based on a method of interview, observation, and analysis. This service may include a clinical analysis of the history and current status of a client or patient's mental, emotional, or behavior disorder, substance dependency history, relevant cultural issues and history, trauma history, diagnosis, and the use of assessment tools.
<u>Attachment(s) or RFQ Attachment(s)</u>	Each document/template that must be used by the Proposer to respond to this RFQ. In addition to this main RFQ document, there are seven Attachments that are considered part of the RFQ package.
<u>Agreement</u>	The binding legal document resulting from this RFQ process. Also known as Contract.
<u>APD or Department</u>	City and County of San Francisco Adult Probation Department, also known as SFAPD.
<u>APD Partners or Partners</u>	Service providers, court systems, law enforcement agencies, and community based organizations providing auxiliary services to APD Clients.
<u>Behavioral Health</u>	Behavioral health includes ways of promoting well-being by preventing or intervening in mental illness as well as preventing or intervening in substance abuse or other addictions
<u>Best Practice</u>	A body of knowledge that may include scientific, practical or anecdotal elements and that is perceived as an effective method of treatment.
<u>CDCR</u>	California Department of Corrections and Rehabilitation
<u>Case Management</u>	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.
<u>Case Manager</u>	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.
<u>CASC</u>	Community Assessment and Services Center (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. CASC will be a joint operation of SFAPD and the Contractor selected under this RFQ.
<u>CBT</u>	Cognitive Behavioral Therapy
<u>City or CCSF</u>	City and County of San Francisco.
<u>Client(s)</u>	Any client of the SFAPD who does or could receive care services and resources to improve the quality of his or her life.
<u>Clinical Supervisor</u>	The individual, preferably a licensed clinician, who will oversee the Program, ensure compliance, and demonstrate progress towards agreed upon client and program outcomes.
<u>COMPAS</u>	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).

<b><u>TERM</u></b>	<b><u>DEFINITION</u></b>
<u>Contract</u>	The binding legal document resulting from this RFQ process. Also known as Agreement.
<u>Contractor</u>	Any Proposer awarded contract(s) for services under this RFQ.
<u>Cultural Competence/Multi-Culturalism</u>	The practice of continuous self-assessment and community awareness on the part of service providers to assure a focus on the cultural, linguistic, socio-economic, educational and spiritual experiences of consumers and their families/support systems relative to their care.
<u>DOJ</u>	Department of Justice.
<u>DPO</u>	Deputy Probation Officer. Also known as Officer.
<u>EBP</u>	Evidence Based Practices (EBP) refers to an approach to managing behavioral health services that uses data, which shows consistent evidence of improved outcomes to support decision- making.
<u>FACT</u>	Forensic Assertive Community Treatment
<u>ITRP</u>	Individualized Treatment and Rehabilitation Plan is a plan based on a client's criminogenic risk and need, as determined by COMPAS.
<u>Justice Involved</u>	San Francisco residents who are currently under supervision with the San Francisco Adult Probation Department, state parole, federal probation, participating in San Francisco collaborative courts, or other counties, or any other San Francisco residents who have a criminal history.
<u>LBE</u>	City and County of San Francisco-certified Local Business Enterprise.
<u>Medication Management</u>	Services which include the prescribing, administering, dispensing and monitoring of psychiatric medications which are necessary to alleviate the symptoms of mental illness and substance dependency.
<u>NIC</u>	National Institute of Correction.
<u>OEWD</u>	San Francisco Office of Economic and Workforce Development.
<u>Proposal</u>	The submission packet, including all its attachments, presented by a Proposer in response to this RFQ.
<u>Proposer</u>	Any entity submitting a proposal to this RFQ.
<u>Recovery</u>	A process where behavioral health clients learn how to self-direct their lives, regain hope and optimism and reclaim positive social experiences.
<u>Request for Proposals (RFQ)</u>	This document, which is the City and County of San Francisco's request for proposals to provide the goods and/or services being solicited herein. Also known as RFQ.
<u>Service Provider</u>	Individuals, groups, and organizations, including City-operated programs, that delivers services to clients.
<u>SFAPD, APD or Department</u>	City and County of San Francisco Adult Probation Department, also known as APD, SFAPD, and the City.
<u>SFAPD Partners or Partners</u>	Service providers, court systems, jail psychiatric services, law enforcement agencies, and community based organizations providing auxiliary services to SFAPD Clients.
<u>Supervision</u>	A person's term of court ordered probation, parole or other justice-involved supervision like that of the Collaborative Courts.

## **2.2 Overview of SFAPD's Business and Organization**

### **2.2.1 SFAPD Mission and Goals**

The San Francisco Adult Probation Department achieves excellence in community corrections, public safety and public service; and realizes its mission of “*Protect and Serve the Community, Further Justice, Inspire Change, and Prioritize Racial Equity so that all People May Thrive*” through the integration of Evidence Based Practices (EBP). The SFAPD has incorporated a victim-centered approach and Gender Responsive Guiding Principles into our supervision

strategies, to aid our goals to reduce victimization, improve outcomes, and break the inter-generational cycle of incarceration. The SFAPD balances probation supervision accountability with access to essential resources and services which combined, reduce barriers to life stability, and empower clients to build self-sufficiency skills, and permanently exit the criminal justice system.

The SFAPD is a leader in its profession, exemplifying the highest standards, and is the recipient of the *American Probation and Parole Association's prestigious President's Award* in recognition of our exemplary community corrections programs, which serve to advance the knowledge, effectiveness and integrity of the criminal justice system. The SFAPD extends a continuum of integrated services to address our clients' criminogenic needs and we empower them to become productive law-abiding citizens.

The SFAPD's Reentry Division is a group of non-sworn professionals tasked with managing operations of San Francisco's Reentry Council and Community Corrections Partnership, as well as a portfolio of reentry and rehabilitative services. To learn more about the Reentry Division and the Reentry Council please visit:

- SFAPD's Reentry Division: [sf.gov/learn-about-our-reentry-division](http://sf.gov/learn-about-our-reentry-division)
- Reentry Council: [sfgov.org/sfreentry/](http://sfgov.org/sfreentry/)
- CASC Reentry Center: [reentrysf.org](http://reentrysf.org)

### 2.2.2 Current Locations of SFAPD and Related Services

SFAPD Offices	Building Site
945 Bryant Street, San Francisco, CA 94103	Head Quarters
564 6th St., San Francisco, CA 94103	Community Assessment Service Center
555 Polk Street, 2nd Floor, San Francisco, CA 94102	Community Justice Center
1315 Evans Avenue, San Francisco, CA 94124	Bayview Office

Consistent with EBP, SFAPD's Deputy Probation Officers (DPOs) provide clients with referrals to match their criminogenic needs and community function factors with programs designed to assist in their rehabilitation and subsistence needs. The Community Assessment Services Center (CASC) is located at 564 6<sup>th</sup> Street is a behavioral health focused, multi-service one stop reentry center, which collocates public and nonprofit partners with the overall aim to remove barriers, improve life outcomes and help people reclaim their place in the community.

## 2.3 Project Background

In 2011, the California Legislature passed the Public Safety Realignment Act (AB 109), which transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. This Act tasked local government at the county level with developing a new approach to reducing recidivism among certain low-level felony criminal offenders. AB 109 took effect October 1, 2011 and realigned three major areas of the criminal justice system.

On a prospective basis, the legislation:

- Transferred the location of incarceration for lower-level offenders (specified non-violent, non-serious, non-sex offenders) from state prison to local county jail pursuant to Penal Code 1170 (h) and provides for an expanded role for post-release Mandatory Supervision for these offenders;
- Transferred responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS);
- Transferred custody responsibility for parole and PRCS revocations to local county jail..

In 2012, as part of the innovative energy of California Criminal Justice Realignment, the San Francisco Adult Probation Department (SFAPD) launched the Community Assessment and Services Center (CASC), a one-stop reentry center. The original launch of the CASC embraced a traditional drop-in center model. In 2018, given the ongoing complex needs of those we serve, the SFAPD implemented a comprehensive behavioral focused reentry center.

## 2.4 Overall SFAPD Client Demographics (as of 1/31/2022)

SFAPD POPULATION (as of 1/31/2022)			
Total Client Population		5168	
Felony		83%	
Misdemeanor		17%	
Other		1%	
SFAPD ACTIVE CLIENT DEMOGRAPHIC SUMMARY			
Gender			
Male		87%	
Female		13%	
Age		Risk Level	
18-25 Years Old	11%	Low	27%
26-35 Years Old	38%	Medium	23%
36-45 Years Old	27%	High	49%
46-55 Years Old	14%		
56-65 Years Old	7%		
66+ Years Old	3%		
Race/Ethnicity		Caseload Type/Unit	
African American	37%	Domestic Violence	14%
Asian	4%	General Supervision	61%
Latinx	16%	Investigations	0.1%
NatAmer/AlaskNative	0%	Mandatory Supervision	3%
Pacific Islander	1%	PRCS	8%
White	30%	Prop 63 / Bench Warrants	1%
Other	11%	Sex Offenses	4%
Unknown	0.1%	TAY	8%
Missing	0.4%		

## 2.5 The Community Assessment and Services Center (CASC)

The CASC is a behavioral health-focused, multi-services one-stop clinical reentry center that bridges SFAPD probation supervision services with comprehensive support including clinical and reentry case management, medication management and distribution, mentoring, 1:1 therapy, support groups, education and employment services, barrier removal, and benefits acquisition.

As the City's premiere reentry center, the CASC's therapeutic community embraces a client-centered, strength-based approach, empowers personal responsibility, and co-locates services that build self-sufficiency including SFAPD-funded transitional housing and rental subsidy programs, employment placement and retention services, vocational training opportunities, mental health and substance use services, women's gender responsive services, parenting and life skills programs, batterers' intervention programs, cognitive-behavioral interventions, social activities, outings and events, and meeting space for community partners.

The CASC embraces dynamic partnerships with the San Francisco Department of Public Health, the Human Services Organization, the Office of Economic and Workforce Development, the Department of Child Support Services and a range of community based providers. As well, the CASC has expanded partnerships with State Parole, and Federal Probation and provides a range of services to justice involved adults in San Francisco

The CASC receives approximately 1,000 referrals from the SFAPD each year, and since expanding eligibility to include others with criminal histories, the CASC also receives referrals from Superior Court/Collaborative Courts, State Parole, Federal Probation, and other public safety partners. The doors are also open for drop in connection to services. As the CASC services portfolio expands to respond to other citywide efforts, referrals will come in from

different sources. On average, approximately 4,000 unduplicated people annually access the CASC's myriad of services and resources inclusive of case management, medication management, 1:1 therapy, transitional and emergency housing, employment and educational services, public benefits enrollment, process groups, cognitive behavioral classes, community functions, and to access basic necessities like food, clothes and travel vouchers.

## 2.6 Demographic Snapshot of the CASC Clients (as of 12/31/2022)

CASC Client Demographics: All Services Types	
Gender	
Male	83%
Female	16%
Transgender Female	1%
Age	
18-25 Yrs Old	11%
26-35 Yrs Old	31%
36-50 Yrs Old	36%
51+ Yrs Old	22%
Ethnicity	
African American	43%
Asian	4%
Hispanic/Latinx	18%
Native American/Alaskan Native	0.44%
Pacific Islander	2%
White	20%
Other/Unknown	12%

## 2.7 San Francisco Controller's Office Assessment of CASC

During the period of July – September 2016, in preparation for the CASC 2017 RFQ, the SFAPD partnered with the City & County of San Francisco's Office of the Controller's City Performance Unit, to conduct a program assessment of services provided at the CASC. The City Performance Unit developed an analytical approach to assess reentry services at the CASC, which focused on four elements:

- Research on evidence-based practices in the field of reentry services and other related fields.
- Benchmarking and best practice interviews with peer probation systems that share a commitment to implementing evidence-based practices.
- Interviews and focus groups with key stakeholders from the SFAPD, public sector and community partners.
- Interviews with CASC clients.

Based on this assessment, the City Performance Unit found several areas where CASC service provision could be enhanced to strengthen adherence to evidence-based practices and improve client outcomes. These CASC improvement strategies have been integrated throughout this RFQ.

## 3 Scope of Work

### 3.1 General Information

This Scope of Work is a general guide to the work the City expects to be performed, and is not a complete listing of all services that may be required or desired.

### **3.2 CASC Goals**

The CASC behavioral health and reentry services resulting from this RFQ shall strive to achieve the following goals:

1. Demonstrate how tailored case management approaches are effective at mitigating behavioral health and more circumstantial reentry challenges.
2. Demonstrate how the creation of a therapeutic environment can develop intrinsic motivation.
3. Demonstrate how cognitive behavioral interventions, and life skills programs build prosocial attitudes and behaviors.
4. Demonstrate how prerelease planning of participants who start from or return to custody can effectively engage participants in post release case management and other services.
5. Demonstrate how CASC services can reduce reliance on incarceration, recidivism, and victimization, break the intergenerational cycle of incarceration, and improve outcomes for SFAPD and adult, justice-involved participants.

### **3.3 Expanded Behavioral Health Services**

Drug and alcohol use are major drivers for criminal activity. In San Francisco, the nexus between criminal activity, and substance use is further complicated through complex mental health behaviors and symptoms. The San Francisco Department of Public Health data from fiscal year 2020/2021 reflected over 21,000 individuals received behavioral health care with an estimated 20,000 more individuals' receiving outreach and early intervention services. Approximately 30% of individuals are seen for both specialty mental health and substance use disorder treatment services. According to Justice that Heals: Promoting Behavioral Health, Safeguarding the Public, and Ending Our Overreliance on Jails", at any given time, between 35 and 40 percent of San Francisco jail inmates are under the care of Jail Behavioral Health Services and being treated for mental illness.

The incidence of serious mental illnesses, such as schizophrenia, major depression, bipolar disorder, and post-traumatic stress disorder is significantly higher among previously incarcerated people than it is among those in the general population. The myriad of behavioral health challenges of people with criminal justice involvement has far-reaching consequences, including higher recidivism rates, harm to families and children of these individuals, and negative public health effects, including the transmission of infectious diseases and overdose deaths. Justice involved individuals with mental illness and substance dependency face extremely complex barriers to safe and independent transitions back into their communities and sustained stability post release.

Over the past five-years of operating the CASC, the SFAPD identified that the need for behavioral health services exceeded capacity. To address the breadth and depth of behavioral health needs, the SFAPD will expand the CASC's on-site clinical/behavioral health expertise and set benchmarks that underscore commitment to effectively working with people who struggle with behavioral health challenges.

### **3.4 General Service Delivery/Guiding Principles**

Effective interventions and responsive strategies integrated into CASC program design/services are guided by, and incorporate the National Institute of Correction's (NIC) eight evidence-based principles for effective intervention within community corrections into every facet of its community corrections work and it requires Contractors to adhere to these principles in the delivery of the services. Proposers must be able to articulate how the following interventions and strategies are interwoven into organization design, policies, and procedures.

The NICs eight evidence-based principles for effective interventions are:

1. **Assess Criminogenic 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.

The Six Gender Responsive Strategies for Women Offenders 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.

### 3.5 Criminogenic Needs and Community Functioning Factors

The SFAPD and other criminal justice experts around the country have learned through research and practice that recidivism reduction requires focusing on criminogenic needs and community functioning factors; and responding with appropriate service(s) intervention, intensity and duration. Criminogenic needs are dynamic risk factors, which are empirically linked with antisocial behavior. These needs are attributes of an offender that are directly linked to criminal behavior. There are eight criminogenic needs and they are listed below.

The four **BOLDED** criminogenic needs in the table below are the four most critical risk factors:



<b>Criminogenic Factors</b>	<b>Factors Affecting Recidivism Risk</b>	<b>Need or Desired Outcome</b>
<b>Anti-social Attitudes</b>	Attitudes, beliefs, values, and rationalizations supportive of crime; emotional states of anger, resentment, and defiance	Less risky thinking and feelings and adopting a pro-social identity
<b>Antisocial peers and friends</b>	Close association with criminals and relative isolation from pro-social individuals	Reduced association with criminals, enhanced associations with pro-social individuals
<b>Antisocial Personality</b>	Adventurous, pleasure seeking, low self-control, restlessly aggressive	Learning problem solving, self-management, coping, and anger management skills
<b>Family and/or marital factors</b>	Lack of nurturance, caring, or close monitoring and supervision	Reduced conflict, build positive relationships and communication; enhanced monitoring and supervision
Substance Abuse	Abuse of alcohol and/or drugs	Reduced use, personal and interpersonal supports for substance abuse behavior; enhanced alternatives to use
Lack of Education	Low levels of performance and satisfaction	Enhanced rewards, performance, and satisfaction
Poor Employment History	Low levels of performance and satisfaction	Enhanced rewards, performance, and satisfaction
Leisure/Recreation	Low levels of involvement and satisfaction in antisocial activities	Enhanced involvement and satisfaction in pro-social activities

### **Community Functioning Factors**

Community Functioning Factors are not Criminogenic, but may create barriers to the offender's success.

<b>Community Functioning Factors</b>	
1. Housing	5. Health and Physical
2. Transportation	6. Mental Health
3. Food	7. Low Self Esteem
4. Anxiety and Stress	

Cross training between the SFAPD and the selected Contractors will advance collaborative thinking on best practices, and how to effectively integrate criminogenic needs, community functioning factors, the COMPAS risk/needs assessment (the tool used by SFAPD), and the ITRP (Individualized Treatment and Rehabilitation Plan – SFAPD's reentry plan that details criminogenic needs) into the care/reentry plan created by the selected Contractor and client.

Tracking service dosage, also a noted best practice in effective criminal justice interventions is challenging. The SFAPD is interested in Proposers' best thinking on ways to track service hours, i.e. dosage so that the CASC can move towards being responsive to dosage levels (contingent on needs) that are widely recommended in the criminal justice community.

### 3.6 SFAPD's philosophy of "Second Chances"

The SFAPD believes mistakes and setbacks are a natural part of recovery and rehabilitation. The selected Contractor will commit to providing contiguous case management services at the CASC, in the community and in-custody at the Reentry Pod or other San Francisco County Jail facility; and it will follow a client through different stages towards recovery and rehabilitation. The SFAPD understands that within a comprehensive accountability approach, the selected Contractor may temporarily suspend CASC services for a client whose attitude or behavior is unfitting or unsafe for the environment, however, SFAPD also expects that the selected Contractor will use a timely restorative process to safely and efficiently re-engage the clients in CASC services. The goal is to hold clients accountable and to reconnect them to CASC services opportunities.

### 3.7 Required Service Elements

The SFAPD is looking to partner with non-profit organizations that have a successful track record of providing forensic behavioral health, substance abuse, and reentry services to high needs populations, as well as experience brokering, coordinating or administering a wide range of criminal justice, reentry, and social services in a high-volume, multi-service reentry center.

Non-profit organizations may apply to one or more of the following service areas:

- **Program Area 1:** Clinical Case Management (Forensic Assertive Community Treatment) and Medication Management
- **Program Area 2:** Reentry Case Management
- **Program Area 3:** Mentoring
- **Program Area 4:** Life Skills
- **Program Area 5:** Psycho-Education/Outpatient Treatment Services
- **Program Area 6:** Group Facilitation and Reentry Support Networking
- **Program Area 7:** Outreach and Community Engagement

Led by the SFAPD's Reentry Division, the CASC will serve as a true one-stop reentry center, receiving and triaging multi-disciplinary referrals, provide an array of behavioral health and reentry services, and coordinate closely with other SFAPD funded community partners to create a thriving therapeutic environment which advances the needs of justice involved people.

An underlying purpose of the CASC is to change the negative patterns of behavior, thinking, and feeling that landed a client in the criminal justice system. Services conducted in a dynamic therapeutic environment can help spark intrinsic motivation needed for long term behavior change. The SFAPD is committed to ensuring that the CASC promotes an energetic "therapeutic environment" – an environment in which facility aesthetics, constructive and interactive staff, client encounters and engagement, and dynamic service strategies promote feelings of safety, dignity, respect and intrinsic motivation amongst clients.

Therapeutic Communities (TCs) are oriented towards recovery, with a holistic focus on overall lifestyle changes and not just abstinence from drug use. Recovery from drug and alcohol abuse is an ongoing process of cognitive change, encompassing both clinical stages of treatment and personal objectives along the way. TCs respectfully challenge participants 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. As program participants progress through each stage of recovery, they assume greater personal and social responsibilities within the community. The goal is for a TC participant to complete the program not only drug-free but also gainfully employed or enrolled in school or vocational training.

In this next phase of CASC implementation, there will be a couple of important design adjustments:

- A. The SFAPD Reentry Division will play an enhanced oversight and coordination role with the selected Contractors.
- B. The CASC's expanded onsite partnerships with other City departments include the San Francisco Department of Public Health's (SFDPH) STARR Program (Supporting Treatment and reducing Recidivism), SFDPH's Behavioral Health Clinicians, the Office of Economic and Workforce Development's (OEWD) Specialized Job Center for reentry employment services, and the Human Services Organization (HSA) Eligibility Worker.
- C. The CASC plans to expand service hours to 24/7 – after hours staffing be a function of the SFAPD.

### 3.8 Description of CASC Services

#### 3.8.1 Program Area 1: Clinical Case Management/Forensic Assertive Community Treatment (FACT) and Medication Management

##### **Target Population:**

The target population for these services shall be clients of the SFAPD.

FACT is a service delivery model intended for individuals with serious mental illness (SMI) who are involved with the criminal justice system. Their needs are often complex and many have co-occurring substance use disorder. FACT builds on the evidence-based assertive community treatment (ACT) model by making adaptations based on criminal justice issues—in particular, addressing criminogenic risks and needs. In this sense, FACT is an intervention that bridges the behavioral health and criminal justice systems. 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.

A FACT Program helps to engage clients who:

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

In addition to a history with the criminal justice system, clients working with the FACT Team are likely to have the following situational characteristics:

1. A significant criminal history.
2. A co-occurring substance abuse disorder and/or other health conditions.
3. Trauma from violence and abuse.
4. No insurance and little or no income.
5. Health and/or mental health care received solely from hospitals and emergency rooms.
6. Experience with life on the street and distrust of traditional services

Key components of FACT are:

##### **1. 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.

##### **2. Intake & Secondary Assessments**

##### **3. Medication Support**

##### **4. Integrated Services and Managed Care**

##### **5. Life Skills**

##### **6. Family Involvement**

##### **7. Recovery and Resilience**

##### **8. Cultural, Linguistic & Gender Responsiveness**

### Cognitive Behavioral Services:

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 Reconation Therapy (MRT),
4. Reasoning and Rehabilitation (R&R and R&R2),
5. Relapse Prevention Therapy (RPT), and
6. Thinking for a Change (T4C).

Another approach, Dialectical Behavior Therapy (DBT) originally shown to be effective with bi-polar personalities is now also well regarded as an intervention with other mental health challenges including substance dependence, depression, post-traumatic stress disorder (PTSD) and eating disorders. DBT endeavors to develop four major skills, mindfulness, distress tolerance, interpersonal effectiveness and emotion regulation, and through four key components: group skills training, individual therapy, phone coaching, and consultation with the therapist and other key services providers.

**The SFAPD expects that the CASC Contractor will offer a range of CBT and DBT interventions in groups and on a one-on-one basis both in cohort and drop-in formats to address a range of mental health and substance dependency challenges and goals, and expects that staff delivering the curricula will be commensurately trained.**

In addition to the evidence based services, the SFAPD recognizes the value of services and process groups that may be loosely based on CBT or DBT research, and which are largely based on the life experience of previously incarcerated individuals who are able to create effective professional alliances with clients, develop necessary trust, quickly illuminate criminal minded attitudes and behaviors, build confidence and comfortability amongst clients to mitigate behavioral obstacles, and help clients troubleshoot new attitudes and behaviors that result in personal and public safety, wellness, stability and recidivism reduction.

### **Objectives:**

The Clinical Case Management and Medication Management services resulting from this RFQ shall meet the following objectives:

1. Commit to a close partnership with SFAPD's Reentry and Operations teams.
2. Implement FACT as the standard model of clinical case management for people with complex behavioral health issues while utilizing the key components of FACT listed above. The SFAPD seeks a service provider that has a proven track record of implementing and delivering FACT clinical case management services.
3. Ensure that Clinical Case Management and Medication Management services proactively, rigorously, and respectfully address mental health, substance dependency, criminogenic needs, community functioning factors, and housing needs of participants.

4. Ensure clear prerelease and discharge planning protocols for all CASC case management services.
5. Ensure clear field based Clinical Case management protocols that meet participants where they are at in the community, incentivize engagement/reengagement at the CASC, and which prioritize accompanying participants to appointments and services to which they are resistant.
6. Implement a robust array of clinical and other support groups ranging from Cognitive Behavioral Therapy (CBT) and Dialectical Behavioral Therapy (DBT), and support other “life experience” process groups, in cohort and drop-in formats to address a range of mental health and substance dependency challenges. Those referred to groups may be case managed clients or others referred from justice or community partners.
7. Demonstrate ability to be work in a multidisciplinary environment, that embraces a unified CASC vision of client success and collaborative partnerships.
8. Advance a vibrant therapeutic community that embraces peer leaders, a calendar of prosocial activities, and inspires dignity, hope, respect, and fun.
9. Commit to partnering with SFAPD on a community engagement strategy to ensure that justice-involved adults in San Francisco are aware of CASC services.
10. The selected Contractor shall have a system to receive case management referrals and triage them to the appropriate level of care based on the clinical needs of the client.
11. The selected Contractor shall ensure clinical caseloads will remain between 90%-100% capacity
12. The SFAPD seeks a Forensic Assertive Community Treatment (FACT) model:
  - Designed to transition adults with severe behavioral health issues from correctional facilities into the community, and provides ongoing support in the community to further stabilization, recovery, and rehabilitation.
  - That includes medication management services and psychosocial interventions.
  - That adheres to the classic FACT model, in which clinical case managers meet at a minimum a Master’s-level Clinical Social Worker (CSW) or Master’s-level Marriage and Family Therapist (AMFT), and have experience and have experience working with an adult forensic population. All Master’s Level clinicians are required to register with the CA Board of Behavioral Sciences and working towards licensure.
  - Clinical Case Management ratio of 15-17 clients to 1 case manager
  - Medication Management Capacity: 115 Clients
13. Food/Snacks: Provide daily lunch, and snacks, a robust incentives program, access to a clothing closet, and transportation support.
14. Data Collection: Selected Contractor will be required to track data as prescribed by SFAPD and report at minimum, twice per year on required outputs, outcomes, and demographics.

### 3.8.2 Program Area 2: Reentry Case Management

#### **Target Population:**

The target population for these services shall be clients of the SFAPD.

In addition to meeting the clinical needs of CASC clients through a FACT model, the CASC remains committed to continuing Reentry Case Management services to clients who do not present with serious behavioral health issues, but who are in need of support to address various criminogenic needs and community functioning factors, to advancing peer mentorship, and pro-social activities, to strengthening the CASC's therapeutic environment, and to sustaining a range of cognitive behavioral/rehabilitative services.

Under the guidance of the CASC's clinical services, 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 SFAPD expects that 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. The selected Contractor and the SFAPD will collaborate to review candidates who do not meet the Bachelors level minimum qualification.

Key components of Reentry Case Management include:

#### **1. Needs Identification**

- a. Orientation.
- b. Intake and Assessment.
- c. Identify criminogenic needs and community functioning factors.
- d. Secondary Assessments.
- e. Review COMPAS Results and ITRP (as applicable, provided by SFAPD).

#### **2. Develop CASC planning and treatment plan (coordinated with SFAPD and/or other providers)**

- a. Based on needs identification.
- b. Life Skills development.
- c. Services brokering and enrollment with a special focus on substance dependency and recovery.
- d. Collaborative and coordinated case conferencing.

#### **3. Aligned with the FACT model, Reentry Case Management services will support a robust Outreach & Engagement strategy:**

- a. Outreach in the San Francisco County Jail and courtrooms, and community.
- b. Close collaboration with SFAPD/Deputy Probation Officers (DPO).
- c. 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.

#### **4. Cognitive Behavioral Interventions (CBI):**

- a. A process by which clients learn to become experts of their own behavior. Through CBI, clients learn to examine their thoughts, recognize when negative thoughts are increasing, and then apply a number of strategies to alter those negative thoughts and emotions.
- b. The goal of CBI is to teach clients how to change undesirable emotions, such as anxiety and anger, which result in maladaptive or destructive behaviors.

- c. Implement strategies, all of which are focused on increasing positive behaviors, reducing undesirable or inappropriate behaviors, and promoting self-control, include actionable goals that promote problem-solving, communication, relaxation, and self-awareness
- d. For additional information, please see section 2.8.1 of this RFQ

### **Objectives:**

The Reentry Case Management and services resulting from this RFQ shall meet the following objectives:

1. Commit to a close partnership with SFAPD's Reentry and Operations teams.
2. Work collaboratively with the Clinical Case Management services provider to implement the framework of FACT.
3. Ensure that CASC Reentry Case Management services proactively, rigorously, and respectfully address reentry barriers and challenges, substance dependency, criminogenic needs, community functioning factors, and housing needs of participants.
4. Ensure clear pre-release and discharge planning protocols for all Reentry Case Management services.
5. Ensure clear field based Reentry Case Management protocols that meet participants where they are at in the community, incentivize engagement/reengagement at the CASC, and which prioritize accompanying participants to appointments and services to which they are resistant.
6. Implement a robust array of cognitive behavioral and other support groups.
7. Demonstrate ability to be work in a multidisciplinary environment, that embraces a unified CASC vision of client success and collaborative partnerships.
8. Advance a vibrant therapeutic community that embraces peer leaders, a calendar of prosocial activities, and inspires dignity, hope, respect, and fun.
9. Commit to partnering with SFAPD on a community engagement strategy to ensure that justice-involved adults in San Francisco are aware of CASC services.
10. The selected Contractor shall ensure caseloads will remain between 90%-100% capacity, with a minimum capacity expectation never to drop below 90%.
11. SFAPD seeks a Reentry Case Management Services:
  - Designed to transition adults from correctional facilities into the community, and provides ongoing support in the community to further stabilization, recovery, and rehabilitation.
  - That are able to work collaboratively with other onsite partners providing clinical services.
  - That can use a FACT model of case management in which services are client focused, community-based, time unlimited, and work in multidisciplinary teams.
  - Reentry Case Managers should possess a Bachelor's degree in social services, psychology or related field. Staff in this category who possess related CAADE, Community Health Outreach Worker certificates or other relevant human services certifications are still eligible provided they can show a minimum of two (2) years working with an adult forensic population.
  - Reentry Case Management ratio of 25 clients per case manager
12. Selected Contractor will be required to provide an array of Cognitive Behavioral and other support groups
13. Data Collection: Selected Contractor will be required to track data as prescribed by SFAPD and report at minimum, twice per year on required outputs, outcomes, and demographics.



### 3.8.3 Program Area 3: Mentoring

#### **Target Population:**

The target population for these services shall be clients of the SFAPD and other justice involved adults in San Francisco

This RFQ aims to promote successful reentry strategies and support for justice involved adults. Mentoring is a reciprocal learning relationship in which a mentor and mentee mutually agree to work toward pre-defined goals. It refers to a relationship in which a more experienced person helps a less experienced person develop the necessary skills for a successful reentry journey. The objective of the mentoring program is to recruit and train individuals as mentors and match them with participants who may be in-custody, the community, or treatment program. Through the mentoring relationship, the mentee receives knowledge, social capital, and support, which will be relevant to personal and professional development, with the primary goal to enhance the success of the participant.

The selected Contractor shall develop and implement a mentoring program that will provide positive support, guidance, and role modeling to participants. Mentoring is a relationship-based strategy that pairs self-sufficient individuals with participants who face many personal and criminal justice system barriers. Mentoring programs may include strength-based, trauma-informed, gender-responsive, and culturally competent activities that enhance self-worth and build specific knowledge and skills that increase participants' chances of successful reentry. Peer mentors will serve as role models to participants, validating the possibilities and benefits of living a positive, self-fulfilling life outside of the criminal justice system.

The mentoring program shall include the following components:

- Be available both in the community and in custody
- Consider a range of adult learning styles when crafting materials, and designing training and activities
- Have a diligent process for carefully selecting qualified mentors and matching them with participants
- Offer both peer to peer and group mentoring activities that are rooted in evidence based practices and seek to reduce recidivism
- Offer a range of community and professional skills building training opportunities for mentors
- Offer clean and sober recreational outings and activities with established positive and prosocial peer groups.

The SFAPD expects participation in the mentoring program to reinforce individuals' desires to live a life beyond the criminal justice system and to support them in their reentry journey. After participation in the mentoring program, individuals should be able to identify positive peers that could become part of their network and support systems.

#### **Objectives:**

The Mentoring services resulting from this RFQ shall meet the following objectives:

1. Commit to a close partnership with SFAPD's Reentry and Operations teams.
2. Recruit and train individuals as mentors for assignment to participants in pre- and post-release services
3. Promote mentoring services at the CASC, the community, and in-custody
4. Match mentors with formerly incarcerated mentees
5. Host monthly mentor/mentee gatherings and weekly support groups
6. Host quarterly or bi-annual trainings for mentors and prepare mentees to become mentors
7. Have the ability to collaborate or subcontract with other organizations to support the needs of the mentoring program and those receiving services
8. Data Collection: Selected Contractor will be required to track data as prescribed by SFAPD and report at minimum, twice per year on required outputs, outcomes, and demographics.

### 3.8.4 Program Area 4: Life Skills Training

**Target Population:**

The target population for these services shall be clients of the SFAPD and other justice involved adults in San Francisco between the ages of 18-35.

This RFQ aims to promote successful reentry strategies and support for justice involved adults. Acquiring the skills necessary to live independently is critical to successful reentry and a primary goal of the SFAPD. The goal of the Life Skills Training classes is to equip students with the social and interpersonal skills that enable them to cope with the demands of everyday life. The objectives of the lessons are to build self-confidence, encourage critical thinking, foster independence and help students to communicate more effectively.

The Life Skills Training program should provide high-risk or at-risk young adults the skills and tools to succeed in their community. The program should reinforce success while addressing fears and setbacks. The program may use a variety of modalities in an integrated educational approach, based on the learning needs of the participants. The theoretical model should be grounded in principles that:

- Improve socialization skills necessary for successful reentry
- Reduce criminal activity and recidivism
- Have constructive dialogue on drug and alcohol use
- Improve overall lifestyle choices and decision making

In this next phase of the CASC, the SFAPD is looking for a Contractor to implement a comprehensive Life Skills program that operates hand in hand with other CASC services. Simply put, Life Skills are skills that are necessary for full participation in everyday life. They are associated with living a more stable and higher quality of life. Through focusing clients on prosocial attitudes and behaviors, and basic needs, clients can develop a framework for achieving higher personal, family, employment, and academic goals.

**Objectives:**

The Life Skills Training resulting from this RFQ shall meet the following objectives:

1. Commit to a close partnership with SFAPD's Reentry and Operations teams.
2. Promote abilities and positive behavior that enable individuals to deal effectively with the demands and challenges of everyday life.
3. Cover topics such as self-management, problem solving, critical thinking, goal setting, communication, stress management, interpersonal relationships, independently living, financial literacy, etc.
4. Ensure the life skills services target formerly incarcerated people in areas of San Francisco impacted by crime and violence.
5. Recruit participants from the CASC, Young Adult Court, the community, and other SFAPD programs.
6. Provide ongoing enrollment.
7. Data Collection: Selected Contractor will be required to track data as prescribed by SFAPD and report at minimum, twice per year on required outputs, outcomes, and demographics.

### 3.8.5 Program Area 5: Substance Education/Outpatient Treatment Services

**Target Population:**

The target population for these services shall be clients of the SFAPD.

The relationship between substance use disorders and crime and its impact on society is well documented. As levels of illicit drug use have increased, so have maladaptive behaviors associated with drug use. In addition to meeting the clinical and reentry needs of CASC clients, the SFAPD seeks Substance Education/Outpatient Treatment services for justice involved adults struggling with substance use disorders or co-occurring mental health and substance use disorders. The program must be DHCS certified to provide outpatient alcohol and other drug (AOD) treatment. Providers should be trained in both addiction and mental health. The program should use evidence-based trauma informed, motivational, and strength-based strength based approaches to meet the complex needs of justice involved adults struggling with addiction or co-occurring disorders. This service will be an integral component of the CASC and work seamlessly with clinical and reentry case managers, as well as, clients referred by Deputy Probation Officers.

The substance education provided shall be designed for justice involved people who struggle with addiction or co-occurring disorders and shall meet the culturally specific needs of CASC clients.

**Objectives:**

The Substance Education/Outpatient Treatment Services resulting from this RFQ shall meet the following objectives:

1. Commit to a close partnership with SFAPD's Reentry and Operations teams.
1. Meet the complex behavioral needs for clients of SFAPD.
2. Experience working with high needs, high risk, justice involved adults.
3. Conduct daily substance education classes or treatment groups by an Alcohol and Other Drug (AOD) counselor.
4. Meet DHCS AOD outpatient treatment program certification standards.
5. Data Collection: Selected Contractor will be required to track data as prescribed by SFAPD and report at minimum, twice per year on required outputs, outcomes, and demographics.

### 3.8.6 Program Area 6: Group Facilitation and Reentry Support Networking

**Target Population:**

The target population for these services shall be clients of the SFAPD and other justice involved adults in San Francisco.

Many types of groups have been shown to be beneficial for formerly incarcerated and justice involved people when they are working to reenter and successfully exit the criminal justice system. Successful groups are trauma-informed, gender-responsive, and culturally competent and may provide empowerment, therapeutic reentry support, motivation to make sustained behavior changes necessary for successful reentry, or information about recovery, relapse prevention, denial management, anger management, etc.

For formerly incarcerated and justice involved people, gaining a strong support network will lead to a greater feeling of acceptance and an increased likelihood of being a productive member of society. Quite often, in order to successfully reenter, a person must disassociate with a given social group because the potential negative influences and consequences of that given group will lead to further criminal justice involvement. Gaining a social network and a community of prosocial people who are facing or have faced similar reentry challenges make it easier for people to disassociate from old destructive social groups and are imperative for successful reentry.

**Objectives:**

The Group Facilitation and Reentry Support Networking services resulting from this RFQ shall meet the following objectives:

1. Commit to a close partnership with SFAPD's Reentry and Operations teams.
2. Will be trauma-informed, gender-responsive, and culturally competent.
3. Will reflect expertise in working with high needs, high risk, justice-involved adults.
4. Conduct weekly groups, which support successful reentry through providing information, motivation, empowerment, or prosocial network building.
5. Data Collection: Selected Contractor will be required to track data as prescribed by SFAPD and report at minimum, twice per year on required outputs, outcomes, and demographics.

### 3.8.7 Program Area 7: Outreach and Community Engagement

#### **Target Population:**

The target population for these services shall be clients of the SFAPD and other justice-involved adults in San Francisco who may be homeless, struggling with substance use disorder, or co-occurring mental health and substance use disorders.

Equitable and inclusive outreach and community engagement is characterized by intentional and proactive interaction and collaboration with justice involved community members to build relationships, create solutions, and foster support for successful reentry and a sense of belonging. Equity and inclusion is prioritized to ensure that justice involved people in San Francisco have access to the resources and services they need to reenter successfully, exit the criminal justice system, and become a productive contributing member of our community, while feeling welcome, safe, and respected.

SFAPD expects that people in both leadership and staff roles of the organizations providing outreach and engagement services will reflect the communities they are interacting with. Additionally, organizations must have a proven track record of building meaningful relationships with the community.

Although there are many possible examples of outreach and engagement services, some acceptable examples include:

1. Reentry resource and service coordination for guests of the Tenderloin Linkage Center, including:
  - a. Assessing for eligibility and capacity of potential programs
  - b. Completing referrals to services
  - c. Facilitating connections to service program staff
  - d. Arranging transportation and/or assisting with directions to services
  - e. Troubleshooting and problem Solving
2. Community focus groups and roundtable discussions to gain a more vivid understanding of the communities' comprehensive needs, desires, and priorities with regard to equitable access to reentry services, resources and supports.
3. Increasing opportunities for marginalized and under-represented communities to participate in the City's decision-making processes in order for them to have a voice in decisions that impact them and their community.

#### **Objectives:**

The Outreach and Community Engagement services resulting from this RFQ shall meet the following objectives:

1. Commit to a close partnership with SFAPD's Reentry and Operations teams.
2. Connect marginalized, formerly incarcerated or justice involved adults to appropriate reentry services.
3. Will include strategies for overcoming barriers to community engagement.
4. Will reflect expertise in outreaching and engaging with high needs justice-involved adults.
5. Utilizing staff with lived experience of overcoming addiction, homelessness, incarceration, etc.
6. Data Collection: Selected Contractor will be required to track data as prescribed by SFAPD and report at minimum, twice per year on required outputs, outcomes, and demographics.

### **3.9 As-Needed Services**

Subject to the City's approval, the Grants awarded under this RFQ may be amended in accordance with City requirements to include City-requested as-needed additional service features that are related to the scope of work described in this RFQ. The extent and cost of as-needed additional services will be determined and negotiated by the City.

## 4 Proposal Submission Requirements

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Proposers interested in responding to this RFQ MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW. All Submissions for funding must be developed using the format below. This is necessary so that all Submissions can receive fair and equal evaluation. Submissions not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between Submissions by the RFQ Evaluation Panel.

### 4.1 Proposal Format

Proposals must be created using a word processing software (e.g., Microsoft Word or Excel) and typed in a serif font (e.g., Times New Roman, Calibri, Arial). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

**Proposers may submit Proposals for one or more of the following Program Areas. Proposers must meet the Minimum Qualifications for each Program Area for which they are submitting a Proposal.**

- **Program Area 1:** Clinical Case Management (Forensic Assertive Community Treatment) and Medication Management
- **Program Area 2:** Reentry Case Management
- **Program Area 3:** Mentoring
- **Program Area 4:** Life Skills
- **Program Area 5:** Psycho-Education/Outpatient Treatment Services
- **Program Area 6:** Group Facilitation and Reentry Support Networking
- **Program Area 7:** Outreach and Community Engagement

### 4.2 Proposal Content

Complete, but concise responses are recommended for ease of review. Proposals should provide RFQ. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled, and organized in a clear and logical fashion so that Proposal readers can easily understand information.

Complete Proposals must include all of the following components. If submitting Proposals for more than one Program Area, then Attachment IV ("Minimum Qualifications & Prior Project Descriptions") and Attachment V ("Proposal Narrative") must be included in each Program Area Proposal your organization submits.

- 1) **Attachment I: Terms and Conditions**
  - i. Must only sign acknowledgment page of Attachment I
- 2) **Attachment II: Local Business Enterprise (LBE) Certificate of Proof (if applicable)**
  - i. Use Attachment II only if your organization is a LBE
  - ii. Bonus points available
- 3) **Attachment III: Cover Sheet**
  - i. Must sign Attachment III
- 4) **Attachment IV: Minimum Qualifications**
  - i. Must complete an Attachment IV for each Program Area your organization submits a Proposal to
  - ii. Each Attachment IV must be a maximum of **10-page limit, INCLUDING** the length of the Attachment IV template
  - i. Please type responses directly onto the Attachment IV template

**5) Attachment V: Proposal Narrative**

- ii. Attachment V (“Proposal Narrative”) MUST be submitted PER PROGRAM AREA your organization is submitting a Proposal to.
- iii. Each Attachment V has a maximum number of **10-pages, INCLUDING** the length of Attachment V template
- iv. Please type responses directly onto Attachment VI template

**6) Attachment VI: Budget Template**

- i. Attachment VI (“Budget Template”) MUST be submitted PER PROGRAM AREA your organization is submitting a Proposal to.
- ii. Attachment VI \*“(Budget Template”) is NOT included in the maximum page counts.

**7) Attachment VII: Sample Grant Agreement**

- i. Informational Only

**4.3 Time and Place for Submission**

Proposals, Attachments, and all related material must be received by the deadline indicated on the cover page of this RFQ.

In order to be considered, Proposals must be e-mailed to [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org) by the specified deadline on cover page of this RFQ. Proposal, Attachments and all related material may be e-mailed in separate batches if files are too large to send all at once.

Proposals submitted by postal mail or fax will not be accepted. Late submissions will not be considered.

## **5 Proposer Evaluation Criteria and Selection**

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This section describes the guidelines used for analyzing and evaluating the proposals. It is the City’s intent to select Proposers for contract negotiations that will provide the best overall service package to the City. Proposers selected for contract negotiations are not guaranteed a contract. This RFQ does not in any way limit the City’s right to solicit contracts for similar or identical services. The SFAPD reserves the right not to award any grant agreement under this Request for Qualifications.

This section describes the criteria that will be used for analyzing and evaluating Submissions. The acceptance and/or selection of any Proposal shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

This RFQ does not in any way limit the City’s right to solicit Grant Agreement(s) for similar or identical services if, in the City’s sole and absolute discretion, it determines the Submissions are inadequate to satisfy its needs. The City reserves the right to not award any Grants under this RFQ.

### **5.1 Minimum Qualifications (Pass/Fail)**

Any Submission that does not demonstrate that the Proposer meets the Minimum Qualifications by the Proposal deadline will be issued a Notice of Non-Responsiveness and will not be evaluated or eligible for award under this RFQ. Proposals that fail to meet the Minimum Qualifications will not be evaluated.

To meet the Minimum Qualifications and to be deemed eligible for Proposal evaluation, each Proposer must submit and verify ALL of the following items, as described here and in Section 4 of this RFQ (“Proposal Submission Requirements”).

Attachment IV (“Minimum Qualifications”) MUST be submitted PER PROGRAM AREA your organization is submitting a Proposal to.

- **Required Attachments to be included in Proposal(s):** Proposal(s) must include the required Attachments I, III, IV, V, and VI. Attachment II and Attachment VII are optional.
- **Prior Project Descriptions:** Proposers must provide details of TWO (2) Prior Projects that have been operational for a minimum of TWO (2) consecutive years within the past FIVE (5) years that demonstrate how the Proposer has provided services for their selected Program Areas, which are described in Section 3 of this RFQ ("Scope of Work").

**Collaborations or joint submissions are permitted. For agencies submitting joint applications, the lead organization must be the organization with the expertise in behavioral health services and be able to demonstrate prior experience as prescribed in Attachment IV ("Minimum Qualifications").**

## 5.2 Proposal Evaluation Criteria (100-Maximum Possible Points)

Proposals that meet the Minimum Qualifications for each respective program area listed in Section 2 of this RFQ ("Scope of Work") will be evaluated on a 100-point scale by an Independent Evaluation Panel.

In accordance with Attachment V ("Proposal Narrative"), Proposers must describe their experience and expertise delivering the services outlined in the Program Service Area for which they are applying, as well as, their proposed approach to implementing the services described in the respective Program Service Area within this RFQ.

Proposers will describe the following elements in Attachment V ("Proposal Narrative"):

1. Organizational Overview
  - a. Organization's History
  - b. Organization Cultural, Gender, and Sexual Diversity Capacity
  - c. Organization Management Capacity
  - d. Organization Certifications
2. Work Plan
  - a. Experience implementing the objectives related to each respective Program Service Area
  - b. Approach to implementing the services outlined in each respective Program Service Area
3. Staffing Structure

Proposers will also describe program budget costs using Attachment VI ("Budget Template"). In accordance with Attachment VI ("Budget Template"), budget descriptions will be evaluated for responsiveness to instructions, as well as, inclusion of all costs supporting the Proposer's responses to the respective Program Service Area requirements. Budget responses that are not responsive will not receive any points.

The City intends for the Evaluation Panel to evaluate the Proposals generally in accordance with the criteria itemized in Attachment V, by Program Area.

## 5.3 Pre-Qualification List Determination

To be pre-qualified, a Proposer must receive a grand total score that is at or above 70-points to be eligible to participate in potential Contract award negotiations with the City during a period of two (2) years from the Pre-Qualification List Notification date. There is no numerical limit to the number of Proposers that may be listed on the Pre-Qualification List.

## 5.4 Selection for Grant Agreement Negotiations and Limitations

Pre-qualified Proposers may be asked to respond to requests for quotes, requests for Proposals, or other competitive processes for specific scopes of work to ensure the City receives the best value. Pre-qualified Proposers may be subject to reference checks and/or interviews prior to the City's selection for Contract negotiations. If reference checks are needed to confirm Proposer's experience, they will be used to verify the quality of staffing provided to prior clients, adherence to schedules/budgets, problem-solving capabilities, project



management capabilities, and the quality of deliverables and outcomes. Please see Attachment I, Section 13 ("Release of Liability")

If interviews are required to assist SFAPD with selection for contract negotiations, each Proposer should ensure that its Key Personnel be assigned to SFAPD services attend the interview. Key Personnel must include the proposed Project Manager and/or the proposed point of contact responsible for managing project resources, budget, timeline, deliverables and completion.

If a satisfactory Contract cannot be negotiated in a reasonable time or for a reasonable price with a selected Pre-qualified Proposer, then the City, in its sole discretion, may terminate negotiations and begin Contract negotiations with another Pre-qualified Proposer. The selection of any Proposer for Contract negotiations shall not imply acceptance by the City of all terms of their Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

Upon the City's determination that contracted services are appropriate, the City will send a Notice of Intent to Award to the selected Pre-qualified Proposer with the anticipated scope and details of the proposed engagement. Proposers may be required to provide additional information to the City to aid in its selection for Contract negotiations and/or for Contract award.

SFAPD may select pre-qualified Proposers for Contract negotiations without additional selection processes. For a list of all additional terms and conditions of this solicitation and resulting Contract(s) from it, please review Attachment I in its entirety ("RFQ Terms and Conditions").



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 250451

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

##### TYPE OF FILING

Original

##### DATE OF ORIGINAL FILING (for amendment only)

##### AMENDMENT DESCRIPTION – Explain reason for amendment

#### 2. CITY ELECTIVE OFFICE OR BOARD

##### OFFICE OR BOARD

Board of Supervisors

##### NAME OF CITY ELECTIVE OFFICER

Members

#### 3. FILER'S CONTACT

##### NAME OF FILER'S CONTACT

Angela Calvillo

##### TELEPHONE NUMBER

415-554-5184

##### FULL DEPARTMENT NAME

Office of the Clerk of the Board

##### EMAIL

Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

##### NAME OF DEPARTMENTAL CONTACT

Alek Hartwick

##### DEPARTMENT CONTACT TELEPHONE NUMBER

(628) 652-2341

##### FULL DEPARTMENT NAME

ADP Adult Probation

##### DEPARTMENT CONTACT EMAIL

alek.hartwick@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> The Regents of the University of California, San Franc	<b>TELEPHONE NUMBER</b> 415-290-4629
<b>STREET ADDRESS (including City, State and Zip Code)</b> 490 Illinois St., 4th Floor San Francisco, CA 94143	<b>EMAIL</b> catherine.lagarde@ucsf.edu

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 250451
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> Not to exceed \$17,872,321		
<b>NATURE OF THE CONTRACT (Please describe)</b> <p>Through this grant agreement UCSF provides clinical and re-entry case management and psycho-educational outpatient treatment services at SFAPD's Community Assessment and Services Center (CASC). The CASC is a multi-service, one-stop clinical reentry center that focuses on improving behavioral health outcomes. For 24 years, the CASC has effectively integrated SFAPD probation supervision services with comprehensive support to help SFAPD clients and other justice involved San Francisco residents access a wide range of community services.</p>		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Reilley/Chair	Janet	Other Principal Officer
2	Anguiano/Vice Chair	Maria	Other Principal Officer
3	Batchlor	Elaine	Board of Directors
4	Beharry	Josiah	Board of Directors
5	Chu	Carmen	Board of Directors
6	Cohen	Michael	Board of Directors
7	Elliott	Gareth	Board of Directors
8	Guber	Howard	Board of Directors
9	Hernandez	Jose	Board of Directors
10	Lee	Nancy	Board of Directors
11	Leib	Leib	Board of Directors
12	Makarechian	Hadi	Board of Directors
13	Matosantos	Ana	Board of Directors
14	Myers	Robert	Board of Directors
15	Park	Lark	Board of Directors
16	Robinson	Mark	Board of Directors
17	Sarris	Gregory	Board of Directors
18	Sures	Jonathan	Board of Directors
19			

**9. AFFILIATES AND SUBCONTRACTORS**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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### 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

### 10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

**SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK**

**DATE SIGNED**

BOS Clerk of the Board



## City and County of San Francisco Adult Probation Department

*Protect and Serve the Community, Further Justice, Inspire Change,  
and Prioritize Racial Equity so that all People May Thrive*

Cristel M. Tullock, MSW  
Chief Probation Officer

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DATE: April 25, 2025  
TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Christel Tullock, Chief Adult Probation Officer  
SUBJECT: Resolution approving an amendment to the grant agreement between the Adult Probation Department and The Regents of the University of California, on behalf of its San Francisco Campus.

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For consideration and approval by the Board of Supervisors is a proposed resolution to authorize a second amendment to the grant agreement (Contract ID: 10000028739) between the San Francisco Adult Probation Department (SFAPD) and The Regents of the University of California, on behalf of its San Francisco Campus (UCSF) for case management services that extends the grant term by two years to June 30, 2027 and increases the not to exceed grant amount to \$17,872,321.

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

- X One original and one copy of the proposed resolution
- X Original grant agreement (Contract ID: 10000028739)
- X First amendment to the grant agreement
- X Proposed second amendment to the grant agreement
- X Request for Qualifications (RFQ#APD2022-01)

Pending Ethics Form 126

**Special Timeline Requirements:** Please schedule for the earliest available date.

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

Damario Bullard, Sr. Administrative Analyst  
628-652-2349  
[Damario.Bullard@sfgov.org](mailto:Damario.Bullard@sfgov.org)

**Certified copy required:**      Yes                      X No