

DRAFT 05.03.2021

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

**San Francisco Pretrial Diversion Project, Inc.
Contract No. (# Pending)**

This Agreement is made this **First day of July 2021**, in the City and County of San Francisco (“City”), State of California, by and between **San Francisco Pretrial Diversion Project, Inc., 236 – 8th Street, Suite E, San Francisco, CA 94113** (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Sheriff’s Office (“SFSO”) wishes to contract for pretrial services; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP SHF2020-04/Event No. 0000004830 - Pretrial Services, a Request for Proposal (“RFP”) issued on December 22, 2020, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement is 5%; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number 44812-20/21 on November 18, 2020; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution No. _____ on _____.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and San Francisco Sheriff’s Office.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.6 “Contractor” or “Consultant” means **San Francisco Pretrial Diversion Project, Inc., 236 – 8th Street, Suite E, San Francisco, CA 94113.**

1.7 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on **July 01, 2021 and expire on June 30, 2024**, unless earlier terminated as otherwise provided herein.

2.2 The City has **two (2)** options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at

the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will 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 the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **\$18,764,430 (Eighteen Million Seven Hundred Sixty Four Thousand Four Hundred Thirty)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if

the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within **30** calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) Reserved. (Payment Discount Terms.)

3.3.6 LBE Payment and Utilization Tracking System. Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of City's payment of an invoice, Contractor shall confirm that all subcontractors have been paid in Payment Module of the City's Supplier Portal unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due. Self Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.7 Getting paid by the City for Goods and/or Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.8 Reserved. (Grant Funded Contracts.)

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Reserved. (Payment of Prevailing Wages.)

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City’s execution of this Agreement constitutes its approval of the subcontractors listed below.

Varsity Technologies, Strategic & Financial Planning, Research Development Associates, Database Development – Beezwas, Exygy.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** 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 Contractor 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 Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

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

(c) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Reserved. (Professional Liability Coverage.)

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City’s or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Insurance with limits of not less than \$5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Reserved. (Pollution Liability Insurance).

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement.)

5.1.3 Waiver of Subrogation Endorsements

(a) 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.

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement.)

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance 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.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any

and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor 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, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor 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 Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

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

(a) Halting the performance of all Services 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.

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

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

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

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

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.12	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (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 Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor'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 Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor’s copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City’s prior written approval,

Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (“Mandatory City Requirements”) are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor 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 subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor 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, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least **5%** of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor 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. Contractor 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>. Contractor 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, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 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.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for

which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor 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 Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

Reserved. (Slavery Era Disclosure.)

10.12 Reserved. (Working with Minors.)

10.13 Consideration of Criminal History in Hiring and Employment Decisions.

10.13.1 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.

10.13.2 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.

10.14 **Public Access to Nonprofit Records and Meetings.** If Contractor 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, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.15 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.16 **Distribution of Beverages and Water.**

10.16.1 **Sugar-Sweetened Beverage Prohibition.** Contractor 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.

10.16.2 **Packaged Water Prohibition.** Contractor 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.

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

Reserved. (Preservative Treated Wood Products.)

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: **Crispin Hollings, Chief Financial Officer**
San Francisco Sheriff's Office
1 Dr. Carlton B. Goodlett Place, Room 456
San Francisco, CA 94102
Crispin.Hollings@sfgov.org
Phone: (415) 554-4316

To Contractor: **David Mauroff, Chief Executive Officer**
San Francisco Pretrial Diversion Project, Inc.
236 – 8th Street, Suite E
San Francisco, CA 94113

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including

but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue

for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, “Modification of this Agreement.”

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City’s Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor’s proposal dated February 19, 2021. The RFP and Contractor’s proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor’s proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Contractor’s printed terms attached, the City’s terms shall take precedence, followed by the procurement issued by the department, Contractor’s proposal, and Contractor’s printed terms, respectively.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1

Contractor staff with access to the criminal history databases shall undergo a criminal background check and review by both the San Francisco Sheriff's Office (SFSO) and San Francisco Police Department. All Contractor staff must biennially pass the California Law Enforcement Telecommunications System (CLETS) Less Than Full Access User examination. In addition, Contractor shall complete and maintain a CLETS Private Contractor Management Control Agreement (Appendix [C]) with SFSO certifying that Contractor agrees to be bound by its provisions including (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP. Contractor further agrees to update the CLETS Management Control Agreement when the head of either agency changes or immediately upon request from the CA DOJ. Contractor Staff must also work with SFSO staff to maintain log in access to the San Francisco Police Department Criminal Justice Database, JUST.IS, and the Jail Management System. Further, Contractor agrees to report secondary dissemination of criminal history information by submitting the CORI (Criminal Offender Record Information) Log to the Sheriff's Office, as required by state and federal law.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements) Reserved. (Business Associate Agreement.)

13.3 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

13.4 Management of City Data and Confidential Information.

13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

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

Paul Miyamoto
Sheriff
San Francisco Sheriff's Office

David Mauroff
Chief Executive Officer
236 – 8th Street, Suite E
San Francisco, CA 94113

City Supplier Number: **0000011529**

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Jana Clark
Deputy City Attorney

Approved:
Sailaja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

By: _____

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: CLETS Private Contractor Management Control Agreement

Appendix A Scope of Services

San Francisco Diversion Project, Inc.

Program Name: Pretrial Services

Contract Number: (# Pending)

The intended outcome of pretrial incarceration alternatives is to maximize appearances in court and minimize risk to public safety pending trial.

Contractor shall deliver the following services, as set forth below:

1. Probable Cause Review and Pretrial Risk Assessment

San Francisco Pretrial Diversion Project, Inc. (“SFPDP”) shall facilitate the San Francisco Superior Court's (“Superior Court” or “Court”) review of law enforcement's bookings into the San Francisco County Jail (“County Jail” or “Jail”) for Probable Cause through a process that has been developed over the years in collaboration with the Superior Court, the San Francisco Sheriff's Office (“SFSO”), and Police Department as follows: 1) Daily, SFPDP Pretrial Services Staff (“Pretrial Services Staff”) compile a list of arrested people who remain in custody within 48 hours of arrest. 2) Pretrial Services Staff collect relevant Police Incident Reports from the arresting agency and subsequently prepare workups for Superior Court's review by on-duty judge/commissioner within 48 hours of person's arrest. 3) Pretrial Services Staff and the Superior Court Clerk's Office jointly execute and file finalized paperwork using the Court's DocuSign website. In the event that the Court finds no Probable Cause, SFPDP reports the outcome immediately via email and telephone to the San Francisco's Sheriff's Records Unit and the SF District's Attorney's Office. Additionally, SFPDP provides all parties, including the California Superior Court administrative staff, with an electronic copy of the Probable Cause Cover Sheet with the Judicial Officer's signature and timestamp from DocuSign for filing.

SFPDP's Pretrial Services Staff shall identify all people booked into jail who are eligible for consideration for release on Own Recognizance (“OR”) under state law, 24 hours per day, 7 days a week. For those identified as eligible for pre-arraignment OR consideration, Pretrial Services Staff shall expedite presentation to a Judicial Officer to ensure compliance with the final judgement in *Buffin v. San Francisco*. SFPDP shall deliver the following services required for pre-arraignment review:

- Determine eligibility for pre-arraignment release per Penal Code 1270.1 and Penal Code 1319.5 and communicate status of newly booked inmates to SFSO.
- Print, process, analyze, and summarize criminal history information, ensuring completeness and accuracy.
- Submit Public Safety Assessment workups for eligible cases within 8 hours of ID confirmation.

- Monitor the 18-hour timeline for judicial release determinations and provide a completed “Decision Not Rendered” form to SFSO Records Unit when the 18 hour mark expires.
- Monitor the submission of affidavits submitted by law enforcement agencies that may extend the 18-hour timeline to 30-hours.
- Provide SFSO with weekly data export files of all completed Public Safety Assessments, ID confirmation time; booking information and case legal proceedings.
- Make routine contact with San Francisco County Jail inmates to communicate the outcome of the judicial review including whether release was denied and bail was set by the Court.

For all those eligible for either pre-Arrest OR or Arrest OR consideration, the Pretrial Services Staff shall 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 Arnold Venture's Public Safety Assessment Tool (PSA) to be provided to the Court for OR consideration. Pretrial Services Staff shall conduct a PSA by inputting 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 developing recommendations consistently. The DMF contains four steps. The Pretrial Services Staff shall complete the steps as follows: *Step 1)* Pretrial Services Staff shall complete a PSA on all bookings for a new offense eligible for Pre-arrest OR within 8 hours of the identification confirmation. Pretrial Services Staff shall complete a PSA for those not eligible for Pre-arrest OR and have charges filed at Re-booking prior to Arrest Court. Pretrial Services staff shall utilize the SFSO fingerprinting logs to ensure that *Step 1)* is completed as required. *Step 2)* The Pretrial Services staff shall 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 Pretrial Services Staff shall plot the NCA and FTA scores 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 shall consider the predetermined circumstances and booked offenses that would increase the level of supervision ("bump up"). The Pretrial Services Staff shall program Steps 2 through 4 into SFPDP's data management system to maximize fidelity.

In addition to the completed PSA, the Pretrial Services Staff shall provide the court with a supplemental criminal history summary; complete criminal history materials including local, state, out-of-state, and federal records of arrest and prosecution; and the incident report. The Pretrial Services Staff shall upload the PSA and these other materials, as they are available, for the court’s attention using DocuSign, where the judge can review and authorize release orders electronically. For pre-arrest eligible cases, judicial decisions must be made within 18 hours of the person’s fingerprint identification. , The Pretrial Services Staff shall meet with any individuals granted pre-arrest release and convey to them any release conditions set by

the court. Pretrial Services Staff shall inform those denied release by the court of that denial decision and whether the judge set a financial bail amount. In arraignment cases, Pretrial Services Staff shall provide PSA Court Reports to judges, public defenders, and district attorneys.

2. Pretrial Supervision.

Pretrial Services Staff shall provide three levels of pretrial supervision to which the Court may order for clients as a condition of their release on OR, as follows:

1. *No Active Supervision (OR-NAS)*: Provide court date reminders only.
2. *Minimum Supervision (OR-MS)*: Provide court date reminders and twice per week phone reporting.
3. *Assertive Case Management (SFPDP-ACM)*: Escort all ACM clients from the Release Facility and provide individual orientations as to the conditions of release, complete a needs assessment, provide court date reminders, and meet with clients up to 4 times per week as ordered by the Court.

Pretrial Services Staff shall provide all clients released to any of the three supervision levels listed above with court reminders prior to each court date. SFPDP shall 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. For those clients without a phone number, SFPDP shall provide reminders to clients utilizing emails and letters. Pretrial Services Staff shall require that Minimum Supervision clients contact SFPDP office 2 times per week by phone. At each contact, Pretrial Services Staff shall ask clients about their court requirements and confirm contact information such as phone numbers, email and mailing addresses. For the clients released on both No Active Supervision and Minimum Supervision, Pretrial Services Staff shall not introduce any additional conditions other than those imposed by the Court.

Pretrial Services Staff shall escort clients granted OR release under the Assertive Case Management supervision level from custody at County Jail #1. ACM case managers shall complete a needs assessment and orientation for these clients that includes: the Brief Jail Mental Health Screening (BJMHS); collection of current contact information; and an interview undertaken to understand how a client's personal history and present circumstances can inform counseling and treatment services. This needs assessments shall include information about the client's history of substance use, health insurance status, history of mental health diagnoses and interventions, and housing status.. Based on the client's assessed needs and capacity, the ACM case managers shall collaborate with the client to create a Treatment Plan which will include the client's goals and objectives while on pretrial release and which interventions SFPDP will use to support the client's goals. Treatment plans may include referrals to the in-office social worker or psychologist; referrals to outside treatment providers for substance use treatment and behavioral health services; participation in group classes for behavioral health resources; and connection to General Assistance resources. These plans shall be 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. When making referrals to other providers, ACM case managers shall facilitate the initial connection

and follow up with providers to ensure that the client is engaged in the services as expected. Prior to each ACM client's court date, Pretrial Services Staff shall write and deliver a progress report for the court's attention. These progress reports shall delineate how each client has performed against the court's expectations while on pretrial release, which should include, as applicable, reporting frequency, group attendance, and participation in other outside services.

ACM case managers also shall identify ACM clients who are experiencing homelessness and utilize emergency funds from the Client Flex Fund to link to stabilization housing. Pretrial Services Staff shall consider factors like mental health, substance use, medical needs, and program goals to inform which clients should be prioritized for housing resources. In addition, ACM staff shall ensure that every unsheltered ACM client receives an assessment for the City's Adult Coordinated Entry System that determines priority access to housing opportunities.

In the case that an ACM client does not comply with reporting requirements, ACM staff shall contact family, friends, service providers, and other local institutions in an attempt to regain contact with the client and support them to comply with release conditions. When ACM clients fail to appear for scheduled court dates, Pretrial Services Staff shall attempt to regain contact to attempt to add the client "back to calendar," which may prevent the client's rearrest.

In addition to the continuum of supervision levels, Pretrial Services Staff also shall provide services at the request of the Court for release facilitation and transportation of pretrial defendants to various residential treatment facilities. Pretrial Services Staff shall interview these clients in custody and present the court with a written report that includes a recommendation regarding the client's release within seven days of the referral. For any clients granted release by the court, Pretrial Services Staff shall coordinate the release from custody with SFSO Records Unit. If the court has ordered participation in residential treatment as a release condition, Pretrial Services staff shall work with the treatment provider and the Records Unit to time the release based on the availability of the treatment bed. Pretrial Services Staff shall monitor the client's treatment at the program as with other ACM clients and provide progress reports to the court.

- SFPDP shall prepare quarterly reports for the SFSO that include the following information: Number of PSAs presented pre-arraignment per quarter.
- Number of releases pre arraignment per quarter.
- Number of PSAs presented at arraignment per quarter.
- Number of releases which occur at arraignment per quarter.
- Average daily count and number of new releases per quarter for each supervision level: NAS, MS, and ACM.
- Appearance Rate for each supervision level as defined by percentage of supervised defendants per quarter who do not have a bench warrant issued for failure to appear
- Safety Rate for each supervision level as defined by percentage of supervised defendants per quarter who are not arraigned on a new offense or held on probation or parole violations during pretrial stage.
- Number of clients referred post arraignment for release facilitation and number of clients released.
- Average length of stay on pretrial supervision for completed and terminated clients.

SFPDP shall prepare biannual reports for the SFSO that include the following information:

- 6 Month Appearance Rate for each supervision level as defined by percentage of supervised defendants during the six month period who do not have a bench warrant issued for failure to appear.
- 6 month Safety Rate for each supervision level as defined by percentage of supervised defendants during the six month period who are not arraigned on a new offense or held on probation or parole violations during pretrial stage.

SFPDP shall prepare annual reports for the SFSO that include the following information:

- 12 Month Appearance Rate for each supervision level as defined by percentage of supervised defendants during the year who did not have a bench warrant issued for failure to appear.
- 12 month Safety Rate for each supervision level as defined by percentage of supervised defendants during the year who are not arraigned on a new offense or held on probation or parole violations during pretrial stage.

3. Pretrial Diversion Services.

Pretrial Diversion provides eligible individuals with the opportunity to complete a treatment plan or perform community service in lieu of traditional criminal proceedings. Clients who successfully complete Pretrial Diversion may have their case dismissed. This program encompasses several components of court ordered alternatives, such as, Community Service Projects, Post-Conviction, and Deferred Entry of Judgment cases.

Pretrial Services Staff shall deliver the following services:

- **Pretrial Diversion** – Pretrial Services Staff shall interview out of custody clients referred by the court on misdemeanor charges to identify a treatment plan that addresses the court requirements as well as the client’s needs, perform case management to monitor and verify client’s progress, and submit progress reports for each court date. Once the client successfully completes the objectives contained in the treatment plan, the court may dismiss the charges pursuant to Penal Code 1001.95.
- **Primary Caregiver Diversion**- Pretrial Services Staff shall interview out of custody clients referred by the court on misdemeanor or non-violent, non-serious felony charges to identify a treatment plan that would address the court requirements as well as the client’s needs, perform case management to monitor and verify client’s progress, and submit progress reports for each court date. Once the client successfully completes the objectives contained in the treatment plan, the court may dismiss the charges pursuant to Penal Code 1001.83.
- **Deferred Entry of Judgment** – Pretrial Services Staff shall assist clients in completing a court assigned program with the understanding that charges will be dropped at successful

completion, consistent with the court's order, monitor and verify client's progress, and submit reports for each court date. Once the client successfully completes the objectives contained in the treatment plan, the court may dismiss the charges pursuant to Penal Code 1001.95.

- **Post** – Pretrial Services Staff shall work with post-conviction misdemeanor clients assigned to Pretrial Services by the Court. Pretrial Services Staff shall conduct an initial interview of the client, which includes questions about the client's personal history and informs how to design treatment elements, which may include educational classes, behavioral health services, substance use treatment, and professional development programs. Pretrial Services Staff shall monitor a client's participation in the assigned program as a condition of misdemeanor probation, and submit progress reports for each court date on treatment plan adherence.

SFPDP shall prepare quarterly reports for the SFSO that include the following information:

- Average daily count and number of new client interviews per month broken out into 3 categories: 1) Pretrial Diversion; 2) Primary Care Diversion; and 3) DEJ and Post
- Appearance Rate: Percentage of supervised defendants per quarter who do not have a bench warrant issued for failure to appear broken out into 3 categories above.
- Safety Rate as defined by percentage of clients per quarter who are not arraigned on a new offense or held on probation or parole violations during pretrial stage broken out into 3 categories above.
- Average length of stay on diversion caseload for completed and terminated clients broken out into 3 categories above.

SFPDP shall prepare annual reports for the SFSO that include the following information:

- 12 Month Appearance Rate for each of the 3 categories as defined by percentage of supervised defendants during the year who did not have a bench warrant issued for failure to appear.
- 12 month Safety Rate for each of the 3 categories as defined by percentage of supervised defendants during the year who are not arraigned on a new offense or held on probation or parole violations during pretrial stage.

4. Group Facilitation Services.

SFPDP shall provide **Group Facilitation Services** as follows:

Recognizing that clients on pretrial supervision or diversion often require immediate access to a variety of group intervention options, SFPDP shall provide groups that are designed to assist clients facing problems associated with: substance abuse, criminal thinking, anger management and mental health concerns.

SFPDP shall provide groups that focus on providing clients with information, skills, and cognitive based interventions that help clients recognize harmful thinking patterns and develop

positive strategies for changing behavior, while working with clients at all stages of change. SFPDP shall ensure that all group facilitators shall receive regular opportunities for development and skill-building, focusing on relevant and topical subjects like Motivational Interviewing (a counseling method used to recognize and invoke each client's potential for change); Trauma-Informed Care (the approach to client care that recognizes the presence of trauma and the effects it can have on behavior); and Harm Reduction (where training participants learn about the downstream consequences of substance use, and how staff can mitigate and prevent the collateral harms that often accompany substance use).

SFPDP shall provide a minimum of ten hours per week of group facilitation either at SFSO Community Programs at 70 Oak Grove Street, SFSO Women's Resource Center at 930 Bryant Street, or via a videoconferencing platform. While local health orders may mandate the provision of groups through a videoconferencing platform, this platform may also be utilized as an option for clients who reside out of county or have other barriers to attending groups in person. Unless a health officer order requires otherwise, eight hours of groups per week shall be offered in person. SFPDP shall provide the following groups and shall request SFSO written approval for any changes or additions to curriculums:

- *Substance Abuse*
This group shall be modified Early Recovery Skills and Relapse Prevention Group adapted from the Substance Abuse and Mental Health Services Administration (SAMHSA) Counselor's Treatment Manual.
- *Harm Reduction — Interpersonal process Group*
The Harm Reduction Group shall focus on learning from personal, shared experiences, attending to mindfulness and ambivalence about behaviors and choices, and learning to set realistic goals.
- *Anger Management — Cognitive-behavioral Group*
Utilizes the SAMHSA Anger Management Manual, a Cognitive Behavioral Therapy (CBT) based curriculum that focuses on relaxation, cognitive, and communication skill interventions that encourages clients to develop individual plans to address the unique triggers that group members may encounter.
- *Latino Group — Support Group*
Spanish speaking group that addresses anger management, substance abuse, and mental health, issues while offering problem-solving strategies and support, with a focus on positive change.
- *Thinking for a Change (T4C) - Cognitive-behavioral Group,*
The T4C curriculum synthesizes cognitive restructuring with cognitive skills and problem-solving techniques in order to support pro-social change, and to provide participants with the psychoeducation to apply this set of CBT principles to their daily lives. Each lesson focuses on reinforcing important social skills, eliminating maladaptive thought processes with regards to criminal thinking, while also providing clients with strategies they can employ to successfully interact with the outside world. All T4C facilitators will be certified by the Pace Institute to provide this curriculum.

SFPDP shall prepare daily reports for the SFSO that include the following information:

- Total attendance for each group broken out by gender

SFPDP shall prepare quarterly reports for the SFSO that include the following information:

- Average number of attendees per group for the quarter

ADDITIONAL CONTRACT REQUIREMENTS:

SFPDP must assist SFSO staff or designated evaluators with data collection and program analysis.

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

SFPDP shall provide all required reports by the 5th day of the new reporting period, except the quarterly reports. SFPDP shall provide all required quarterly reports by the 25th of the month following the end of the quarter e.g. October 25th, January 25th, April 25th, and July 25th.

SFPDP 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 SFPDP 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.

Appendix B-1 Calculation of Charges

INVOICE SUBMISSION: Invoices must be submitted to the attention of Alissa Riker, Director of Programs at Community Programs, 70 Oak Grove, San Francisco, CA 94107.

SF Pretrial must submit a monthly financial invoice within 15 business day, and no more than 30 calendar days of the last day of the month, in which services were provided. Late submissions will result in delayed payment.

Invoices must follow format detailed in **Section 3.3.4 Invoice Format**.

In addition, invoices must include documentation (i.e. payroll journals, receipts, etc.) to support expenditures. All invoices and receipts for sub-contractors and/or professional services must be submitted.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Yearly charges allowed will be **\$6,254,810**. Refer to **SF Pretrial Budgets FY21-22 (B-1A) , FY22-23 (B-2A) & FY23-24 (B-3A)** for details. Total three year contract amounts should not exceed **\$18,764,430**.

DEPARTMENT LIASION: In Performing the services provided for in this Agreement, Contractor's liaison with the SFSO will be Alissa Riker, Director of Programs.

**San Francisco Sheriff's Department
Financial Services
FY 2021-2022 Budget Request**

Agency Name: San Francisco Pretrial Diversion Project, Inc. Date: 2/10/2021
 Program Title: Pretrial Services Grant/Contract Period: 7/1/2021-6/30/2022

Total Program Budget Summary

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 4,565,755
B) Direct Program Operating Expenses	\$ 613,040
C) Program [Sub-]Contract Services	\$ 155,614
D) Program Equipment Purchase	\$ 7,250
X) Non-Program Indirect/Admin/Overhead Costs** (20.0%)	\$ 913,151
TOTAL PROGRAM [& NON-PROGRAM] AMOUNT:	<u>\$ 6,254,810</u>

*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 Costs without sufficient justification and SFSD CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs.

Agency's Director or Financial Officer _____ Date: _____

FOR SHERIFF USE ONLY

Program Budget Approved _____
 Sheriff's Chief Financial Officer _____ Date: _____
 Data entry of Approved Budget _____ Date: _____
 Accounting Codes (and amounts if more than one): _____

**San Francisco Sheriff's Department
Financial Services
FY 2021-2022 Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

2/10/2021

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2021-6/30/2022

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	0.625	25	52	\$73.24	\$95,210	24%	\$22,850	\$118,060
2 Chief Operating Officer	0.250	10	52	\$55.29	\$28,750	24%	\$6,900	\$35,650
3 Chief Programs Officer	0.625	25	52	\$60.10	\$78,125	24%	\$18,750	\$96,875
4 Director of Programs	0.625	25	52	\$43.37	\$56,375	24%	\$13,530	\$69,905
5 Director of Policy and Evaluation	0.400	16	52	\$40.87	\$34,000	24%	\$8,160	\$42,160
6 OR Manager	1.000	40	52	\$38.46	\$80,000	24%	\$19,200	\$99,200
7 OR Assistant Manager	1.000	40	52	\$35.34	\$73,500	24%	\$17,640	\$91,140
8 OR Shift Supervisor	4.867	194.7	52	\$33.00	\$334,054	24%	\$80,173	\$414,227
9 Pretrial Release Specialist Swing/Mid 2	3.245	129.8	52	\$31.50	\$212,580	24%	\$51,019	\$263,599
10 Pretrial Release Specialist 2	1.622	64.89	52	\$30.31	\$102,274	24%	\$24,546	\$126,820
11 Pretrial Release Specialist Swing/Mid 1	3.245	129.8	52	\$26.50	\$178,837	24%	\$42,921	\$221,758
12 Pretrial Release Specialist 1	3.245	129.8	52	\$25.26	\$170,469	24%	\$40,912	\$211,381
13 Judicial Liaison	0.200	8	52	\$58.93	\$24,515	24%	\$5,884	\$30,398
14 ACM Manager	1.000	40	52	\$35.40	\$73,632	24%	\$17,672	\$91,304
15 ACM Assistant Manager	1.000	40	52	\$34.00	\$70,720	24%	\$16,973	\$87,693
16 Lead ACM Case Manager	2.000	80	52	\$30.77	\$128,003	24%	\$30,721	\$158,724
17 ACM Case Manager	7.700	308	52	\$28.27	\$452,772	24%	\$108,665	\$561,438
18 ACM Case Manager (Bilingual)	4.000	160	52	\$29.75	\$247,520	24%	\$59,405	\$306,925
19 ACM Case Manager (Group facilitation)	1.300	52	52	\$29.50	\$79,768	24%	\$19,144	\$98,912
20 ACM Case Manager / Therapist	0.250	10	52	\$98.86	\$51,407	24%	\$12,338	\$63,745
21 Court Team Manager	1.000	40	52	\$37.25	\$77,480	24%	\$18,595	\$96,075
22 Court Team Assistant Manager	1.000	40	52	\$34.00	\$70,720	24%	\$16,973	\$87,693
23 Lead Court Liaison	1.000	40	52	\$30.77	\$64,002	24%	\$15,360	\$79,362
24 Court Liaison	3.000	120	52	\$28.27	\$176,405	24%	\$42,337	\$218,742
25 Court Liaison (Bilingual)	2.000	80	52	\$29.27	\$121,763	24%	\$29,223	\$150,986
26 ICR Case Manager	1.000	40	52	\$28.50	\$59,280	24%	\$14,227	\$73,507
27 ICR Case Manager (Bilingual)	1.000	40	52	\$29.97	\$62,338	24%	\$14,961	\$77,299
28 Diversion Services Manager	0.600	24	52	\$36.60	\$45,677	24%	\$10,962	\$56,639
29 PTD Case Manager	1.000	40	52	\$28.27	\$58,802	24%	\$14,112	\$72,914
30 PTD Case Manager (Bilingual)	1.250	50	52	\$29.75	\$77,350	24%	\$18,564	\$95,914
31 Court Compliance Specialist	3.000	120	52	\$25.26	\$157,622	24%	\$37,829	\$195,452
32 Program Assistant	3.000	120	52	\$20.00	\$124,800	24%	\$29,952	\$154,752
33 Group Facilitator	0.200	8	52	\$32.00	\$13,312	24%	\$3,195	\$16,507
TOTAL FTEs	57.248							Subtotal Salary & Fringe Benefits: \$4,565,755

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 2021-2022 Budget Request**

Agency Name: San Francisco Pretrial Diversion Project, Inc.	Date: 2/10/2021
Program Title: Pretrial Services	Grant/Contract Period: 7/1/2021-6/30/2022

B) Direct Program Operating Expenses Summary

Expense Item	Description/Purpose		Request Amount
	Monthly Amount (or Cost per Mile)	# of Months (or Miles)	
Office Supplies	\$ 2,312	12	\$ 27,738
Printing	\$ 1,005	12	\$ 12,060
Postage	\$ 100	12	\$ 1,202
Office Equipment Lease	\$ 1,658	12	\$ 19,890
Rent	\$ 31,007	12	\$ 372,078
Utilities	\$ 3,955	12	\$ 47,460
Telephone/Cell/Internet	\$ 1,207	12	\$ 14,484
Program Staff Training	\$ 4,296	1	\$ 4,296
Program Staff Conferences	\$ 15,000	1	\$ 15,000
Program Staff Travel	\$ 236	12	\$ 2,832
Other (describe):			
Client Flex Fund	\$ 8,000	12	\$ 96,000
Other (describe):			\$ -
			\$ -
			\$ -
Accounting Codes (and amounts if more than one):	Subtotal Other Current Expenses:		\$ 613,040

**San Francisco Sheriff's Department
Financial Services
FY 2021-2022 Budget Request**

Agency Name:

Date:

San Francisco Pretrial Diversion Project, Inc.

2/10/2021

Program Title:

Grant/Contract Period:

Pretrial Services

7/1/2021-6/30/2022

C) Program [Sub-]Contract Services

Consultants/Professional Services*				
Name/Agency	Description of Services	Estimated Cost Per Hour	Estimated Hours	Request Amount
Varsity Technologies	IT Managed Services	\$ 225.00	505.56	\$ 113,750
To be determined	Strategic & Financial Planning	\$ 175.00	51.43	\$ 9,000
Research Development Associates	Outcomes Analysis & Reporting	\$ 250.00	27.46	\$ 6,864
Multiple vendors (Beezwax, Exygy)	Database Development	\$ 250.00	104.00	\$ 26,000
				\$ -
				\$ -
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:	\$ 155,614

*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 2021-2022 Budget Request**

Agency Name: San Francisco Pretrial Diversion Project, Inc. Date: 2/10/2021

Program Title: Pretrial Services Grant/Contract Period: 7/1/2021-6/30/2022

D) Program Equipment Purchase

Equipment to be purchased	Purpose for Equipment	Request Amount
5 Computer and monitor	Upgrade older computers \$ 1,450	\$ 7,250
		\$ -
		\$ -
	Subtotal for Equipment Purchases:	\$ 7,250

San Francisco's Sheriff's Department
Financial Services
RFP Budget Explanation/Justification Form

Agency Name: San Francisco Pretrial Diversion Project, Inc.
Program Title: Pretrial Services

Program Budget Expense Line Items

A) Salaries & Fringe Benefits

Please see staffing plan in section 5, Team Qualifications for descriptions of job duties for each position, and budget narrative in section 6, price proposal.

B) Direct Program Operation Expenses

Office Supplies (\$27,738) - Supplies for staff and office.

Printing (\$12,060) - printing of forms, business cards and other external printing needs.

Postage (\$1,202) - postage and delivery expense.

Office Equipment Lease (\$19,890) - postage and copier equipment lease expense.

Rent (\$372,078) - Monthly lease payments for main office and additional space by the courthouse.

Utilities (\$47,460) - Gas, electricity, water, janitorial expenses for office space.

Telephone/Cell/Internet (\$14,484) - Telephone and internet expense.

Program Staff Training (\$4,296) - External trainings (e.g., Team Building, De-Escalation, Motivational Interviewing, Implicit Bias, Harm Reduction)

Program Staff Conferences (\$15,000) - Industry focused conferences (e.g., NAPSA, CAPS, ITUP, PJI)

Program Staff Travel (\$2,832) - Staff travel related to client services provided.

Client Flex Fund (\$96,000) - Housing, food, travel and sundry items for clients when needed.

C) Sub-Contract Services

IT Managed Services - Computer and server support services for staff and office.

Strategic & Financial Planning - Consulting services for organization-wide strategic and financial planning. Specific consultants will be selected and utilized as needed.

Outcomes Analysis & Reporting - Consulting services for analyzing client and outcome data and improving internal processes.

Database Development - Outside service providers to update existing client databases and support implementation of new client system. This also includes initial licensing fees for a new system once selected.

D) Equipment Purchases

Computers and monitors - Upgrade obsolete equipment.

**San Francisco Sheriff's Department
Financial Services
FY 2022-2023 Budget Request**

Agency Name: San Francisco Pretrial Diversion Project, Inc. Date: 2/10/2021
 Program Title: Pretrial Services Grant/Contract Period: 7/1/2022-6/30/2023

Total Program Budget Summary

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 4,565,755
B) Direct Program Operating Expenses	\$ 613,040
C) Program [Sub-]Contract Services	\$ 155,614
D) Program Equipment Purchase	\$ 7,250
X) Non-Program Indirect/Admin/Overhead Costs** (20.0%)	\$ 913,151
TOTAL PROGRAM [& NON-PROGRAM] AMOUNT:	<u>\$ 6,254,810</u>

*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 Costs without sufficient justification and SFSD CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs.

Agency's Director or Financial Officer _____ Date: _____

FOR SHERIFF USE ONLY

Program Budget Approved _____
 Sheriff's Chief Financial Officer _____ Date: _____
 Data entry of Approved Budget _____ Date: _____
 Accounting Codes (and amounts if more than one): _____

**San Francisco Sheriff's Department
Financial Services
FY 2022-2023 Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

2/10/2021

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2022-6/30/2023

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	0.625	25	52	\$73.24	\$95,210	24%	\$22,850	\$118,060
2 Chief Operating Officer	0.250	10	52	\$55.29	\$28,750	24%	\$6,900	\$35,650
3 Chief Programs Officer	0.625	25	52	\$60.10	\$78,125	24%	\$18,750	\$96,875
4 Director of Programs	0.625	25	52	\$43.37	\$56,375	24%	\$13,530	\$69,905
5 Director of Policy and Evaluation	0.400	16	52	\$40.87	\$34,000	24%	\$8,160	\$42,160
6 OR Manager	1.000	40	52	\$38.46	\$80,000	24%	\$19,200	\$99,200
7 OR Assistant Manager	1.000	40	52	\$35.34	\$73,500	24%	\$17,640	\$91,140
8 OR Shift Supervisor	4.867	194.7	52	\$33.00	\$334,054	24%	\$80,173	\$414,227
9 Pretrial Release Specialist Swing/Mid 2	3.245	129.8	52	\$31.50	\$212,580	24%	\$51,019	\$263,599
10 Pretrial Release Specialist 2	1.622	64.89	52	\$30.31	\$102,274	24%	\$24,546	\$126,820
11 Pretrial Release Specialist Swing/Mid 1	3.245	129.8	52	\$26.50	\$178,837	24%	\$42,921	\$221,758
12 Pretrial Release Specialist 1	3.245	129.8	52	\$25.26	\$170,469	24%	\$40,912	\$211,381
13 Judicial Liaison	0.200	8	52	\$58.93	\$24,515	24%	\$5,884	\$30,398
14 ACM Manager	1.000	40	52	\$35.40	\$73,632	24%	\$17,672	\$91,304
15 ACM Assistant Manager	1.000	40	52	\$34.00	\$70,720	24%	\$16,973	\$87,693
16 Lead ACM Case Manager	2.000	80	52	\$30.77	\$128,003	24%	\$30,721	\$158,724
17 ACM Case Manager	7.700	308	52	\$28.27	\$452,772	24%	\$108,665	\$561,438
18 ACM Case Manager (Bilingual)	4.000	160	52	\$29.75	\$247,520	24%	\$59,405	\$306,925
19 ACM Case Manager (Group facilitation)	1.300	52	52	\$29.50	\$79,768	24%	\$19,144	\$98,912
20 ACM Case Manager / Therapist	0.250	10	52	\$98.86	\$51,407	24%	\$12,338	\$63,745
21 Court Team Manager	1.000	40	52	\$37.25	\$77,480	24%	\$18,595	\$96,075
22 Court Team Assistant Manager	1.000	40	52	\$34.00	\$70,720	24%	\$16,973	\$87,693
23 Lead Court Liaison	1.000	40	52	\$30.77	\$64,002	24%	\$15,360	\$79,362
24 Court Liaison	3.000	120	52	\$28.27	\$176,405	24%	\$42,337	\$218,742
25 Court Liaison (Bilingual)	2.000	80	52	\$29.27	\$121,763	24%	\$29,223	\$150,986
26 ICR Case Manager	1.000	40	52	\$28.50	\$59,280	24%	\$14,227	\$73,507
27 ICR Case Manager (Bilingual)	1.000	40	52	\$29.97	\$62,338	24%	\$14,961	\$77,299
28 Diversion Services Manager	0.600	24	52	\$36.60	\$45,677	24%	\$10,962	\$56,639
29 PTD Case Manager	1.000	40	52	\$28.27	\$58,802	24%	\$14,112	\$72,914
30 PTD Case Manager (Bilingual)	1.250	50	52	\$29.75	\$77,350	24%	\$18,564	\$95,914
31 Court Compliance Specialist	3.000	120	52	\$25.26	\$157,622	24%	\$37,829	\$195,452
32 Program Assistant	3.000	120	52	\$20.00	\$124,800	24%	\$29,952	\$154,752
33 Group Facilitator	0.200	8	52	\$32.00	\$13,312	24%	\$3,195	\$16,507
TOTAL FTEs		57.248						\$4,565,755
Subtotal Salary & Fringe Benefits:								\$4,565,755

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 2022-2023 Budget Request**

Agency Name: San Francisco Pretrial Diversion Project, Inc.	Date: 2/10/2021
Program Title: Pretrial Services	Grant/Contract Period: 7/1/2022-6/30/2023

B) Direct Program Operating Expenses Summary

Expense Item	Description/Purpose		Request Amount
	Monthly Amount (or Cost per Mile)	# of Months (or Miles)	
Office Supplies	\$ 2,312	12	\$ 27,738
Printing	\$ 1,005	12	\$ 12,060
Postage	\$ 100	12	\$ 1,202
Office Equipment Lease	\$ 1,658	12	\$ 19,890
Rent	\$ 31,007	12	\$ 372,078
Utilities	\$ 3,955	12	\$ 47,460
Telephone/Cell/Internet	\$ 1,207	12	\$ 14,484
Program Staff Training	\$ 4,296	1	\$ 4,296
Program Staff Conferences	\$ 15,000	1	\$ 15,000
Program Staff Travel	\$ 236	12	\$ 2,832
Other (describe):			
Client Flex Fund	\$ 8,000	12	\$ 96,000
Other (describe):			\$ -
			\$ -
			\$ -
Accounting Codes (and amounts if more than one):	Subtotal Other Current Expenses:		\$ 613,040

**San Francisco Sheriff's Department
Financial Services
FY 2022-2023 Budget Request**

Agency Name:

Date:

San Francisco Pretrial Diversion Project, Inc.

2/10/2021

Program Title:

Grant/Contract Period:

Pretrial Services

7/1/2022-6/30/2023

C) Program [Sub-]Contract Services

Consultants/Professional Services*				
Name/Agency	Description of Services	Estimated Cost Per Hour	Estimated Hours	Request Amount
Varsity Technologies	IT Managed Services	\$ 225.00	505.56	\$ 113,750
To be determined	Strategic & Financial Planning	\$ 175.00	51.43	\$ 9,000
Research Development Associates	Outcomes Analysis & Reporting	\$ 250.00	27.46	\$ 6,864
Multiple vendors (Beezwax, Exygy)	Database Development	\$ 250.00	104.00	\$ 26,000
				\$ -
				\$ -
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:	\$ 155,614

*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 2022-2023 Budget Request**

Agency Name: San Francisco Pretrial Diversion Project, Inc. Date: 2/10/2021

Program Title: Pretrial Services Grant/Contract Period: 7/1/2022-6/30/2023

D) Program Equipment Purchase

Equipment to be purchased	Purpose for Equipment	Request Amount
5 Computer and monitor	Upgrade older computers \$ 1,450	\$ 7,250
		\$ -
		\$ -
Subtotal for Equipment Purchases:		\$ 7,250

San Francisco's Sheriff's Department
Financial Services
RFP Budget Explanation/Justification Form

Agency Name: San Francisco Pretrial Diversion Project, Inc.
Program Title: Pretrial Services

Program Budget Expense Line Items

A) Salaries & Fringe Benefits

Please see staffing plan in section 5, Team Qualifications for descriptions of job duties for each position, and budget narrative in section 6, price proposal.

B) Direct Program Operation Expenses

Office Supplies (\$27,738) - Supplies for staff and office.

Printing (\$12,060) - printing of forms, business cards and other external printing needs.

Postage (\$1,202) - postage and delivery expense.

Office Equipment Lease (\$19,890) - postage and copier equipment lease expense.

Rent (\$372,078) - Monthly lease payments for main office and additional space by the courthouse.

Utilities (\$47,460) - Gas, electricity, water, janitorial expenses for office space.

Telephone/Cell/Internet (\$14,484) - Telephone and internet expense.

Program Staff Training (\$4,296) - External trainings (e.g., Team Building, De-Escalation, Motivational Interviewing, Implicit Bias, Harm Reduction)

Program Staff Conferences (\$15,000) - Industry focused conferences (e.g., NAPSA, CAPS, ITUP, PJI)

Program Staff Travel (\$2,832) - Staff travel related to client services provided.

Client Flex Fund (\$96,000) - Housing, food, travel and sundry items for clients when needed.

C) Sub-Contract Services

IT Managed Services - Computer and server support services for staff and office.

Strategic & Financial Planning - Consulting services for organization-wide strategic and financial planning. Specific consultants will be selected and utilized as needed.

Outcomes Analysis & Reporting - Consulting services for analyzing client and outcome data and improving internal processes.

Database Development - Outside service providers to update existing client databases and support implementation of new client system. This also includes initial licensing fees for a new system once selected.

D) Equipment Purchases

Computers and monitors - Upgrade obsolete equipment.

**San Francisco Sheriff's Department
Financial Services
FY 2023-2024 Budget Request**

Agency Name: San Francisco Pretrial Diversion Project, Inc. Date: 2/10/2021
 Program Title: Pretrial Services Grant/Contract Period: 7/1/2023-6/30/2024

Total Program Budget Summary

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 4,565,755
B) Direct Program Operating Expenses	\$ 613,040
C) Program [Sub-]Contract Services	\$ 155,614
D) Program Equipment Purchase	\$ 7,250
X) Non-Program Indirect/Admin/Overhead Costs** (20.0%)	\$ 913,151
TOTAL PROGRAM [& NON-PROGRAM] AMOUNT:	<u>\$ 6,254,810</u>

*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 Costs without sufficient justification and SFSD CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs.

Agency's Director or Financial Officer _____ Date: _____

FOR SHERIFF USE ONLY

Program Budget Approved _____
 Sheriff's Chief Financial Officer _____ Date: _____
 Data entry of Approved Budget _____ Date: _____
 Accounting Codes (and amounts if more than one): _____

**San Francisco Sheriff's Department
Financial Services
FY 2023-2024 Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

2/10/2021

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2023-6/30/2024

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
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10 Pretrial Release Specialist 2	1.622	64.89	52	\$30.31	\$102,274	24%	\$24,546	\$126,820
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18 ACM Case Manager (Bilingual)	4.000	160	52	\$29.75	\$247,520	24%	\$59,405	\$306,925
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21 Court Team Manager	1.000	40	52	\$37.25	\$77,480	24%	\$18,595	\$96,075
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25 Court Liaison (Bilingual)	2.000	80	52	\$29.27	\$121,763	24%	\$29,223	\$150,986
26 ICR Case Manager	1.000	40	52	\$28.50	\$59,280	24%	\$14,227	\$73,507
27 ICR Case Manager (Bilingual)	1.000	40	52	\$29.97	\$62,338	24%	\$14,961	\$77,299
28 Diversion Services Manager	0.600	24	52	\$36.60	\$45,677	24%	\$10,962	\$56,639
29 PTD Case Manager	1.000	40	52	\$28.27	\$58,802	24%	\$14,112	\$72,914
30 PTD Case Manager (Bilingual)	1.250	50	52	\$29.75	\$77,350	24%	\$18,564	\$95,914
31 Court Compliance Specialist	3.000	120	52	\$25.26	\$157,622	24%	\$37,829	\$195,452
32 Program Assistant	3.000	120	52	\$20.00	\$124,800	24%	\$29,952	\$154,752
33 Group Facilitator	0.200	8	52	\$32.00	\$13,312	24%	\$3,195	\$16,507
TOTAL FTEs		57.248						Subtotal Salary & Fringe Benefits: \$4,565,755

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 2023-2024 Budget Request**

Agency Name: San Francisco Pretrial Diversion Project, Inc.	Date: 2/10/2021
Program Title: Pretrial Services	Grant/Contract Period: 7/1/2023-6/30/2024

B) Direct Program Operating Expenses Summary

Expense Item	Description/Purpose		Request Amount
	Monthly Amount (or Cost per Mile)	# of Months (or Miles)	
Office Supplies	\$ 2,312	12	\$ 27,738
Printing	\$ 1,005	12	\$ 12,060
Postage	\$ 100	12	\$ 1,202
Office Equipment Lease	\$ 1,658	12	\$ 19,890
Rent	\$ 31,007	12	\$ 372,078
Utilities	\$ 3,955	12	\$ 47,460
Telephone/Cell/Internet	\$ 1,207	12	\$ 14,484
Program Staff Training	\$ 4,296	1	\$ 4,296
Program Staff Conferences	\$ 15,000	1	\$ 15,000
Program Staff Travel	\$ 236	12	\$ 2,832
Other (describe):			
Client Flex Fund	\$ 8,000	12	\$ 96,000
Other (describe):			\$ -
			\$ -
			\$ -
Accounting Codes (and amounts if more than one):	Subtotal Other Current Expenses:		\$ 613,040

**San Francisco Sheriff's Department
Financial Services
FY 2023-2024 Budget Request**

Agency Name:

Date:

San Francisco Pretrial Diversion Project, Inc.

2/10/2021

Program Title:

Grant/Contract Period:

Pretrial Services

7/1/2023-6/30/2024

C) Program [Sub-]Contract Services

Consultants/Professional Services*				
Name/Agency	Description of Services	Estimated Cost Per Hour	Estimated Hours	Request Amount
Varsity Technologies	IT Managed Services	\$ 225.00	505.56	\$ 113,750
To be determined	Strategic & Financial Planning	\$ 175.00	51.43	\$ 9,000
Research Development Associates	Outcomes Analysis & Reporting	\$ 250.00	27.46	\$ 6,864
Multiple vendors (Beezwax, Exygy)	Database Development	\$ 250.00	104.00	\$ 26,000
				\$ -
				\$ -
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:	\$ 155,614

*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 2023-2024 Budget Request**

Agency Name:	Date:
San Francisco Pretrial Diversion Project, Inc.	2/10/2021
Program Title:	Grant/Contract Period:
Pretrial Services	7/1/2023-6/30/2024

D) Program Equipment Purchase

Equipment to be purchased	Purpose for Equipment	Request Amount
5 Computer and monitor	Upgrade older computers \$ 1,450	\$ 7,250
		\$ -
		\$ -
Subtotal for Equipment Purchases:		\$ 7,250

San Francisco's Sheriff's Department
Financial Services
RFP Budget Explanation/Justification Form

Agency Name: San Francisco Pretrial Diversion Project, Inc.
Program Title: Pretrial Services

Program Budget Expense Line Items

A) Salaries & Fringe Benefits

Please see staffing plan in section 5, Team Qualifications for descriptions of job duties for each position, and budget narrative in section 6, price proposal.

B) Direct Program Operation Expenses

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Utilities (\$47,460) - Gas, electricity, water, janitorial expenses for office space.

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Program Staff Conferences (\$15,000) - Industry focused conferences (e.g., NAPSA, CAPS, ITUP, PJI)

Program Staff Travel (\$2,832) - Staff travel related to client services provided.

Client Flex Fund (\$96,000) - Housing, food, travel and sundry items for clients when needed.

C) Sub-Contract Services

IT Managed Services - Computer and server support services for staff and office.

Strategic & Financial Planning - Consulting services for organization-wide strategic and financial planning. Specific consultants will be selected and utilized as needed.

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Database Development - Outside service providers to update existing client databases and support implementation of new client system. This also includes initial licensing fees for a new system once selected.

D) Equipment Purchases

Computers and monitors - Upgrade obsolete equipment.

Appendix C



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE
PAGE 1 of 2

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Print Form

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

San Francisc Sheriff's Office

CA0380000

(Public law enforcement/criminal justice agency)

(ORI)

to

San Francisco Pretrial Diversion, Inc

(Private Contractor)

to perform

Probable cause and pretrial release review

services on its behalf.

(Type of service)

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.



Signature (CLETS Subscribing Agency Head)

Paul Miyamoto, Sheriff
Print Name and Title

2/20/21

Date



Signature (Private Contractor Agency Head)

Jeff DuBois, Chief Operating Officer
Print Name and Title

2/4/21

Date