



**OFFICE OF THE SHERIFF
CITY AND COUNTY OF SAN FRANCISCO**

1 DR. CARLTON B. GOODLETT PLACE
ROOM 456, CITY HALL
SAN FRANCISCO, CALIFORNIA 94102



**VICKI L. HENNESSY
SHERIFF**

June 24, 2019

San Francisco Pretrial Diversion Project, Inc.
236 – 8th Street, Suite E
San Francisco, CA 94113

Attention: David Mauroff

Notice to Proceed

This letter is a Notice to Proceed for the **Pretrial Incarceration Alternatives (PIA)** Grant Agreement effective **July 01, 2019**. Enclosed is the fully Executed Agreement for your records.

Should you have any questions, please do not hesitate to contact me at (415) 554-4316 or contact Lorena Marquez at (415) 554-7427.

Thank you.


Crispin Hollings,
Chief Financial Officer
San Francisco Sheriff's Department

Enclosure: Executed Agreement

cc: Alissa Riker – Program Director
/file

**CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO SHERIFF'S DEPARTMENT**

FOURTH AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

SAN FRANCISCO PRETRIAL DIVERSION PROJECT, INC.

FOURTH AMENDMENT

This AMENDMENT of the, October 01, 2017 Grant Agreement (the "Agreement") is dated as of July 01, 2019 and is made in the City and County of San Francisco, State of California, by and between SAN FRANCISCO PRETRIAL DIVERSION PROJECT, INC. ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through SAN FRANCISCO SHERIFF'S DEPARTMENT ("Department").

RECITALS

WHEREAS, City and Grantee have entered into the Grant Agreement for fiscal year FY 2017-2018; and

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through **RFP 2017-03 Pretrial Services** issued on **April 06, 2017** and this modification is consistent therewith; and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein **to extend the term of the contract by one year, increase the contract amount, add a Cost of Doing Business (CODB) for FY2019-2020 and revise the Scope of Work**; and to insert updated provisions currently required in the City's standard Grant Agreement form;

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:

**Article 1
DEFINITIONS**

(a) **Agreement.** The term “Agreement” shall mean the Agreement dated **October 01, 2015** between Grantee and City, as amended by the:

First amendment	dated March 01, 2018 , and
Second amendment	dated March 02, 2018 , and
Third amendment	dated June 01, 2018 .

**Article 2
APPROPRIATION AND CERTIFICATION OF GRANT FUNDS;
LIMITATIONS ON CITY’S OBLIGATIONS**

(b) **Section 2.** Section 2.2 of the Agreement is amended in its entirety to read as follows:

2.2 Certification of Controller; Maximum Costs. 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. 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**

(c) **Section 3.2** Section 3.2 **Duration of Term** of the Agreement currently reads as follows:

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) OCTOBER 01, 2017 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on JUNE 30, 2019.

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

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) OCTOBER 01, 2017 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on JUNE 30, 2020.

Article 4 IMPLEMENTATION OF GRANT PLAN

(d) **Section 4.** Section 4 of the Agreement is amended in its entirety to read as follows:

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

4.3 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

a. Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

b. Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

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

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

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

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

Article 5 Use and Disbursement of Grant Funds

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

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **FIVE MILLION FOUR HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$5,468,352).**

Funding for the fiscal year 2017-2018 which will commence October 01, 2017 through June 30, 2018 will be **TWO MILLION FIFTY-NINE THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$2,059,760).**

Funding for the fiscal year 2018-2019 which will commence July 01, 2018 through June 30, 2019 will be **THREE MILLION FOUR HUNDRED EIGHT THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS (\$3,408,592).**

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

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **NINE MILLION NINE HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$9,958,915).**

Funding for the fiscal year 2017-2018 which will commence October 01, 2017 through June 30, 2018 will be **TWO MILLION FIFTY-NINE THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$2,059,760).**

Funding for the fiscal year 2018-2019 which will commence July 01, 2018 through June 30, 2019 will be **THREE MILLION FOUR HUNDRED EIGHT THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS (\$3,408,591).**

Funding for the fiscal year 2019-2020 which will commence July 01, 2019 through June 30, 2020 will be **FOUR MILLION FOUR HUNDRED NINETY THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS (\$4,490,564).**

Article 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

(f) **Section 6.** Section 6.7 is amended in its entirety to read as follows:

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.

**Article 7
TAXES**

(g) **Section 7.** The following is hereby added and incorporated into Section 7 of the Agreement:

7.4 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**

(h) **Section 8.** Section 8.4 is amended in its entirety to read as follows:

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).

**Article 10
INSURANCE**

(i) **Section 10.** The following is hereby added and incorporated into Section 10 of the Agreement:

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**

(j) **Section 11.** Section 11 is amended in its entirety to read as follows:

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, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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 16 COMPLIANCE

(k) **Section 16.** Section 16 is amended in its entirety to read as follows:

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 (j) 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 Working with Minors. RESERVED.

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

16.15 Public Access to Meetings and Records. 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 Slavery Era Disclosure. RESERVED.

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 RESERVED.

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.

Appendix B DEFINITION OF GRANT PLAN

(l) **Appendix B.** Appendix B of the Original Agreement is amended to replace and add budget pages as follows:

Budgets	Original Attachment #	Amended Attachment #
FY 19-20 – Pretrial Incarceration Alternatives (PIA)	B-1B	B-1D
FY 19-20 – BJA Grant Pretrial Mental Health Enhancement Project	B-2	B-2A
Summary of Program Budget Changes	C-3	C-4

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **July 01, 2019.**

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:

GRANTEE:

Recommended by:

**San Francisco Pretrial Diversion
Project, Inc.**



Vicki Hennessy
Sheriff
San Francisco Sheriff's Department



David Mauroff
Chief Executive Officer
236 – 8th Street, Suite E
San Francisco, CA 94103

City Vendor Number: **0000011529**

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Jana J. Clark
Deputy City Attorney

Attachment B

San Francisco Diversion Project, Inc. – Scope of Work (REVISED)

Program Name: Pretrial Incarceration Alternatives (PIA)

The intended outcome of Pretrial Release Services is to maximize appearances in court and minimize risk to public safety pending trial.

Probable Cause Review and Pretrial Risk Assessment

SFPDP will facilitate the Court's review of law enforcement's bookings into County Jail for Probable Cause through a process that has been developed over the years in collaboration with the Superior Court, Sheriff, and Police Department. 1) Daily, SFPDP Pretrial Release Specialists compile a list of arrested people who remain in custody within 48 hours of arrest. 2) Pretrial Release Specialists collect relevant Police Incident Reports from the arresting agency, and if available, Probable Cause Statements, and subsequently prepare workups for Superior Court's review by on-duty judge within 48 hours of person's arrest. 3) Pretrial Release Specialists and the Superior Court Clerk's Office jointly execute and file finalized paperwork using the Own Recognizance online system created for this purpose. In the event of no Probable Cause, a certified copy will be presented to the Sheriff's Department and Room 101 at the Hall of Justice. Additionally, a notification will be made to the District Attorney's Office. In the event that a judicial officer has reviewed the workup and has not declared Probable Cause within 48 hours of arrest, Pretrial Release Specialists will notify the Sheriff's Department Records Unit. SFPDP has the capacity to complete approximately 23 Probable Cause workups per day. If arrests that require Probable Cause review trends upward, SFPDP will give SFSD and the Court 30 days' notice that Pretrial Release Specialists will be diverted from PSA workups to help complete Probable Cause review as legally mandated.

SFPDP's Pretrial Release Specialists identify all people booked into jail who are eligible for consideration for release on Own Recognizance (OR) under state law, 7 days a week. For those identified as eligible for pre-arraignment OR consideration, per state law, the Pretrial Release Specialists expedite presentation to ensure that the Court reviews those OR Reports via OR Online within 24 hours of the person's identification confirmation. For all those eligible for either pre-Arraignment OR or Arraignment OR consideration, the Pretrial Release Specialists analyze city, state, and federal Record of Arrest and Prosecution (RAP) sheets and the Court Management System. The San Francisco Sheriff's Department and Superior Court have adopted the Laura and John Arnold Foundation's Public Safety Assessment Tool (PSA) to be provided to the Court for OR consideration. Pretrial Release Specialists will complete a PSA by entering 9 factors into an algorithm that produces three risk scores: likelihood to commit a new crime (NCA), likelihood to commit a new violent crime (NVCA), and likelihood of failure to appear in Court (FTA).

While the PSA *measures* pretrial risk, the San Francisco Decision Making Framework (DMF) is the local policy guidance for *managing* pretrial risk and providing consistent recommendations. The DMF contains four steps: *Step 1*) Pretrial Release Specialists will complete a PSA on all bookings for a new offense eligible for Pre-arraignment OR within 24 hours of the Sheriff's Department completing fingerprinting. For those not eligible for Pre-arraignment OR and have charges filed at Rebooking, a PSA will be completed prior to Arraignment Court. Pretrial Release Specialists will utilize the Sheriff's Department fingerprinting logs to ensure that Step 1 is completed as required. *Step 2*) The Pretrial Release Specialists consider the predetermined circumstances and booked offenses contained in Step 2 of the DMF that require an automatic recommendation of "release not recommended." *Step 3*) The NCA and FTA scores are plotted on a matrix that indicates which recommendation will be made: OR-No Active Supervision, OR-Minimum Supervision, SFPDP-Assertive Case Management, or Release Not Recommended. *Step 4*) Pretrial Services staff will consider the predetermined circumstances and booked offenses that would increase the level of supervision ("bump up"). Steps 2 through 4 are programmed into SFPDP's data management system to maximize fidelity.

After completing the PSAs and generating PSA Court Reports in SFPDP's unique data management system, PSA Court Reports are printed for judges in pre-arraignment cases and for judges, public defenders, and district attorneys in arraignment cases. Additionally, Pretrial Services staff will develop an OR Report containing individual and criminal history summary information for each person eligible for pre-arraignment OR and arraignment OR.

SFPDP staff who utilize the criminal history databases will be required to complete an extensive background review by the Sheriff's Department. Staff must biennially pass the California Law Enforcement Telecommunications System Less Than Full Access User examination. Staff must also attain access to the San Francisco Police Department Criminal Justice Database, the Court Management System and the Jail Management System. Furthermore, staff are required by state and federal law to report secondary dissemination of criminal history information by submitting a daily CORI log (Criminal Offender Record Information) to the Sheriff's Department.

Current capacity allows 22 PSAs per day, if those eligible for pre-arraignment OR exceeds 225 per day, SFPDP will notify Court and Sheriff of delay in uploading to the duty officer. This will also impact the ability to complete arraignment PSAs in time. If staffing impacts arraignment PSAs, SFPDP will notify Court and Sheriff of delay. SFPDP will complete PSA Court Reports and OR Reports in booked chronological order by court number, prioritizing pre-arraignment eligible ORs.

Alternatives to Pretrial Incarceration: NAS, MS, and ACM (Pretrial Services)

SFPDP will provide three levels of pretrial monitoring and supervision to which the Court may order for clients as a condition of their release on OR:

1. *No Active Supervision (OR-NAS)*: Provide court date reminders only.
2. *Minimum Supervision (OR-MS)*: Provide court date reminders and monitor twice per week phone reporting.
3. *Assertive Case Management (SFPDP-ACM)*: Release to ACM case managers for supervision, provide court date reminders, monitor up to

4 times per week reporting (2 to 4 in person), and an out of custody assessment of needs.

All clients released under SFPDP's continuum of supervision will receive court reminders prior to each court date. SFPDP will utilize an automated SMS text-messaging service for clients who provide their cellular phone number, or a phone call reminder for those who do not. SFPDP will also provide additional reminders to clients including emails and letters. Minimum Supervision clients will be required to contact SFPDP office 2 times per week by phone. At each contact, clients are asked about their court information, staff confirm contact information, and a general check-in is performed. For the clients released on both No Active Supervision and Minimum Supervision, no other conditions will be introduced by SFPDP unless imposed by the Court.

Clients granted OR release under the Assertive Case Management supervision level will be released from custody directly to an ACM case manager at County Jail #1. ACM case managers will complete a needs assessment and orientation for these clients that includes: collecting current contact information; completing a Triage Assessment; collecting a treatment history summary; introducing clients to the program and services; and providing an understanding of client and case manager expectations.

The ACM case managers will utilize the Triage Score to prioritize the deployment of case management and related resources and assign the client to a specific caseload of Low-ACM, Medium ACM, Intensive-ACM,

SFPDP shall attempt to maintain the following staff to client ratios based on client needs:

- 6 FTE ACM case managers to manage Intensive needs-ACM clients at a ratio of 15:1
- 6 FTE ACM case managers to manage Medium, and Low ACM clients at a ratio of 45:1.
- 1FTE ACM court compliance specialist to monitor compliance with court conditions, provide administrative assistance, and light case management.

Based on this designation and the client's assessed needs and capacity, the case managers will collaborate with the client to create a Treatment Plan, designed with the least restrictive conditions necessary, while at the same time ensuring community safety and court appearances as well as encompassing the minimum level of supervision ordered by the Court. If ACM releases trend upward, SFPDP will give SFSD 30 days' notice and submit requests to the Court to divert compliant lower need ACM clients to a lower level of supervision to shift the case management resources for higher need ACM clients.

ACM Case managers assigned to the Intensive Need clients will escort clients to court and community appointments, provide short-term stabilization housing, and transportation assistance. Clients may also be scheduled for individual counseling or medication assessments with clinical staff. These case managers will also provide outreach services to individuals who miss court dates or other mandated requirements.

In-Custody Referral and Release Program

Defendants not granted release under the continuum of supervision levels at pre-arraignment or arraignment may be referred to ACM for an In-Custody Referral (ICR). SFPDP will

maintain 2 FTEs to manage these ICRs and will perform an in-custody needs assessment that will : collect current contact and outreach information; complete a Triage and safety assessment; collect a treatment history summary; determine personal service needs; and provide an understanding of client and case manager expectations if recommended to our ACM program.

The ICR Case Manager will then perform a safety assessment and create a re-entry plan for clients determined amenable to case management. A release recommendation will be made to the Court within 7 business days that includes this re-entry plan and recommended supervision requirements. If the release recommendation is granted by the Court, the ICR Case Manager will coordinate with Jail Re-entry and outside service providers to maintain continuity of services such as: coordinating prescription medication supply for dispersal at release, coordinating intake date to program with jail release date, coordinating Medi-Cal insurance coverage if necessary, or preparing short-term housing for post-release stabilization.

The ICR Case Managers will manage a caseload ratio of 12:1, and at release, will assign the client to our Low-ACM, Medium ACM, or Intensive-ACM caseload, or (if necessary) keep the client on the ICR caseload if not stabilized in treatment. If the client is designated to the Intensive ACM or ICR caseload, SFPDP will provide additional resources and services to the Intensive Needs ACM clients identified by the Triage Scores and assessment information. ACM or ICR staff will escort clients to court and community appointments, provide short-term stabilization housing with allocated emergency SFSD funds, and transportation assistance through MUNI tokens or by escorting clients to any appointments. Clients may also be scheduled for individual counseling or medication assessments with clinical staff. ACM and ICR Case managers will provide outreach services to individuals who miss court dates or other mandated requirements.

Additionally, the ICR Case Manager will coordinate treatment placement for Transport-Only referrals. They will perform a safety assessment and coordinate with Jail Re-entry and outside service providers to maintain continuity of services such as: coordinating prescription medication supply for dispersal at release, coordinating intake date to program with jail release date, and coordinating Medi-Cal insurance coverage if necessary. ICR staff or the SFSD Community Health Worker will escort the Transport-Only client at release and SFPDP will request to the Court to be relieved of supervision after Transport Report is delivered

Performance Measures

On a monthly basis, SFPDP will provide SFSD with:

- Number of PSAs presented pre-arraignment per month.
- Number of releases pre arraignment per month.
- Number PSAs presented at arraignment per month.
- Number of releases which occur at arraignment per month.
- Average daily count for each supervision level: NAS, MS, ACM ,
- Number of new releases per month for each supervision level: NAS, MS, ACM, including numbers for each ACM client need category (low, medium, intensive).
- **Number of ICR referrals and number released to ACM and number released as transport only.**
- Appearance Rate for each supervision level as defined by percentage of supervised defendants per month who do not have a bench warrant issued for failure to appear.

On a quarterly basis, SFPDP will provide SFSD with:

- Safety Rate for each supervision level as defined by percentage of defendants per quarter who are not arraigned on a new offense or held on probation or parole violations **in San Francisco** during pretrial stage.
- Average length of stay on pretrial supervision for completed and terminated clients.

On a biannual basis, SFPDP will provide SFSD with:

- PSA scores and mandated supervision levels for those who fail to appear or who are arraigned on a new offense or held on probation or parole violations during pretrial stage.

GRANT REQUIREMENTS

All providers must share data and treatment plans with other providers and SFSD staff. Data is not the proprietary property of any provider.

Providers must assist SFSD staff or designated evaluators with data collection and program analysis.

Providers will provide sufficient cross-training so that services are not interrupted due to employee illness and/or vacation.

Providers are required to use Jail Management System (JMS).

Providers must submit data related to outcomes and performance with each monthly invoice. Invoices submitted without data will not be paid.

The monthly Performance Measures are due the 5th day of the new reporting period.

The quarterly Performance Measures are due on the 25th of the month following the end of the Quarterly e.g. October 25th, January 25th, April 25th, and July 25th.

Grantee shall annually have its books audited by a Certified Public Accountant and a copy of said audit report and associated management letter shall be transmitted to the Sheriff or his designee within 180 days of the end of each fiscal year. If Grantee expense \$500,000 or more in Federal funding per year, from any and all Federal grants, said audit shall be conducted in accordance with OMB Circular A-133.

San Francisco Sheriff's Department
Financial Services
FY 2019-2020 Budget Request

Agency Name:

San Francisco Pretrial Diversion Project

Date:

6/7/2019

Program Title:

Pretrial Incarceration Alternatives (PIA)

Grant/Contract Period:

7/1/2019-6/30/2020

Total Program Budget Summary

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 3,444,334
B) Direct Program Operating Expenses	\$ 183,544
C) Program [Sub-]Contract Services	\$ 162,000
D) Program Equipment Purchase	\$ 15,000
X) Non-Program Indirect/Admin/Overhead Costs** (19.35%)	\$ 666,479
TOTAL PROGRAM [& NON-PROGRAM] AMOUNT:	\$ 4,471,357

*Totals must match subtotals on corresponding budget pages. (Hint: complete those pages first and the totals from each page will populate this summary page.)

**Indirect/Admin/Overhead ("Non-Program") costs cannot exceed 20% of Program Salaries & Fringe Benefits without sufficient justification and SFSD CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs. Please note Indirect/Admin/Overhead is only allowed for Program Salaries & Fringe Benefits.

Agency's Director or Financial Officer



Date:

06.19.19

FOR SHERIFF USE ONLY

Program Budget Approved



Sheriff's Chief Financial Officer

6.20.2019

Date:

Data entry of Approved Budget

Date:

Accounting Codes (and amounts if more than one): _____

**San Francisco Sheriff's Department
Financial Services
FY 2019-2020 Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project

Date:

6/7/2019

Program Title:

Pretrial Incarceration Alternatives (PIA)

Grant/Contract Period:

7/1/2019-6/30/2020

A) Program Salary and Fringe Benefits Budget Summary

Position/Title	FTE Equivalent	Hrs/ Wk	Wks/ Yr	Hourly Salary	Salary Amt	Fringe %	Fringe Amt	Total Salary Request
1 Chief Executive Officer	0.675	27	52	73.24	\$102,829	25%	\$25,707	\$ 128,536
2 Chief Operating Officer	0.675	27	52	47.99	\$67,378	25%	\$16,844	\$ 84,222
3 Chief Programs Officer	0.675	27	52	47.99	\$67,378	25%	\$16,844	\$ 84,222
4 Director of Programs (new)	0.675	27	52	42.31	\$59,400	25%	\$14,850	\$ 74,250
5 Training and Development Manager	0.18	7.2	52	34.5	\$12,917	25%	\$3,229	\$ 16,146
6 Pretrial Release Services Supervisor	1	40	52	35.36	\$73,549	25%	\$18,387	\$ 91,936
7 Pretrial Release Services Assistant Supervisor	1	40	52	33.17	\$69,000	25%	\$17,250	\$ 86,250
8 Pretrial Release Specialist 1	6	240	52	25.88	\$322,998	25%	\$80,750	\$ 403,748
9 Pretrial Release Specialist 2 **	6	240	52	32.52	\$405,826	25%	\$101,457	\$ 507,283
10 Judicial Liaison	0.2	8	52	58.93	\$24,515	25%	\$6,129	\$ 30,644
11 ACM Case Manager Supervisor	1	40	52	32.83	\$68,286	25%	\$17,072	\$ 85,358
12 ACM Case Manager Assistant Supervisor	1	40	52	30.77	\$64,000	25%	\$16,000	\$ 80,000
13 Lead ACM Case Manager	1	40	52	30.24	\$62,899	25%	\$15,725	\$ 78,624
14 ACM Case Manager **	12	480	52	27.78	\$693,389	25%	\$173,347	\$ 866,736
15 Court Compliance Specialist **	2	80	52	25.26	\$105,082	25%	\$26,270	\$ 131,352
16 Program Assistant	0.9	36	52	18.96	\$35,498	25%	\$8,874	\$ 44,372
17 Court Team Supervisor	1	40	52	34.50	\$71,760	25%	\$17,940	\$ 89,700
18 Lead Court Liaison	1	40	52	29.30	\$60,944	25%	\$15,236	\$ 76,180
19 Court Liaison	4	160	52	27.78	\$231,130	25%	\$57,782	\$ 288,912
20 ICR Case Manager	2	80	52	27.78	\$115,565	25%	\$28,891	\$ 144,456
21 Clinical Therapist / Case Manager	0.2	8	52	98.86	\$41,126	25%	\$10,281	\$ 51,407
22	0		52		\$0	25%	\$0	\$ -
23	0		52		\$0	25%	\$0	\$ -
24	0		52		\$0	25%	\$0	\$ -
TOTAL FTEs	43.18			Subtotal Salary & Fringe Benefits:				\$ 3,444,334

** Funding Pending Approval in Mayor's FY 19-20 Proposed Budget.

** Pretrial Release Specialist 2 (2.2 FTE's) / ACM Case Manager (1 FTE) / Court Compliance Specialist (1 FTE) = \$324,054
+ Indirect Cost @ 19.34% = \$ 62,705 = TOTAL \$386,759

Please insert additional lines as needed for all positions in your program budget and double-check the Subtotal line to verify that the formula includes all applicable cells in range.

San Francisco Sheriff's Department
Financial Services
FY 2019-2020 Budget Request

Agency Name:

San Francisco Pretrial Diversion Project

Date:

6/7/2019

Program Title:

Pretrial Incarceration Alternatives (PIA)

Grant/Contract Period:

7/1/2019-6/30/2020

B) Direct Program Operating Expenses Summary

Expense Item	Description/Purpose		Request Amount
	Monthly Amount (or Cost per Mile)	# of Months (or Miles)	
Office Supplies	\$ 1,125.00	12	\$ 13,500
Printing	\$ 750.00	12	\$ 9,000
Postage	\$ 150.00	12	\$ 1,800
Office Equipment Lease	\$ 1,875.00	12	\$ 22,500
Rent	\$ -	12	\$ -
Utilities	\$ 2,137.50	12	\$ 25,650
Telephone/Cell/Internet	\$ 1,350.00	12	\$ 16,200
Program Staff Training	\$ 1,053.65	12	\$ 12,644
Program Staff Conferences	\$ 1,166.67	12	\$ 14,000
Program Staff Travel	\$ 187.50	12	\$ 2,250
Other (describe):			
Client Flex Fund	\$ 5,500.00	12	\$ 66,000
Other (describe):			\$ -
			\$ -
			\$ -
Accounting Codes (and amounts if more than one):	Subtotal Other Current Expenses:		\$ 183,544

**San Francisco Sheriff's Department
Financial Services
FY 2019-2020 Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project

Date:

6/7/2019

Program Title:

Pretrial Incarceration Alternatives (PIA)

Grant/Contract Period:

7/1/2019-6/30/2020

C) Program [Sub-]Contract Services

Consultants/Professional Services*					
Name	Agency	Description of Services	Estimated Cost Per Hour	Estimated Hours	Request Amount
		IT Managed Services			\$ 108,000
		Strategic & Financial Planning			\$ 13,500
		Outcomes Analysis & Reporting			\$ 22,500
		Database Development			\$ 18,000
					\$ -
					\$ -
Other [Sub-]Contract Services (provide description):					
Item (Example):	Description:		Estimated Cost Per Hour	Estimated Hours	Request Amount
					\$ -
					\$ -
					\$ -
					\$ -
Agency's Financial Officer			Subtotal for [Sub-]Contractual Services:		\$ 162,000

*Please submit to SFSD Financial Services a copy of your agency's contract or agreement with each [sub-]contractor/consultant identified in your budget. This is normally a one-time submission. Please contact SFSD Financial Services with any questions regarding this.

Please insert additional lines as needed for all [sub-]contractors/consultants in your program budget and double-check the Subtotal line to verify that the formula includes all applicable cells in range.

**San Francisco Sheriff's Department
Financial Services
FY 2019-2020 Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project

Date:

6/7/2019

Program Title:

Pretrial Incarceration Alternatives (PIA)

Grant/Contract Period:

7/1/2019-6/30/2020

D) Program Equipment Purchase

Equipment to be purchased	Purpose for Equipment	Request Amount
5 Comp/Monitors	Replacement of Existing \$ 1,200	\$ 6,000
4 Comp/Monitors **	New staff \$ 1,200	\$ 4,800
4 Desk and chairs **	New staff \$ 1,050	\$ 4,200
Subtotal for Equipment Purchases:		\$ 15,000

** Funding Pending Approval in Mayor's FY19-20 Proposed Budget.

** Comp/Monitors / Desk and Chairs = \$9,000

**San Francisco Sheriff's Department
Financial Services
FY 2019-2020 Revised Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project

Date:

6/7/2019

Program Title:

BJA Grant - Pretrial Mental Health Enhancement Project

Grant/Contract Period:

7/1/2019 - 6/30/2020

Total Program Budget Summary

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 1,970
B) Direct Program Operating Expenses	\$ 16,856
C) Program [Sub-]Contract Services	\$ -
D) Program Equipment Purchase	\$ -
X) Non-Program Indirect/Admin/Overhead Costs** (19.35%)	\$ 381
TOTAL PROGRAM [& NON-PROGRAM] AMOUNT:	\$ 19,207

*Totals must match subtotals on corresponding budget pages. (Hint: complete those pages first and the totals from each page will populate this summary page.)

**Indirect/Admin/Overhead ("Non-Program") costs cannot exceed 20% of Program Salaries & Fringe Benefits without sufficient justification and SFSD CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs. Please note Indirect/Admin/Overhead is only allowed for Program Salaries & Fringe Benefits.

Agency's Financial Officer



Date:

06.19.19

FOR SHERIFF USE ONLY

Program Budget Approved



06-20-19
Date:

Data entry of Approved Budget

Date:

Index Codes (and amounts if more than one): _____

**San Francisco Pretrial Diversion Project, Inc.
Summary of Program Budget Changes
Amendment # 4**

Pretrial Incarceration Alternatives (PIA)

	Fiscal Year	Contract Term	Contract Amount
Original Contract			
Pretrial Incarceration Alternatives (PIA)	FY 17-18	10/1/2017 - 06/30/2020	\$ 2,005,747
Pretrial Incarceration Alternatives (PIA)	FY 18-19	07/1/2018 - 06/30/2020	\$ 2,500,764
Pretrial Incarceration Alternatives (PIA)	FY 19-20	07/01/2019 - 06/30/2020	\$ 2,500,764
Amendment # 1			
BJA Grant - Pretrial Mental Health Enhancement Project	FY 17-18	03/01/2018 - 06/30/2020	\$ 25,610
BJA Grant - Pretrial Mental Health Enhancement Project	FY 18-19	03/01/2018 - 06/30/2020	\$ 76,823
BJA Grant - Pretrial Mental Health Enhancement Project	FY 19-20	03/01/2018 - 06/30/2020	\$ 19,207
Amendment # 2			
Pretrial Incarceration Alternatives (PIA) - ICR Case Management	FY 17-18	03/02/2018 - 06/30/2020	\$ 28,403
Pretrial Incarceration Alternatives (PIA) - ICR Case Management	FY 18-19	07/01/2018 - 06/30/2020	\$ 82,053
Amendment # 3			
Pretrial Incarceration Alternatives (PIA)	FY 18-19	07/1/2018 - 06/30/2020	\$ 748,952
Pretrial Incarceration Alternatives (PIA)	FY 19-20	07/01/2019 - 06/30/2020	\$ (2,500,764)
BJA Grant - Pretrial Mental Health Enhancement Project	FY 19-20	03/01/2018 - 06/30/2020	\$ (19,207)
Amendment # 4			
Pretrial Release and Diversion Services	FY 19-20	07/01/2019 - 06/30/2020	\$ 3,976,193
FY 19-20 - CODB - 2.5%	FY 19-20	07/01/2019 - 06/30/2020	\$ 99,405
Pretrial Release and Diversion Services - Additional Funding Pending Approval in Mayor's FY19-20 Proposed Budget	FY 19-20	07/01/2019 - 06/30/2020	\$ 395,759
BJA Grant - Pretrial Mental Health Enhancement Project	FY 19-20	03/01/2018 - 06/30/2020	\$ 19,207
TOTALS			\$ 9,958,915