



Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director

Date: December 17, 2012  
 To: The Honorable Civil Service Commission  
 Through: Micki Callahan  
 Human Resources Director *[Signature]*  
 From: Karen Hendeson, MYR  
 Parveen Boparai, MTA  
 Sheila Layton, JUV

**Subject: Personal Services Contracts Approval Request**

This report contains four (3) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on July 1, 1996.

The services proposed by these contracts have been reviewed by Department of Human Resources (DHR) staff to evaluate whether the requesting departments have complied with City policy and procedures regarding PSCs. The proposed PSCs have been posted on the DHR website for seven (7) calendar days. CSC procedures for processing PSCs require that any appeal of these contracts be filed in the office of the CSC, Executive Officer during the posting period.

No timely appeals have been filed regarding the PSCs contained in this report. These proposed PSCs are being submitted to the CSC for ratification/approval.

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources to date:

Total of this Report	YTD Expedited Approvals FY 2012-2013	Total for FY 2012-2013
\$2,550,000	\$1,061,973	\$348,377,516

**POSTING FOR**

12/17/2012

**PROPOSED PERSONAL SERVICES CONTRACTS - Regular**

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4052-12/13	25	Mayor	Regular	\$300,000	Consultant will audit borrowers SSLP repayments files; transfer historical data and other tasks regarding loans; generate loan payment materials; process all SSLP loan repayments status; process loan pay-offs; monitor property tax delinquencies and insurance cancellations; send year end statements to SSLP borrowers and prepare audit reports as requested.	7/1/2012 - 6/30/2018
4053-12/13	68	Municipal Transportation Agency	Regular	\$2,000,000	Provide a full service, work-site based, Employee Assistance Program (EAP) to provide clinical supervision of the staff of three full-time paid Peer Assistants, and up to 8 volunteer Peer Assistants of the Peer Assistance Program (PAP). The contractor will also manage San Francisco Municipal Transportation Agency's (SFMTA) Trauma Response Program for SFMTA employees involved in on-the-job critical incidents, such as an accident in a Muni vehicle that results in serious injuries or fatalities; crisis support and counseling for assaults and threats. In addition, the program will also provide As-Needed Conflict Resolution in a team. The program is designed to assist in the identification and resolution of productivity, problems associated with employees impaired by personal concerns, including but limited to health, family, financial, alcohol, drug, legal, emotional, stress or other personal concerns which adversely affect job performance.	2/1/2013 - 1/31/2017
4054-12/13	12	Juvenile Court	Regular	\$250,000	A consultant will provide specifications and drawings of Juvenile Hall in order for the Juvenile Probation Department (JPD) to bid out a construction project for camera installation.	11/10/2012 - 5/12/2013

**Total Amount - Regular: \$2,550,000**

Karen Hendeson  
Mayor's Office of Housing  
1 South Van Ness Ave., 5<sup>th</sup> Flr  
San Francisco, CA 94103

Parveen Boparai  
Municipal Transportation Agency  
1 South Van Ness Ave., 7<sup>th</sup> Flr.  
San Francisco, CA 94103

Sheila Layton  
Juvenile Probation Department  
375 Woodside Ave.  
San Francisco, CA 94127

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PSC Submissions

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PERSONAL SERVICES CONTRACT SUMMARY

DATE: 09/12/2012

DEPARTMENT NAME: Mayor's Office of Housing

DEPARTMENT NUMBER: 25

TYPE OF APPROVAL: [ ] EXPEDITED [X] REGULAR (OMIT POSTING (X)) [ ] CONTINUING [ ] ANNUAL

TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION (PSC # \_\_\_\_\_)

TYPE OF SERVICE: Loan Servicing

FUNDING SOURCE: Community Development Block Grant, Seismic Safety Loan Program (SSLP)

PSC AMOUNT: \$300,000.00 (\$50,000 per year) PSC DURATION: 07/01/2012 - 06/30/2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Consultant will audit borrowers SSLP repayments files; transfer historical data and other tasks regarding loans; generate loan payment materials; process all SSLP loan repayments; deposit SSLP loan repayments into a City bank; send appropriate notices to SSLP borrowers regarding loan repayments status; process loan pay-offs; monitor property tax delinquencies and insurance cancellations; send year end statements to SSLP borrowers and prepare audit reports as requested.

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

Administrative Code Section 66A.3 not only mandates that these services be performed as part of the Seismic Safety Loan Program, but also mandates that the services be performed in accordance with Section 66A.17 and as delineated above.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service was provided in the past by a consultant as mandated by the Administrative Code. However, there is no record of a contract, as the previous consultant had performed this service through the direct payment method. (Prior approval 4081-06/07).

D. Will the contract(s) be renewed? Not yet determined.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedure):

[X] Local 21 Union Name Signature of person mailing/faxing form Date 09/20/2012
[X] Local 1021 Union Name Signature of person mailing/faxing form Date 09/20/2012

RFP sent to N/A, on Union Name Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4052-12/13 STAFF ANALYSIS/RECOMMENDATION: Approved MW 11/30/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The consultant should possess skills and experience in managing repayments for a loan portfolio and in preparing audit materials.

B. Which, if any, civil service class normally performs this work?

There is no known Civil Service classification that is capable of performing this service.

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The experience needed to perform this service does not exist, and because the work to be performed is minimal, it does not seem feasible to create a classification to perform this function. But most, importantly, the Administrative Code mandates the services to be performed by a consultant.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, because there is not enough work to warrant the creation of a new classification.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes  No

B. Will the contractor train City and County employees?

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate numbers to be trained.

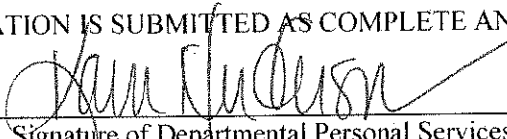
C. Are there legal mandates requiring the use of contractual services?

D. Are there federal or state grant requirements regarding the use of contractual services?

E. Has a board or commission determined that contracting is the most effective way to provide this service?

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

  
\_\_\_\_\_  
Signature of Departmental Personal Services Contract Coordinator

Karen Hendeson  
\_\_\_\_\_  
Print or Type Name

415-701-5557  
\_\_\_\_\_  
Telephone Number

1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94102  
\_\_\_\_\_  
Address

**Union Notification(s)**

## Dang, Leorah

---

**From:** Karen.Henderson@SFGOV.ORG  
**Sent:** Thursday, November 29, 2012 1:16 PM  
**To:** L21PSCreview@ifpte21.org; pattie.tamura@seiu1021.org; roxanne.sanchez@seiu1021.org  
**Cc:** DHR-PSCCoordinator, DHR; Dang, Leorah; Lewis, Brent; Whitley, Gigi  
**Subject:** Loan Servicing  
**Attachments:** MOCD-Color\_5969.pdf; MOCD-Color\_5970.pdf

Hello Local 21/Local 1021:

I would like to confirm the Mayor's Office of Housing attached Personal Service Contract Summary request for Loan Servicing/\$300,000 for a duration of six (6) years faxed to your offices on 09/20/2012. As a follow-up on 11/14/2012, I spoke to Wendy Frigillana/Local 1021 and I spoke to Gaing Leung/Local 21 on 11/15/2012 regarding the status of my original request faxed on 09/20/2012. The Department of Human Resource will submit a request on our behalf to the Civil Service Commission to calendar approval of our PSC for the next Civil Service Commission meeting on 12/17/2012. If you should have any questions regarding our Personal Service Contract Summary, please feel free to contact me directly at 701-5557, no later than 11/30/2012 - 11am.

Thank you.

Karen Henderson, Administrative Manager  
Mayor's Office of Housing  
94103 South Van Ness Avenue - 5th Floor 1  
Ph: (415)701-5557 - Fax: (415) 701-5502  
[Karen.Henderson@sfgov.org](mailto:Karen.Henderson@sfgov.org)



hp LaserJet 3380

MAYOR'S OFFICE OF HOUSING  
4157015501  
Sep-20-2012 4:08PM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
369	9/20/2012	4:03:33PM	Send	8642166	5:17	17	OK

Mayor's Office Of Housing  
City & County Of San Francisco

lrf3



EDWIN M. LEE  
MAYOR  
OLSON LEE  
DIRECTOR

FACSIMILE TRANSMITTAL SHEET

TO: local 21	FROM: Mayor's Office of Housing
COMPANY:	DATE: 9/20/12
FAX NUMBER: 864 2166	TIME: 4:08pm
PHONE NUMBER:	PHONE NUMBER: 864 2166
RE:	TOTAL NO. OF PAGES INCLUDING COVER:

URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

NOTES/COMMENTS:

Mayor's Office of Housing - Personal Service Contract.

Contact Information:

Karen Henderson  
415-701-5557

1 South Van Ness Avenue Fifth Floor, San Francisco, CA 94103  
Phone: (415) 701-5500 Fax: (415) 701-5501 TDD: (415) 701-5503 • www.sfgov.org/moeh

hp LaserJet 3380

MAYOR'S OFFICE OF HOUSING  
4157015501  
Sep-20-2012 4:15PM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
370	9/20/2012	4:09:20PM	Send	8642166	6:03	19	OK

Mayor's Office Of Housing  
City & County Of San Francisco

lofs



EDWIN M. LEE  
MAYOR

OLSON LEE  
DIRECTOR

FACSIMILE TRANSMITTAL SHEET

TO: local 21	FROM: Mayor's Office of Housing
COMPANY:	DATE: 9/20/12
FAX NUMBER: 864-2166	TIME: 2:40pm
PHONE NUMBER:	PHONE NUMBER: 864-2166
RE:	TOTAL NO. OF PAGES INCLUDING COVER:

URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

NOTES/COMMENTS:

Mayor's Office of Housing - Personal Service Contract.

Contact Information:

Karen Henderson  
415-701-5557

1 South Van Ness Avenue Fifth Floor, San Francisco, CA 94103  
Phone: (415) 701-5500 Fax: (415) 701-5501 TDD: (415) 701-5503 • www.sfgov.org/moci

hp LaserJet 3380

MAYOR'S OFFICE OF HOUSING  
4157015501  
Sep-20-2012 4:22PM



**Fax Call Report**

Job	Date	Time	Type	Identification	Duration	Pages	Result
371	9/20/2012	4:15:52PM	Send	8642166	6:15	23	OK

hp LaserJet 3380

MAYOR'S OFFICE OF HOUSING  
4157015501  
Sep-20-2012 4:33PM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
373	9/20/2012	4:28:53PM	Send	15108930934	4:22	16	OK

Mayor's Office Of Housing  
City & County Of San Francisco

1 of 3



EDWIN M. LEE  
MAYOR  
OLSON LEE  
DIRECTOR

FACSIMILE TRANSMITTAL SHEET

TO: local 1021	FROM: Mayor's Office of Housing
COMPANY:	DATE: 9/20/12
FAX NUMBER: 415-895-1924	TIME: 4:30 pm
PHONE NUMBER:	PHONE NUMBER: 415-701-5554
RE:	TOTAL NO. OF PAGES INCLUDING COVER:

URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

NOTES/COMMENTS:

Mayor's office of Housing - Personal Service Contract

Contact Information: *[Signature]*  
415-701-5554

1 South Van Ness Avenue Fifth Floor, San Francisco, CA 94103  
Phone: (415) 701-5500 Fax: (415) 701-5501 TDD: (415) 701-5503 \* www.sfgov.org/mocf

hp LaserJet 3380

MAYOR'S OFFICE OF HOUSING  
4157015501  
Sep-20-2012 4:39PM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
374	9/20/2012	4:33:43PM	Send	15108930934	5:21	23	OK

Mayor's Office Of Housing  
City & County Of San Francisco

10/3



EDWIN M. LEE  
MAYOR  
OLSON LEE  
DIRECTOR

FACSIMILE TRANSMITTAL SHEET

TO: local 1021	FROM: Mayor's Office of Housing
COMPANY:	DATE: 9/20/12
FAX NUMBER: 510-840-0924	TIME: 4:33pm
PHONE NUMBER:	PHONE NUMBER: 415-701-5501
RE:	TOTAL NO. OF PAGES INCLUDING COVER:

URGENT    FOR REVIEW    PLEASE COMMENT    PLEASE REPLY    PLEASE RECYCLE

NOTES/COMMENTS:

Mayor's office of Housing - Removal Service Contract

Contact Information: *Kevin Henderson*  
415-701-5554

hp LaserJet 3380

MAYOR'S OFFICE OF HOUSING  
4157015501  
Sep-20-2012 4:28PM



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
372	9/20/2012	4:22:34PM	Send	15108930934	5:52	20	OK

Mayor's Office Of Housing  
City & County Of San Francisco

lot 3



EDWIN M. LEE  
MAYOR  
OLSON LEE  
DIRECTOR

FACSIMILE TRANSMITTAL SHEET

TO: local 1021	FROM: Mayor's Office of Housing
COMPANY:	DATE: 9/20/12
FAX NUMBER: 510-890-0924	TIME: 5:40pm
PHONE NUMBER:	PHONE NUMBER: 415-701-5501
RE:	TOTAL NO. OF PAGES INCLUDING COVER:

URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

NOTES/COMMENTS:

Mayor's office of Housing - Removal Service Contract

Contact Information:

Karen Henderson  
415-701-5554

**Prior Notice of Civil Service Commission Action**

**PSC #4081-06/07**



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

RECEIVED

GAVIN NEWSOM  
MAYOR

APR 22 2010  
Mayor's Office of Housing  
City & County of San Francisco

MORGAN R. GORRONO  
PRESIDENT

April 21, 2010

E. DENNIS NORMANDY  
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

DONALD A. CASPER  
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4125-09/10  
AND 4081-06/07.

MARY Y. JUNG  
COMMISSIONER

At its meeting of April 5, 2010 the Civil Service Commission had for its consideration the above matter.

ANITA SANCHEZ  
EXECUTIVE OFFICER

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.*

It was the decision of the Commission to: Approve request for proposed personal services contracts. Notify the offices 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 1094.6.

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

Attachment

- c: Micki Callahan, Human Resources Director
- Oliver Hack, Mayor's Office of Housing
- Naomi Kelly, Office of Contract Administration
- Mary Ng, Department of Human Resources
- Ben Rosenfield, Controller
- Shawn Wallace, San Francisco Police Department
- Commission File
- Chron



**Omit Posting Report**

4/19/2010

**PROPOSED PERSONAL SERVICES CONTRACTS**

<i>DeptNo</i>	<i>PSC No</i>	<i>DeptDescription</i>	<i>Approval Type</i>	<i>Change</i>	<i>Contract Amount</i>	<i>Description of Work</i>	<i>Duration</i>
38	4125-09/10	Police	Regular	N/A	\$2,000,000	Installation of an Automated Biometric Identification System that is being purchased to replace the current Automated Fingerprint Identification System that was installed twenty-four years ago that is now reaching end of life. This is a one time installation of crime scene investigative work stations, livescan machines and proprietary fingerprint and facial matching systems.	4/30/2015
25	4081-06/07	Mayor	Modification	\$50,000	\$95,000	Will provide loan servicing for the SF Seismic Loan Program which includes, but not limited to auditing SSLP repayment files; generating loan payment materials; processing all SSLP loan repayments; and depositing SSLP loan repayments into a City bank. Consultant will provide the Mayor's Office of Housing with audited financial reports accounting for all funds placed in escrow.	6/30/2012

0610

Report Date: April 08, 2010

**Agreement between the City and County of San Francisco and  
AmeriNational Community Services, Inc.**

**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  
AmeriNational Community Services, Inc.**

This Agreement is made this 1st day of January 1, 2009, in the City and County of San Francisco, State of California, by and between: AmeriNational Community Services, Inc., 8121 E. Florence Ave., Downey, CA 90240, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Mayor's Office of Housing and the Mayor's Office of Community Investment ("Department") wish to engage AmeriNational Community Services, Inc. to service its Seismic Safety Loan portfolio and Small Business Loan portfolio; and,

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 4081-06/07 on October 15, 2007;

Now, THEREFORE, the parties agree as follows:

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.

P-500 (11-07)

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

**2. Term of the Agreement**

Subject to Section 1, the term of this Agreement shall be from January 1, 2009 to June 30, 2012.

**3. Effective Date of Agreement**

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

**4. Services Contractor Agrees to Perform**

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

**5. Compensation**

Compensation shall be made in monthly payments on or before the 10th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Mayor's Office of Housing, in his or her sole discretion, concludes has been performed as of the 30<sup>th</sup> day of the immediately preceding month. In no event shall the amount of this Agreement exceed \$45,000 (forty-five thousand dollars). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director of the Mayor's Office of Housing as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

In no event shall City be liable for interest or late charges for any late payments.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Mayor's Office of Housing or the Mayor's Office of Community Investment as applicable, as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

**6. Guaranteed Maximum Costs**

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

P-500 (11-07)

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

#### **7. Payment; Invoice Format**

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

#### **8. Submitting False Claims; Monetary Penalties**

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

#### **9. Disallowance**

If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government (as applicable), within one-year of claiming or receiving such payment, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.

By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

P-500 (11-07)

## 10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands 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:

(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;

(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.

(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.

(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.

## 11. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship 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.

## 12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

P-500 (11-07)

**13. Responsibility for Equipment**

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

**14. Independent Contractor; Payment of Taxes and Other Expenses**

**a. Independent Contractor**

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 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.

**b. Payment of 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 the preceding two paragraphs shall be solely for 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, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses

under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

## 15. Insurance

a. 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:

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

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

(3) 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.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Mayor's Office of Housing and Mayor's Office of Community Investment  
One South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94103

d. 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 contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. 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.



f. 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.

g. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

## **16. Indemnification**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising 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 in effect on or validly retroactive to the date of this Agreement, 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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

### **a. General Indemnity**

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this

Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

**b. Limitations**

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

**c. Copyright Infringement**

Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in then performance of Contractor's services under this Agreement.

**17. 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

**18. Liability of City**

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 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.

**19. Intentionally Omitted**

## 20. Default; Remedies

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

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

b. 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, 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 all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

## 21. Termination for Convenience

a. Subject to ninety (90) days notice, both City and Contractor shall have the option, at their own discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Either party shall exercise this option by giving the other party written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, 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 shall include, without limitation:

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

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

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of 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.

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

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

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

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

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

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) 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.

(4) 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.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by either party, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not

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limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

## **22. Rights and Duties upon Termination or Expiration**

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and 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. This subsection shall survive termination of this Agreement.

## **23. Conflict of Interest**

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of 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, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

## **24. Proprietary or Confidential Information of City**

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of 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 data.

## 25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Wayne Lawrence, Program Administrator, Seismic Safety Loan Program,  
Mayor's Office of Housing, 1 S. Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA  
94103 [wayne.lawrence@sfgov.org](mailto:wayne.lawrence@sfgov.org), fax: 415.701.5501 and,

Christina Garcia, Program Director, Capital and Economic Development,  
Mayor's Office of Community Investment, 1 S. Van Ness Avenue, 5<sup>th</sup> Floor, San  
Francisco, CA 94103 [christina.garcia@sfgov.org](mailto:christina.garcia@sfgov.org), fax: 415.701.5501

To Contractor: Adrienne Thorson, CEO, AmeriNational Community Services, Inc., 217 South  
Newton Ave., Albert Lea, MN 56007, [athorson@amerinational.net](mailto:athorson@amerinational.net), fax:  
507.377.0838

Any notice of default must be sent by registered mail.

## 26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

## 27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, 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 are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

## 28. 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 work under this Agreement. 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 conferred upon City by this Section.

**29. Subcontracting**

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**30. Assignment**

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

**31. 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.

**32. Earned Income Credit (EIC) Forms**

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion; the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

**33. Local Business Enterprise Utilization; Liquidated Damages**

**a. The LBE Ordinance**

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

**b. Compliance and Enforcement**

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

**34. Nondiscrimination; Penalties**

**a. Contractor Shall Not Discriminate**

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



association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**b. Subcontracts**

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

**c. Nondiscrimination in Benefits**

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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**d. Condition to Contract**

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

**e. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**35. MacBride Principles—Northern Ireland**

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

**36. Tropical Hardwood and Virgin Redwood Ban**

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**37. Drug-Free Workplace Policy**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

**38. Resource Conservation**

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

**39. Compliance with Americans with Disabilities Act**

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**40. Sunshine Ordinance**

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between 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 or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

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

If the 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 shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this

Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

#### **42. Limitations on Contributions**

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

#### **43. Requiring Minimum Compensation for Covered Employees**

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

#### **44. Requiring Health Benefits for Covered Employees**

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. 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.

- b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
- h. Contractor shall keep itself informed of the current requirements of the HCAO.
- i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

**45. Intentionally Omitted**

**46. Prohibition on Political Activity with City Funds**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**47. Preservative-treated Wood Containing Arsenic**

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

**48. Modification of Agreement**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**49. Administrative Remedy for Agreement Interpretation**

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

**50. 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.

**51. Construction**

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

**52. Entire Agreement**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

**53. Compliance with Laws**

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances 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.

**54. Services Provided by Attorneys**

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. 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.

**55. Intentionally Omitted**

**56. Severability**

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

**57. Protection of Private Information**

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

## 58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

## 59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.



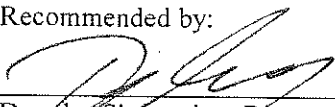
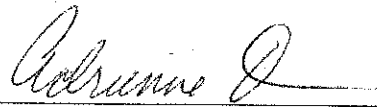
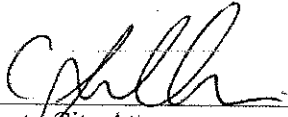
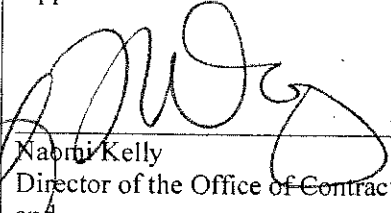
**60. Slavery Era Disclosure**

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

b. In the event the Director finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this Contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor's net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

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

CITY	CONTRACTOR
Recommended by: 	AmeriNational Community Services, Inc.
Douglas Shoemaker, Director Mayor's Office of Housing	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
Approved as to Form:	I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
Dennis J. Herrera City Attorney	
By:  Deputy City Attorney	Adrienne Thorson CEO 217 South Newton Ave. Albert Lea, MN 56007
Approved:  Naomi Kelly Director of the Office of Contract Administration, and Purchaser	City vendor number: 75308

**Appendices**

- A: Services to be provided by Contractor
- B: Calculation of Charges

**Appendix A**  
**Services to be provided by AmeriNational Community Services, Inc.**

**1. Description of Services**

Contractor agrees to perform the following services:

- I. Loan Collection Services and Portfolio Management.
  - A. Amortized (monthly payment) Collections and Other Portfolio Management. The following services shall be provided by Contractor with respect to each loan activated by Department for servicing under this Agreement:
    - a. Department shall provide necessary loan information (loan terms, due dates, borrowers' name and address, etc.) to Contractor to activate account.
    - b. As part of the transfer of information, all pertinent seismic safety loan program documentation will need to be provided to the Contractor.
    - c. The Contractor shall notify each borrower in writing that all loan repayments shall be made to the Contractor.
    - d. At the request of Department, the Contractor shall establish an impound account for each borrower for payment of property taxes and /or insurance premiums pending on the property securing the loan.
    - e. Where collection of regular monthly payments is required, the Contractor shall provide borrower with monthly notices of the total amount due and payable. (Coupon booklet).
    - f. Collection proceeds are forwarded to Department monthly along with a reconciliation report of accounts collected and a Portfolio Status Report in a form acceptable to Department.
    - g. Contractor shall notify the borrower in writing of delinquent payments at intervals of thirty (30), sixty (60) and ninety (90) days past the payment due date. Upon issuance of such ninety (90) day notice no further action shall be required of the Contractor with respect to the delinquent account unless otherwise instructed in writing by Department. The Contractor shall provide Department with a Delinquent Aging Report once monthly in a form acceptable to Department.
    - h. Contractor shall assess and retain any borrower's late charges in keeping with the provisions of the borrower's promissory note.
    - i. Contractor shall process and record a Substitution of Trustee and Full Reconveyance at borrower's expense, upon loan satisfaction or when property is sold.
    - j. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible. Monthly Reconciliation Report (per HUD guidelines), and any other ad hoc report as requested by authorized MOCI representatives. Contractor will provide reports in computer disk format, or by email transmittal. This electronic format will be compatible with Mayor's Office of Community Investment and Mayor's Office of Housing software.

B. Deferred Loan Portfolio Management. Upon written request by Department, Contractor shall perform the following services with respect to any deferred loans:

- a. Department shall provide all necessary loan information (loan terms, borrower's name, etc.) plus a copy of the Promissory Note and Deed of Trust.
- b. Contractor shall send each borrower a letter of explanation, welcoming the borrower to make occasional payments if h/she chooses.
- c. Upon Department's request, Contractor shall monitor the timely payment of property taxes and insurance premiums. Tax service shall be ordered to monitor property tax for the life of the loan. Contractor shall notify the insurance agent in writing that premium payments are being monitored by Contractor and that Contractor is to be made aware of delinquencies or cancellations.
- d. If Department chooses, Contractor shall establish an impound account for any borrower for payment of taxes and insurance. If an impound account is established, Contractor shall issue an annual coupon book, shall collect the monthly impounds from the borrower, and shall make the tax and insurance payments on the borrower's behalf.

## II. Additional Services.

- A. Additional Services. Contractor shall perform the following additional services:
- a. Upon Department's request, Contractor shall provide loan payoff quotations and shall perform reconveyances for any loan at Department's request. No Fee.
  - b. Upon Department's written request, Contractor shall provide for an annual tickler notification to any borrower. Department shall pay a fee of \$12.50 per loan for this service.
  - c. Per IRS regulations, Contractor shall submit each year on behalf of Department, required 1098 tax information returns for any borrower paying interest on a Department loan. Such informational returns shall be issued on conforming magnetic tape as required by IRS. There is no fee for this service.
  - d. Contractor shall supply a year-end account summary statement to each borrower if there has been activity on their account. The report shall indicate principal and interest paid, the amount of payments made on the borrower's behalf for taxes and insurance, and any remaining impound balance. There is no fee for this service.
  - e. Contractor will ensure that commercial loan Secretary of State Uniform Commercial Code filings are maintained and updated, as required.
  - f. Contractor will provide for an annual tickler notification to any borrower, at the City's request.
- B. Loan Forbearance Services: Contractor shall provide the following loan forbearance services upon Department's written request:
- a. Contractor shall develop, in cooperation with the borrower and Department, a written forbearance plan.
  - b. Proposals for formal modification to promissory note terms and forbearance plans shall be forwarded to Department of pre-approval. Once approved by Department and executed by both the borrower and Department, Contractor shall implement the new payment schedule.

- c. Should a borrower default from the executed forbearance plan, Contractor shall recommend in writing that foreclosure proceedings be instituted.

C. Loan Foreclosure Services. Contractor shall provide the following loan foreclosure services upon Department's written request:

The mortgage transaction and all collections efforts are predicated on the assumption that the borrower is motivated and able to meet the mortgage obligation. A decision to foreclose is based on an analysis of an individual loan. We will look at the borrower with particular emphasis on basic motivation, ability to pay; and attitude or level of cooperation. If a borrower has been uncooperative, non-responsive, or unwilling to cure the existing default by all reasonable means, Contractor will recommend foreclosure.

This step is taken between 90 and 120 days. Upon City approval, Contractor will send the borrower a notice of intent to foreclose/demand letter, with a copy to the City. If no response is received within 30 days, Contractor advise the City of the non-response. Upon City direction, Contractor will proceed to foreclosure. Contractor will properly document all steps taken to effect a cure.

If the loan is not reinstated or paid off, Contractor will continue foreclosure up to and including the sale of the property. Upon sale of the property, Contractor will return all proceeds of the sale to the City less foreclosure fees and any previously un-reimbursed costs incurred.

At any time during a foreclosure proceeding, upon receiving written notice from the City Contractor will comply with a request from the City to suspend or terminate the foreclosure.

In the event the borrower reinstates the loan, Contractor will remit to the City all payments received from the borrower. For those loans that are reinstated by the borrower, Contractor will resume normal servicing functions.

Any costs passed through from outside vendors associated with foreclosure services may not contain a profit for, or a markup from, AmeriNational. Passed through costs must be agreed to in advance by MOC/MOH and may not exceed the maximum amount stated in such agreement.

D. Affidavits of Owner. Contractor shall provide the following services upon Department's written request:

- a. Contractor shall forward an instructional letter and Affidavit of Owner to each borrower. The Affidavit requires the owner to attest to continued compliance with provisions of the promissory note and rehabilitation/loan agreement.
- b. If no response is received within two weeks, Contractor shall forward a second letter, again requesting the owner to sign and return the Affidavit.
- c. Contractor shall compile responses and forward original Affidavit to Department.

E. Property Conditions Profiles. Contractor shall provide the following services upon Department's written request:

- a. Contractor or its agent shall perform a site visit to each property to determine the outer condition of the dwelling and the condition of any detached structures and the grounds. Photos shall be taken to document the condition of the property.
- b. Contractor shall not, at any time, enter upon owner's private property.

- c. Property profiles shall rate (good, fair, poor) the condition of each of the following: roof, windows, doors, siding, foundation, porches, garage, other detached buildings yard, walkways, driveway, landscaping, trees, fences, and visible refuse containers. If the dwelling appears vacant or abandoned, the report shall so note.
  - d. Contractor shall forward complete Property Conditions Profile and accompanying photos to Department.
- F. **Default Follow-Up Services.** Contractor shall provide the following services upon Department's written request:
- a. Contractor shall forward delinquency letters to new borrowers at five (5) and fifteen (15) days past the first payment due date.
  - b. Contractor shall forward delinquency and default letters to borrowers at fifteen (15), thirty (30) and sixty (60) days past the payment due date.
  - c. Contractor shall attempt due diligence phone calls to defaulted borrowers beginning at thirty-one (31) days past the payment due date.
  - d. Contractor shall document a borrower's commitment to immediately repay past due amounts with a confirmation letter.
  - e. Should a borrower be unable to make immediate repayment of a past due amount, Contractor shall recommend institution of a Forbearance Plan (see above).
  - f. If all attempts to cure a default fail, Contractor shall recommend in writing to Department that foreclosure proceedings be instituted.

Any costs passed through from outside vendors associated with default services may not contain a profit for, or a markup from, AmeriNational. Passed through costs must be agreed to in advance by MOCI/MOH and may not exceed the maximum amount stated in such agreement.

**G. Subordination Processing**

- 1. Subordination Request Package: The City, upon receiving a request for subordination, may refer the borrower to Contractor. Upon a request from the City, Contractor will send a Subordination Request Package to the borrower or designee (lender or title). The City may require the borrower to pay the cost of the subordination processing at application or the City may pay the cost upon billing from Contractor.
- 2. Review Process: The purpose of the subordination review process is to determine that the new senior loan on the borrower's property will be made in conformance with the City's subordination policy and that the City's title position and security for its note is properly treated. Also, a review of income of the borrower may be performed if there are ongoing restrictions on income levels for the program participant. Documentation typically required for the review may include the following:
  - a. Letter from borrower with reasons for requesting subordination
  - b. FNMA 1003 application, or other applicable application, for new senior loan
  - c. Lender's approval of new senior loan
  - d. Title report
  - e. Appraisal
  - f. Closing instructions and estimated closing statement

- g. Credit report (if required)
  - h. Tax return or other income documentation (if required)
  - i. Completed Subordination Agreement ready for signature
  - j. Request for Notice document on new senior loan(s)
2. Document Preparation: Contractor prepares (or reviews docs prepared by new senior lender):
    - a. Subordination Agreement
    - b. Request for Notice document on new senior loan(s)
    - c. Closing instructions
  3. Recommendation: At the completion of the review, a report is forwarded to the City with a recommendation to either approve the request and to execute the Agreement, or to deny the request. The report will contain a recapitulation of pertinent information such as lowered monthly payment amounts, old and new LTV's, new and old senior debt loan amounts, etc.
  4. Approval: Upon the City's approval of a request for subordination, the City will forward to borrower's lender or Title Company:
    - a. Completed and executed Subordination Agreement between the City and borrower
    - b. Closing instructions dictating terms / use of Subordination Agreement document
    - c. Request for Notice document for new senior loan

## 2. Reports

Contractor's reports are designed to meet the City's objectives and funding source requirements. The City, at its sole discretion, may submit or make available to third parties any reports received from Contractor. Data reporting is flexible and can be reported in several ways, including program type, funding source and funding year. Hard-copy reports are available as indicated in addition to the electronic reporting available to the City online through our Internet LoanLink service. Through LoanLink, the City has unlimited access to account and portfolio data, and can view the information as well as generate reports that can be downloaded into Excel.

1. Portfolio Status Report: The report provides a complete accounting per loan of the total portfolio. The report identifies annual payments made, remaining balances, borrower's name and account number, original loan balance, interest rate, and loan term. For those deferred loans accruing interest, the report shows ongoing interest accrued and the resulting increase in loan balance. *Frequency: Available on-line, one hard-copy report forwarded monthly to the City.*
2. Current Month Reconciliation Report: This report serves as reconciliation for the loan payments remitted by borrowers. *Frequency: Available on-line, one hard-copy report, along with remittance check, forwarded to the City within ten working days of the close of the month.*
3. Delinquent Aging Report: This report reflects delinquent accounts at the 30, 60, 90, and over 90 day levels. Borrower accounts moved into the forbearance or foreclosure process are designated. *Frequency: Available on-line, one hard-copy report forwarded monthly to the City.*
4. Loan Amortization Schedule: The Loan Amortization Schedule shows the breakout of principal and interest paid for each payment during the term of the loan. This schedule is useful in determining how much principal is still owed and how much interest has been paid, at any period of time. This report can also be used in determining any balloon amounts due per the terms of the



note.

*Frequency: Available to the City upon request.*

5. Escrow Analysis Report: For loans requiring monthly escrow/impound payments for taxes and/or insurance, Contractor conducts an escrow analysis to determine the proper monthly payment a given borrower needs to make in order to cover future tax and insurance payments. This report is especially useful when escrow requirements change significantly, e.g., a marked increase in property tax due to a reassessment or supplemental tax.

*Frequency: Available to the City upon request.*

6. Account Status Information Report: Provides borrower profile, loan term and current balance and status information for individual borrower accounts within a client's portfolio. This report includes a vast amount of information on any particular account within the City's portfolio.

*Frequency: Available on-line.*

7. Current Year Payment History: Details transactions on individual accounts for the current year's activity.

*Frequency: Available on-line.*

8. Payment History with Memos: Contractor uses a series of memo codes to help classify various borrower requests or processing activity. Activities subject to memo code classification include, for example, requests for duplicate coupon books, payoff requests, and other miscellaneous borrower questions. This report summarizes the loan history with identification of these types of activities along with associated comments by Contractor personnel.

*Frequency: Available on-line.*

9. Memo Listing Report: This report lists the various coded activities and their dates. It is particularly useful when researching activity on any particular borrower account.

*Frequency: Available on-line.*

### **3. Department Liaison**

In performing the services provided for in this Agreement, Contractor's liaison with the Mayor's Office of Housing will be Wayne Lawrence; contractor's liaison with the Mayor's Office of Community Investment will be Christina Garcia.

**Appendix B  
Calculation of Charges**

**Loan Servicing Fees**

**Amortized Loans:**

- New Loan Set-up Fee: \$30.00 per loan
- Monthly Service Fee: \$10.50 per loan per month

The escrow and/or monitoring of taxes and insurance are included with the service at no additional cost (except for a one-time tax service vendor fee). Tax service fees are outside costs passed through from outside vendors and are subject to market place increases. Such costs shall be reasonable and competitive with other similar services provided in the general vicinity of the project.

**Deferred Loans:**

- Set up Fee: \$30.00
- Warehouse Fee: \$2.15 per loan per month
- Warehouse and Monitor of taxes and/or insurance: \$2.70 per loan per month plus a one-time tax service vendor fee.
- Impounding of taxes and/or insurance \$10.50 per loan per month plus a one-time tax service vendor fee.

Flat fee for receiving occasional payments on deferred loans: \$10.50 per payment.  
Tax service fees are outside costs passed through from outside vendors and are subject to market place increases. Such costs shall be reasonable and competitive with other similar services provided in the general vicinity of the project. Any costs passed through from outside vendors associated with tax services may not contain a profit for, or a markup from, AmeriNational. Passed through costs must be agreed to in advance by MOC/MOH and may not exceed the maximum amount stated in such agreement.

**Per Event Fees:**

- UCC Filing and Maintenance: \$75.00 plus pass-through filing fee
- Tickler Notifications: \$12.00 per notification
- Subordinations Processing: \$250.00 per analysis per loan
- Transfer Fee: \$25.00 per loan transferred out from Servicer

Impounding of taxes and insurance, and monitoring and payment of such taxes and insurance is included with service at no additional cost except for one time tax service fee of sixty-five dollars \$65.00

**Additional Portfolio Management Services (upon written request of Department):**

- Affidavit of Owner \$50.00 per loan per occurrence
- Property Conditions Profile \$50.00 per loan per occurrence
- Approved Forbearance Plan \$250.00 per loan per occurrence

Foreclosure Analysis	\$225.00 per loan, plus outside costs
Foreclosures	\$250.00 per loan per occurrence, plus outside costs
Default Follow-up Services	\$3.50 per month per loan

Miscellaneous:

Contractor will be allowed to retain the borrower's late fee when payments are not made within the grace period. The Mayor's Office of Housing or the Mayor's Office of Community Investment will assess late fees as stated in the Loan Agreement.

Should the Mayor's Office of Housing or the Mayor's Office of Community Investment transfer its portfolio to another servicer while this Agreement is still in effect, Contractor will charge a transfer fee of \$35.00 per loan being serviced.

Total annual amount paid to Contractor shall not exceed Nine Thousand Dollars and no cents (\$9,000).

**Method of payment for Contractor**

For those loans serviced for the Mayor's Office of Community Investment:

Contractor will deduct the payment for their services from the monthly collection of loan payments and remit the balance to the City of San Francisco, Mayor's Office of Community Investment. In addition, Contractor will provide a monthly billing invoice detailing the monthly collections and servicing fees as stated in Appendix B of this Agreement. In the event of any dispute between Contractor and the City with regard to the amount due an owing to Contractor under this Agreement, Contractor shall forward the disputed amount to City until such dispute shall be resolved. Contractor shall not have the right to withhold payments to City during any dispute hereunder with respect to Contractor's compensation.

For those loans serviced for the Mayor's Office of Housing:

Contractor will collect required loan repayments monthly and submit the total amount collected to the Mayor's Office of Housing. No deduction from Borrower's loan repayments should be made for the purpose of compensating contractor for servicing fees. Contractor should submit its Invoice for services to the Mayor's Office of Housing by the 10<sup>th</sup> of each month. Payment to Contractor from the Mayor's Office of Housing is due within 30 days of receipt of Contractor's Invoices.

Rate for use of Contractor's equipment, if applicable: N/A

Rates for faxes (sending only), mileage, etc.: N/A

Actual costs for contractor meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc., subject to the approval of City: N/A

Any other applicable rates or charges under the Agreement: N/A.



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Licensed Clinicians with specialization in Employee Assistance Programs related to the Transportation Industry Substance Abuse Programs.

B. Which, if any, civil service class normally performs this work?

2574 Clinical Psychologist; 2920 Medical Social Worker; and 2220 Physician.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

It would be too costly to maintain licensed clinicians: Psychologist, Psychiatrist, Medical Social Worker (LCSW), Marriage Family Therapist (MFT), Licensed Marriage Family Therapist (LMFT), Ph.D's and MD's specializing in the Transportation Industry Substance Abuse Programs.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. These classifications already exist. Additionally, these services are provided by specialty on an as-needed basis.

5. ADDITIONAL INFORMATION (if "yes", attach explanation)

Yes No

A. Will the contractor directly supervise City and County employees? (X) ( )
Contractor will provide clinical supervision of three (3) full-time paid Peer Assistants and up to eight (8) volunteer Peer Assistants.

B. Will the contractor train City and County employees? (X) ( )
Contractor will provide training to Peer Assistances: (2) 9163 Transit Operators and (1) 7410 Automotive Service Worker.

C. Are there legal mandates requiring the use of contractual services? (X) ( )
Pursuant to the Memorandum of Understanding between TWU Local 250A and SFMTA.

D. Are there federal or state grant requirements regarding the use of contractual services? ( ) (X)

E. Has a board or commission determined that contracting is the most effective way to provide this service? ( ) (X)

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? (X) ( )
Service is being provided by Claremont Behavioral Services, Inc.

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

415.701.5377
Telephone Number

San Francisco Municipal Transportation Agency

1 South Van Ness Avenue, 7th Floor, San Francisco, CA 94103
Address

**Union Notification(s)**

## Dang, Leorah

---

**From:** Hamada, Cynthia <Cynthia.Hamada@sfmta.com>  
**Sent:** Monday, September 10, 2012 3:20 PM  
**To:** atonisson@ifpte21.org; 'L21PSC Review'  
**Cc:** DHR-PSCCoordinator, DHR; Ellison, Donald; Donovan, Mary; Boparai, Parveen; Sutherland, Julian; Patel, Ashish  
**Subject:** Employee Assistance Program PSC's  
**Attachments:** 20120910150112647.pdf

Please see the attached (2) PSC's for Employee Assistance Programs. The first is the modification of an existing contract and the second is a new contract.

Cynthia Hamada  
Senior Personnel Analyst  
SFMTA Employee and Labor Relations  
415.701.5381 office - 415.701.5397 fax

Scan Date: 09.10.2012 15:01:12 (-0400)

**FAX/SCAN**

<b>DATE:</b>	September 10, 2012		
<b>FROM:</b>	Cynthia Hamada <i>CH</i>	<b>TO:</b>	Alex Tonisson and IFPTE, Local 21
<b>PHONE:</b>	(415) 701-5381	<b>FAX/Scan:</b>	Scanned and Emailed
<b>FAX:</b>		<b>PHONE:</b>	
<b>SUBJECT: Personal Services Contract Summary</b>			
Professional Service – Employee Assistance Programs: One is a modification of a current PSC and the other is new PSC.			
<b>COMMENTS:</b>			
Please contact Mary Donovan, Manager, at 415.701.5039 ( <a href="mailto:mary.donovan@sfmta.com">mary.donovan@sfmta.com</a> ) or Donald Ellison, Director, at 415.701.5079 ( <a href="mailto:donald.ellison@sfmta.com">donald.ellison@sfmta.com</a> ) should you have additional questions.			
Thank you,			
Cynthia			

**NO. OF PAGES (Including fax/scan cover): 31**

San Francisco Municipal Transportation Agency  
 One South Van Ness Avenue, Seventh Fl. San Francisco, CA 94103  
 Tel: 415.701.4500 | Fax: 415.701.4430 | [www.sfmta.com](http://www.sfmta.com)





**Dang, Leorah**

---

**From:** Hamada, Cynthia <Cynthia.Hamada@sfmta.com>  
**Sent:** Monday, September 10, 2012 3:23 PM  
**To:** 'pattie.tamura@seiu1021.org'; 'ed.warshauer@seiu1021.org';  
'brook.demmerie@seiu1021.org'  
**Cc:** DHR-PSCCoordinator, DHR; Ellison, Donald; Donovan, Mary; Boparai, Parveen; Sutherland, Julian; Patel, Ashish  
**Subject:** Employee Assistance Program PSC's  
**Attachments:** 20120910150214635.pdf

Please see the attached (2) PSC's for Employee Assistance Programs. The first is the modification of an existing contract and the second is a new contract.

Cynthia Hamada  
Senior Personnel Analyst  
SFMTA Employee and Labor Relations  
415.701.5381 office - 415.701.5397 fax

Scan Date: 09.10.2012 15:02:14 (-0400)

**FAX/SCAN**

DATE:	September 10, 2012		
FROM:	Cynthia Hamada/Betsy Moy	TO:	Pattie Tamura, Ed Warshauer, Brook Demmerle
PHONE:	(415) 701-5381	FAX/Scan:	Scanned and emailed
FAX:	(415) 701-5397	PHONE:	

**SUBJECT: Personal Services Contract Summary**

Professional Service – Employee Assistance Programs: One is a modification of a current PSC and the other is new PSC.

**COMMENTS**

Please contact Mary Donovan, Manager, at 415.701.5039 ([mary.donovan@sfmta.com](mailto:mary.donovan@sfmta.com)) or Donald Ellison, Director, at 415.701.5079 ([donald.ellison@sfmta.com](mailto:donald.ellison@sfmta.com)) should you have additional questions.

Thank you,

Cynthia

**NO. OF PAGES (Including fax cover): 31**

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 Tel: 415.701.4500 | Fax: 415.701.4430 | [www.sfmta.com](http://www.sfmta.com)



## Dang, Leorah

---

**From:** Hamada, Cynthia <Cynthia.Hamada@sfmta.com>  
**Sent:** Monday, September 10, 2012 3:27 PM  
**To:** 'ewilliams@twusf.org'; Bernard Broughton  
**Cc:** DHR-PSCCoordinator, DHR; Ellison, Donald; Donovan, Mary; Boparai, Parveen; Sutherland, Julian; Patel, Ashish  
**Subject:** Employee Assistance Programs PSC's  
**Attachments:** 20120910150327857.pdf

Please see the attached (2) PSC's for Employee Assistance Programs. The first is the modification of an existing contract and the second is a new contract.

Cynthia Hamada  
Senior Personnel Analyst  
SFMTA Employee and Labor Relations  
415.701.5381 office - 415.701.5397 fax

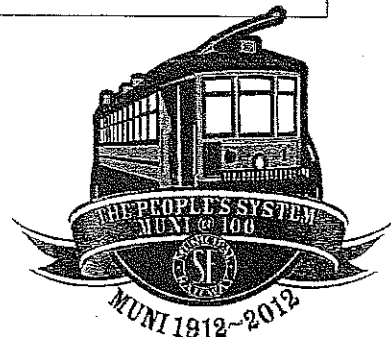
Scan Date: 09.10.2012 15:03:27 (-0400)

**FAX/SCAN**

<b>DATE:</b>	September 10, 2012		
<b>FROM:</b>	Cynthia Hamada/Betsy Moy	<b>TO:</b>	Eric Williams & Bernard Broughton
<b>PHONE:</b>	(415) 701-5381	<b>FAX/Scan:</b>	Scanned and emailed
<b>FAX:</b>		<b>PHONE:</b>	
<b>SUBJECT: Personal Services Contract Summary</b>			
Professional Service – Employee Assistance Programs: One is a modification of a current PSC and the other is new PSC.			
<b>COMMENTS</b>			
Please contact Mary Donovan, Manager, at 415.701.5039 ( <a href="mailto:mary.donovan@sfmta.com">mary.donovan@sfmta.com</a> ) or Donald Ellison, Director, at 415.701.5079 ( <a href="mailto:donald.ellison@sfmta.com">donald.ellison@sfmta.com</a> ) should you have additional questions.			
Thank you,			
Cynthia			

**NO. OF PAGES (Including fax cover): 31**

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 Tel: 415.701.4500 | Fax: 415.701.4430 | [www.sfmta.com](http://www.sfmta.com)



**Dang, Leorah**

---

**From:** Hamada, Cynthia <Cynthia.Hamada@sfmta.com>  
**Sent:** Monday, September 10, 2012 3:34 PM  
**To:** al@uapd.com; pat@uapd.com  
**Cc:** DHR-PSCCoordinator, DHR; Ellison, Donald; Donovan, Mary; Boparai, Parveen; Sutherland, Julian; Patel, Ashish  
**Subject:** Employee Assistance Programs PSC's  
**Attachments:** 20120910150435550.pdf

Please see the attached (2) PSC's for Employee Assistance Programs. The first is the modification of an existing contract and the second is a new contract.

Cynthia Hamada  
Senior Personnel Analyst  
SFMTA Employee and Labor Relations  
415.701.5381 office - 415.701.5397 fax

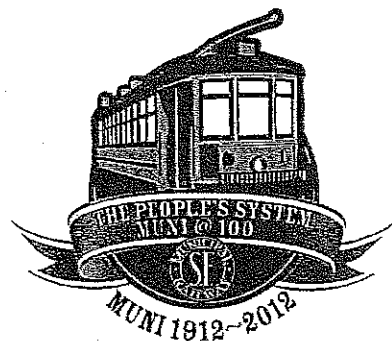
Scan Date: 09.10.2012 15:04:35 (-0400)

**FAX/SCAN**

DATE:	September 10, 2012		
FROM:	Cynthia Hamada/Betsy Moy	TO:	Al Groh & Patricia Hernandez
PHONE:	(415) 701-5381	FAX/Scan:	Scanned and Emailed
FAX:	(415) 701-5397	PHONE:	
<p><b>SUBJECT: Personal Services Contract Summary</b></p> <p>Professional Service – Employee Assistance Programs: One is a modification of a current PSC and the other is new PSC.</p>			
<p><b>COMMENTS</b></p> <p>Please contact Mary Donovan, Manager, at 415.701.5039 (<a href="mailto:mary.donovan@sfmta.com">mary.donovan@sfmta.com</a>) or Donald Ellison, Director, at 415.701.5079 (<a href="mailto:donald.ellison@sfmta.com">donald.ellison@sfmta.com</a>) should you have additional questions.</p> <p>Thank you,</p> <p>Cynthia</p>			

NO. OF PAGES (Including fax cover): 31

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 One South Van Ness Avenue, Seventh Fl. San Francisco, CA 94103  
 Tel: 415.701.4500 | Fax: 415.701.4430 | [www.sfmta.com](http://www.sfmta.com)



**Prior DHR Approved**

**PSC #4118-11/12**

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 7, 2012 ( Reissued March 8, 2012)

DEPARTMENT NAME: San Francisco Municipal Transportation Agency DEPARTMENT NUMBER: 68

TYPE OF APPROVAL: ( ) EXPEDITED (X) REGULAR (OMIT POSTING\_\_\_)

( ) CONTINUING ( ) ANNUAL

TYPE OF REQUEST: (X) INITIAL REQUEST ( ) MODIFICATION (PSC# \_\_\_)

TYPE OF SERVICE: Professional Service – Employee Assistance Programs

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$400,000.00 PSC DURATION: March 15, 2012 – March 31, 2013

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Provide a full service, work-site based, Employee Assistance Program (EAP) to provide clinical supervision of the staff of three full-time paid Peer Assistants, and up to 8 volunteer Peer Assistants. The contractor will also manage San Francisco Municipal Transportation Agency's (SFMTA) Trauma Response Program for SFMTA employees involved in on-the-job critical incidents, such as an accident in a Muni vehicle that results in serious injuries or fatalities; crisis support and counseling for assaults and threats. The program is designed to assist in the identification and resolution of productivity problems associated with employees impaired by personal concerns, including but limited to health, family, financial, alcohol, drug, legal, emotional, stress or other personal concerns which adversely affect job performance.

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

This service is necessary due to the Memorandum Of Understanding between The Transport Workers' Union and the San Francisco Municipal Transportation Agency that establishes the need for Employee Assistance Programs (EAP) and Peer Assistant Programs (PAP).

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This service was provided in the past through a professional service contract with Claremont Behavioral Services, inc. The most recent contract for EAP & PAP was PSC #4013-08/09.

D. Will the contract(s) be renewed:

Yes.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

<u>IFPTE L21 &amp; SEIU L1021</u> Union Name	<u><i>Cynthia Sanada</i></u> Signature of person mailing / faxing form	<u>3/8/12</u> Date
<u>TWU L250-A (9163) &amp; (7410)</u> Union Name	<u><i>Cynthia Sanada</i></u> Signature of person mailing / faxing form	<u>3/8/12</u> Date
<u>UAPD</u> Union Name	<u><i>Cynthia Sanada</i></u> Signature of person mailing / faxing form	<u>3/8/12</u> Date

RFP sent to \_\_\_\_\_ on \_\_\_\_\_  
Union Name Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

SFMTA approved  
3-8-12

PSC# 448-11/12

STAFF ANALYSIS/RECOMMENDATION:  
CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Licensed Clinicians with specialized in Employee Assistance Programs related to the Transportation Industry Substance Abuse Programs.

B. Which, if any, civil service class normally performs this work?

2574 Clinical Psychologist; 2920 Medical Social Worker; and 2220 Physician.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

It would be too costly to maintain licensed clinicians: Psychologist, Psychiatrist, Medical Social Worker (LCSW), Marriage Family Therapist (MFT), Licensed Marriage Family Therapist (LMFT), Ph.D's and MD's specializing in the Transportation Industry Substance Abuse Programs.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. These classifications already exist. Additionally, these services are provided by specialty on an as-needed basis.

5. ADDITIONAL INFORMATION (if "yes", attach explanation)

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees? Contractor will provide clinical supervision of three (3) full-time paid Peer Assistants and up to eight (8) volunteer Peer Assistants.	(X)	( )
B. Will the contractor train City and County employees? Contractor will provide training to Peer Assistance: (2) 9163 Transit Operators; (1) 7410 Automotive Service Worker.	(X)	( )
C. Are there legal mandates requiring the use of contractual services? Pursuant to the Memorandum of Understanding between TWU Local 250A and SFMTA.	(X)	( )
D. Are there federal or state grant requirements regarding the use of contractual services?	( )	(X)
E. Has a board or commission determined that contracting is the most effective way to provide this service?	( )	(X)
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? Service is being provided by Claremont Behavioral Services, Inc.	(X)	( )

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

*Parveen Boparai*

\_\_\_\_\_  
Signature of Departmental Personal Services Contract Coordinator

\_\_\_\_\_  
Parveen Boparai  
Print or Type Name

\_\_\_\_\_  
415.701.5377  
Telephone Number

\_\_\_\_\_  
San Francisco Municipal Transportation Agency

\_\_\_\_\_  
1 South Van Ness Avenue, 7<sup>th</sup> Floor, San Francisco, CA 94103  
Address

**Prior DHR Approved**

**PSC #4013-08/09**

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 07/16/08

DEPARTMENT NAME: SF Municipal Transportation Agency DEPARTMENT NUMBER: 35 & 36

TYPE OF APPROVAL: ( ) EXPEDITED (X) REGULAR (OMIT POSTING)
( ) CONTINUING ( ) ANNUAL

TYPE OF REQUEST: (X) INITIAL REQUEST ( ) MODIFICATION (PSC#)

TYPE OF SERVICE: Professional Service - Employee Assistance Programs

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$1,000,000.00 PSC DURATION: 08/30/08 - 08/30/11

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Provide a full service work-site based Employee Assistance Program (EAP) to provide clinical supervision of the staff of three full-time paid Peer Assistants, and up to 8 volunteer Peer Assistants. The Proposer will also manage SFMTA's Trauma Response Program for SFMTA employees involved in on-the-job critical incidents, such as an accident in a Muni vehicle that results in serious injuries of fatalities; crisis support and counseling for assaults and threats. The program is designed to assist in the identification and resolution of productivity problems associated with employees impaired by personal concerns, including but limited to health, family, financial, alcohol, drug, legal, emotional, stress or other personal concerns which adversely affect job performance.

B. Explain why this service is necessary and the consequences of denial: This service is necessary due to the Memorandum Of Understanding between The Transport Workers' Union and the San Francisco Municipal Transportation Agency (SFMTA), (07/01/04 - 06/30/08), which establishes the need for Employee Assistance Programs (EAP) and Peer Assistant Programs (PAP).

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service was provided in the past through a professional service contract with Claremont Behavioral Services, Inc. The most recent contract for EAP & PAP was approved by PSC #4042/05/06 on 10/17/08.

D. Will the contract(s) be renewed: Yes. The need for this service will continue.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Local 250-A Union Name Signature of person mailing / faxing form Date 7/17/08

RFP sent to Union Name on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4013-08/09 SFMTA Approved

STAFF ANALYSIS/RECOMMENDATION: 7-16-08
CIVIL SERVICE COMMISSION ACTION: PB

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Licensed Clinicians.

B. Which, if any, civil service class normally performs this work?

None.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

It would be too costly to maintain licensed clinicians: Psychologist, Psychiatrist, Licensed Clinical Social Worker (LCSW), Marriage Family Therapist (MFT), Licensed Marriage Family Therapist (LMFT), Ph.D's and MD's.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. It would be too costly to create new classifications and recruit licensed clinicians to perform these services.

5. ADDITIONAL INFORMATION (if "yes", attach explanation)

Yes No

A. Will the contractor directly supervise City and County employees?    
Contractor will provide clinical supervision of three (3) full-time paid Peer Assistants and up to eight (8) volunteer Peer Assistants.

B. Will the contractor train City and County employees?    
Contractor will provide training to Peer Assistance: (2) 9163 Transit Operators; (1) 7410 Automotive Service Worker.

C. Are there legal mandates requiring the use of contractual services?    
Pursuant to the Memorandum of Understanding between TWU Local 250A and SFMTA.

D. Are there federal or state grant requirements regarding the use of contractual services?

E. Has a board or commission determined that contracting is the most effective way to provide this service?    
Contracting of these service was approved at the SFMTA Board of Directors meeting of June 17, 2008 - Resolution No. 08-096.

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?    
Service is being provided by Claremont Behavioral Services, Inc.

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

*Parveen Boparai*

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai  
Print or Type Name

(415) 554-4160  
Telephone Number

Municipal Transportation Agency, Human Resources

401 Van Ness Avenue, Room 320, San Francisco, CA 94102  
Address

**Resolution # 08-096**

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 08-096


WHEREAS, Article 32 of the current Memorandum of Understanding between the Transport Worker's Union, Local 250-A and the San Francisco Municipal Transportation Agency ("SFMTA") requires the Agency to provide Employee Assistance and Peer Assistance Programs; and,

WHEREAS, Through its Trauma Response Program, the SFMTA provides trauma counseling services to SFMTA employees involved in serious accidents, as well as employees subjected to assaults and threats, which has reduced absenteeism and workers' compensation costs; and,

WHEREAS, The contract with Claremont Behavioral Services, Inc., the current provider for these professional services, expires on June 30, 2008; now therefore be it,

RESOLVED, That the Municipal Transportation Agency Board authorizes the Executive Director/CEO to issue a Request For Proposals to solicit proposals from qualified firms to manage and provide clinical supervision for the San Francisco Municipal Transportation Agency's Employee Assistance, Peer Assistance, and Trauma Response Programs for a contract amount not to exceed \$1,000,000 and for a term of three years with a one year extension at the SFMTA's sole discretion.

I hereby certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board at its meeting of JUN 17 2008.

  
Secretary, Municipal Transportation Agency Board

placed on the report list for that day and shall be assigned work by the Dispatcher.

**ARTICLE 26. ALCOHOL AND DRUG REHABILITATION EMPLOYEE ASSISTANCE PROGRAM**

**Section 26.1 Employee Assistance Program**

303. FOR INFORMATIONAL PURPOSES ONLY: Unit members are eligible to participate in the City-wide Employee Assistance Program made available by the Health Service System.

**Section 26.2 Confidentiality**

304. Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

**Section 26.3 Continuation of Peer Assistance System**

305. No later than September 1, 2011, the parties agree to meet and confer with all affected Unions about whether or not to reduce the staffing level for the Peer Assistance System described in this Article.

306. SFMTA offers the Operators the following Employee Assistance program for the term of the Agreement:

**Section 26.4 Overview of EAP Program**

307. This Employee Assistance Program ("EAP") shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.

308. EAP's offer assistance by helping employees assess and identify problems arising from a variety of personal areas.

309. EAP's assist employees by referring them to services which lead to solutions.

310. EAP's provide training and consultation services to management and union leadership regarding assisting troubled employees.

311. The primary goal of the EAP will be to maintain employee's ability to be fully productive on the job. EAP's help employees, management, and supervisors maintain a high level of service by:

312. Motivating employees to help;

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313. Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;
314. Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;
315. Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;
316. Providing crisis intervention services;
317. Providing follow-up assistance to support and guide employees through the resolution of their problems; and by
318. Acting as an education and training resource.
319. Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.
320. Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.
321. An outside vendor has been selected and will perform the following duties:
322. Maintain toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
323. Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
324. Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
325. Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
326. Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year.

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Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.

327. Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
328. Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
329. Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
330. Provide monthly statistical evaluation of program activity, and other reports, as needed.
331. Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
332. Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
333. Provide up to three (3) counseling visits per employee involved in a Critical Incident.
334. Develop Critical Incident Program Policies and Procedures.
335. Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

## Section 26.5 Organization

### 1. The Joint Labor-Management Committee:

336. a. Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by SFMTA.

337. If MUNI chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, MUNI shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

338. The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a MUNI appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either MUNI or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The Executive Director/CEO or his/her designee shall provide staff support to the Committee as appropriate.

339. A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of MUNI appointed Committee members.

340. b. Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.

341. c. Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and MUNI may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

### 2. Substance Abuse Program:

342. The Executive Director/CEO or his/her designee will manage all aspects of the FTA-mandated Substance Abuse Program. He/she shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

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3. EAP Services:

343. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA Improvement Fund shall engage an outside contractor to provide these services.

4. The Peer Assistance System:

a. Structure:

344. The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all SFMTA worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

b. Peer Assistance Oversight Committee:

345. This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

c. MIF Liaison:

346. The MIF Liaison shall be an individual designated by the Executive Director/CEO or his/her designee to serve as SFMTA's emissary in matters such as labor relations and administrative issues.

d. Qualifications:

347. A SFMTA employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and

education toward certification as a drug and alcohol counselor

OR

348. A SFMTA employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

349. A SFMTA employee who has had experience with family members' substance abuse and who has participated in a self-help group for co-dependency

AND

350. A SFMTA employee who is respected by their peers, the union, and the management

AND

351. A SFMTA employee who is committed to the goals of the Peer Assistance Program

e. Duties:

352. Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
353. Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
354. Abide by state and federal confidentiality laws.
355. Publicize the EAP verbally and through distribution of literature.
356. Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
357. Assist in publication of Voluntary Substance Abuse Program newsletter.
358. Seek out opportunities to participate in training programs to further develop knowledge and skills.

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- 359. Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- 360. Develop and maintain a professional environment in which to interact with clients.
- 361. Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- 362. Assist in education and training sessions for new and existing employees.
- 363. Keep accurate records of client contacts and promotional activities.

f. Staffing:

364. There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three (3) full-time Peer Assistants reporting to the outside contractor.

g. Volunteer Peer Assistants:

- 365. 1. Up to eight (8) Volunteer Peer Assistants.
- 366. 2. Assist peer assistants upon request during their off-duty time.
- 367. 3. They shall participate in designated training.
- 368. 4. Their activities shall be within the limits of their training.
- 369. 5. Volunteer peer assistants will receive no compensation for their services.

h. Functions:

370. The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

i. Civil Service Commission Approval:

371. The use of peer assistants shall be subject to the approval of the Civil Service Commission.

**Section 26.6 Pay Status During Voluntary Self-Referral Treatment**

(Voluntary Substance Abuse Program)

372. An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
373. In the case of the up to two voluntary, employee-initiated referrals, SFMTA will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for Part-Time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**Section 26.7. Non-Paid Status During Treatment After Positive Test**

374. After receiving a positive drug or alcohol test result, an employee who is not terminated, and who participation in the EAP will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**Section 26.8 Education and Training**

375. The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.
376. The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

Section 26.9. Special Provisions

377. Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the SFMTA Substance Abuse Policy And Procedures Handbook (June 2010). The SFMTA recognizes the rights of employees and/or the Union, to challenge such discipline pursuant to Article 19 and 22. The Executive Director/CEO or his/her designee will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.
378. If there is any conflict between this Article and the SFMTA Substance Abuse Policy And Procedures Handbook, the SFMTA Policy and Procedures shall prevail. SFMTA shall not make any changes to the Handbook on matters that are mandatory subjects of bargaining without first providing the Union with notice and an opportunity to bargain, and completing any required bargaining process.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 10/10/12

DEPARTMENT NAME: Juvenile Probation Department DEPARTMENT NUMBER 069-12W

TYPE OF APPROVAL: [ ] EXPEDITED [X] REGULAR (OMIT POSTING [ ]) [ ] CONTINUING [ ] ANNUAL

TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION (PSC# [ ])

TYPE OF SERVICE: Professional Services

FUNDING SOURCE: General Funds

PSC AMOUNT: \$250,000 PSC DURATION: 11/10/12 to 5/12/13

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

A consultant will provide specifications and drawings of Juvenile Hall in order for the Juvenile Probation Department (JPD) to bid out a construction project for camera installation.

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

Juvenile Hall plans to have cameras installed on-site. JPD needs a consultant to review the site and provide specifications and details to set-up groundwork for camera installation. When installation of the cameras is complete JPD will experience increased training, increased accountability and ensure safety of the youth. If this service is denied JPD will not be able to complete the set-up to ensure proper installation of cameras.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This service has not been provided in the past.

D. Will the contract(s) be renewed:

No this service will not be renewed.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Local 21 Union Name Signature of person mailing/faxing form Date 10/10/12

Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4054-12/13 STAFF ANALYSIS/RECOMMENDATION: Approved W 11/30/12

CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

*IT, Engineering and Architecture*

B. Which, if any, civil service class normally performs this work?

*1021 IS Administrator I, 1013 IS Technician-Senior and 5268 Architect*

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

*Survey Equipment*

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

*The services provided by the vendor are not available within the current civil service classes.*

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

*No this is a short one-time project that would not need full-time employees to complete the task.*

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

C. Are there legal mandates requiring the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

D. Are there federal or state grant requirements regarding the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

E. Has a board or commission determined that contracting is the most effective way to provide this service?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

*Sheila Layton*  
\_\_\_\_\_  
Signature of Departmental Personal Services Contract Coordinator

Sheila Layton  
Print or Type Name

415-465-7337 753-7562 W  
Telephone Number

375 Woodside Ave  
San Francisco, CA 94127  
Address

**Union Notification(s)**

**Dang, Leorah**

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**From:** Sheila.Layton@sfgov.org  
**Sent:** Wednesday, October 10, 2012 2:19 PM  
**To:** L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR  
**Subject:** PSC Submission for Consultant  
**Attachments:** PSC for Consultant.pdf

Hello,

The attached Personal Services Contract Summary and this email serve as the required 30 day notice for Local 21.

Please let me know if you have any questions.

Sincerely,  
Sheila Layton

Sheila Layton  
Juvenile Probation Department  
Contract and Program Analyst  
375 Woodside Avenue  
SF, CA 94127  
Phone 415-753-7562  
Fax 415-753-7566