

File No. 210484

Committee Item No. 13

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 3, 2021

Board of Supervisors Meeting:

Date: \_\_\_\_\_

#### Cmte Board

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

#### OTHER

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Compliance Affidavit – February 22, 2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Certificate of Insurance</u>                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>CSC Approval – November 18, 2020</u>         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>RFP – December 22, 2020</u>                  |

Prepared by: John Carroll

Date: May 28, 2021

Prepared by: John Carroll

Date: \_\_\_\_\_

Prepared by: John Carroll

Date: \_\_\_\_\_

1 [Contract - San Francisco Pretrial Diversion Project - Pretrial Services - Not to  
2 Exceed \$18,764,430]

3 **Resolution authorizing the Sheriff’s Office to contract with the San Francisco**  
4 **Pretrial Diversion Project, Inc., for pretrial services for a three-year period from**  
5 **July 1, 2021, through June 30, 2024, with two one-year options to extend for a**  
6 **contract total not to exceed amount of \$18,764,430.**

7  
8 WHEREAS, The San Francisco Charter, Section 9.118, requires that agreements  
9 entered into by a department or commission having a term in excess of ten years or  
10 requiring anticipated expenditures of ten million dollars or more be approved by the Board  
11 of Supervisors; and

12 WHEREAS, The Contract Monitoring Division determined Chapter 14B  
13 subcontracting goals do apply, with the Local Business Enterprise (LBE) subcontracting  
14 goal being 5% of the total value of the goods and/or services to be procured; and

15 WHEREAS, The Sheriff’s Office has made it a top priority to provide the San  
16 Francisco Superior Court with options other than detention and cash bail by ensuring a  
17 continuum of pretrial supervision and diversion services with a focus on addressing the  
18 personal barriers that often engender cycles of justice involvement; and

19 WHEREAS, On December 22, 2020, the Sheriff’s Office issued a Request for  
20 Proposals for Pretrial Services and as a result of that competitive selection process,  
21 identified San Francisco Pretrial Diversion Project, Inc. (SF Pretrial) to receive a contract  
22 in the amount of \$18,764,430 over three years to provide Pretrial Services; and

23 WHEREAS, The City and County of San Francisco has been offering pretrial  
24 services and assessment for 45 years through a partnership between the Superior Court,  
25

1 Bar Association of San Francisco, Sheriff's Office, District Attorney's Office, Public  
2 Defender's Office, and San Francisco Pretrial Diversion; and

3 WHEREAS, The City and County of San Francisco has utilized a non-profit  
4 provider for pretrial services since 1964, and SF Pretrial Diversion has provided  
5 components of these services since 1976 through grant agreements between the  
6 Sheriff's Office and SF Pretrial, thereby falling within the outline of San Francisco Board  
7 of Supervisors Resolution No. 437-18, which stated that the operating model for pretrial  
8 services "should reflect the principles of neutrality and structural independence from the  
9 law enforcement functions;" and

10 WHEREAS, SF Pretrial services is a non-profit entity, and thus the proposed  
11 contract also meets the idea supported in Board Resolution No. 437-18 for use of a non-  
12 profit organization to provide Pretrial Services; and

13 WHEREAS, Under the proposed contract SF Pretrial Services will continue its  
14 decades-long experience in working with San Francisco justice involved individuals to  
15 provide a Pretrial Risk Assessment under a 24/7/365 staffing model to guarantee  
16 expedient screening and case processing for prospective pretrial clients; and

17 WHEREAS, The proposed contract will provide for screening of all individuals with  
18 a new misdemeanor or felony charge for pretrial release, which involves the collection  
19 and analysis of case materials, including a completed Public Safety Assessment (PSA)  
20 report, a supplementary criminal history summary, the incident report, and the complete  
21 records of arrest and prosecution (RAP) to be provided to the Court; and

22 WHEREAS, As of February 2020, the Federal Court enjoined the San Francisco  
23 Sheriff from administering the local bail schedule, and instead requires all cases eligible  
24 for pre-arraignment review to be submitted to a judge within 8 hours of the individual's ID  
25

1 confirmation at the county jail, and requires a judge to make a release determination for  
2 that case within 18 hours of ID confirmation; and

3 WHEREAS, The proposed contract will assist not only in complying with the  
4 Federal Court injunction but will also promote the goal of pretrial release of those eligible  
5 for such release; and

6 WHEREAS, The proposed contract agreement with SF Pretrial is on file with the Clerk  
7 of the Board of Supervisors in File No. 210484, which is hereby declared to be a part of this  
8 resolution as set forth fully herein; and

9 WHEREAS, Per the San Francisco Code of Civil Procedure (CCP), Section 1094.5, on  
10 November 18, 2020, the Civil Service Commission approved Personal Services Contract  
11 (PSC) File No. 44812-20/21 for Pretrial Services; now, therefore, be it

12 RESOLVED, That the Board of Supervisors authorizes the Sheriff's Office to execute  
13 the Contract, which is on file with the Clerk of the Board of Supervisors in File No. 210484;  
14 and be it

15 FURTHER RESOLVED, That the Board of Supervisors hereby approves the Pretrial  
16 Services Agreement by and between San Francisco Pretrial Diversion Project, and the City  
17 and County of San Francisco, acting by and through its Sheriff's Office, for a three year term  
18 beginning July 01, 2021, through June 30, 2024, with two one-year options exercisable by the  
19 Sheriff's Office; and be it

20 FUTHER RESOLVED, That within thirty (30) days of the Contract being fully executed  
21 by all parties, the Sheriff's Office shall provide the final Contract to the Clerk of the Board for  
22 inclusion in the Board of Supervisors in File No. 210484.

**CITY AND COUNTY OF SAN FRANCISCO**

**BOARD OF SUPERVISORS**

**BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292  
FAX (415) 252-0461

May 28, 2021

**TO:** Government Audit and Oversight Committee

**FROM:** Budget and Legislative Analyst



**SUBJECT:** June 3, 2021 Government Audit and Oversight Committee Meeting

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| <p><b>Item 13</b><br/><b>File 21-0484</b></p>  | <p><b>Department:</b><br/>Sheriff</p> |
| <p><b>EXECUTIVE SUMMARY</b></p>  |                                       |
| <p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would approve a new contract between the Sheriff’s Department and the San Francisco Pretrial Diversion Project, Inc. for a total not to exceed amount of \$18,764,430, for a three-year period from July 1, 2021 through June 30, 2024 with two one-year options to extend.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• On December 22, 2020, the Sherriff’s Department issued a Request for Proposals for Pretrial Services. On April 1, 2021, the Sheriff’s Department selected the one and only qualified scorer that responded, the San Francisco Pretrial Diversion Project. The Pretrial Diversion Project is a nonprofit that has provided pretrial services to the Sheriff’s Department since the 1980s.</li> <li>• The Pretrial Diversion Services contract provides information to the Court for their consideration when determining whether arrested persons remain in custody or are released while their charges are pending, and supervision for released persons and progress reports for the Court on compliance with release conditions. Pretrial Diversion Services, including probable cause review, pretrial risk assessment, alternatives to pretrial incarceration with the continuum of pretrial supervision levels, in-custody referral and release program, group facilitation, and data collection and reporting. According to the proposed contract, the intended outcome of pretrial incarceration alternatives is to maximize appearances in court and minimize risk to public safety pending trial. According to the Sheriff’s Department, the Pretrial Diversion Project is meeting its objectives under the current contract.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The contract budget of \$18,764,430 over a three-year term from July 1, 2021 through June 30, 2024. The contract budget provides for 57.25 full time equivalent (FTE) positions, and associated program expenses and overhead costs. Funds for the proposed contract have been requested in the Mayor’s FY 2021-22 and FY 2022-23 budget, to be submitted to the Board of Supervisors on June 1, 2021. The contract is funded by the General Fund and approximately \$135,000 from Community Policing (COPS) grants</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul> |                                       |

## MANDATE STATEMENT

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

## BACKGROUND

On December 22, 2020, the Sherriff's Department issued a Request for Proposals for Pretrial Services. On April 1, 2021, the Sheriff's Department selected the one and only qualified scorer that responded, the San Francisco Pretrial Diversion Project, Inc (Pretrial Diversion Project).

The Pretrial Diversion Project is a nonprofit that has provided pretrial services to the Sheriff's Department since the 1980s. Most recently in April 2020, the Board of Supervisors approved the fifth amendment to the contract between the Sheriff's Department and the Pretrial Diversion Project for a total contract amount of \$15,864,317 for a total term of October 1, 2017 through June 30, 2021 (File 20-0355). Additional resources were required at that time as a result of the Buffin Injunction which enjoined the Sheriff's Department from use of the bail schedule and required the pretrial services contractor to submit all cases eligible for pre-arraignment review within eight hours of identification confirmation.

The Pretrial Services contract provides information to the Court for their consideration when determining whether arrested persons remain in custody or are released while their charges are pending. In addition, this contract provides supervision for released persons and progress reports for the Court on compliance with release conditions.

Pretrial diversion services are in line with the Sheriff's Department's priority to reduce recidivism, improve the outcomes of the incarcerated population, and offer alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new contract between the Sheriff's Department and the San Francisco Pretrial Diversion Project, Inc. for a total not to exceed amount of \$18,764,430, for a three year period from July 1, 2021 through June 30, 2024 with two one-year options to extend.

Under the proposed contract, the San Francisco Pretrial Diversion Project will continue providing services, including probable cause review, pretrial risk assessment, alternatives to pretrial incarceration with the continuum of pretrial supervision levels, in-custody referral and release program, group facilitation, and data collection and reporting.

According to the proposed contract, the intended outcome of pretrial incarceration alternatives is to maximize appearances in court and minimize risk to public safety pending trial. According to



Crispin Hollings, Chief Financial Officer with the San Francisco Sheriff's Department, the Pretrial Diversion Project is meeting its objectives under the current contract.<sup>1</sup>

### **Contract Caseload and Monitoring**

#### *Pretrial Risk Assessment and Pretrial Supervision*

The proposed contract provides for quarterly reporting by the Pretrial Diversion Project to the Sheriff's Department on the number of pretrial risk assessments presented pre-arraignment and at arraignment, the number of pre-arraignment and at-arraignment releases, average daily count and number of new releases for each supervision level, appearance rate for each supervision level, safety rate (percentage of supervised defendants not arraigned on a new offense, or held on parole/probation violation), number of clients referred post-arraignment for release and number released, and average length of stay on pretrial supervision. Six-month and twelve-month reports include appearance rate for each supervision level (percentage of supervised defendants who do not have a bench warrant for failure to appear) and safety rate.

#### *Pretrial Diversion*

The proposed contract provides for quarterly reporting by the Pretrial Diversion Project to the Sheriff's Department on average daily count and number of new client interviews, appearance rate and safety rate, and average length of stay. Twelve-month reports include appearance rate and safety rate.

#### *Group Facilitation Services*

The proposed contract provides for daily reports on attendance at groups (such as substance abuse groups, anger management or harm reduction groups, Latino support group, and others), and quarterly reports on average group attendance for the quarter.

According to Alissa Riker, Director of Programs with the Sheriff's Department, the Department reviews these reports to monitor key performance measures, including safety and appearance rates, on a quarterly, semi-annual, and annual basis. Reporting on these measures informs the relative health of San Francisco's pretrial justice system and the extent to which San Francisco's efforts to establish and sustain alternatives to incarceration have been successful. Reporting criteria, including annual measures of safety and appearance, mirror best practices as defined by the National Institute of Corrections. Moreover, safety and appearance rate information is shared quarterly with a working group of justice system partners, including the San Francisco Superior Court, The District Attorney and the Public Defender. In addition, the Sheriff's Department has engaged the California Policy Lab of UC Berkeley as a third-party evaluator of the Public Safety Assessment's effect on rates of pretrial release and pretrial supervision outcomes.

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<sup>1</sup> Under the current contract, Outcomes Analysis and Reporting is a subcontracted service that is budgeted for annually, intended to analyze client and outcome data and improve internal processes.

**FISCAL IMPACT**

The contract budget of \$18,764,430 over a three-year term from July 1, 2021 through June 30, 2024 is shown in Exhibit 1 below.

**Exhibit 1. San Francisco Pretrial Diversion Project, Inc. Proposed Budget**

|                                      | First Year<br>July 1, 2021-June 30, 2022 | Total Three-Year Term<br>July 1, 2021- June 30, 2024 |
|--------------------------------------|--|--|
| Program Salaries & Fringe Benefits   | 4,565,755                                | 13,697,265   |
| Direct Program Operating Expenses    | 613,040                                  | 1,839,120  |
| Program Sub-contract Services        | 155,614                                  | 466,842  |
| Program Equipment Purchase           | 7,250                                    | 21,750   |
| Indirect/Overhead Costs (20 percent) | 913,151                                  | 2,739,453  |
| <b>Total Amount</b>                  | <b>6,254,810</b>                         | <b>\$18,764,430</b>                                  |

Source: Appendix B to Proposed City-Pretrial Diversion Project Agreement

The contract budget provides for 57.25 full time equivalent (FTE) positions, and associated program expenses and overhead costs.

According to the Sheriff's Department, funds for the proposed contract have been requested in the Mayor's FY 2021-22 and FY 2022-23 budget, to be submitted to the Board of Supervisors on June 1, 2021. The contract is funded by the General Fund and approximately \$135,000 from Community Policing (COPS) grants.

**RECOMMENDATION**

Approve the proposed resolution.

**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 – 8<sup>th</sup> 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 – 8<sup>th</sup> 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<sup>®</sup> 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](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](mailto: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/](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](mailto:Crispin.Hollings@sfgov.org)  
**Phone: (415) 554-4316**

To Contractor: **David Mauroff, Chief Executive Officer**  
**San Francisco Pretrial Diversion Project, Inc.**  
**236 – 8<sup>th</sup> 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.**

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**Paul Miyamoto**  
Sheriff  
San Francisco Sheriff's Office

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**David Mauroff**  
Chief Executive Officer  
236 – 8<sup>th</sup> 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**

| <b>Budget Expense Line Items:</b>                             | <b>Total Budget Request*</b> |
|---|------------------------------|
| 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                     |
| <b>X) Non-Program Indirect/Admin/Overhead Costs** (20.0%)</b> | <b>\$ 913,151</b>            |
| <b>TOTAL PROGRAM [&amp; NON-PROGRAM] AMOUNT:</b>              | <b><u>\$ 6,254,810</u></b>   |

\*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:<br><b>San Francisco Pretrial Diversion Project, Inc.</b> | Date:<br><b>2/10/2021</b>                           |
| Program Title:<br><b>Pretrial Services</b>                            | Grant/Contract Period:<br><b>7/1/2021-6/30/2022</b> |

**B) Direct Program Operating Expenses Summary**

| Expense Item                                     | Description/Purpose                  |                           | Request Amount |
|--|--------------------------------------|---------------------------|----------------|
|  | Monthly Amount<br>(or Cost per Mile) | # of Months<br>(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**

| <b>Consultants/Professional Services*</b>                   |                                |                                |  |                       |
|---|--------------------------------|--------------------------------|--|-----------------------|
| <b>Name/Agency</b>  | <b>Description of Services</b> | <b>Estimated Cost Per Hour</b> | <b>Estimated Hours</b>                   | <b>Request Amount</b> |
| 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             |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
| <b>Other [Sub-]Contract Services (provide description):</b> |                                |                                |  |                       |
| <b>Item (Example):</b>                                      | <b>Description:</b>            | <b>Estimated Cost Per Hour</b> | <b>Estimated Hours</b>                   | <b>Request Amount</b> |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
| Agency's Financial Officer                                  |                                |                                | Subtotal for [Sub-]Contractual Services: | <b>\$ 155,614</b>     |

\*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**

| <b>Budget Expense Line Items:</b>                             | <b>Total Budget Request*</b> |
|---|------------------------------|
| 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                     |
| <b>X) Non-Program Indirect/Admin/Overhead Costs** (20.0%)</b> | <b>\$ 913,151</b>            |
| <b>TOTAL PROGRAM [&amp; NON-PROGRAM] AMOUNT:</b>              | <b><u>\$ 6,254,810</u></b>   |

\*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:<br><b>San Francisco Pretrial Diversion Project, Inc.</b> | Date:<br><b>2/10/2021</b>                           |
| Program Title:<br><b>Pretrial Services</b>                            | Grant/Contract Period:<br><b>7/1/2022-6/30/2023</b> |

**B) Direct Program Operating Expenses Summary**

| Expense Item                                     | Description/Purpose                  |                           | Request Amount |
|--|--------------------------------------|---------------------------|----------------|
|  | Monthly Amount<br>(or Cost per Mile) | # of Months<br>(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**

| <b>Consultants/Professional Services*</b>                   |                                |                                |  |                       |
|---|--------------------------------|--------------------------------|--|-----------------------|
| <b>Name/Agency</b>  | <b>Description of Services</b> | <b>Estimated Cost Per Hour</b> | <b>Estimated Hours</b>                   | <b>Request Amount</b> |
| 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             |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
| <b>Other [Sub-]Contract Services (provide description):</b> |                                |                                |  |                       |
| <b>Item (Example):</b>                                      | <b>Description:</b>            | <b>Estimated Cost Per Hour</b> | <b>Estimated Hours</b>                   | <b>Request Amount</b> |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
| Agency's Financial Officer                                  |                                |                                | Subtotal for [Sub-]Contractual Services: | <b>\$ 155,614</b>     |

\*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**

| <b>Budget Expense Line Items:</b>                             | <b>Total Budget Request*</b> |
|---|------------------------------|
| 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                     |
| <b>X) Non-Program Indirect/Admin/Overhead Costs** (20.0%)</b> | <b>\$ 913,151</b>            |
| <b>TOTAL PROGRAM [&amp; NON-PROGRAM] AMOUNT:</b>              | <b><u>\$ 6,254,810</u></b>   |

\*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 |
|--|----------------|---------|---------|---------------|------------|----------|------------|----------------------|
| 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 2023-2024 Budget Request**

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

**B) Direct Program Operating Expenses Summary**

| Expense Item                                     | Description/Purpose                  |                           | Request Amount |
|--|--------------------------------------|---------------------------|----------------|
|  | Monthly Amount<br>(or Cost per Mile) | # of Months<br>(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**

| <b>Consultants/Professional Services*</b>                   |                                |                                |  |                       |
|---|--------------------------------|--------------------------------|--|-----------------------|
| <b>Name/Agency</b>  | <b>Description of Services</b> | <b>Estimated Cost Per Hour</b> | <b>Estimated Hours</b>                   | <b>Request Amount</b> |
| 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             |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
| <b>Other [Sub-]Contract Services (provide description):</b> |                                |                                |  |                       |
| <b>Item (Example):</b>                                      | <b>Description:</b>            | <b>Estimated Cost Per Hour</b> | <b>Estimated Hours</b>                   | <b>Request Amount</b> |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
|   |                                |                                |  | \$ -                  |
| Agency's Financial Officer                                  |                                |                                | Subtotal for [Sub-]Contractual Services: | <b>\$ 155,614</b>     |

\*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: San Francisco Pretrial Diversion Project, Inc. Date: 2/10/2021

Program Title: Pretrial Services Grant/Contract Period: 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**

**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.

# 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






**FORM 3: CMD COMPLIANCE AFFIDAVIT**

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative:

  
\_\_\_\_\_

Owner/Authorized Representative (Print)

Jeff DuBois  
\_\_\_\_\_

Name of Firm (Print)

San Francisco Pretrial Diversion Project  
\_\_\_\_\_

Title and Position

Chief Operating Officer  
\_\_\_\_\_

Address, City, ZIP

236 8th Street, Suite E, SF, CA 94103  
\_\_\_\_\_

Federal Employer Identification Number (FEIN):

94-2333038  
\_\_\_\_\_

Date:

2/11/21  
\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |                                    |
|---|---|------------------------------------|
| <b>PRODUCER</b> Pinnacle Brokers Insurance Solutions<br>2125 Ygnacio Valley Rd. Suite 200<br>Walnut Creek, CA 94598<br><br>www.pinnbrokers.com                      0M93299 | <b>CONTACT NAME:</b> Pinnacle Brokers Insurance Solutions |                                    |
|   | <b>PHONE (A/C, No, Ext):</b> 925-952-8680                 | <b>FAX (A/C, No):</b> 925-952-8681 |
| <b>E-MAIL ADDRESS:</b> certs@pinnbrokers.com  |   |                                    |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>                      |
| <b>INSURER A:</b> Scottsdale Insurance Company  |   | 41297                              |
| <b>INSURER B:</b> State Compensation Insurance Fund   |   |                                    |
| <b>INSURER C:</b> Navigators Insurance Company  |   | 42307                              |
| <b>INSURER D:</b>   |   |                                    |
| <b>INSURER E:</b>   |   |                                    |
| <b>INSURER F:</b>   |   |                                    |

**COVERAGES**                      **CERTIFICATE NUMBER:** 60406891                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |           |          | OPS1585981      | 9/1/2020                | 9/1/2021                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> OTHER                               |           |          | OPS1585981      | 9/1/2020                | 9/1/2021                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | 92928492021     | 3/1/2021                | 3/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| A        | Professional Liability   |           |          | OPS1585981      | 9/1/2020                | 9/1/2021                | \$2,000,000; Aggregate/Each Claim Limit: \$1,000,000<br>Retention: D&O - \$10,000<br>Retention: EPLI - \$50,000  |
| C        | Directors & Officers Liability   |           |          | NY20DOLV03527NV | 9/13/2020               | 9/13/2021               |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>San Francisco Sheriff's Dept.<br>Attn: Mylan Luong<br>1 Dr. Carlton B. Goodlett Place<br>City Hall Room 456<br>San Francisco CA 94102 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Carl Canaparo |
|--|---|

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ACORD 25 (2016/03)

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**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**

**CG 20 26 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations;**
- or**
- B. In connection with your premises owned by or rented to you.**



| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED                            | AGENT NO.                  |
|---|--|--|----------------------------|
|   |  | San Francisco Pretrial Diversion Project | Negley Associates<br>29518 |

In consideration of the premium charged the following is added to form CG 20 26 07 04:

-----  
 City & County of San Francisco - San Francisco  
 Sheriff's Department,  
 1 Dr. Carlton B. Goodlett Pl. Suite #456  
 San Francisco, CA 84102

-----  
 Alameda County Superior Court  
 c/o Lori Rodekohr  
 661 Washington St.  
 Oakland, CA 94607

-----  
 CA Community Dispute Services  
 Attn: Paula Bullock  
 149 Natoma St., Suite #300  
 San Francisco, CA 94102-4514

-----  
 Superior Court of California  
 Attn: Susan Patrick  
 400 McAllister St., Room: 205  
 San Francisco, CA 94102-4514

-----  
 City & County of San Francisco  
 its officers, agents and employees  
 850 Bryant St., Room 322  
 San Francisco, CA 94103

-----  
 The Office of District Attorney Chesa Boudin  
 and the City and County of San Francisco  
 350 Rode Island Street  
 North Building, Suite 400N  
 San Francisco, CA 94103

| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED                            | AGENT NO.                  |
|---|---|--|----------------------------|
| OPS1585981                                      | 09/01/2020  | San Francisco Pretrial Diversion Project | Negley Associates<br>29518 |

**COMMERCIAL GENERAL LIABILITY COVERAGE PART:  
PROFESSIONAL LIABILITY COVERAGE PART:**

The following Name of Person or Organization is hereby amended on **CG 20 26 07 04 ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION** and **CLS-59s (4-10) ADDITIONAL INSURED (VICARIOUS)-DESIGNATED PERSON OR ORGANIZATION** to read:

**Name of Person or Organization:**

The Office of District Attorney Chesa Boudin  
and the City and County of San Francisco  
350 Rhode Island Street  
North Building, Suite 400N  
San Francisco, CA 94103

No Change in Premium



**SCOTTSDALE INSURANCE COMPANY®**

**ENDORSEMENT  
NO.**

| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED                            | AGENT NO.                  |
|---|---|--|----------------------------|
|   |   | San Francisco Pretrial Diversion Project | Negley Associates<br>29518 |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED (VICARIOUS)—DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

In consideration of the premium charged, the coverage afforded under the Coverage Part/Form is extended to the Person or Organization designated above as an Additional Insured but only for any vicarious liability imposed upon the Additional Insured for the negligence of the Named Insured. There is no coverage for the Person or Organization listed above for its sole negligence or any other negligence unless it is the negligence of the Named Insured and such negligence arises directly from the Named Insured's activities performed for the Additional Insured.



| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED                            | AGENT NO.                  |
|---|---|--|----------------------------|
|   |   | San Francisco Pretrial Diversion Project | Negley Associates<br>29518 |

In consideration of the premium charged the following is added to form CLS-59s (4-10):

-----  
 City & County of San Francisco - San Francisco  
 Sheriff's Department,  
 1 Dr. Carlton B. Goodlett Pl. Suite #456  
 San Francisco , CA 84102

-----  
 CA Community Dispute Services  
 Attn: Paula Bullock  
 149 Natoma St., Suite #300  
 San Francisco, CA 94102-4514

-----  
 Superior Court of California  
 Attn: Susan Patrick  
 400 McAllister St, Room 205  
 San Francisco, CA 94102-4514

-----  
 City & County of San Francisco  
 Its officers, agents and employees  
 850 Bryant St., Room 322  
 San Francisco, CA 94103

-----  
 The Office of District Attorney of George Gasco  
 City and County of San Francisco  
 850 Bryant St., Room 322  
 San Francisco, CA 94103

Pinnacle Brokers Insurance Solutions  
2125 Ygnacio Valley Rd, Suite 200  
Walnut Creek, CA 94598

San Francisco Sheriff's Dept.  
Attn: Mylan Luong  
1 Dr. Carlton B. Goodlett Place  
City Hall Room 456  
San Francisco CA 94102

# MAIL DOCUMENT

Certificate of Insurance Delivery by ecertsonline™

**Sender:** Karissa Bonyai

**Phone:** 925-952-8680

**Subject:** Cert No. 60406891 - Certificate of Liability: San Francisco Pretrial Diversion Project Inc.

**Date:** 3/1/2021

**No. of Pages:** 7

**URL:** [www.pinnbrokers.com](http://www.pinnbrokers.com)

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THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.





# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

*Sent Via Electronic Mail*

November 18, 2020

## **NOTICE OF CIVIL SERVICE COMMISSION ACTION**

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 49334-20/21; 46607-20/21; 47893-20/21; 40976-20/21; 44812-20/21; 4092-10/11; 4102-07/08; AND 44383-15/16.**

At its meeting on **November 16, 2020**, the Civil Service Commission had for its consideration the above matter.

The Civil Service Commission adopted the report and approved all the requests for proposed Personal Services Contracts. This shall serve to notify the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.

**PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.***

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG  
Executive Officer

Attachments

Cc: Henry Gong, Sheriff Department  
Jacquie Hale, Department of Public Health  
Ian Hart, Department of Human Resources  
Bill Irwin, Public Utilities Commission  
Daniel Kwon, Public Utilities Commission  
Amy Nuque, Municipal Transportation Agency  
Caroline Xu, Sheriff Department  
Commission File  
Chron

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF -- SHF

Dept. Code: SHF

Type of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)

Type of Service: Pretrial Consulting Services

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$19,830,206

**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:

The San Francisco Sheriff's Office has made it a top priority to reduce recidivism and improve the outcomes of the incarcerated population and offering alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include:

- Probable Cause review
- Pretrial Risk Assessment
- Alternatives to Pretrial Incarceration with Levels of Supervision Matched to Risk
- Pretrial Diversion for persons charged with misdemeanors
- Group Facilitation

B. Explain why this service is necessary and the consequence of denial:

This Pretrial Services contract provides critical information to the Court for their consideration when determining whether arrested persons remain in custody or are released while their charges are pending. In addition, this contract provides supervision for released persons and progress reports for the Court on compliance with release conditions.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The City and County of San Francisco was one of the first jurisdictions in the country to have an alternative to money bail and has contracted with non-profit providers to provide Own Recognizance services for approximately 50 years.

D. Will the contract(s) be renewed?

The contract shall have an original term of three years. In addition, the City shall have two options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable

**2. Reason(s) for the Request**

A. Indicate all that apply (be specific and attach any relevant supporting documents):

- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

This Pretrial Services contract provides critical information to the Court for their consideration when determining whether arrested persons remain in custody or are released while their charges are pending. In addition, this contract provides supervision for released persons and progress reports for the Court on compliance with release conditions. Proposed services required subject matter expertise that is currently not available within the City. Services were provided via a Grant Contract with the Sheriff's Office.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: All proposers should have qualified staff with demonstrated competencies in their assigned duties. Case management staff should be knowledgeable about strategies for effectively engaging the client population including, cultural, language and gender-related competencies. Case managers should have a basic understanding of behavioral health disorders and understand how these illnesses could impact pretrial success. All program staff shall have training in recognizing and respecting all people's gender identity and successfully complete Prison Rape Elimination Act (PREA) training provided by the SFSO during the civilian orientation. The department is contracting units of service and expects that when a contractor's employee is absent from work, for whatever reason, a fully qualified employee (as identified previously) will replace them.

B. Which, if any, civil service class(es) normally perform(s) this work? none

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

Proposed services required subject matter expertise that is currently not available within the City. Services were provided via a Grant Contract with the Sheriff's Office.

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

Many jurisdictions have utilized sworn probation officers to conduct this work, but San Francisco has invested in a non-profit staff of criminal history specialists that prepare or work ups and risk assessments for the court and case managers who link clients to services and monitor court compliance.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. San Francisco has successfully provided this service through a partnership with an independent non-profit for almost fifty years. This model is supported by criminal justice advocates. Any change to provide this work with a new civil service class would need to take this history into account.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. All program staff shall have training in recognizing and respecting all people's gender identity and successfully complete Prison Rape Elimination Act (PREA) training provided by the SFSO during the civilian orientation. No specified hours of training.

C. Are there legal mandates requiring the use of contractual services?  
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. The current incumbent contractor for this service is permitted to submit in response to this solicitation.

7. **Union Notification:** On 09/21/2020, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Caroline Xu Phone: (415) 554-7229 Email: caroline.xu@sfgov.org

Address: 1 Dr. Carlton B Goodlett Place Room 456 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44812 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/16/2020

# **Receipt of Union Notification(s)**

## Xu, Caroline (SHF)

---

**From:** dhr-psccordinator@sfgov.org on behalf of caroline.xu@sfgov.org  
**Sent:** Monday, September 21, 2020 5:04 PM  
**To:** Xu, Caroline (SHF); emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tony@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@SFMEA.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@SFMEA.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@SFMEA.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Xu, Caroline (SHF); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44812 - 20/21

RECEIPT for Union Notification for PSC 44812 - 20/21 more than \$100k

The SHERIFF -- SHF has submitted a request for a Personal Services Contract (PSC) 44812 - 20/21 for \$19,830,206 for Initial Request services for the period 07/01/2021 – 06/30/2024. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrDrupal/node/15517> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **City and County of San Francisco**

## **Request for Proposals for**

### **Pretrial Services**

**RFP # SHF | 2020-04/Sourcing Event No. 0000004830**



|                                       |                               |
|---------------------------------------|-------------------------------|
| Date issued:                          | December 22, 2020             |
| Mandatory Pre-Proposal Intent to Bid: | January 5, 2021 @ 2:00 p.m.   |
| Proposal due:                         | February 15, 2021 @ 2:00 p.m. |

Request for Proposals for **Pretrial Services**

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**Appendices:**

- A. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.
- B. Budget Proposal Format (these forms accompany every contract) separate document
- C. Sample Agreement for Professional Services (form P-600)
- D. Sample Invoice and Modification Form (these forms utilized with every contract)
- E. CMD Attachment 2 Form



**Request for Proposals for  
Pretrial Services**

**I. Introduction and Schedule**

**A. General**

The San Francisco Sheriff’s Office has made it a top priority to reduce recidivism and improve the outcomes of the incarcerated population and offering alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include:

1. Pretrial Risk Assessment
2. Probable Cause review
3. Alternatives to Pretrial Incarceration with Levels of Supervision matched to risk
4. Pretrial Diversion for person charged with misdemeanors
5. Group Facilitation

The contract shall have an original term of three years and SFSO shall be the sole administrator of services. The original contract term is the period from the award execution date, approximately July 01, 2021, through the last day of the month of a thirty-six consecutive month period. In addition, the City shall have two options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. The maximum period of the contract shall not be more than five (5) years.

The contract total compensation for the original period is expected to not exceed **\$19,011,273 (\$6,337,091/per year)**. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. **All funding is contingent upon availability of funds for every fiscal year covered under this RFP, satisfactory program performance and demonstrated need for proposed services.**

**B. Schedule**

The anticipated schedule for selecting a provider is:

| <u>Proposal Phase</u>                | <u>Date</u>                            |
|--------------------------------------|--|
| RFP is issued by the City            | <u>Tuesday, December 22, 2020</u>      |
| Mandatory Pre-Proposal Intent to Bid | <u>Tuesday, January 5, 2021 2:00pm</u> |

## RFP for SHF2020-04 Pretrial Services

Deadline for submission of written questions or requests for clarification

Tuesday, January 19, 2021 4:00pm

Answers to written questions and request for Clarification posted to City Website

Friday, January 22, 2021 4:00pm

Proposals due

Monday, February 15, 2021 2:00pm

Oral interview with firms selected for further consideration

TBD

### **C. Contractors Unable to do Business with the City**

#### **1. Generally**

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

#### **2. Companies Headquartered in Certain States**

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

**II. Background Information and Scope of Work**

**A. Background Information**

The San Francisco County Jail system includes an intake and release facility, housing facilities and two community sites. The following list provides the capacity for each facility, location and the purpose for its use.

| <b>Facility</b>                             | <b>Capacity</b> | <b>Location</b>             | <b>Use</b>  |
|---|-----------------|-----------------------------|---|
| County Jail #1                              | N/A             | 425-7 <sup>th</sup> Street  | Intake and Release – No Housing   |
| County Jail #2                              | 392 Beds        | 425-7 <sup>th</sup> Street  | The only jail in the system that houses women, but it also houses men. This jail also houses a sub-acute psychiatric housing unit and a medical step down unit. |
| County Jail #3C                             | 768             | 1 Moreland Drive, San Bruno | Men’s housing, pod design   |
| Community Programs: Women’s Resource Center | N/A             | 930 Bryant Street           | Reentry and education services for women  |
| ZSFGH                                       | N/A             | 1001 Potrero Ave            | Releases at the hospital.   |
| Community Programs                          | N/A             | 70 Oak Grove                | Reentry and education services  |

Currently, all females are housed at CJ#2, however; there are also males and transgender, gender variant and intersex persons housed at this jail. CJ#2 also operates a sub-acute psychiatric housing area for men and women as well as a medical step down unit for both men and women.

For calendar year 2019, the total number of bookings in the San Francisco county jail system were 17,597, while the approximate number of unique individuals booked was 11,258. The gender of the unique individuals booked was:

- Male: 9,127
- Female: 2,131

The average length of stay for all persons was 25 days and for those who stayed beyond the first three days, the average length of stay was 33 days. Of the unique individuals booked, the following information was recorded at the time of booking in terms of residence:

- San Francisco residence: 6,131
- Non SF residence: 2,889
- Unknown: 153
- Homeless: 3
- Transient: 2,080

## RFP for SHF2020-04 Pretrial Services

The age range of the unique individuals booked was:

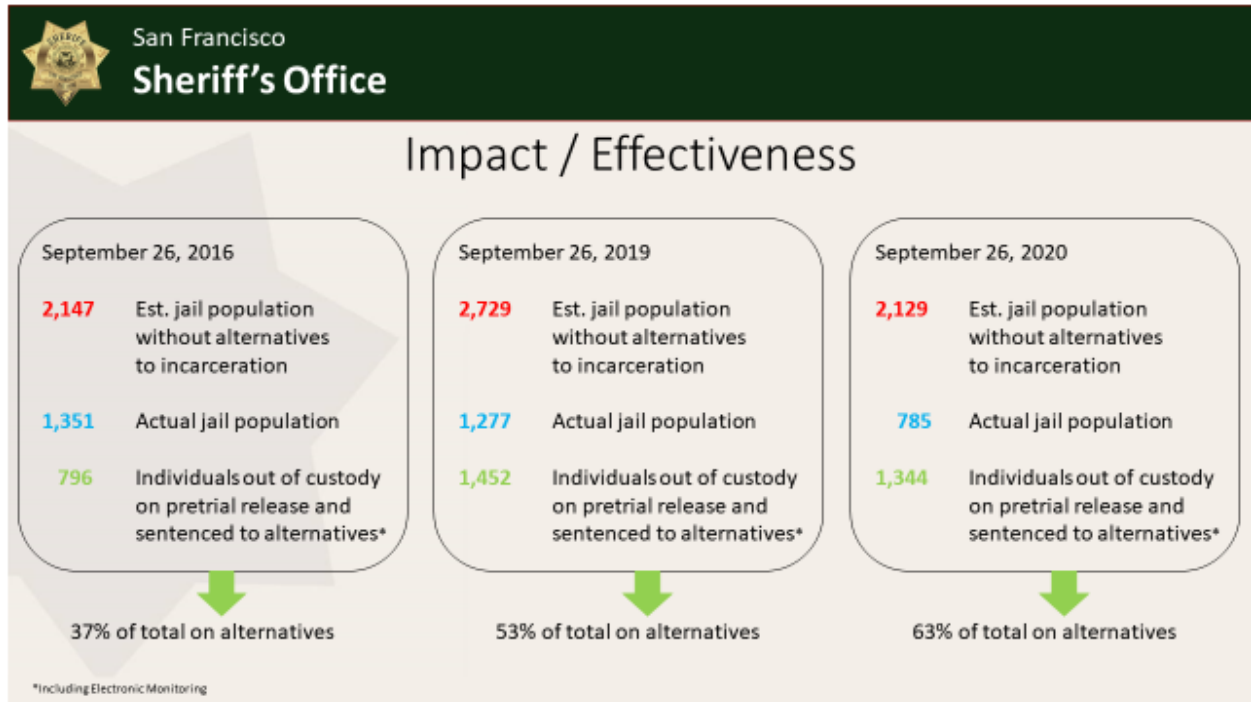
- 18-25 2,507
- 26-30 2,089
- 31-39 2,901
- 40-55 2,870
- 56+ 891

During a January 2019 housing survey, 44% of responding inmates reported that they were living on the streets or in shelters prior to their arrest. Approximately 90% of the jail population is pre-sentenced and 10% are serving a sentence. Additionally, it should be noted that the number and acuity of persons in custody with mental illness has increased in recent years as reflected in the table below:

|                       | 2010  | 2011  | 2012  | 2013  | 2014  | 2015  | 2016  | 2017  | 2018  |
|-----------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| # Rec Psych Meds      | 200   | 169   | 184   | 190   | 162   | 183   | 235   | 249   | 350   |
| Total Jail Population | 1682  | 1497  | 1506  | 1262  | 1129  | 1341  | 1493  | 1439  | 1320  |
| % Rec Psych Meds      | 11.9% | 11.3% | 12.2% | 15.1% | 14.3% | 13.6% | 15.7% | 17.3% | 26.5% |

**Notes: Each unit of service is considered 15 minutes of client contact or work on behalf of a client.**

The following charts describe the role that pretrial release has played in reducing the average daily count in the jails.



## B. Scope of Work

SFSO is seeking a contractor to provide the following Scope of Work. The Scope of Work is a general guide and is not a complete list of all work necessary to complete the project. Proposing teams may suggest a modified scope as part of their proposal. Successful proposals will contain the following core elements:

### Probable Cause Facilitation

Probable cause facilitation refers to the process by which an arrest report is presented to the Duty Officer within 48 hours of arrest for a probable cause determination. 365 days per year, the contractor providing pretrial services will monitor arrested defendants who remain in custody and collect arrest reports from any law enforcement agency booking subjects into the San Francisco County Jail. The contractor providing pretrial services is expected to prepare this information for review by the Duty Officer. The Duty Officer can: (1) find probable cause; (2) find no probable cause; or (3) authorize an extension of time for Probable Cause staff to obtain

the arrest report. In the event that no probable cause is found, the contractor shall present a certified copy of the order to the Sheriff's Office and notify the District Attorney's Office.

### **Pretrial Risk Assessment**

Judicial officers need information to make decisions about who poses a risk of failing to appear at scheduled court appearances (FTA) or new criminal activity (NCA) while on pretrial release. Research has identified factors that can be combined to assess defendants for likelihood of having a successful pretrial release. Using a pretrial risk assessment instrument to collect and provide this information to judges has been endorsed by the American Bar Association, the National Sheriffs' Association, the American Jail Association, and the National Association of Pretrial Services Agencies, among others. In April of 2016, the Sheriff's Department adopted the Arnold Foundation's Public Safety Assessment in order to provide pre-arraignment release recommendations regarding eligible defendants to judicial officers. The contractor providing pretrial services will administer the Public Safety Assessment (PSA) developed by the Arnold Foundation and present the results to a judicial officer for possible pre arraignment release.

The San Francisco Sheriff's Office (SFSO) has developed new procedural requirements for pre-arraignment release. Contractors providing pretrial services shall be expected to provide the following services:

- Provide staff coverage 24-hour, 7-days per week.
- Determine eligibility for pre-arraignment release per 1270.1PC and 1319.5PC and communicate status of newly booked inmates to SFSO.
- Print, process, analyze, and summarize criminal history information, ensuring completeness and accuracy.
- Submit PSA workups for eligible cases within 8 hours of ID confirmation.
- Provide SFSO detailed explanation of any late submissions and any implemented corrective measures.
- Monitor the 18-hour timeline for judicial release determinations and communicate with the duty judge to provide any needed additional information
- Provide the SFSO Records Unit with the No Decision Rendered Form and the Public Safety Assessment Decision Making Frame work recommendation in the event that a judicial decision has not been made before the prescribed deadline.
- Monitor the submission of declarations submitted by law enforcement agencies that may extend the 18-hour timeline to 30-hours and communicate with the Courts and SFSO details pertaining to any received declarations.
- Monitor the submission of 1269c petitions for either judicial review in less than 18 hours or for Own Recognizance release for those with offenses enumerated in California Penal Code Section 1270.1(a), and provide SFSO with regular updates regarding the number and outcomes of submitted petitions.

## RFP for SHF2020-04 Pretrial Services

- Make routine contact with persons incarcerated in the San Francisco County Jail to communicate the outcome of the judicial review including whether release was denied and bail was set by the Court.
- Work with SFSO to provide timely reports to the Court including data review and cleaning, and report drafting.

The workup that the contractor must submit to the Judicial Officer shall consist of the PSA generated court report, criminal history, summary of criminal history, the arrest report, and a cover sheet. Contractor's CLETS certified staff will compile criminal history information on arrestees considered for pretrial release utilizing databases from the National Crime Information Center (NCIC), California Identification Index (CII), San Francisco Record of Arrest and Prosecution (RAP sheet), and the Department of Motor Vehicle records. The pretrial release decision is exclusively a judicial function. If a judge grants the defendant's release, contractor staff will inform the defendant of the conditions of their release. If the judge denies release, or if the defendant is ineligible for pre-arraignment release, then staff will provide the workups to the arraignment courts. In general, defendants ineligible for pre arraignment release include persons on felony probation, three or more FTA (failures to appear) within 3 years, current violent charges, or concurrently booked on an outstanding bench warrant. Contractor staff will also review charging decisions made by the District Attorney's Office to inform clients released pre-arraignment on the status of their case and to determine which workups will be delivered to the felony and misdemeanor courts. In addition, contractor staff will be responsible for preparing work ups for surrender cases for defendants with outstanding District Attorney Warrants and upon request by a judge or defense attorney, at any stage of the proceedings.

### Continuum of Supervision levels

The PSA includes a decision making framework or grid that lays out different conditions and types of supervision. This grid is structured so that people with the greatest likelihood of pretrial success have no or very few conditions placed, while those who present more risk factors have more conditions imposed. Currently, the SFSO and San Francisco Superior Courts have agreed on three distinct levels of supervision:

1. **No Active Supervision-** Supervision entails providing defendants with court reminders.
2. **Minimal Supervision-** Supervision entails providing defendants with court reminders and requiring twice a week phone reporting to staff.
3. **Assertive Case Management-** Supervision entails providing defendants with court reminders and requiring four times a week reporting to staff in person and/or by phone.

Defendants released to Assertive Case Management (ACM) require the most supervision and SFSO is seeking a contractor skilled in providing intensive case management. ACM clients will be released from custody directly to staff, however prior to release, staff will conduct a needs assessment, including the Brief Jail Mental Health Screening (BJMHS) which identifies clients who should receive further clinical assessments, and explain program requirements. Contractor staff will identify behavioral health needs, housing status, and other needs through

## RFP for SHF2020-04 Pretrial Services

this screening and assessment results will be used along with the PSA to inform release conditions. In addition, those flagged by the BJMHS as needing further assessment, will be referred to the Citywide Forensics Clinician that is funded by the SFSO to provide support to clients released pretrial. Contractor's designated case managers shall be required to closely monitor Client participation and submit progress reports to the Court. In addition, in order to provide necessary ACM supervision, the contractor shall:

- Collaborate with community-based treatment providers and other supports that serve the target population, and maintain an understanding of their capacities, and areas of expertise.
- Collaborate with the Department of Homelessness and Supportive Housing to ensure that all clients experiencing homelessness are assessed for Adult Coordinated Entry.
- Create release plans that ensure that expectations for each defendant are feasible, make sense to the defendant, and are presented in a consistent manner.
- Provide strengths-based case management that works with clients to identify their strengths and focuses on maintaining protective factors.
- Maintain service delivery standards that incorporate an understanding of the impact of trauma into assessment, treatment, and supervision practices.
- Maintain service delivery standards that incorporate an individual assessment while recognizing that clients will be at different stages of behavioral change. Staff must be trained in managing denial and resistance.
- Maintain service delivery standards that advance intrinsic motivations.
- Provide individual client progress reports to the Court and on-going cumulative evaluations of the program to SFSO and Court.
- Continually monitor court ordered conditions that includes immediate interventions and communication with the Court regarding continued non-compliance.
- Facilitate release and transportation of pretrial defendants to residential treatment at the request of the Court.

In addition, SFSO recognizes that a subset of ACM clients will have more acute mental health, primary care and substance abuse disorder treatment needs in conjunction with homelessness or unstable housing. A successful proposal will address these needs by identifying a multidisciplinary team of Clinicians, Case Managers, and Peer Advocates or Outreach Workers. SFSO supports these efforts by funding a UCSF Citywide clinician who has expertise in the Department of Public Health's System of Care and who will be able to conduct an in-depth behavioral health assessment for clients flagged by the Brief Jail Mental Health Screening, along with ongoing counseling, support, referral, and placement advocacy services. A successful proposal will describe how this position is embedded within the ACM team. In addition, staff should be prepared to accompany vulnerable clients to all of their court dates. When a client has not complied with release conditions, the staff must attempt to locate them, including contacting friends and family, outreach to certain neighborhoods and establishments, collaborating with medical and/or other social service providers, and monitoring the jails and hospitals in case of re-incarceration or hospitalization, as needed. If a client fails to appear for court, contractor shall continue outreach efforts in the hopes of assisting the client in filing a motion to recall the bench



## RFP for SHF2020-04 Pretrial Services

warrant. For those clients receiving clinical services through the program, the contractor shall make plans for transitions to post-adjudication care.

### **Pretrial Diversion**

Pretrial Diversion provides misdemeanor offenders the opportunity to complete a program, or community service in lieu of traditional criminal proceedings. Successful completion of the program may result in the dismissal of the case. In order to be eligible for diversion, clients must not have any convictions within the past 5 years. The District Attorney determines Pretrial Diversion Eligibility. In addition to community service hours, Pretrial Diversion programs may include substance abuse treatment, anger management classes, parenting or domestic violence groups.

Contractor staff interview each client referred and formulate an appropriate treatment plan to best address court-ordered requirements along with the client's needs. Staff will also prepare eligibility reports and progress reports for the Court. Contractor shall provide Clients with an array of treatment options, which shall include gender-specific programming options and treatment options for non-English speakers.

In many cases, the Court allows contractor staff to waive the court appearances of those clients who have maintained contact and progressed on their treatment plan. However, if a client is not in compliance with a court order, or has not been adhering to the service plan, the client will be required to attend court.

### **Group Facilitation**

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

A successful proposal will include detailed information regarding proposed curriculums with a description of the content and the number of hours for completion. SFSO expects the successful proposal to identify the best practices, proven principles and service modalities the proposer intends to utilize in the administration of the contract. Any and all curriculum that utilizes a movie or audio visual presentation shall include an adult learning concept to discuss and explain the purpose of the exercise. SFSO is especially seeking contractors that can provide cognitive based interventions, which help clients to confront thinking patterns that promote criminal conduct and provide education on appropriately negotiating with authority. Proposals should also include information on how proposed programming will be responsive to learning styles, motivation, gender and culture. In addition, proposals should include a plan for providing groups electronically for clients who have access to the internet.

Once allowed by the Department of Public Health, contractor will provide a minimum of seven hours per week of group facilitation between 8am and 8pm at the Community Program site located at 70 Oak Grove. A successful proposal will also include a gender-specific curriculum

## RFP for SHF2020-04 Pretrial Services

for self-identified females at the SFSO Women's Resource Center, located at 930 Bryant Street. The SFSO reserves the right to change the times and days at their sole discretion.

### Staffing

As in any successful program, we believe that the quality of the staff that provides services will have a direct impact on the future success of the participants in the program. Training is at the heart of effective pretrial responses; from leadership understanding and endorsement of legal and evidence-based practices in system design to line staff interacting productively with defendants on release. All proposers should have qualified staff with demonstrated competencies in their assigned duties. Case management staff should be knowledgeable about strategies for effectively engaging the client population including, cultural, language and gender-related competencies. Case managers must have a basic understanding of behavioral health disorders and understand how these illnesses could impact pretrial success. All program staff shall have training in recognizing and respecting all people's gender identity and successfully complete Prison Rape Elimination Act (PREA) training provided by the SFSO during the civilian orientation. The department is contracting units of service and expects that when a contractor's employee is absent from work, for whatever reason, a fully qualified employee (as identified previously) will replace them. All program staff must be able to pass a SFSO background that includes a fingerprint scan and must maintain compliance which is in accordance to the Department of Justice's regulations related to Criminal Justice Information System data. Additionally, program staff shall attend an SFSO mandatory civilian orientation.

### Data Collection and Reporting

Documenting interactions with clients is essential to effective case management. Recording casework information is a means of accountability to the client, the Court and the Sheriff's Office. A successful proposal will demonstrate the agency's capacity to maintain a sophisticated information management system(s) capable of providing reports required by the Sheriff's Office and the Courts. In addition, a successful proposal will include information on how client compliance is tracked and a methodology for notification of the Court when clients are not in compliance with release conditions. The following are examples of reports that will be required:

- Times for the following events: ID confirmation, PSA workup submission, submission of any additional workup materials received after 8 hours, submission of affidavits by law enforcement agencies, judicial determination, no judicial decision if the 18 or 30 hours has expired without judicial determination, client release or notification to the client of release denial.
- Number eligible and number and reason for pre-arraignment ineligibility for all cases reviewed by Own Recognizance staff.
- PSA Report recommendations and Judicial determinations including information on the number denied pre-arraignment due to missing information.

## RFP for SHF2020-04 Pretrial Services

- Number of automatic release determinations (if no judicial decision) for all pre-arraignment cases.
- Number and submission information for all affidavits submitted by law enforcement agencies.
- Daily count of clients participating in all of the various components;
- Daily log of Criminal Offender Record Information (CORI) distribution;
- Monthly performance metric reports including appearance rates;
- Quarterly performance metric reports including safety rates;
- Weekly data transfers to SFSO ITSS to monitor compliance with Buffin protocols.

### III. Submission Requirements

#### A. Time and Place for Submission of Proposals

Proposals must be received electronically via e-mail by **2:00 P.M. (PST) on Monday, February 15, 2021. E-mail is required.** Please e-mail proposals to:

[Lorena.Marquez@sfgov.org](mailto:Lorena.Marquez@sfgov.org)

Late submissions will not be considered.

#### Format

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers). The font size may not be smaller than 10 pt. in single space and must be doubled spaced. You must submit one electronic version of the documents, which includes the proposal in Word document and PDF format and the budget proposal in Excel format.

Please include a Table of Contents.

The proposed services must be clearly explained, including a detailed description of the tasks, equipment and services that will be used to meet the proposal requirement. The reader of the proposal should have a clear understanding of each portion as well as the overall process. The use of acronyms, legal terms and industry jargon should be avoided.

All proposals must clearly explain, in detail, the services that the agency is proposing to provide. Do not incorporate the service descriptions above by reference (e.g. "Services shall be provided as described in the RFP.") Any proposal submitted without clear description for those services applied for may be rejected from consideration.

#### B. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. **Table of Contents (1 page)**
2. **Introduction and Executive Summary (up to 2 pages)**

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your

firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

**3. Project Approach (up to 30 pages)**

Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Assignment of work within your firm's work team.
- d. Describe data collections methods and how Proposer will track outcomes of program participants.

**4. Firm Qualifications (up to 5 pages per collaboration)**

If multiple agencies are collaborating on a proposal each agency should complete an explanation of qualifications.

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. Organizational chart that shows how the services fits into the firm's organization.
- d. List of Board of Directors and dates of 2020 Board meetings. Please also indicate which meetings were open to the public per Chapter 12L of the S.F. Administrative code.

**5. Team Qualifications (up to 5 pages)**

Provide a staffing plan for each of the following components:

- Probable Cause review and Pretrial Risk Assessment
- Alternatives to Pretrial Incarceration NAS, MS and ACM
- Pretrial Diversion for persons charged with misdemeanors
- Group Facilitation

Show all positions that will contribute to providing the scope of work, including the position title, a summary of the position duties, the level of experience and education required for the position, whether the position is now filled, and the proposed hourly rate of pay. If the position is filled, provide the years of experience and educational background of the incumbent. Use the format defined below.

RFP for SHF2020-04 Pretrial Services

| Position Title  | Position Duties  | Level of Experience Required          | Education Required   | Filled | FTE Equivalent | Proposed Hourly Rate of Pay |
|-----------------|--|---------------------------------------|--|--------|----------------|-----------------------------|
| RFP Coordinator | Coordinate all department RFP processes, including working with staff to develop Scope of Work, developing selection criteria, and administering process | 3 years of equivalent work experience | Bachelor's Degree in related field, Master's Degree in related field may substitute for 1 year of experience | YES    | 1 FTE          | \$X.XX                      |

**6. Price Proposal**

The City intends to award this contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide a fee proposal in a separate electronic folder that includes the following:

- a. Proposers must provide a detailed labor budget, where all project staff provide services directly to the client or directly supervise staff providing client services; and
- b. Proposers may request up to 20% of their total labor budget, including benefits, in operational overhead. Overhead includes support staff such as administrative assistants, finance staff, and executive officers.
- c. Proposers must list all sub-contractors, describe the services provided, the hourly sub-contracting rate, and the maximum budgeted amount for each sub-contractor. Sub-contractors are not included in the labor budget. These services are not considered overhead.
- d. Proposers budgets must indicate how services will be maintained on the schedule, regardless of the designated staff person's sick or vacation leave.

7. **Acknowledgement of Addendums**

- a. Signed copies of each bid addendum posted to contract website. These signed copies acknowledge the proposer has read the addendum.

8. **Certification of Headquarters in Accordance with Administrative Code Chapter 12X.**

Proposals should contain the following statement:

“I certify that my company is headquartered at the following address \_\_\_\_\_  
\_\_\_\_\_. I will notify the City if my company's  
headquarters moves.”

#### IV. Evaluation and Selection Criteria

##### A. Minimum Qualifications

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the department determines that the proposer does not meet minimum qualifications, proposer may be deemed non-responsive.

The following minimum qualifications must be met by the time of proposal submission.

- Funding eligibility is open to documented non-profit organizations with 501© (3) status certified to provide services within the City and County of San Francisco. Non-profit organizations must have an active governing Board of Directors and an Executive Director responsible for the day-to-day management of the organization.
- Proposers must be certified to provide services within the City and County of San Francisco.
- Proposers must certify they are in good financial condition and provide substantiating documents upon request.
- Proposers must have submitted an intent to bid submission.
- Staff assigned to Own Recognizance (OR) must meet eligibility requirement for both San Francisco Sheriff's Office (SFSO) and Level II access for Criminal Justice Information Services (CJIS) and California Law Enforcement Telecommunications System (CLETS) derived data.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals MAY be considered non-responsive and will not be eligible for award of the contract.

##### B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in Pretrial Services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to 2 of the firms with the highest scoring proposals will be interviewed by the committee to make the final selection.

##### 1. Overall Evaluation Process

The evaluation process will consist of the phases specified below with the following allocation of points

| <b>Evaluation Phase</b>             | <b>Maximum Points</b> |
|-------------------------------------|-----------------------|
| Screening of Minimum Qualifications | Pass/Fail             |

|                  |           |
|------------------|-----------|
| Written Proposal | 50        |
| Oral Interview   | 15        |
| <b>TOTAL</b>     | <b>65</b> |

**Screening of Minimum Qualifications**

Each proposal will be reviewed for initial determinations on whether Proposer meets minimum qualifications referenced in Section IV, Part A of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process. The City reserves the right to request clarifications from proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide a proposer the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

**Written Proposal Evaluation (50 Points)**

The proposals will be evaluated by a selection committee comprised of parties with expertise in the needed services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

The evaluation panel will evaluate each written proposal meeting the minimum qualifications and requirement on a 50-point scale.

The evaluation panel will award points for each criteria on a scale of 1 to 10, according to the following scale (1-3) Does Not Meet SFSO Expectations, (4-6) meets SFSO Expectation, (7-10) exceeds SFSO expectations. Panelist’s scores for each criteria will be summed to obtain a total score for each Panelist. The scores of each Panelist will be averaged to obtain a total written score for each proposal. Scoring criteria are defined below.

| <b>Written Evaluation Criteria</b>   | <b>Max Score</b> |
|--|------------------|
| Understanding of each component and the tasks to be performed, etc.                              | 10               |
| Firm’s organizational structure is appropriate to effectively deliver Scope of Work              | 10               |
| Proposed staffing plan is appropriate to provide the Scope of Work for each component            | 10               |
| Firm’s information management systems are appropriate for necessary data collection and analysis | 10               |
| Fee proposal demonstrates an efficient use of resources  | 10               |
| <b>Total</b>   | <b>50</b>        |



**Oral Interview (15 points)**

The top **two** scoring proposers will be invited to make an oral presentation. The details of the oral presentation including date, time, location, equipment availability and schedule will be posted via an addendum posted to the RFP website. Proposers invited to the oral presentation will be asked the following questions:

The Evaluation Panel will evaluate each oral presentation on a scale of **15** maximum points.

The Evaluation Panel will award points for each criteria on a scale of 1 to 5, according to the following scale 1) Does Not Meet SFSO Expectations, 3) Meets SFSO Expectation, 5) Exceeds SFSO Expectations. Panelist’s scores for each criteria will be summed to obtain a total score for each Panelist. The scores of each Panelist will be averaged to obtain a total written score for each proposal. Scoring criteria are defined below.

| Oral Presentation Evaluation Criteria   | Max Score |
|---|-----------|
| Agency provides clear presentation of program goals and objectives for each component   | 5         |
| Agency provides clear description of management and staff qualifications and experience | 5         |
| Agency has appropriate measure for tracking impact of services                          | 5         |
| <b>Total</b>  | <b>15</b> |

If any member of the Evaluation Panel determines that the Proposer has failed to present information that allows the Evaluation Panel to score any criteria or question response, the Evaluation Panel will award a score of zero. In cases where averages are used, any score in which the denominator is zero will receive a score of zero. All scores will be rounded to the nearest whole number. All scores of zero will result in a lower total proposal score.

The RFP Coordinator will sum the written proposal score, the oral presentation proposal score, and the fee proposal score to calculate the total proposal score. The proposer with the highest total proposal score will be notified of the Intent to Award via the City’s website. SFSO reserves the right to withhold an award or to make a partial award.

**V. Mandatory Pre-proposal Intent to Bid Submission and Contract Award**

**A. Mandatory Pre-Proposal Intent to Bid Submission**

Proposers must submit an intent to bid by Tuesday, January 5, 2021 by 2:00 P.M. (PST) to [Lorena.Marquez@sfgov.org](mailto:Lorena.Marquez@sfgov.org). All questions will be addressed via email. If you have further questions regarding the RFP, please contact the individual designated in Section VI. Part B.

**Question and Answer Period**

Proposers shall submit all questions concerning this Request for Proposal in writing by email only during the Question and Answer Period, ending Tuesday, January 19, 2021, no later than 4:00 P.M. (PST) and directed to: [Lorena.Marquez@sfgov.org](mailto:Lorena.Marquez@sfgov.org). Questions and Answers will be posted publically. The department will not respond to questions received after the due date. The department will respond to all questions in writing via addendum posted to contract website. It is the responsibility of all proposer to monitor the contract website for question responses.

Please reference **RFP No. SHF2020-04 Pretrial Services** in subject email.

Written Bid Addendum will execute any change or addition to the requirements contained in this RFP, as a result of the Pre-Proposal Intent to bid submissions. It is the responsibility of the Proposer to check for any RFP Addendums, Q&A postings, and other updates which will be posted on the City's Bid and Contracts website:

<http://mission.sfgov.org/OCABidPublication>

**B. Contract Award**

The San Francisco Sheriff's Office will select a proposer with whom San Francisco Sheriff's Office staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the San Francisco Sheriff's Office, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

## **VI. Terms and Conditions for Receipt of Proposals**

### **A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 72 hours prior to the date that proposals are due. Modifications and clarifications will be made by addenda as provided below.

### **B. Inquiries Regarding RFP**

Proposers shall submit all questions concerning this Contract Proposal, scope of services or requirements in writing by email only during the Question and Answer Period as specified in Section I Part B (Schedule of Events) and directed to: [Lorena.Marquez@sfgov.org](mailto:Lorena.Marquez@sfgov.org). All Proposer questions concerning the bid process shall be submitted no later than 72 hours prior to the bid deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

### **C. Objections to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not less than 72 hours prior to the RFP deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### **D. Change Notices**

The Department may modify the RFP, prior to the proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s). It is the responsibility of the proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City's Bid and Contracts website: <http://mission.sfgov.org/OCABidPublication>

### **E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the proposal may remain valid beyond the 180 day period in the circumstance of extended negotiations.

### **F. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before, but no later than the proposal due date and time.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

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At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

### **G. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

### **H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

### **I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.

3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

**J. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**K. Public Access to Meetings and Records**

If a proposer is a non-profit entity that 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 S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

**L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

**M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

**N. Local Business Enterprise Goals and Outreach**

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this RFP.

Each solicitation process requires a **new submittal of CMD Attachment 2 forms** at the following link, located under the heading “Attachment 2: Requirements for Architecture, Engineering, & Professional Services Contracts”:

Each solicitation process requires a **new submittal of CMD Attachment 3 forms** at the following link, located under the heading “Attachment 3: General Services Contracts”:

<http://www.sfgsa.org/index.aspx?page=6135>

- (1) Form 2A-CMD Contract Participation Form
- (2) Form 2B- CMD “Good Faith Outreach” Requirements Form
- (3) Form 3- CMD Non-Discrimination Affidavit
- (4) Form 4- CMD Joint Venture Form (if applicable), and
- (5) Form 5- CMD Employment Form

Please submit Forms 2A, 2B, 3 and 5 (and Form 4 if Joint Venture response) with your Response Package. The forms should be part of the “Original” of your response. The forms should have original signatures.

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If these forms are not returned with the response, the response may be determined to be non-responsive and may be rejected.

<http://www.sfgov.org/cmd>

### **1. LBE Sub-consultant Participation Requirement**

Please refer to San Francisco Administrative Code Chapter 14B and *CMD Attachment 2* for information concerning the City's LBE program.

The LBE sub-consulting goal is 5% of the total value of the goods and/or services to be procured. Sub-consulting goals can only be met with CMD-certified Small or Micro-LBEs located in San Francisco.

In accordance with 14B.8(B) of the Administrative Code, in order for the Bidder to be exempt from meeting the “Good Faith Outreach” requirements described in 1.02 in *CMD Attachment #2*, the total amount of the LBE participation must equal or exceed 6.75%.

Pursuant to Sec. 14B.9 of the Administrative Code, bidders are hereby advised that the availability of Minority Business Enterprises (MBE), Women Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subcontract work on this project is as follows:

0.3% MBE; 0.2% WBE; 4.4% OBE;

Bidders are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

### **2. Link to LBE Sub-consultant Directory**

This link takes you to a directory of current Local Business Enterprises.

[http://mission.sfgov.org/hrc\\_certification/](http://mission.sfgov.org/hrc_certification/)

### **3. Good Faith Outreach to Select LBE Sub-consultants**

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE sub-consultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE sub-consultants solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the response. LBEs identified as sub-consultants must be certified in the discipline required in the contract and specified in the RFP with the Contract Monitoring Division at the time the response is due, and must have been contacted by the (prime contractor) prior to listing them as subcontractors in the response. Any response that does not meet the requirements of this paragraph will be non-responsive.

### **4. Documentation of Good Faith Outreach Efforts**

In addition to demonstrating that it will achieve the level of sub-consulting participation required by the contract, a Respondent shall also undertake and document in its

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submittal the good faith efforts required by Chapter 14B.8(C) & (D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Responses which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2 and this solicitation will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE sub-consultant participation specified in the contract shall be deemed a material breach of contract.

*Note: The Good Faith Outreach requirement may be satisfied by exceeding the established LBE subconsulting participation goal by 35%.*

### **5. LBE Participation and Rating Bonuses**

The City strongly encourages responses from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for the award of this project for any Respondents who are certified as a Small or Micro-LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling (415) 581-2310 or emailing lbecert@sfgov.org. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- a) A 10% bonus to a Small or Micro LBE—including Non-Profit; or a joint venture between or among LBEs; or
- b) A 5% bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%;
- c) A 7.5% bonus to a joint venture with LBE participation that equals or exceeds 40%;

Joint Venture Rating Bonus If applying for a rating bonus as a joint venture, the LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the response, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

### **6. Application of the Rating bonus:**

The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

- a) Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To \$400,000. A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
- b) Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000. A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.



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- c) Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000. A 2% rating bonus will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE.
- d) The rating bonus for a Joint Venture (“JV”) with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of \$10,000 and Less Than or Equal to \$10,000,000:
  - i. 10% for each JV among Small and/or Micro LBE prime proposers.
  - ii. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers.
  - iii. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.
  - iv. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.
- e) The rating bonus does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

### 7. CMD Contact

If you have any questions concerning the CMD Forms and to ensure that your response is not rejected for failing to comply with S.F. Administrative Code Chapter 14B requirements, please call or email Dalmar Ismail at (415) 581 – 2322 / [dalmar.ismail@sfgov.org](mailto:dalmar.ismail@sfgov.org)  
The forms will be reviewed prior to the evaluation process.

## **VII. Contract Requirements**

### **A. Standard Contract Provisions**

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

### **B. Nondiscrimination in Contracts and Benefits**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/>.

### **C. Minimum Compensation Ordinance (MCO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

### **D. Health Care Accountability Ordinance (HCAO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

### **E. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

**F. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

**VIII. Protest Procedures**

**A. Protest of Non-Responsiveness Determination**

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**B. Protest of Non-Responsible Determination**

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**C. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual

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authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **D. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

**Lorena Marquez**  
**RFP Coordinator**  
**San Francisco Sheriff's Office**  
**Room 456, City Hall**  
**San Francisco, CA 94102-4676**  
**Lorena.Marquez@sfgov.org**

**Appendix A**

**Standard Forms**

**A. How to become Eligible to Do Business with the City:**

Before the City can award any award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

**B. Mandatory Forms:**

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City’s supplier portal located at <https://sfcitypartner.sfgov.org/> :

1. [Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

**C. Vendor Eligibility and Invoice Payment:**

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/> .



**D. Vendor Eligibility Forms:**

| <u>Form</u>  | <u>Purpose/Info</u>   | <u>Routing</u>  |
|--|---|---|
| <a href="#">CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</a>            | This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.   | <a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a> |
| <a href="#">Declaration of Nondiscrimination in Contracts and Benefits</a> <i>with supporting documentation</i> (Form CMD-12B-101) | This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with | <a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a> |

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|  |  |   |
|--|--|---|
|  | domestic partners. For more information and assistance, please visit the City Administrator’s <b>Contract Monitoring Division Equal Benefits</b> web page. |   |
| <a href="#">Vendor Profile Application</a> | Includes New Vendor Number Request Form and IRS Form W-9.  | <a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a> |

**E. Supplemental Forms:**

| <b>Form:</b>   | <b>Required If:</b>   |
|--|---|
| Minimum Compensation Ordinance (MCO) Declaration (  pdf)        | You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.  |
| Health Care Accountability Ordinance (HCAO) Declaration (  pdf) | You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors. |
| Insurance Requirements ( <a href="#">pdf</a> )   | The solicitation requires the successful proposer to demonstrate proof of insurance.  |
| Payment (Labor and Material) Bond ( <a href="#">pdf</a> )  | The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.   |
| Performance Bond ( <a href="#">pdf</a> )   | The solicitation requires the awarded vendor to post a Performance bond.  |
| Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )   | You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts   |

For further guidance, refer to the City’s supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .



# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

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



**PAUL MIYAMOTO  
SHERIFF**

**December 28, 2020**

## **BID ADDENDUM No. 01** **Request for Proposal No. SHF2020-04 / Sourcing Event # 0000004830** **Pretrial Services**

**TO: ALL Proposers**

*\*Please note the following change to RFP SHF2020-04*

**The RFP No. SHF2020-04 currently reads on Section I. A (Page 1):**

### **I. Introduction and Schedule**

#### **A. General**

The San Francisco Sheriff's Office has made it a top priority to reduce recidivism and improve the outcomes of the incarcerated population and offering alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include:

1. Pretrial Risk Assessment
2. Probable Cause review
3. Alternatives to Pretrial Incarceration with Levels of Supervision  
matched to risk
4. Pretrial Diversion for person charged with misdemeanors
5. Group Facilitation

The contract shall have an original term of three years and SFSO shall be the sole administrator of services. The original contract term is the period from the award execution date, approximately July 01, 2021, through the last day of the month of a thirty-six consecutive month period. In addition, the City shall have two options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. The maximum period of the contract shall not be more than five (5) years.

The contract total compensation for the original period is expected to not exceed **\$19,011,273 (\$6,337,091/per year)**. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. **All funding is contingent upon availability of funds for every fiscal year covered under this RFP, satisfactory program performance and demonstrated need for proposed services.**

**This Addendum is to advise on RFP No. SHF2020-04 Section I. A (Page 1) have been changed to the following:**

## **I. Introduction and Schedule**

### **A. General**

The San Francisco Sheriff's Office has made it a top priority to reduce recidivism and improve the outcomes of the incarcerated population and offering alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options. SFSO is seeking to contract with a provider experienced in providing such a continuum that upholds the presumption of innocence as outlined in federal law, while reducing incarceration and helping to maintain public safety. Components of this continuum will include:

- 1. Pretrial Risk Assessment**
- 2. Probable Cause review**
- 3. Alternatives to Pretrial Incarceration with Levels of Supervision matched to risk**
- 4. Pretrial Diversion for person charged with misdemeanors**
- 5. Group Facilitation**

The contract shall have an original term of three years and SFSO shall be the sole administrator of services. The original contract term is the period from the award execution date, approximately July 01, 2021, through the last day of the month of a thirty-six consecutive month period. In addition, the City shall have two options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. The maximum period of the contract shall not be more than five (5) years.

The contract total compensation for the original period is expected to not exceed **\$18,764,430 (\$6,254,810/per year)**. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. **All funding is contingent upon availability of funds for every fiscal year covered under this RFP, satisfactory program performance and demonstrated need for proposed services.**



If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above. You must submit this Bid Addendum signed, dated as a PDF and include in bid proposal. Any bid amendments received after the bid due date will not be considered. All other terms and conditions remain the same.

Acknowledgment of receipt:

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

Print Name and Company Name



# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

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



**PAUL MIYAMOTO  
SHERIFF**

**February 9, 2021**

## **BID ADDENDUM No. 02**

**Request for Proposal No. SHF2020-04 / Sourcing Event # 0000004830  
Pretrial Services**

**TO: ALL Proposers**

*\*Please note the following change to RFP SHF2020-04, Section III. Submission Requirements, B. Content, 5. Team Qualifications. (page 12).*

**The RFP No. SHF2020-04 currently reads on Section III, B, 5 (Page 12):**

### **5. Team Qualifications (up to 5 pages)**

Provide a staffing plan for each of the following components:

- Probable Cause review and Pretrial Risk Assessment
- Alternatives to Pretrial Incarceration NAS, MS and ACM
- Pretrial Diversion for persons charged with misdemeanors
- Group Facilitation

Show all positions that will contribute to providing the scope of work, including the position title, a summary of the position duties, the level of experience and education required for the position, whether the position is now filled, and the proposed hourly rate of pay. If the position is filled, provide the years of experience and educational background of the incumbent. Use the format defined below.





# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

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



**PAUL MIYAMOTO  
SHERIFF**

April 01, 2021

## NOTICE OF INTENT TO AWARD A CONTRACT

The City has completed its evaluation of Bid Proposal 0000004830 title: SHF2020-04 Pretrial Services, and intends to award the contract to the bidder listed below:

### **San Francisco Pretrial Diversion Project**

The City is providing this notification to you pursuant to the rules and regulations pertaining to the San Francisco Administrative Code, Section 21.3(i).

Protests on the intended award of this contract must be received by the Purchaser listed below no later than the close of business on Thursday, April 08, 2021.

All protests must be submitted electronically by email to [Lorena.Marquez@sfgov.org](mailto:Lorena.Marquez@sfgov.org), dated, and must cite that law, rule, local ordinances, procedure or bid provision on which the protest is based.

Further information on these procedures is available on the Office of Contract Administration home page at [www.sfgov.org/oca/](http://www.sfgov.org/oca/).

Regards,

*Lorena Marquez*

SFSO – Principal Administrative Analyst

San Francisco Sheriff's Office - Finance  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 456  
San Francisco, CA 94102



# OFFICE OF THE SHERIFF CITY AND COUNTY OF SAN FRANCISCO

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



**PAUL MIYAMOTO  
SHERIFF**

May 03, 2021  
Reference: CFO 2021-002

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Re: Contract with San Francisco Pretrial Diversion Project, Inc. (SF Pretrial) for Pretrial Services

Dear Ms. Calvillo,

Attached please find a proposed resolution for review and approval by the Board of Supervisors.

The resolution authorizes a contract for pretrial services provided by the San Francisco Pretrial Diversion Project, Inc. and the City and County of San Francisco, acting by and through the Sheriff's Office.

The following is a list of accompanying documents:

- Proposed Resolution
- Final Draft of the SF Pretrial Contract
- CMD Non-Discrimination Affidavit
- Certificate of Insurance
- PSC – Civil Service Commission Approval
- RFP SHF 2020-04 – Pretrial Services
- Notice of Intent to Award: RFP SHF 2020-04
- SFEC Form 126(f)2
- Ethics Forms SFEC-126(f)4 – BOS



## San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

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

Received On:

File #: 210484

Bid/RFP #: SHF 2020-04

### Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

#### 1. FILING INFORMATION

|   |   |
|---|---|
| <b>TYPE OF FILING</b>                                       | <b>DATE OF ORIGINAL FILING (for amendment only)</b> |
| Original  |   |
| <b>AMENDMENT DESCRIPTION – Explain reason for amendment</b> |   |
|   |   |

#### 2. CITY ELECTIVE OFFICE OR BOARD

|                        |                                      |
|------------------------|--------------------------------------|
| <b>OFFICE OR BOARD</b> | <b>NAME OF CITY ELECTIVE OFFICER</b> |
| Board of Supervisors   | Members                              |

#### 3. FILER'S CONTACT

|                                  |                                |
|----------------------------------|--------------------------------|
| <b>NAME OF FILER'S CONTACT</b>   | <b>TELEPHONE NUMBER</b>        |
| Angela Calvillo                  | 415-554-5184                   |
| <b>FULL DEPARTMENT NAME</b>      | <b>EMAIL</b>                   |
| office of the clerk of the Board | Board.of.Supervisors@sfgov.org |

#### 4. CONTRACTING DEPARTMENT CONTACT

|                                     |  |
|-------------------------------------|--|
| <b>NAME OF DEPARTMENTAL CONTACT</b> | <b>DEPARTMENT CONTACT TELEPHONE NUMBER</b> |
| Lorena Marquez                      | 415-554-7427                               |
| <b>FULL DEPARTMENT NAME</b>         | <b>DEPARTMENT CONTACT EMAIL</b>            |
| SHF San Francisco Sheriff's Office  | Lorena.Marquez@sfgov.org                   |

| 5. CONTRACTOR   |   |
|---|---|
| <b>NAME OF CONTRACTOR</b><br>San Francisco Pretrial Diversion Project   | <b>TELEPHONE NUMBER</b><br>415-626-4995 |
| <b>STREET ADDRESS (including City, State and Zip Code)</b><br>236 - 8th Street, Suite E San Francisco, CA 94103 | <b>EMAIL</b><br>davidm@sfpretrial.org   |

| 6. CONTRACT   |   |  |
|---|---|--|
| <b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>   | <b>ORIGINAL BID/RFP NUMBER</b><br>SHF 2020-04 | <b>FILE NUMBER (If applicable)</b><br>210484 |
| <b>DESCRIPTION OF AMOUNT OF CONTRACT</b><br>\$18,764,430  |   |  |
| <b>NATURE OF THE CONTRACT (Please describe)</b><br>The San Francisco Sheriff's Office has made it a top priority to reduce recidivism and improve the outcomes of the incarcerated population and offering alternatives to incarceration while maintaining public safety. A key component of this effort is to provide effective pretrial programming with a continuum of pretrial supervision options. Components include Pretrial Risk Assessment, Probable Cause, Alternatives to Pretrial Incarceration, Pretrial Diversion and Group Facilitation. |   |  |

| 7. COMMENTS |
|-------------|
|             |

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

**9. AFFILIATES AND SUBCONTRACTORS**

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

| #  | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE               |
|----|--------------------------------|------------|--------------------|
| 1  | Mauroff                        | David      | CEO                |
| 2  | Pickett                        | Kerith     | CFO                |
| 3  | Amarathithada                  | David      | Board of Directors |
| 4  | wolkin                         | Betsy      | Board of Directors |
| 5  | Monico Klein                   | Kate       | Board of Directors |
| 6  | Loyce                          | Jimmy      | Board of Directors |
| 7  | Green                          | Geri       | Board of Directors |
| 8  | Pactel                         | Doc        | Board of Directors |
| 9  | Serrano-Quan                   | Carlos     | Board of Directors |
| 10 | Varsity Technologies           |            | Subcontractor      |
| 11 | Strategic & Financial Plng     |            | Subcontractor      |
| 12 | Research Development Assc.     |            | Subcontractor      |
| 13 | Database Development           |            | Subcontractor      |
| 14 |                                |            |                    |
| 15 |                                |            |                    |
| 16 |                                |            |                    |
| 17 |                                |            |                    |
| 18 |                                |            |                    |
| 19 |                                |            |                    |



**9. AFFILIATES AND SUBCONTRACTORS**

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

| #  | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|--------------------------------|------------|------|
| 20 |                                |            |      |
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**9. AFFILIATES AND SUBCONTRACTORS**

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

| #  | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|--------------------------------|------------|------|
| 39 |                                |            |      |
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| 50 |                                |            |      |

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

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

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

|   |                           |
|---|---------------------------|
| <p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p><br><br><p>BOS Clerk of the Board</p> | <p><b>DATE SIGNED</b></p> |
|---|---------------------------|

Please contact Crispin Hollings (415) 554-4316 or Lorena Marquez (415) 554-7427 if you require more information. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Crispin Hollings', written over a horizontal line.

Crispin Hollings  
Chief Financial Officer

