

City and County of San Francisco

Edwin M. Lee
Mayor



Department of Human Resources

Micki Callahan
Human Resources Director

Date: March 20, 2015
To: The Honorable Civil Service Commission
Through: Micki Callahan
Human Resources Director *[Handwritten signature]*
From: Shamica Jackson/Stacey Lo, PUC
Cynthia Avakian, AIR
Mary Hom, CON
Jacquie Hale, DPH
Sung Kim, DPW
Subject: **Personal Services Contracts Approval Request**

This report contains nine (9) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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 FY2014-2015 | Total for FY2014-2015 |
|----------------------|--|-----------------------|
| \$125,946,748 | \$45,569,419 | \$990,768,924 |

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Table of Contents
PSC Submissions

| Regular PSCs | Department | Page |
|--------------------------|-----------------------------|-------------|
| 47612-14/15 | Public Utilities Commission | 1 |
| Modification PSCs | | |
| 4098-09/10 | Airport Commission | 12 |
| 4075-08/09 | Controller | 16 |
| 4113-11/12 | Public Health | 24 |
| 4063-11/12 | Public Works | 35 |
| 4085-08/09 | Public Works | 44 |
| 4149-07/08 | Public Works | 50 |
| 4070-10/11 | Public Utilities Commission | 58 |
| 2013-08/09 | Public Health | 65 |

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)

Home >

POSTING FOR

April 06, 2015

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

Commission Hearing Date

2015-04-06

APPLY

| PSC No | Dept Designation | PSC Amount | Description of Work | PSC Estimated Start Date | PSC Estimated End Date |
|---------------|-----------------------------|-----------------|---|--------------------------|------------------------|
| 47612 - 14/15 | PUBLIC UTILITIES COMMISSION | \$51,000,000.00 | <ul style="list-style-type: none"> •Develop a robust, flexible, and secure wastewater process control system using current technologies at various wastewater treatment plants and pump stations. •Deploy a control system that can be modified without requiring additional plant wiring and added input/output hardware to add new features or improve wastewater process controls as new technology becomes available. •A DCS system designed to interface with upgraded aging field instruments and motor control centers (MCCs) that will be replaced with smart instruments and MCCs with built in diagnostics capabilities under different contracts. •Coordinate and store monitoring parameters in various systems to maintain compatibility and consistency of the input/output data used for the system control. •Provide easy access to process historical energy consumption, operations, maintenance and calibration data. <p>See Supplemental Attachment A.</p> | October 7, 2015 | October 7, 2030 |

TOTAL AMOUNT \$51,000,000



Posting For April 06, 2015

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2015-04-06

APPLY

| PSC Number | Commission Hearing Date | Department | Additional Amount | Cumulative Total | Description | Start Date | End Date | Approval Type |
|-------------------------------|-------------------------|---------------------------------|-------------------|------------------|--|------------|------------|---------------|
| 4098-09/10 - MODIFICATIONS | April 6, 2015 | AIRPORT COMMISSION -- AIR | \$2,000,000 | \$14,500,000 | Financial advisory services to manage San Francisco International Airport's capital financing program, including a \$4.1 billion debt portfolio. Services include but are not limited to, financial, investment, swap and rebate advisory services. These services have saved over \$145 million through successful refinancing of some of the Airport's bonds during the past two years. | 07/01/2015 | 06/30/2019 | REGULAR |
| 4075 08/09 - MODIFICATIONS | April 6, 2015 | CONTROLLER -- CON | \$4,000,000 | \$17,499,999 | Perform annual financial audit services and report on the financial statements for the City's Comprehensive Annual Financial Report (CAFR), the City's Single Audit, and departments/funds; perform other required compliance audits of grants, projects, and funds of other City departments; perform actuarial studies of the City's General Liability and Workers Compensation reserves; and perform additional audit procedures. (See Attachment A "Additional Information on 1A" for more information on the departments/funds.) | 07/01/2014 | 01/01/2017 | REGULAR |
| 4113 11/12 - MODIFICATIONS | April 6, 2015 | PUBLIC HEALTH -- DPH | \$0 | \$50,000,000 | In July 2006, the San Francisco Board of Supervisors adopted the Health Care Security Ordinance, which charged DPH with the responsibility for developing a new health access program called Healthy San Francisco. This ordinance requires DPH to "coordinate with a third party vendor to administer program operations, including basic customer services, enrollment, tracking service utilization, billing and communication with the participants." (SF Administrative Code Sec. 14.2) DPH selected the San Francisco Health Plan (SFHP) as third party vendor. SFHP, operated by the San Francisco Community Health Authority, is a governmental entity created by the City in 1994 solely to serve as a health maintenance organization to increase access to health care for low and moderate income San Franciscans. As the third party vendor for HSF, SFHP: (1) assists in eligibility and enrollment functions, (2) manages participant fee billing and collection, (3) receives utilization data and develops utilization reports, (continued on attachment) | 07/01/2014 | 06/30/2015 | REGULAR |
| 4063-11/12 - MODIFICATIONS | April 6, 2015 | GENERAL SERVICES | \$4,000,000 | \$11,200,000 | As needed land surveying duties such as a single, 2-person or 3-person crew to assist with | 01/03/2020 | 01/02/2021 | REGULAR |

| PSC Number | Commission Hearing Date | Department | Additional Amount | Cumulative Total | Description | Start Date | End Date | Approval Type |
|-------------------------------|-------------------------|---|-------------------|------------------|--|------------|------------|---------------|
| | | AGENCY - PUBLIC WORKS -- DPW | | | topographic, boundary and construction surveys, photogrammetric work, laser 3D scanner field and office assistance and training, Autocad Civil 3D drafting, help with special projects (monumentation, Geographic Information System (GIS) mapping, Global Position Satellite (GPS) network, etc.). Bureau of Street Use and Mapping (BSM) — Surveying Services anticipate awarding up to 12 as-needed contracts, each not to exceed 5 years. | | | |
| 4085-08/09 - MODIFICATIONS | April 6, 2015 | GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW | \$6,000,000 | \$14,500,000 | Consultants will perform highly specialized geotechnical engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; supplemental testing such as seismic borehole logging, seismic refraction profiling, and corrosion testing and evaluation; preparing reports for new and existing building/bridge foundations; recommendations for designing foundation systems, excavation support and underpinning systems, retaining wall systems, embankments, and ground improvement such as grouting, deep soil mixing and dewatering; and other geotechnical/geological consultation related work. The Department of Public Works (DPW) intends to award three (3) or more as-needed contracts, each not to exceed \$1,000,000. | 01/01/2018 | 12/31/2020 | REGULAR |
| 4149-07/08 - MODIFICATIONS | April 6, 2015 | GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW | \$4,800,000 | \$13,300,000 | Provide resident engineers, field engineers, inspectors, specialty engineers, office engineers, scheduling engineers, public outreach staff, construction management support, field office administrative staff, and supplemental construction services on an as-needed basis for various types of engineering work on an as-needed basis and other as-needed services to be determined. The Department of Public Works (DPW) intends to award four (4) contracts for \$1,000,000 each. | 06/17/2018 | 02/21/2021 | REGULAR |
| 4070-10/11 - MODIFICATIONS | April 6, 2015 | PUBLIC UTILITIES COMMISSION -- PUC | \$150,000 | \$1,134,205 | The Ocean Beach Master Plan is the result of a two-year interagency planning process convened by San Francisco Planning and Urban Research (SPUR) in collaboration with the California State Coastal Conservancy, the San Francisco Public Utilities Commission (SFPUC), and the National Park Service. The plan incorporates public access, environmental stewardship, infrastructure, and coastal management complexities surrounding Ocean Beach. The next phase of making progress at Ocean Beach is the development and implementation of the Ocean Beach Master Plan Phase 2 Coastal Management Agreement which incorporates recommendations included in the Master Plan. See Supplemental Attachment A. | 07/01/2015 | 06/30/2018 | REGULAR |
| 2013-08/09 - MODIFICATIONS | April 6, 2015 | PUBLIC HEALTH -- DPH | \$53,996,748 | \$123,996,748 | Contractor will provide psychiatric care to adults and/or older adults in 24-hour licensed | 07/01/2014 | 06/30/2018 | REGULAR |

| PSC Number | Commission Hearing Date | Department | Additional Amount | Cumulative Total | Description | Start Date | End Date | Approval Type |
|----------------------------------|-------------------------|------------|-------------------|------------------|--|------------|----------|---------------|
| | | | | | Skilled Nursing Facilities and/or locked adult facilities and/or Mental Health Rehabilitation Centers (MHRCs) for individuals with psychiatric, medical and/or behavior problems, as well as individuals with neurobehavioral diagnoses with a primary diagnosis of dementia, and who may be significantly physically disabled (e.g., requiring the use of a wheelchair, walker or cane and/or with hearing or speech impairment(s)). Admission is for San Francisco residents, primarily by direct placement from acute psychiatric inpatient unit (s). | | | |
| TOTAL AMOUNT \$74,946,748 | | | | | | | | |

Regular/Continuing/Annual Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION – PUC Dept. Code: PUC

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: Design-Build Services for Wastewater Enterprise Distributed Control System Upgrade (DB-126)

Funding Source: Sewer System Improvement Program PSC Duration: 15 years 4 days

PSC Amount: \$51,000,000 PSC Est. Start Date: 10/07/2015 PSC Est. End Date: 10/07/2030

1. Description of Work

A. Scope of Work:

- *Develop a robust, flexible, and secure wastewater process control system using current technologies at various wastewater treatment plants and pump stations.
*Deploy a control system that can be modified without requiring additional plant wiring and added input/output hardware to add new features or improve wastewater process controls as new technology becomes available.
*A DCS system designed to interface with upgraded aging field instruments and motor control centers (MCCs) that will be replaced with smart instruments and MCCs with built in diagnostics capabilities under different contracts.
*Coordinate and store monitoring parameters in various systems to maintain compatibility and consistency of the input/output data used for the system control.
*Provide easy access to process historical energy consumption, operations, maintenance and calibration data. See Supplemental Attachment A.

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

The San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise (WWE) relies heavily on the Distributed Control Systems (DCS) to manage its processes and maintain compliance with State issued regulatory permits. The DCS system is a critical tool, used by the Wastewater Plant Operations staff to maintain a high level of compliance with resource agency requirements, protect the health and safety of the Citizens of San Francisco and the waters of the San Francisco Bay and Pacific Ocean. The wastewater processes are very complex, requiring controls which can offer high accuracy, long-term stability and proven robustness in the toughest applications. See Supplemental Attachment A.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

The existing Southeast Plant (SEP) and Oceanside Plant (OSP) DCS consist of a Foxboro's Invensys system originally introduced to the market in 1987 and installed at OSP in 1992 and SEP in 1996 has been obsolete for more than ten years. See Supplemental Attachment A.

D. Will the contract(s) be renewed? No. The total contract is \$51,000,000. The design portion is \$9,000,000.

2. Union Notification: On 03/03/2015, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47612 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 04/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Requires specialized knowledge of DCS systems(hardware and software).

B. Which, if any, civil service class(es) normally perform(s) this work?

none,

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

Yes, contractor will provide proprietary hardware and software.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The DCS Project requires knowledge and experience to complete the system design, integration and installation of hardware and software in time to have the system available for the new WVE facilities that will be constructed under the SSIP program. As stated above, there are currently no civil service classifications that possess the knowledge and experience or develop a DCS system and given the aggressive project deadlines associates with this project there isn't time to develop such expertise internally.

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

No. It would not be practical to adopt a new civil service class due to the integrated nature of delivery of system design with proprietary DCS hardware and software.

5. Additional Information (if "yes", attach explanation)

YES NO

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

YES NO

B. Will the contractor train City and County employee?

YES NO

See Supplemental Attachment A.

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

ON 03/09/2015 BY:

Name: Shamica Jackson

Phone: 415-554-0727

Email: S.Jackson@sfgwater.org

Address: 525 Golden Gate Avenue, 8th Floor

San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: [Jackson, Shamica](mailto:Jackson_Shamica); [Lopez, Ricardo](mailto:Lopez_Ricardo); [Basconillo, Kathy](mailto:Basconillo_Kathy); Sandeep.lal@seiu1021.net; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ioe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pachell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfmsa@gmail.com; mshellev@dc16.us; david.canham@seiu1021.org; ioe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; liUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiva.thlang@seiu1021.org; Jackson, Shamica; Isen, Richard; DHR-PSCCoordinator, DHR
Subject: 7 day posting period ended for Expedited PSC # 47612 - 14/15
Date: Tuesday, March 03, 2015 10:01:16 PM

Requesting Department: PUBLIC UTILITIES COMMISSION -- PUC

Type of Request: REGULAR - Initial

Type of Service: Design-Build Services for Wastewater Enterprise Distributed Control System Upgrade (DB-126)

PSC Amount: \$51,000,000

PSC Duration: 10/07/2015 – 10/07/2030

The 7 day posting period has now ended. Any further questions about the services should be directed to the Department directly.

Department Coordinator must change the status to Ready for Review by DHR, to start the review process.

<http://apps.sfgov.org/dhrDrupal/node/4549>

Additional Attachment(s)



MEMORANDUM

DATE: February 19, 2015

TO: San Francisco Civil Service Commission

FROM: Alaric Degrafinried *A*
Manager, Contract Administration Bureau

RE: Justification for duration 5 or more years
DB-126, PSC No. 47612 -14/15
Distributed Control System Upgrade

The San Francisco Public Utilities Commission (SFPUC) is requesting Personal Service Contract (PSC) authority from 10/7/2015 to 10/7/2030 in order to:

- Develop a robust, flexible, and secure wastewater process control system using current technologies at various wastewater treatment plants and pump stations;
- Deploy a control system that can be modified without requiring additional plant wiring and added input/output hardware to add new features or improve wastewater process controls as new technology becomes available;
- Design a Distributed Control System (DCS) system to interface with upgraded aging field instruments and motor control centers (MCCs) that will be replaced with smart instruments and MCCs with built-in diagnostics capabilities under different contracts;
- Coordinate and store monitoring parameters in various systems to maintain compatibility and consistency of the input/output data used for the system control;
- Provide easy access to process historical energy consumption, operations, maintenance and calibration data;
- Provide a seamless integration of the facility monitoring and control system to meet the Wastewater Enterprise's (WWE) need to better utilize resources, manage assets, and efficiently create reports; and
- Provide real-time monitoring of liquid and odor levels in all transport/storage boxes, collection system structures, and flow rates at all pump stations, outfalls in the Bayside and Westside facilities to enhance the WWE's ability to use existing storage, conveyance, and treatment capacity most effectively.

The planning and implementation of a major DCS replacement will take many years and will impact other capital improvement projects. Phase 1 of the Sewer System Improvement Program (SSIP) will take place over the next 15 years, with a budget of \$2.7 Billion. There are many current and upcoming SSIP projects that will occur at various wastewater facilities, all of which will need close coordination with the DCS replacement project and therefore, it is essential to approve the request.

Thank you for consideration and should you have any questions please do not hesitate contact me at 415-551-4788.

Edwin M. Lee
Mayor

Ann Muller Caen
President

Francesca Vietor
Vice President

Vince Courtney
Commissioner

Anson Moran
Commissioner

Harlan L. Kelly, Jr.
General Manager



Supplemental Attachment A

PSC No. 47612-14/15

(DB-126)

1A. Scope of Work:

- Develop a robust, flexible, and secure wastewater process control system using current technologies at various wastewater treatment plants and pump stations.
- Deploy a control system that can be modified without requiring additional plant wiring and added input/output hardware to add new features or improve wastewater process controls as new technology becomes available.
- A DCS system designed to interface with upgraded aging field instruments and motor control centers (MCCs) that will be replaced with smart instruments and MCCs with built-in diagnostics capabilities under different contracts.
- Coordinate and store monitoring parameters in various systems to maintain compatibility and consistency of the input/output data used for the system control.
- Provide easy access to process historical energy consumption, operations, maintenance and calibration data.
- Provide a seamless integration of the facility monitoring and control system to meet the Wastewater Enterprise's (WWE) need to better utilize resources, manage assets, and efficiently create reports.
- Provide real-time monitoring of liquid and odor levels in all transport/storage boxes, collection system structures, and flow rates at all pump stations, outfalls in the Bayside and Westside facilities to enhance the WWE's ability to use existing storage, conveyance, and treatment capacity most effectively

1B. Explain why this service is necessary and the consequences of denial:

The San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise (WWE) relies heavily on the Distributed Control Systems (DCS) to manage its processes and maintain compliance with State issued regulatory permits. The DCS system is a critical tool, used by the Wastewater Plant Operations staff to maintain a high level of compliance with resource agency requirements, protect the health and safety of the Citizens of San Francisco and the waters of the San Francisco Bay and Pacific Ocean. The wastewater processes are very complex, requiring controls which can offer high accuracy, long-term stability and proven robustness in the toughest applications. If this request is denied, the WWE will be unable to maintain its DCS system and negatively affect the operation of the wastewater treatment system; resulting in an increased risk of non-compliance with regulatory permits and jeopardizing the health and safety of the citizens of San Francisco.

Supplemental Attachment A

PSC No. 47612-14/15

(DB-126)

1C. Has this service been provided in the past? If so, how? If the service was provided via PSC, provide the most recently approved PSC No. and upload a copy of the PSC.

The existing Southeast Plant (SEP) and Oceanside Plant (OSP) DCS consist of a Foxboro- Invensys system originally introduced to the market in 1987 and installed at OSP in 1992 and SEP in 1996 has been obsolete for more than ten years. The most recent personal services contract is PSC# 4092-10/11, which provided emergency technical support 24-hours a day, maintenance and remote monitoring of the DCS software and hardware modules, software patches and upgrades, and phased equipment upgrades at the Southeast and Oceanside Plants.

5B. Will the contractor train City and County employee?

Yes. Approximately 40 staff members in the following classes will need training on how to use the new DCS system:

~~7336 – Electronic Instrumentation Technicians~~

1042 – IS Engineers

1043 – Sr. IS Engineers

5203 – Assistant Electrical Engineer

5207 – Associate Electrical Engineer

5241 – Electrical Engineer

7334 – Stationary Engineer

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 01/21/2011 (30-day Union Notice)
03/01/2011 (PSC to DHR)

DEPARTMENT NAME: San Francisco Public Utilities Commission DEPARTMENT NUMBER 40

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

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

TYPE OF SERVICE: Invensys Distributed Control System (DCS) / Supervisory Control and Data Acquisition (SCADA) Software annual licensing fees and technical support services for Wastewater Enterprise (CS-171)

FUNDING SOURCE: Wastewater Revenue and Bond Funds

PSC AMOUNT: \$1,500,000 PSC DURATION: 07/01/2011 to 06/30/2016

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Licensing fees, software upgrade and technical support service for Distributed Control System (DCS) system for Wastewater Enterprise (WWE).

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

The Invensys/Foxboro is the current DCS system at all the WWE facilities. The DCS system was originally installed in 1991-92 and was upgraded in 2007. If the service is denied then WWE can not keep system up-to date to effectively manage the wastewater treatment systems. This can result in increased risk of non-compliance with regulatory permits and jeopardize the health and safety of the citizens of San Francisco.

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 been provided in the past on a quarterly basis and tech support on as-needed basis. The service was provided recently via PSC# 4031-10/11.

D. Will the contract(s) be renewed: **No**.

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

L21/ L1021
Union Name

Shamica Jackson
Signature of person mailing/faxing form

01/21/2011 (30-day Union Notice)
03/01/2011 (PSC to DHR)
Date

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4092-10/11

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Requires specialized knowledge of Invensys DCS and SCADA systems (hardware and software).

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:

Yes, Contractor will provide required software licenses, test software, and de-bug the software control logics.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because the software licenses for DCS system is a standard offerings by Invensys like other enterprise software from the companies like IBM, Oracle, and Microsoft etc. The DCS software system is a copyrighted intellectual property of Invensys and therefore it is not possible for WWE to upgrade the program codes and patches.

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

No. It would not be cost effective to adopt a new civil service class to develop new software that will require thousands of hours. Furthermore, since, DCS manufacturers only sale integrated package of software and hardware, it will not be possible for WWE to obtain necessary hardware to support the existing Invensys svstem.

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

Yes No

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

B. Will the contractor train City and County employees?

•One 7336, Electronic Instrumentation Technician and one 1042, IS Engineer will receive training up to 40 hrs/year each

•The training session will cover the software applicability as it relates to DCS maintenance and operation.

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:

Shamica Jackson

Signature of Departmental Personal Services Contract Coordinator

Shamica Jackson

415-554-0727

Print or Type Name

Telephone Number

1155 Market Street, 9th Floor

San Francisco, CA 94103

Address

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4098-09/10)

Type of Approval: [] Expedited [x] Regular [] Omit Posting

Type of Service: Financial Advisory Services for the Airport's Capital Financing Program

Funding Source: Revenue Bond & Airport Funds

PSC Original Approved Amount: \$12,500,000

PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)

PSC Mod#1 Amount: \$2,000,000

PSC Mod#1 Duration: 07/01/15-06/30/19 (4 years 1 day)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$14,500,000

PSC Cumulative Duration Proposed: 9 years 1 day

1. Description of Work

A. Scope of Work:

Financial advisory services to manage San Francisco International Airport's capital financing program, including a \$4.1 billion debt portfolio. Services include but are not limited to, financial, investment, swap and rebate advisory services. These services have saved over \$145 million through successful refinancing of some of the Airport's bonds during the past two years.

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

These services are required to ensure that bonds and other financial instruments are issued or refunded at the lowest possible interest cost and to create a market among investors. A portion of the proposed PSC amount, up to \$1.3 million per year, of \$6.5 million, will only be paid if bonds or debt instruments are sold in the financial markets, and this amount comes out of the bond proceeds. Denial of this service will prevent the successful sale(s) of these bonds and jeopardize the implementation of the Airport's future capital improvement plans.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes. PSC 4098-09/10

D. Will the contract(s) be renewed? Yes; it is anticipated that the need for such services will continue.

2. Union Notification: On 03/03/15, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Municipal Executive Association;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4098-09/10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

An excellent national reputation is needed to provide assurance and access to investors in the financial markets. The consultants must have knowledge and expertise in evaluating airport facility debt, identifying and analyzing financial alternatives, and developing financing plans for capital programs, taking into consideration the Airport's current debt structure, the impact on the Airport's rates and charges, the timing and cash flow requirements of projects, changes in tax law, and the conditions in the capital markets.

B. Which, if any, civil service class(es) normally perform(s) this work?
9255,9258,

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:

An objective evaluation of the Airport's financial standing by an outside entity is required by potential investors and the financial community before bonds or refinancing instruments can be accepted. Advice and financial services will only be needed if interest rates move in a direction that is advantageous for the Airport.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No; please see answer to Question 4A above.

5. Additional information (if "yes", attach explanation)

| | <u>YES</u> | <u>NO</u> |
|--|--------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? No. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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 PSC 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
ON 03/03/15 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfso.com

Address: P.O. Box 8097 San Francisco, CA 94128

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@fysfo.com
To: [Cynthia Avakian \(AIR\)](mailto:Cynthia.Avakian); L21PSCReview@ifpte21.org; camaguey@sfmea.com; staff@sfmea.com; [Yen Pang \(AIR\)](mailto:Yen.Pang); DHR-PSCCoordinator, [DHR \(HRD\)](mailto:DHR(HRD)); [Isen, Richard \(TIS\)](mailto:Isen, Richard)
Subject: Receipt of Modification Request to PSC # 4098-09/10 - MODIFICATIONS
Date: Tuesday, March 03, 2015 11:17:26 AM

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$2,000,000 for services for the period July 1, 2015 – June 30, 2019. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/4602>

Email sent to the following addresses: staff@sfmea.com camaguey@sfmea.com
L21PSCReview@ifpte21.org

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER Dept. Code: CON

Type of Request: Initial Modification of an existing PSC (PSC # 4075 08/09)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Independent Audit and Actuarial Services

Funding Source: Annual Appropriation Budget

PSC Original Approved Amount: \$9,000,000 PSC Original Approved Duration: 05/01/09 - 06/30/14 (5 years 8 we

PSC Mod#1 Amount: \$4,499,999 PSC Mod#1 Duration: 07/01/14-01/01/17 (2 years 26 weeks)

PSC Mod#2 Amount: \$4,000,000 PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$17,499,999 PSC Cumulative Duration Proposed: 7 years 35 weeks

1. Description of Work

A. Scope of Work:

Perform annual financial audit services and report on the financial statements for the City's Comprehensive Annual Financial Report (CAFR), the City's Single Audit, and departments/funds; perform other required compliance audits of grants, projects, and funds of other City departments; perform actuarial studies of the City's General Liability and Workers Compensation reserves; and perform additional audit procedures. (See Attachment A

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

The City is required to have annual financial and compliance audits and auditing services performed by independent public accounting firms in compliance with City Charter Sections 2.115 and 9.117, and federal Single Audit contract and grant provisions. Denial would prevent the City from complying with local and federal mandates. (See Attachment A, Section 5C, Legal Mandates for City Charter Sections 2.115 and 9.117)

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Services have been provided in the past through earlier PSC request. See 4075 08/09

D. Will the contract(s) be renewed? Yes, for a full contract term of seven (7) years.

2. **Union Notification:** On 02/23/15, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4075 08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Selected firm(s) must be Certified Public Accountants that has successfully provided Independent Audit Services to at least three (3) cities and/or counties, at least two (2) of which are located in California within the last five (5) years of the date of this RFP. The lead staff proposed to be assigned to the City's project(s) must individually have had a similar lead role on the two (2) California engagements in California. (see Attachment B for more info)

B. Which, if any, civil service class(es) normally perform(s) this work?

none,

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

No

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Per federal and local regulations, the work must be performed by independent Certified Public Accountants.

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

No. The work requires the services of independent Certified Public Accountants.

5. Additional information (if "yes", attach explanation)

| | <u>YES</u> | <u>NO</u> |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? N/A | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? See Attachment A, Section 5C, Legal Mandates for City Charter Sections 2 | <input checked="" type="checkbox"/> | <input 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 PSC contract with your department? 1) KPMG, LLP; (2) MGO; (3) Towers Watson (4) Williams, Adley & Comp | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 02/23/15 BY:

Name: Mary Hom Phone: 415-554-7536 Email: mary.hom@sfgov.org
Address: 1. Dr. Carlton B. Goodlett Place San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of mary.hom@sfgov.org
To: Hom, Mary (CON); Lopez, Ricardo (PDR); Basconillo, Katherine (PUC); Sandeep.lal@seiu1021.net; pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com; Wendy.Frigilliana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; iduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LIUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Hom, Mary (CON); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 4075 08/09 - MODIFICATIONS
Date: Monday, February 23, 2015 2:23:11 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The CONTROLLER -- CON has submitted a modification request for a Personal Services Contract (PSC) for \$4,000,000 for services for the period July 1, 2014

– January 1, 2017. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/4570>

Email sent to the following addresses: L21PSCReview@ifpte21.org richardisen@gmail.com staff@sfmea.com camaguey@sfmea.com

Additional Attachment(s)



MEMORANDUM

TO: DHR and CSC

FROM: Mary Hom, Sr. Contracts Analyst

DATE: 2/23/15

SUBJECT: 4075 08/09 5 years plus explanation memo

The Controller's Office requests that the contract cover seven years. The reason for our request is that with new external auditors there is a significant learning curve for their understanding and documenting CCSF, which a longer contract period permits them to recoup the costs of.

* **ADDITIONAL INFORMATION ON 1A, Concise description of proposed work:** Departments/Funds include: General City, Employees' Retirement System, San Francisco Redevelopment Agency and Financing Authority, Health Service System, San Francisco International Airport, Port of San Francisco, Public Utilities Commission, Municipal Transportation Agency, San Francisco General Hospital, Laguna Honda Hospital, Local Transportation Fund, Transportation Development Act Projects, Office of Criminal Justice Planning Grants, Department of Insurance Grants, and Department of Justice Grants.

ADDITIONAL INFORMATION ON SECTION 5:

* **5C. Legal Mandates**

SAN FRANCISCO CITY CHARTER SECTIONS

SEC. 2.115. FINANCIAL AUDIT.

The Board of Supervisors shall select a firm or firms of independent accountants to audit and report upon the annual financial statements of the City and County.

SEC. 9.117. ESTABLISHMENT OF AUDIT COMMITTEE OF THE BOARD OF SUPERVISORS.

On or before the operative date of this Charter and until this requirement is changed by the Board of Supervisors, the Board of Supervisors shall establish through its rules an Audit Committee.

The Audit Committee shall:

1. Maintain a direct and separate line of communication between the Board of Supervisors and the City and County's independent auditor;
2. Meet with the independent auditor to review the audited annual financial statement and the auditor's report on such matters as the quality and depth of management and compliance;
3. Recommend appropriate action to be taken by the Board of Supervisors to implement recommendations contained in the audit report;
4. Follow up, as necessary, to ensure that approved recommendations are promptly implemented; and
5. Perform other duties as assigned by the Board of Supervisors.

FEDERAL GOVERNMENT SINGLE AUDIT ACT OF 1984 (amended in 1996)

The federal government Single Audit Act of 1984 (as amended in 1996) established requirements for audits of states, local governments, and Indian tribal governments that administer Federal financial assistance programs. Under the guidelines set by the Executive Office of the President and the Office of Management and Budget, any non-federal entity that expends Federal awards must be audited. The guidelines are:

| | |
|------------------------|--|
| <u>Financial Audit</u> | Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. |
| <u>Single Audit</u> | Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in that year. |
| <u>Exemption</u> | When Federal awards expended are less than \$500,000. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO). |

* **5D. Federal Requirements**

See 5C. Any non-Federal entity that expends Federal awards must be audited by a public accountant firm or a Federal or local government audit organization, which meets the general standards specified in generally accepted government auditing standards (GAGAS). Internal auditors are excluded.

* **5F. Current Professional Services Contract**

The intent of this request is to allow the Controller's Office to bid out these services through an open, publicly advertised, and competitive process. Therefore, current contractors will also be eligible to bid on these services.

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Selected firm(s) must be Certified Public Accountants that has successfully provided Independent Audit Services to at least three (3) cities and/or counties, at least two (2) of which are located in California within the last five (5) years of the date of this RFP. The lead staff proposed to be assigned to the City's project(s) must individually have had a similar lead role on the two (2) California engagements in California. Firms must have experience in evaluating internal controls and accounting policies and procedures, including controls and procedures relating to the administration of federal, state and local grant programs. They must have experience designing audit plans and coordinating the performance of audit procedures, and perform compliance and financial statement audits.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [] Initial [X] Modification of an existing PSC (PSC # 4113 11/12)

Type of Approval: [] Expedited [X] Regular [] Omit Posting

Type of Service: Third party vendor administrative and other services for Healthy San Francisco (SF Health Care

Funding Source: General Fund

PSC Original Approved Amount: \$50,000,000

PSC Original Approved Duration: 07/01/12 - 06/30/14 (1 year 52 we

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 07/01/14-06/30/15 (1 year)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$50,000,000

PSC Cumulative Duration Proposed: 2 years 52 weeks

1. Description of Work

A. Scope of Work:

In July 2006, the San Francisco Board of Supervisors adopted the Health Care Security Ordinance, which charged DPH with the responsibility for developing a new health access program called Healthy San Francisco. This ordinance requires DPH to "coordinate with a third party vendor to administer program operations, including basic customer services, enrollment, tracking service utilization, billing and communication with the participants." (SF Administrative Code Sec. 14.2) DPH selected the San Francisco Health Plan (SFHP) as third party vendor. SFHP, operated by the San Francisco Community Health Authority, is a governmental entity created by the City in 1994 solely to serve as a health maintenance organization to increase access to health care for low and moderate income San Franciscans. As the third party vendor for HSF, SFHP: (1) assists in eligibility and enrollment functions, (2) manages participant fee billing and collection; (3) receives utilization data and develops utilization reports, (continued on attachment)

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

Healthy San Francisco (HSF) provides comprehensive, affordable health care to uninsured adults irrespective of employment status, immigration status or pre-existing medical conditions. SF PATH provides affordable health care to low-income adults under a new federally-supported program. If denied, continued successful operation of HSF and SF PATH will be jeopardized, resulting in reduced access to care to over 55,000 uninsured adult San Francisco residents currently participating in these two program.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Services have been provided in the past through earlier PSC request. See 4113 11/12

D. Will the contract(s) be renewed? Yes.

2. Union Notification: On 12/30/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Manage

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4113 11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Experience in providing health plan operations, such as a call center, quality improvement protocols, member services, provider network development and management, data and utilization analysis, enrollment, eligibility, experience in the development and implementation of a billing systems tied to employer participation, establishment and maintenance of medical reimbursement accounts, and experience in related outreach and communications. (Continued on attachment)

B. Which, if any, civil service class(es) normally perform(s) this work?

2903,2908,1053,1054,

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:

SFHP is uniquely qualified to provide these services, as it was established as a special entity to provide these functions and has many years experience, expertise, and systems already established to provide services for the Healthy Families, Healthy Kids and Healthy Workers programs. Its information systems have been adapted to provide an employer interface for the City Option (HSF or medical reimbursement account). (Continued on attachment)

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

Not at this time.

5. Additional Information (if "yes", attach explanation)

| | YES | NO |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? Please see attached Board of Supervisors resolution. | <input checked="" type="checkbox"/> | <input 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 PSC contract with your department? San Francisco Community Health Authority | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

ON 12/30/14 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street Room 307 San Francisco, CA 94102

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 4113 11/12 - MODIFICATIONS

dhr-psccordinator@sfgov.org on behalf of Hale, Jacquie (DPH)

Tue 12/30/2014 2:10 PM

Inbox

To: Hale, Jacquie (DPH) <jacquie.hale@sfdph.org>; Leah Berlanga <leah.berlanga@seiu1021.org>;
David Mkersten <davidmkersten@gmail.com>; Tiya Thlang <tiya.thlang@seiu1021.org>;
Ted Zarzecki <ted.zarzecki@seiu1021.net>; Ablood <ablood@cirseiu.org>; Xiumin Li <xiumin.li@seiu1021.org>;
Poon, SinYee (HSA) <sin.yee.poon@sfgov.org>; David Canham <david.canham@seiu1021.org>;
Joe Tanner <joe.tanner@seiu1021.net>; Larry Bradshaw <Larry.Bradshaw@seiu1021.org>;
L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; Brenda Mendieta <brenda_mendieta@sfdph.org>;
DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Isen, Richard (TIS) <richard.isen@sfgov.org>;

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period July 1, 2014 – June 30, 2015. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/4349>

Email sent to the following addresses: L21PSCReview@ifpte21.org
Larry.Bradshaw@seiu1021.org joe.tanner@seiu1021.net david.canham@seiu1021.org
Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org
ted.zarzecki@seiu1021.net tiya.thlang@seiu1021.org davidmkersten@gmail.com
leah.berlanga@seiu1021.org

Additional Attachment(s)

Attachment to PSC 4113-11/12

1. Description of Work

A. Scope of Work (Continued)

(4) communicates program information to participants, (5) handles external communications and outreach activities, (6) conducts provider network development and communication, (7) ensures reimbursement to non-DPH health care providers in network, (8) manages participation of employers and employees, (9) coordinates chronic care management/health promotion services, (10) oversees customer service and (11) provides other administrative functions. SFHP provides similar services for SF PATH, a federally-supported health care program for low-income adults which the Department launched in July 2011 as required under California's 1115 Medicaid Waiver.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: (Continued)

Vendor also has to have access to a comprehensive, integrated medical system, which includes primary care, hospitalization, specialty care, mental health, urgent care, health education and preventive care programs.

4. Why Classified Civil Service Cannot Perform

A Explain why civil service classes are not applicable: (Continued)

SFHP serves as the entity to which covered employers under HSF provide their contributions, and it has not only DPH as a key provider (through SFGH and DPH clinics), but also a significant network of community-based providers.

1 [Joint Powers Agreement with the San Francisco Health Authority.]

2
3 **Resolution approving Joint Powers Agreement with the San Francisco Health Authority**
4 **to create a Joint Powers Authority to operate the Non-Medi-Cal health plans currently**
5 **operated by the San Francisco Health Authority.**

6
7 WHEREAS, In 1994, the Legislature authorized the San Francisco Board of
8 Supervisors to establish a health authority as a separate legal entity to operate programs
9 involving health care services, including the authority to contract with the State of California to
10 serve as a health plan for Medi-Cal beneficiaries (Welfare and Institutions Code Section
11 14087.36); and

12 WHEREAS, In 1994, the Board of Supervisors established the San Francisco Health
13 Authority pursuant to the State statute in order to provide access to comprehensive health
14 care services for Medi-Cal beneficiaries and such other persons as the Health Authority
15 deems appropriate (San Francisco Administrative Code Section 69.1 *et seq*); and

16 WHEREAS, The governing body of the San Francisco Health Authority consists of 19
17 persons, 14 of whom are appointed by the Board of Supervisors; and

18 WHEREAS, the governing body of the San Francisco Health Authority includes, among
19 other members, the Director of Public Health, the Director of Mental Health, and appointees of
20 the Mayor and the San Francisco Health Commission; and

21 WHEREAS, The San Francisco Health Authority serves as a Knox-Keene licensed
22 HMO providing high quality health insurance to nearly 50,000 San Francisco residents and
23 workers through Medi-Cal and other programs; and

1 WHEREAS, The San Francisco Health Authority insures nearly one-quarter of all San
2 Francisco children, in part through the City-funded Healthy Kids and Young Adults program;
3 and

4 WHEREAS, The San Francisco Health Authority insures over 6,000 San Francisco In-
5 Home Supportive Services workers using City funding; and

6 WHEREAS, The State has passed legislation instituting a 6% tax on all of the operating
7 revenue of Medi-Cal plans, such as those operated by the San Francisco Health Authority,
8 which tax is called the Quality Improvement Fee (QIF) (Welfare and Institutions Code Section
9 14464.5); and

10 WHEREAS, If the QIF is applied to the San Francisco Health Authority, the result will
11 be a transfer to the State of over \$500,000 in mainly City funds in the next fiscal year and
12 even more in subsequent years, threatening the viability of the City-funded insurance
13 programs; and

14 WHEREAS, The negative effects of the QIF can be mitigated if a separate legal entity
15 is established to operate the San Francisco Health Authority's non-Medi-Cal programs such
16 as the Healthy Kids and Young Adults and Healthy Workers programs; and

17 WHEREAS, The San Francisco Health Authority and the City and County of
18 San Francisco may establish a separate Joint Powers Authority to operate the San Francisco
19 Health Authority's non-Medi-Cal programs through the execution of a Joint Powers
20 Agreement, pursuant to Government Code Section 6500 *et seq.*; and

21 WHEREAS, The proposed "Joint Powers Agreement Creating the San Francisco
22 Community Health Joint Powers Authority" (hereafter, "Agreement"), on file with the Clerk of
23 the Board of Supervisors in File No. _____, which is hereby declared to be a part of
24 this resolution as if set forth fully herein, would create a joint exercise of powers authority
25

1 ("Joint Powers Authority"), a separate legal entity that would operate the non-Medi-Cal
2 programs currently operated by the San Francisco Health Authority, including the Healthy
3 Families, Healthy Workers, and Healthy Kids and Young Adults programs, as well as any new
4 programs or lines of business that the Joint Powers Authority may develop; and

5 WHEREAS, The San Francisco Health Authority approved the Agreement on March 2,
6 2005 in Resolution No. 2005-1; and

7 WHEREAS, The proposed Agreement further provides that:

8 (i) The San Francisco Health Authority is designated as the party who will serve as
9 administrator to execute the provisions of the Agreement;

10 (ii) The City shall not provide any capital funds for the Joint Powers Authority, nor be
11 responsible for any operational or administrative costs incurred in fulfilling its purposes under
12 the Agreement;

13 (iii) The debts, liabilities, and obligations of the Joint Powers Authority do not constitute
14 the debts, liabilities, or obligations of any part to the Agreement, although the members may
15 separately contract for or assume such responsibility; and

16 (iv) The members of the governing body established to govern the San Francisco
17 Health Authority serve *ex officio* as the members of the governing body established to govern
18 the Joint Powers Authority; and

19 (v) The Joint Powers Authority is required to acquire such insurance protection as the
20 City's Risk Manager deems necessary to protect the interests of the members to the
21 Agreement; and

22 (vi) The Agreement may be terminated by the adoption of a resolution by either the
23 City or the San Francisco Health Authority; now, therefore, be it
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RESOLVED, That the Board of Supervisors hereby approves the Joint Powers Agreement with the San Francisco Health Authority to create a Joint Powers Authority to operate the Non-Medi-Cal health plans currently operated by the San Francisco Health Authority.



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails
Resolution

File Number: 050514

Date Passed:

Resolution approving Joint Powers Agreement with the San Francisco Health Authority to create a Joint Powers Authority to operate the Non-Medi-Cal health plans currently operated by the San Francisco Health Authority.

March 29, 2005 Board of Supervisors — ADOPTED

Ayes: 9 - Alioto-Pier, Ammiano, Dufty, Elsbernd, Ma, Maxwell, McGoldrick, Mirkarimi, Peskin

Excused: 2 - Daly, Sandoval

File No. 050514

I hereby certify that the foregoing Resolution was ADOPTED on March 29, 2005 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

04.01.05

Date Approved

Mayor Gavin Newsom

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS Dept. Code: DPW

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4063-11/12)

Type of Approval: [] Expedited [x] Regular [] Omit Posting

Type of Service: As - Needed Surveying Services

Funding Source: Interdepartmental Work Orders

PSC Original Amount: \$1,200,000
PSC Mod#1 Amount: \$600,000
PSC Mod#2 Amount: no amount added
PSC Mod#3 Amount: \$3,600,000
PSC Mod#4 Amount: \$1,800,000
PSC Mod#5 Amount: \$4,000,000
PSC Mod#6 Amount:
PSC Cumulative Amount Proposed: \$11,200,000

PSC Original Approved Duration: 01/02/12 - 01/02/16 (4 year)
PSC Mod#1 Duration: no duration added
PSC Mod#2 Duration: 01/03/16-06/06/16 (22 weeks 1 day)
PSC Mod#3 Duration: 06/07/16-01/02/20 (3 years 30 week)
PSC Mod#4 Duration: no duration added
PSC Mod#5 Duration: 01/03/20-01/02/21 (1 year 1 day)
PSC Mod#6 Duration:
PSC Cumulative Duration Proposed: 9 years 3 days

1. Description of Work

A. Scope of Work:

As needed land surveying duties such as a single, 2-person or 3-person crew to assist with topographic, boundary and construction surveys, photogrammetric work, laser 3D scanner field and office assistance and training, Autocad Civil 3D drafting, help with special projects (monumentation, Geographic Information System (GIS) mapping, Global Position Satellite (GPS) network, etc.). Bureau of Street Use and Mapping (BSM) -- Surveying Services anticipate awarding up to 12 as-needed contracts, each not to exceed 5 years.

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

Services are needed to assist DPW-BSM on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that could increase survey costs. Delays can also jeopardize or increase cost of projects... (please refer to original PSC attached in section 'Upload prior or similar approved PSC' for full description).

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, this service was previously approved through current PSC 4063-11/12

D. Will the contract(s) be renewed? Yes.

2. Union Notification: On 02/27/15, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4063-11/12

DHR Analysis/Recommendation: Commission Approval Required

DHR Approved for 04/06/2015

Civil Service Commission Action:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Various levels of expertise depending on specific project. Expected needs include chain person, instrument person, licensed land surveyor, persons with experience in laser scanning, GPS, GIS and Autocad Civil 3D drafting.

B. Which, if any, civil service class(es) normally perform(s) this work?

5216,5314,5312,5310,

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

Yes, they will supply additional surveying equipment (total stations, differential levels, GPS receivers, etc) and a laser 3D scanner.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Excessive fluctuating workloads. Services are needed to assist DPW-BSM on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources.

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

No, incoming survey work tends to fluctuate so there are times when we need to hire extra help to accommodate the overload. We do not want to turn work away due to lack of manpower. Also we often have large projects that are time sensitive requiring additional survey crews.

5. Additional Information (if "yes", attach explanation)

| | <u>YES</u> | <u>NO</u> |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? See attached explanation. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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 PSC 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

ON 02/27/15 BY:

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Tsang, Tiffany

From: Kim, Sung
Sent: Friday, February 27, 2015 8:29 AM
To: Tsang, Tiffany
Subject: FW: Receipt of Modification Request to PSC # 4063-11/12 - MODIFICATIONS

-----Original Message-----

From: dhr-psccordinator@sfgov.org [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of sung.kim@sfdpw.org
Sent: Friday, February 27, 2015 8:27 AM
To: Kim, Sung; richardisen@gmail.com; L21PSCReview@ifpte21.org; Ellenburg, Rochelle (DPW); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 4063-11/12 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a modification request for a Personal Services Contract (PSC) for \$4,000,000 for services for the period January 3, 2020 - January 2, 2021. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1189>

Email sent to the following addresses: L21PSCReview@ifpte21.org richardisen@gmail.com

Additional Attachment(s)

5(B). Will the contractor train City and County employees? Yes.

- Describe the training and indicate approximate number of hours.

Anticipate computer aided design and drafting (CADD) training for new releases of software.

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

All levels: Civil Services Classifications: 5216(Chief Surveyor), 5314(Surveyor Associate), 5312(Surveyor Assistant II), 5310 (Surveyor Assistant I) may require training. Anticipated training: 100 hours total.

PSC 4063-11/12 Mod 5 – As Needed Surveying Services

5.F. Will the proposed work be completed by a contractor that has a current PSC? If “yes” please include an explanation:

No, we will be going through the RFQ process to procure new consultants to perform as-needed surveying services.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: October 21, 2011

DEPARTMENT NAME: PUBLIC WORKS DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: As - Needed Surveying Services

FUNDING SOURCE: Project funds from interdepartmental work orders

PSC AMOUNT: \$1,200,000.00 PSC DURATION: 01/02/2012 - 01/02/2016

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

As needed land surveying duties such as a single, 2-person or 3-person crew to assist with topographic, boundary and construction surveys, photogrammetric work, laser 3D scanner field and office assistance and training, Autocad Civil 3D drafting, help with special projects (monumentation, GIS mapping, GPS network, etc.). BSM - Surveying Services anticipate awarding up to 12 as-needed contracts, each not to exceed 5 years.

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

** Services are needed to assist DPW-BSM on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that could increase survey costs. Delays can also jeopardize or increase cost of projects. At present, the City does not own laser scanning equipment. A project that requires scanning must be provided by an outside service provider.*

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):

Individual City Departments, BOE, Department of Recreation and Park, MTA, PUC have contracted with outside surveyors and engineers. By our direct contracting outside service providers, we can eliminate unnecessary cost, duplication of work, providing efficient service and a product that meets client needs.

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):

Local 21 Carina Corlas 10/21/11
Union Name Signature of person mailing/faxing form Date

Union Name Signature of person mailing/faxing form Date

RFP sent to Local 21, on _____, When available _____
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# _____
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Various levels of expertise depending on specific project. Expected needs include chain person, instrument person, licensed land surveyor, persons with experience in laser scanning, GPS, GIS and Autocad Civil 3D drafting.

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

Civil Services Classifications: 5216(Chief Surveyor), 5314(Surveyor Associate), 5312(Surveyor Assistant II), 5310 (Surveyor Assistant I).

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

Yes, they will supply additional surveying equipment (total stations, differential levels, GPS receivers, etc) and a laser 3D scanner. The city does not currently possess a laser scanner.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Excessive fluctuating workloads. Services are needed to assist DPW-BSM on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources.

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

No, incoming survey work tends to fluctuate so there are times when we need to hire extra help to accommodate the overload. We do not want to turn work away due to lack of manpower. Also we often have large projects that are time sensitive requiring additional survey crews.

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

- Describe the training and indicate approximate number of hours.

Anticipate CADD training for new releases of software.

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

All levels: Civil Services Classifications: 5216(Chief Surveyor), 5314(Surveyor Associate), 5312(Surveyor Assistant II), 5310 (Surveyor Assistant I) may require training. Anticipated training: 100 hours total.

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:

Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

(415) 554-6230

Print or Type Name

Telephone Number

875 Stevenson Street, Room 420

San Francisco, CA 94103

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS Dept. Code: DPW

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4085-08/09)

Type of Approval: [] Expedited [x] Regular ([] Omit Posting)

Type of Service: Geotechnical Engineering Services on an As-Needed Basis

Funding Source: Departmental Work Orders

Table with 2 columns: PSC Amount and PSC Duration. Rows include PSC Original Amount (\$3,000,000), PSC Mod#1-6 amounts and durations, and PSC Cumulative Amount Proposed (\$14,500,000).

1. Description of Work

A. Scope of Work:

Consultants will perform highly specialized geotechnical engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; supplemental testing such as seismic borehole logging, seismic refraction profiling, and corrosion testing and evaluation; preparing reports for new and existing building/bridge foundations; recommendations for designing foundation systems, excavation support and underpinning systems, retaining wall systems, embankments, and ground improvement such as grouting, deep soil mixing and dewatering; and other geotechnical/geological consultation related work. The Department of Public Works (DPW) intends to award three (3) or more as-needed contracts, each not to exceed \$1,000,000.

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

Services are needed to assist DPW on difficult or unique projects that require specialized geotechnical / geological engineering expertise beyond the capabilities of existing staff, and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs. DPW's responsiveness could also be negatively impacted for the mitigation of emergencies such as landslides or rockfalls.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, this service has been provided through current PSC 4085-08/09. We have been utilizing geotechnical exploration and laboratory testing on an as-needed basis for many years

D. Will the contract(s) be renewed? PSC will be renewed when a new solicitation is needed.

2. Union Notification: On 03/03/15, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4085-08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Requires licensed geotechnical engineers with expertise and familiarity with public works projects; expertise in current engineering and construction practices; familiarity with the natural geotechnical formation of San Francisco; and the ability to provide service to the City on short notice.

B. Which, if any, civil service class(es) normally perform(s) this work?
5207,5241,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes. The Contractor will provide appropriate field exploration and laboratory testing equipment.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classifications are applicable and City staff will be utilized when feasible. Consultants will only be contacted to meet abrupt scheduling demands when the workload exceeds City resources, or during the occurrence of emergency events. Such workload is expected to be seasonal but unpredictable (e.g., responding to landslide, rockfall or other emergencies at multiple locations).

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

No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations, such as those that may occur during landslides or rockfalls.

5. Additional Information (if "yes", attach explanation)

YES NO

- A. Will the contractor directly supervise City and County employee? YES NO
- B. Will the contractor train City and County employee? YES NO
- C. Are there legal mandates requiring the use of contractual services? YES NO
- D. Are there federal or state grant requirements regarding the use of contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 03/03/15 BY:

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Tsang, Tiffany (DPW)

From: DHR-PSCCoordinator, DHR (HRD)
Sent: Tuesday, March 03, 2015 9:56 AM
To: Tsang, Tiffany (DPW)
Subject: FW: Receipt of Modification Request to PSC # 4085-08/09 - MODIFICATIONS

-----Original Message-----

From: dhr-psccordinator@sfgov.org [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of sung.kim@sfdpw.org
Sent: Tuesday, March 03, 2015 9:55 AM
To: Kim, Sung (DPW); richardisen@gmail.com; L21PSCReview@ifpte21.org; Lim, Michelle (DPW); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 4085-08/09 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a modification request for a Personal Services Contract (PSC) for \$6,000,000 for services for the period January 1, 2017 - December 31, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3374>

Email sent to the following addresses: L21PSCReview@ifpte21.org richardisen@gmail.com

Additional Attachment(s)

PSC 4085-08/09 Mod 6 – Geotechnical Engineering Services on an As-Needed Basis

5.F. Will the proposed work be completed by a contractor that has a current PSC? If “yes” please include an explanation:

No, there will be a competitive RFQ process where the most qualified firms will be awarded the contracts.

For all PSCs if the duration request is 5 years or more, an explanation is required:

The demand for geotechnical services has been ongoing and increasing due to the number of projects requiring this service. We have already issued 2 pools of contracts in the past, each pool with 5 year contract terms. The City is looking to award a new pool of master contracts and will need to extend the duration of this PSC.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS Dept. Code: DPW

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4149-07/08)

Type of Approval: [] Expedited [x] Regular [] Omit Posting

Type of Service: Multi-Discipline Construction Management Services

Funding Source: Individual Project Funding

Table with 2 columns: PSC Original Approved Amount/Duration and PSC Mod# Amount/Duration. Includes cumulative totals for amount and duration.

1. Description of Work

A. Scope of Work:

Provide resident engineers, field engineers, inspectors, specialty engineers, office engineers, scheduling engineers, public outreach staff, construction management support, field office administrative staff, and supplemental construction services on an as needed basis for various types of engineering work on an as-needed basis and other as-needed services to be determined. The Department of Public Works (DPW) intends to award four (4) contracts for \$1,000,000 each.

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

Services are required to augment the workload of the Bureau of Construction Management (BCM) and to provide services to other departments in the City for many emergency jobs and short term/duration projects that sometimes require diverse skill and expertise. Denial would cause delays to construction projects, which may result in additional costs to the City.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, this service has been provided and approved on PSC 4149-07/08

D. Will the contract(s) be renewed? No

2. Union Notification: On 02/10/15, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4149-07/08

DHR Analysis/Recommendation: Commission Approval Required

Civil Service Commission Action:

DHR Approved for 04/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Licensed and/or certified resident engineers, field engineers, construction inspectors, specialty engineers, schedulers, estimators, office engineerse, claims specialist, with broad experience in managing construction projects, claims prevention, pre-construction suurvey/cost estimating, bid evaluation, scheduling analysis, value engineering, project control, and field inspection

B. Which, if any, civil service class(es) normally perform(s) this work?

5174,5201,5207,5211,5241,6318,5203,

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

Yes, if used in performance of contract and paid for by the City. Specialized field monitoring equipment and/or computer software may be provided.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Several positions do not exist in Civil Service: Scheduling Engineers, Cost Estimators, Claims Specialists, etc. Where applicable civil service classifications will be utilized; these contractual services will be used to augment City staff when there are peak loads on City staff's time or emergencies. Projects assigned on short term/duration on a part-time as-needed basis.

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

Yes. The City has been contracting out services for Cost Estimators and Scheduling Engineers and anticipates that these services will continue to be utilized.

5. Additional Information (if "yes", attach explanation)

| | <u>YES</u> | <u>NO</u> |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? 100 hours each in cost estimating and scheduling. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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 PSC 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

ON 02/10/15 BY:

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

Receipt of Union Notification(s)

Tsang, Tiffany

From: Kim, Sung
Sent: Tuesday, February 10, 2015 11:53 AM
To: Tsang, Tiffany
Cc: Lim, Michelle (DPW)
Subject: FW: Receipt of Modification Request to PSC # 4149-07/08 - MODIFICATIONS

Pls upload email when you get a chance. Thanks -

-----Original Message-----

From: dhr-psccordinator@sfgov.org [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of sung.kim@sfdpw.org
Sent: Tuesday, February 10, 2015 11:49 AM
To: Kim, Sung; richardisen@gmail.com; L21PSCReview@ifpte21.org; Lim, Michelle (DPW); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 4149-07/08 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a modification request for a Personal Services Contract (PSC) for \$4,800,000 for services for the period June 17, 2018 - February 21, 2021. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/537>

Email sent to the following addresses: L21PSCReview@ifpte21.org richardisen@gmail.com

Additional Attachment(s)

PSC 4149-07/08 – As-Needed Multi-Discipline Construction Management Services

For all PSC's if the duration requested is 5 years or more, an explanation is required:

This service needs to be extended because the current active contracts for Multi-Discipline Construction Management Services (MDCM) will be expiring this year. We are looking to award a total of 7 new contracts of which three (3) of these contracts will be for the Micro-LBE (Local Business Enterprise) Set Aside Program.

Reason for change of Union:

The original PSC 4149-07/08 was submitted to notify Unions Local 21 and SEIU 1021. However, starting from Mod#1 and moving forward, the administrative and clerical classifications listed (class 1406, 1408, 1424, 1426, 1630, 1632, and 1634) are not classes that typically perform this specialized field of work and should not be included on the PSC as civil service classes that normally perform this type of work. The classifications that most closely perform this field of work would be Engineer and Inspector classes in 5174, 5201, 5207, 5211, and 5241. Please note this has been revised on the original PSC entry on the DHR PSC submission portal.

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 24, 2008

DEPARTMENT NAME: PUBLIC WORKS DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: Multi-Discipline Construction Management Services

FUNDING SOURCE: Individual Project Funding

PSC AMOUNT: \$4,000,000.00 PSC DURATION: 6/16/08 - 6/16/13

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Provide resident engineers, field engineers, inspectors, specialty engineers, office engineers, scheduling engineers, public outreach staff, construction management support, field office administrative staff, and supplemental construction services on an as needed basis for various types of engineering work on an as-needed basis and other as-needed services to be determined. The Department of Public Works (DPW) intends to award four (4) contracts for \$1,000,000 each.

B. Explain why this service is necessary and the consequences of denial: Services are required to augment the workload of the Bureau of Construction Management (BCM) and to provide services to other departments in the City for many emergency jobs and short term/duration projects that sometimes require diverse skill and expertise. Denial would cause delays to construction projects, which may result in additional costs to the City.

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):

Previous contracts were awarded to: AGS Inc; CPM/TMI Joint Venture; Environmental & Construction Solutions; and PGH Wong Engineering, Inc., through PSC #4135-03/04, approved July 6, 2004.

D. Will the contract(s) be renewed: No

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 3-24-2008
Local 1021(790) Union Name Signature of person mailing/faxing form Date 3-24-2008

RFP sent to Local 21, 1021 Union Name on When available Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Licensed and/or certified resident engineers, field engineers, construction inspectors, specialty engineers, schedulers, estimators, office engineers, claims specialist, with broad experience in managing construction projects, claims prevention, pre-construction survey/cost estimating, bid evaluation, scheduling analysis, value engineering, project control, and field inspection

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

Resident Engineers are provided by the following Civil Service Classes: Administrative Engineer-5174, Junior Engineer-5201, Associate Engineer-5207, Senior Engineer -5211, Engineer-5241 and Mechanical Engineer-5256. Construction Inspection is provided by the following Classes: Construction Inspector-6318, Junior Engineer -5201, Assistant Engineer-5203. Administrative and clerical support by Civil Service Classes: 1406, Sr. Clerk; 1408, Principal Clerk; 1424, Clerk Typist; 1426, Sr. Clerk Typist; 1630, Account Clerk; 1632, Sr. Account Clerk; 1634, Principal Account Clerk.

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

Yes, if used in performance of contract and paid for by the City. Specialized field monitoring equipment and/or computer software may be provided.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Several positions do not exist in Civil Service: Scheduling Engineers, Cost Estimators, Claims Specialists, etc. Where applicable, civil service classifications will be utilized; these contractual services will be used to augment City staff when there are peak loads on City staff's time or emergencies. Projects assigned on short term/duration on a part-time as-needed basis.

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

Yes. The City has been contracting out services for Cost Estimators and Scheduling Engineers and anticipates that these services will continue to be utilized.

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

Yes No

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

B. Will the contractor train City and County employees?

- Describe the training and indicate approximate number of hours. *The training will be approximately 100 hours each in cost estimating and scheduling.*
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. – *Construction Inspectors and Resident Engineers – 10 to 20 each category.*

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? *Unknown. An RFP solicitation is in process to select new consultants.*

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

Gordon Choy
Signature of Departmental Personal Services Contract Coordinator

Gordon Choy

(415) 554-6230

Print or Type Name

Telephone Number

875 Stevenson Street, Room 420

San Francisco, CA 94103

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION Dept. Code: PUC

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4070-10/11)

Type of Approval: [] Expedited [x] Regular ([] Omit Posting)

Type of Service: Ocean Beach Master Planning Services - (CS-188/CS-271)

Funding Source: SFPUC General Fund

Table with 2 columns: Amount and Duration. Rows include PSC Original Approved Amount, PSC Mod#1-4 Amounts, and PSC Cumulative Amount Proposed.

1. Description of Work

A. Scope of Work:

The Ocean Beach Master Plan is the result of a two-year interagency planning process convened by San Francisco Planning and Urban Research (SPUR) in collaboration with the California State Coastal Conservancy, the San Francisco Public Utilities Commission (SFPUC), and the National Park Service.

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

This service is necessary because the SFPUC, the California State Coastal Conservancy, and the National Park Service have jointly funded and developed the Ocean Beach Master Plan, which incorporates public access, environment stewardship, infrastructure and coastal management services at Ocean Beach.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

This service is currently being provided by PSC No. 4070-10/11 (CS-271).

D. Will the contract(s) be renewed? No.

2. Union Notification: On 02/18/15, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4070-10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Understanding of regulatory and planning processes; ability to coordinate with multiple agencies; sustained public engagement; education of political decision-makers; ability to synthesize technical information from numerous field; Program Management, Project Management, Construction Management, Risk Management, Project Scheduling, Cost Controls, Cost Estimating, Labor and contract Relations.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes are not applicable because these services require broad institutional knowledge of the issues and history at Ocean Beach and ideally, participation in the development of the Master Plan.

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

No. The Ocean Beach Master plan is a unique project. There is no long term need for these services.

5. Additional Information (if "yes", attach explanation)

| | <u>YES</u> | <u>NO</u> |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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 PSC contract with your department? San Francisco Planning and Urban Research Association (SPUR) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 02/18/15 BY:

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

Address: 525 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of SJackson@swater.org
To: Jackson, Shamica; Lopez, Ricardo; Basconcillo, Kathy; Sandeep.lal@seiu1021.net;
pcamarillo_seiu@sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com;
Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org;
ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfdlocal798.org; cityworker@sfcwu.org;
davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pachell.net; ablood@cirseiu.org;
pkarinen@nccrc.org; tonv@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org;
smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduirtz@uapd.com; staff@sfmea.com;
mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us;
david.canham@seiu1021.org; joe.tanner@seiu1021.net; Larry.Bradshaw@seiu1021.org;
L21PSCReview@ifpte21.org; LIUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com;
camaguey@sfmea.com; ecdemvoter@aol.com; tiva.thlang@seiu1021.org; Jackson, Shamica; DHR-
PSCCoordinator, DHR; Isen, Richard
Subject: Receipt of Modification Request to PSC # 4070-10/11 - MODIFICATIONS
Date: Wednesday, February 18, 2015 5:04:58 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$150,000 for services for the period July 1, 2015 – June 30, 2018. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/4092>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present. Either you selected none or there is no email entered in the system by that particular union

Additional Attachment(s)



MEMORANDUM

DATE: February 10, 2015

TO: San Francisco Civil Service Commission

FROM: Alaric Degrafinried
Manager, Contract Administration Bureau

RE: Justification for duration 5 or more years
CS-271, PSC No. 4070 -10/11
Ocean Beach Master Planning Services

The San Francisco Public Utilities Commission (SFPUC) is requesting Personal Service Contract (PSC) authority to continue providing Ocean Beach Master Planning Services on behalf of the SFPUC. The Ocean Beach Master Plan incorporates public access, environmental stewardship, infrastructure and coastal management complexities surrounding Ocean Beach. These services will now extend beyond five (5) years. Therefore, pursuant to the Civil Service Commission policies and procedures, below please find a justification for this extended PSC request.

Beyond the initial interagency planning process, there is a need to have SPUR provide ongoing coordination, facilitation, public outreach and leadership services to keep the Ocean Beach Master Plan on schedule for another 24 months. Continued interagency coordination and communication with the California State Coastal Conservancy and the National Park Service requires the additional time as indicated in the table below.

| Original & Amendment Nos. 1-3 Duration | Amendment No. 4 Duration | Total Duration |
|--|--------------------------|-------------------|
| 4 years, 5 months | 2 years | 6 years, 5 months |

Thank you for consideration and should you have any questions please do not hesitate contact me at 415-551-4788.

Edwin M. Lee
Mayor

Ann Moller Caen
President

Francesca Vietor
Vice President

Vince Courtney
Commissioner

Anson Moran
Commissioner

Harlan L. Kelly, Jr.
General Manager



Supplemental Attachment A

PSC No. 4070-10/11

(CS-271)

1A. Description of Scope of Work

The Ocean Beach Master Plan is the result of a two-year interagency planning process convened by San Francisco Planning and Urban Research (SPUR) in collaboration with the California State Coastal Conservancy, the San Francisco Public Utilities Commission (SFPUC), and the National Park Service. The plan incorporates public access, environmental stewardship, infrastructure, and coastal management complexities surrounding Ocean Beach. The next phase of making progress at Ocean Beach is the development and implementation of the Ocean Beach Master Plan Phase 2 Coastal Management Agreement which incorporates recommendations included in the Master Plan. The services will include working with SFPUC, Army Corps, and GGNRA to develop an interim strategy for coastal protection over a 1-10 year time period; conduct Coastal Engineering Feasibility Studies; Design and Manage Coastal Protection Pilot Studies; develop and execute an Interagency Coastal Management Agreement; Interagency Coordination and Outreach; and, develop the Joint Open Space Management Plan.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 2013-08/09)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Behavioral health services in locked facilities

Funding Source: General fund, state and fed fund
PSC Original Approved Amount: \$70,000,000 PSC Original Approved Duration: 07/01/09 - 12/31/69 (0 sec)
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 07/01/14-12/31/14 (45 years 1 week)
PSC Mod#2 Amount: \$53,996,748 PSC Mod#2 Duration: 07/01/14-06/30/18 (3 years 25 weeks)
PSC Cumulative Amount Proposed: \$123,996,748 PSC Cumulative Duration Proposed: 9 years 1 day

1. Description of Work

A. Scope of Work:

Contractor will provide psychiatric care to adults and/or older adults in 24-hour licensed Skilled Nursing Facilities and/or locked adult facilities and/or Mental Health Rehabilitation Centers (MHRCs) for individuals with psychiatric, medical and/or behavior problems, as well as individuals with neurobehavioral diagnoses with a primary diagnosis of dementia, and who may be significantly physically disabled (e.g., requiring the use of a wheelchair, walker or cane and/or with hearing or speech impairment(s)). Admission is for San Francisco residents, primarily by direct placement from acute psychiatric inpatient unit(s).

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

Services are necessary to treat clients with psychiatric, medical and/or behavior problems, as well as clients with neurobehavioral diagnoses with a primary diagnoses of dementia. Severe and/ or chronically ill clients who are not treated expose the City to lawsuits and disallowance of funds by State for failing to expend funds within State legislative guidelines. The City does not have facilities that provide those services.

Denial of these services will result in an increase of harm to those clients and possibly to others, and may expose de City to lawsuits and disallowance of funds by the State for failing to expand funds within State guidelines.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Services have been provided in the past through earlier PSC request. See 2013-08/09

D. Will the contract(s) be renewed? Yes

2. Union Notification: On 08/06/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; Professional & Tech Engrs, Local 21; Physicians

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2013-08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/06/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractors must have a State-licensed and Commission-approved facility with trained and licensed staff as applicable to provide psychiatric care to adults and/or older adults in 24-hour licensed skilled nursing facilities and/or locked adult facilities and/or Mental Health Rehabilitation Center (MHRC) for individuals with psychiatric, medical and/or behavior problems, as well as for individuals with neurobehavioral diagnoses with a primary diagnosis of dementia, (See attachment)

B. Which, if any, civil service class(es) normally perform(s) this work?

2230,2232,2822,2110,2305,2320,2328,2574,2910,2920,2930,2706,

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

Yes. The contractors will provide services in licensed and approved facilities, as required by State law.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

While SFGH is the largest provider of acute psychiatric care and the only San Francisco provider of psychiatric emergency care, including inpatient psychiatric units which are culturally and ethnically focused, and is able to provide the needed services in 59 beds at the San Francisco Behavioral Health Center (SFMHC) on the SFGH campus for these patients who have complex, sub-acute medical problems in addition to their primary psychiatric diagnosis, (please see attachment)

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

No, civil service classes already exist and are utilized to provide a portion of these services at the San Francisco Behavioral Health Center on the SFGH campus.

5. Additional Information (if "yes", attach explanation)

| | <u>YES</u> | <u>NO</u> |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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 PSC contract with your department? Crestwood Behavioral Health Services | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

ON 08/06/14 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
To: [Hale, Jacquie \(DPH\)](mailto:Hale.Jacquie@DPH); leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; [Poon, SinYee \(HSA\)](mailto:Poon.SinYee@HSA); david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; [DHR-PSCCoordinator, DHR \(HRD\)](#); [Isen, Richard \(TIS\)](#)
Subject: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS
Date: Wednesday, August 06, 2014 8:33:16 AM

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$53,996,748 for services for the period July 1, 2014

– June 30, 2018. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3768>

Email sent to the following addresses: jduritz@uapd.com

L21PSCReview@ifpte21.org

Larry.Bradshaw@seiu1021.org tiya.thlang@seiu1021.org joe.tanner@seiu1021.net

david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org

ablood@cirseiu.org davidmkersten@gmail.com leah.berlanga@seiu1021.org

From: Hale, Jacquie (DPH)
To: Poon, SinYee (HSA) (DSS)
Cc: davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Re: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS
Date: Thursday, March 19, 2015 2:37:00 PM

Ms. Poon,

Thank you. We remain willing to meet with SEIU, but need to continue with the process for this PSC so that we may continue services under these contracts. These services are for people for whom we are obligated provide care who have a mental illness (such as dementia) requiring treatment in a locked facility, a facility which the City does not have. I believe that we have responded all of your concerns regarding the process and documents related to this PSC. We have requested that this PSC be calendared for the next Civil Service Commission meeting. If SEIU does want to meet about this PSC, please let me know what further questions you might have so that we might be able to resolve them to the extent possible.

Thank you,

Jacquie Hale

Director, DPH Office of Contracts Management and Compliance
101 Grove Street, Room 307 / San Francisco, CA 94102
(415) 554-2609 / Jacquie.Hale@SFDPH.org / fax: (415) 554-2555

This e-mail is not a secured data transmission for Protected Health Information (PHI) as defined by the Healthcare Portability and Accountability Act (HIPAA), and it is the responsibility of all parties involved to take all reasonable actions to protect this message from non-authorized disclosure. This e-mail is intended for the recipient only. If you receive this e-mail in error, you should notify the sender and destroy the e-mail immediately. Disclosure of the information contained herein could subject to discloser to civil or criminal penalties under state and federal privacy laws.

From: Poon, SinYee (HSA) (DSS)
Sent: Monday, March 16, 2015 12:49 PM
To: Hale, Jacquie (DPH)
Cc: davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Good Afternoon, Ms. Hale.

I am attaching immediately below, the email exchange I had with Ms. Mendieta. I received no response from anyone from DPH since my last message on August 7, 2014. So, thank you for forwarding the PSC 2013-08/09 (not just the modification). I will take a look and forward onto our DPH staff. Please note that we did not request a meeting since we were still awaiting the clarification.

Sin Yee Poon
HSA Chapter President
SEIU, Local 1021
(415) 557-6328

From: Poon, SinYee (HSA)
Sent: Thursday, August 07, 2014 9:28 AM
To: Mendieta, Brenda (DPH)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Sorry, Brenda.

Let me clarify the request for PSC 2013-08/09 form(s).

There should have been an original 2013-08/09 PSC summary form (Form 1) when this PSC was approved (last August?). We would like to see this PSC form.

Then, there should be a new Form 1 for this modification that you will have to create (see the link in my message below).

Can you first forward the 2013 PSC summary form (Form 1) from last year (when it was approved)?

Sin Yee Poon
HSA Chapter President
SEIU, Local 1021
(415) 557-6328

From: Poon, SinYee (HSA)
Sent: Thursday, August 07, 2014 9:03 AM
To: Mendieta, Brenda (DPH)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Thank you, Brenda, for the PSC 2013-04/05. (I do have some issues with it that I will discuss with our DPH folks first.) Do you want me to forward this PSC form to the whole group, or do you want to do that?

For the current PSC form, on the bottom of the database Modification page, there is a link to create the PSC Form 1 for the current modification. It looks like this:

Link to create PDF Forms

Top of Form

Bottom of Form

Top of Form

Bottom of Form

There is a draft PSC Form I there already but it is incomplete and has many glaring errors. You have to create and complete this form as part of the process. (The form has to be submitted to the Civil Service Commission for approval.)

You can call me if you have other questions, if that is easier.

Sin Yee Poon
HSA Chapter President
SEIU, Local 1021
(415) 557-6328

From: Mendieta, Brenda (DPH)
Sent: Thursday, August 07, 2014 7:43 AM
To: Poon, SinYee (HSA)
Cc: Hale, Jacquie (DPH)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

I am attaching PSC 2013-04/05 as requested.

Can you tell me which PSC summary form 1 for the current modification is?

We were told to enter everything into the database for new PSC's and modifications.

Brenda

From: Hale, Jacquie (DPH)
Sent: Monday, March 16, 2015 12:26 PM
To: Poon, SinYee (HSA) (DSS)
Cc: leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiva.thiang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Ms. Poon,

Please note that we have not calendared the above PSC modification for Civil Service Approval

since your email below of August 6, 2014, and we have not heard from SEIU to request a meeting about this PSC. In August of 2014 you requested that the Department put "a hold" on this PSC. While we have not actively held up this PSC while waiting for SEIU to request a meeting, we also have not proceeded due to delays in approval of the contracts under this PSC by the Board of Supervisors.

We must now continue the process and request that this PSC be calendared for hearing at the April 6, 2015, meeting of the Civil Service Commission. While we remain willing to meet about this PSC upon request, please note that if you have considered this PSC to be held by the Department pending further requests from SEIU, such hold is no longer in effect. These are critical services—mental health services for people who require such services in a locked facility—and the City has no such facility, so we must proceed and so inform DHR, as it has directed, prior to COB tomorrow. If you wish to review current documents related to this PSC, you may go to:

<http://apps.sfgov.org/dhrdrupal/node/3768>

Please also accept this email as a response to your email of August 6, 2014, to Brenda Mendieta of our office. In that email, you stated to me:

"1. You stated that there were 2 modifications to this PSC. Please provide the original PSC request (2013-04/05) in the PSC summary form (i.e. PSC Form 1). 2. The SEIU Collective Bargaining Agreement states that: Non-Prop J (Personal Services Contracts) 111. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or sixty (60) days prior to the submission of a non-Prop J (personal services contract) request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any non-Prop J (personal services contracts), including a copy of the draft personal services contract summary form, where such services could potentially be performed by represented classifications. [Emphasis added] Please provide the copy of the PSC summary form (i.e. PSC Form 1) for the current modification."

Please note that PSC 2013-04/05 is not the "original" or initial request for PSC 2013-08/09. It is the immediately previous PSC, which, of course, is required to be provided as part of the PSC request for approval process. The services included under PSC 2013-08/09, for behavioral health services in locked facilities, were included as a subset of the immediately previous PSC 2013-04/05, but were "unbundled," creating PSC 2013-08/09.

As you may know, DHR database users may generate their own PSC 1 form directly from the database by scrolling to the bottom of the screen and clicking on the "Please review Modification 1 Form for accuracy" button. This generates a Word document populated from the database, which is what now constitutes the PSC 1 form.

You also noted that the historical PSC should not have been represented as "expedited," as the contracts clearly exceed the threshold. We feel that this is an anomaly in terminology related to the change in PSC policies and procedures begun in late 2013, since previously, "administrative approvals" (by DHR only, not the Commission) were at times labeled "expedited." DPH staff entered the historical PSC information as it was approved at the time it was approved, i.e.,

historically. We agree that under current policies and procedures, this would be considered a "regular" approval, which is reflected in our entry in the database for the modification for which we are requesting approval. (The immediately previous PSC 2013-04/05, included the award of these contracts among other awards, and was approved as "Continuing.")

Thank you,

Jacque
(415) 554-2609

From: Poon, SinYee (HSA)
Sent: Wednesday, August 06, 2014 10:07 AM
To: Hale, Jacquie (DPH); Hale, Jacquie (DPH); leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Good Morning, Jacquie.

Please hold this PSC for clarifications.

This PSC contracts out psychiatric care in 24-hour skilled nursing, and/or locked facilities, and MHRCs.

Concise Description of Proposed Work:

Contractor will provide psychiatric care to adults and/or older adults in 24-hour licensed Skilled Nursing Facilities and/or locked adult facilities and/or Mental Health Rehabilitation Centers (MHRCs) for individuals with psychiatric, medical and/or behavior problems; as well as individuals with neurobehavioral diagnoses with a primary diagnosis of dementia; and who may be significantly physically disabled (e.g., requiring the use of a wheelchair, walker or cane and/or with hearing or speech impairment(s)). Admission is for San Francisco residents, primarily by direct placement from acute psychiatric inpatient unit(s).
for a cumulative total of:

Cumulative Total:
\$123,996,748

It says it is an "expedited" request, but it cannot be "expedited" when the original request was for \$70,000,000 and the cumulative total is \$123,996,748.

The link also says that Original PSC is:

Original PSC Number (if the original PSC is not in the system, you need to create it first):
2013-08/09

but this link to 2013-08/09 goes to a page that states:

Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission):

These services were previously approved and are currently accessed through PSC 2013-04/05 (mental health and substance abuse services)

which would mean that 2013-08/09 is not the "original PSC." but the original PSC 2013-04/05 is not attached.

Additionally, the PSC form appears to be unfinished and contains many errors (see attached). It says:

PSC Original Approved Duration: 07/01/09 - 12/31/69 (0 sec)
PSC Mod#1 Duration: 07/01/14-12/31/14 (45 years 1 week)

It's not clear what other errors are contained in this form.

Please provide the clarifications before continuing the processing of this PSC request.

Thank you.

Sin Yee Poon
HSA Chapter President
SEIU, Local 1021
(415) 557-6328

-----Original Message-----

From: dhr-psccordinator@sfgov.org [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of jacquie.hale@sfdph.org

Sent: Wednesday, August 06, 2014 8:32 AM

To: Hale, Jacquie (DPH); leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA); david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L2IPSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$53,996,748 for services for the period July 1, 2014

-- June 30, 2018. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3768>

Email sent to the following addresses: jduritz@uapd.com L2IPSCReview@ifpte21.org Larry.Bradshaw@seiu1021.org tiya.thlang@seiu1021.org joe.tanner@seiu1021.net david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com leah.berlanga@seiu1021.org

Choi, Suzanne (HRD)

From: Hale, Jacquie (DPH)
Sent: Wednesday, March 18, 2015 12:31 PM
To: Jeff Duritz
Cc: Poon, SinYee (HSA) (DSS); davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS
Attachments: Crestwood Agrmt Amend No 2.pdf; MHM Agrmt Amend No 2.pdf

Jeff,

The contracts are available in the database, and are also attached. There are two contracts, Crestwood Behavioral Health and Mental Health Management I, Inc. dba Canyon Manor. The most recent amendment for each is attached.

Thank you,

Jacquie Hale
Director, Office of Contracts Management and Compliance
San Francisco Department of Public Health
101 Grove Street, Room 307/San Francisco, CA 94102
Phone: (415) 554-2609/Fax: (415) 554-2555
Jacquie.Hale@SFDPH.org

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From: Jeff Duritz [mailto:jduritz@uapd.com]
Sent: Monday, March 16, 2015 1:43 PM
To: Hale, Jacquie (DPH)
Cc: Poon, SinYee (HSA) (DSS); davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: Re: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Also on August 6, I requested a copy of the current contract, because the PSC Form 1 says the proposed work will be completed by a contractor that has a current PSC with DPH. Can the Department provide this?

On Mon, Mar 16, 2015 at 1:20 PM, Hale, Jacquie (DPH) <jacquie.hale@sfdph.org> wrote:

I think if you will re-read my email from earlier today it will answer your questions below. I'm in meetings all afternoon, so if you still have questions, please let me know and I'll respond. Thanks.

Jacquie

From: Poon, SinYee (HSA) (DSS)
Sent: Monday, March 16, 2015 12:49 PM
To: Hale, Jacquie (DPH)
Cc: davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thiang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)

Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Good Afternoon, Ms. Hale.

I am attaching immediately below, the email exchange I had with Ms. Mendieta. I received no response from anyone from DPH since my last message on August 7, 2014. So, thank you for forwarding the PSC 2013-08/09 (not just the modification). I will take a look and forward onto our DPH staff. Please note that we did not request a meeting since we were still awaiting the clarification.

Sin Yee Poon
HSA Chapter President
SEIU, Local 1021
[\(415\) 557-6328](tel:(415)557-6328)

From: Poon, SinYee (HSA)
Sent: Thursday, August 07, 2014 9:28 AM
To: Mendieta, Brenda (DPH)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Sorry, Brenda.

Let me clarify the request for PSC 2013-08/09 form(s).

There should have been an original 2013-08/09 PSC summary form (Form I) when this PSC was approved (last August?). We would like to see this PSC form.

Then, there should be a new Form I for this modification that you will have to create (see the link in my message below).

Can you first forward the 2013 PSC summary form (Form I) from last year (when it was approved)?

Sin Yee Poon
HSA Chapter President
SEIU, Local 1021
(415) 557-6328

From: Poon, SinYee (HSA)
Sent: Thursday, August 07, 2014 9:03 AM
To: Mendieta, Brenda (DPH)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Thank you, Brenda, for the PSC 2013-04/05. (I do have some issues with it that I will discuss with our DPH folks first.) Do you want me to forward this PSC form to the whole group, or do you want to do that?

For the current PSC form, on the bottom of the database Modification page, there is a link to create the PSC Form I for the current modification. It looks like this:

Link to create PDF Forms

Top of Form

Bottom of Form

Top of Form

Bottom of Form

There is a draft PSC Form 1 there already but it is incomplete and has many glaring errors. You have to create and complete this form as part of the process. (The form has to be submitted to the Civil Service Commission for approval.)

You can call me if you have other questions, if that is easier.

Sin Yee Poon
HSA Chapter President
SEIU, Local 1021
(415) 557-6328

From: Mendieta, Brenda (DPH)
Sent: Thursday, August 07, 2014 7:43 AM
To: Poon, SinYee (HSA)
Cc: Hale, Jacquie (DPH)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

I am attaching PSC 2013-04/05 as requested.

Can you tell me which PSC summary form 1 for the current modification is?

We were told to enter everything into the database for new PSC's and modifications.

Brenda

From: Hale, Jacquie (DPH)

Sent: Monday, March 16, 2015 12:26 PM

To: Poon, SinYee (HSA) (DSS)

Cc: leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)

Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Ms. Poon,

Please note that we have not calendared the above PSC modification for Civil Service Approval since your email below of August 6, 2014, and we have not heard from SEIU to request a meeting about this PSC. In August of 2014 you requested that the Department put "a hold" on this PSC. While we have not actively held up this PSC while waiting for SEIU to request a meeting, we also have not proceeded due to delays in approval of the contracts under this PSC by the Board of Supervisors.

~~We must now continue the process and request that this PSC be calendared for hearing at the April 6, 2015,~~ meeting of the Civil Service Commission. While we remain willing to meet about this PSC upon request, please note that if you have considered this PSC to be held by the Department pending further requests from SEIU, such hold is no longer in effect. These are critical services—mental health services for people who require such services in a locked facility—and the City has no such facility, so we must proceed and so inform DHR, as it has directed, prior to COB tomorrow. If you wish to review current documents related to this PSC, you may go to: <http://apps.sfgov.org/dhrdrupal/node/3768>

Please also accept this email as a response to your email of August 6, 2014, to Brenda Mendieta of our office. In that email, you stated to me:

"1. You stated that there were 2 modifications to this PSC. Please provide the original PSC request (2013-04/05) in the PSC summary form (i.e. PSC Form 1). 2. The SEIU Collective Bargaining Agreement states that: Non-Prop J (Personal Services Contracts) 111. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or sixty (60) days prior to the submission of a non-Prop J (personal services contract) request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any non-Prop J (personal services contracts), including a copy of the draft personal services contract summary form, where such services could potentially be performed by represented classifications. [Emphasis

added] Please provide the copy of the PSC summary form (i.e. PSC Form 1) for the current modification.”

Please note that PSC 2013-04/05 is not the “original” or initial request for PSC 2013-08/09. It is the immediately previous PSC, which, of course, is required to be provided as part of the PSC request for approval process. The services included under PSC 2013-08/09, for behavioral health services in locked facilities, were included as a subset of the immediately previous PSC 2013-04/05, but were “unbundled,” creating PSC 2013-08/09.

As you may know, DHR database users may generate their own PSC 1 form directly from the database by scrolling to the bottom of the screen and clicking on the “Please review Modification 1 Form for accuracy” button. This generates a Word document populated from the database, which is what now constitutes the PSC 1 form.

You also noted that the historical PSC should not have been represented as “expedited,” as the contracts clearly exceed the threshold. We feel that this is an anomaly in terminology related to the change in PSC policies and procedures begun in late 2013, since previously, “administrative approvals” (by DHR only, not the Commission) were at times labeled “expedited.” DPH staff entered the historical PSC information as it was approved at the time it was approved, i.e., historically. We agree that under current policies and procedures, this would be considered a “regular” approval, which is reflected in our entry in the database for the modification for which we are requesting approval. (The immediately previous PSC 2013-04/05, included the award of these contracts among other awards, and was approved as “Continuing.”)

Thank you,

Jacque

(415) 554-2609

From: Poon, SinYee (HSA)

Sent: Wednesday, August 06, 2014 10:07 AM

To: Hale, Jacquie (DPH); Hale, Jacquie (DPH); leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thiang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)

Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Good Morning, Jacquie.

Please hold this PSC for clarifications.

This PSC contracts out psychiatric care in 24-hour skilled nursing, and/or locked facilities, and MHRCs.

Concise Description of Proposed Work:

Contractor will provide psychiatric care to adults and/or older adults in 24-hour licensed Skilled Nursing Facilities and/or locked adult facilities and/or Mental Health Rehabilitation Centers (MHRCs) for individuals with psychiatric, medical and/or behavior problems; as well as individuals with neurobehavioral diagnoses with a primary diagnosis of dementia, and who may be significantly physically disabled (e.g., requiring the use of a wheelchair, walker or cane and/or with hearing or speech impairment(s)). Admission is for San Francisco residents, primarily by direct placement from acute psychiatric inpatient unit(s).

for a cumulative total of:

Cumulative Total:

\$123,996,748

It says it is an "expedited" request, but it cannot be "expedited" when the original request was for \$70,000,000 and the cumulative total is \$123,996,748.

The link also says that Original PSC is:

Original PSC Number (if the original PSC is not in the system, you need to create it first): 2013-08/09

but this link to 2013-08/09 goes to a page that states:

Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission):

These services were previously approved and are currently accessed through PSC 2013-04/05 (mental health and substance abuse services)

which would mean that 2013-08/09 is not the "original PSC." but the original PSC 2013-04/05 is not attached.

Additionally, the PSC form appears to be unfinished and contains many errors (see attached). It says:

PSC Original Approved Duration: 07/01/09 - 12/31/69 (0 sec)

PSC Mod#1 Duration: 07/01/14-12/31/14 (45 years 1 week)

It's not clear what other errors are contained in this form.

Please provide the clarifications before continuing the processing of this PSC request.

Thank you.

Sin Yee Poon

HSA Chapter President

SEIU, Local 1021

(415) 557-6328

-----Original Message-----

From: dhr-psccordinator@sfgov.org [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of jacquie.hale@sfdph.org

Sent: Wednesday, August 06, 2014 8:32 AM

To: Hale, Jacquie (DPH); leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)

Subject: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$53,996,748 for services for the period July 1,

2014

-- June 30, 2018. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3768>

Email sent to the following addresses: jduritz@uapd.com L21PSCReview@ifpte21.org
Larry.Bradshaw@seiu1021.org tiya.thlang@seiu1021.org joe.tanner@seiu1021.net
david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org
davidmkersten@gmail.com leah.berlanga@seiu1021.org

--
Jeff Duritz
Organizer/Representative

Union of American Physicians and Dentists
180 Grand Avenue, Suite 1380, Oakland, CA 94612
510-839-0193 (office)
510-763-8756 (fax)
www.uapd.com

Additional Attachment(s)




City and County of San Francisco

San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

DATE: March 11, 2015

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, DPH PSC Coordinator 

RE: PSC 2013-08/09 Behavioral Health Services in Locked Facilities

This is to request that the above Personal Services Contract (PSC) be requested to be calendared for the April 6, 2015, meeting of the Civil Service Commission, and to provide information that may be helpful in considering that request. These services are urgently needed and we need to continue with the contract certification process so that we may continue to provide care to patients/clients/consumers.

Services needed. The services needed under this PSC are for inpatient mental health services for patients/consumers/clients who require care in a locked facility, including an Institute for Mental Disease (IMD), for which it is necessary to contract out, as the City does not have such a facility. These are longstanding contracts for which the need is expected to continue, as we anticipate that we will continue to be obligated to provide these services and that people in San Francisco will continue to need them.

Contracts awarded. The two contracts awarded under this PSC continue to be with Crestwood Behavioral Health Services and Mental Health Management I, Inc. dba Canyon Manor. Contract copies have been provided to SEIU and UAPD, and are available in the PSC database.

Board approval. Both have been submitted to and approved by the Board of Supervisors and the Mayor, through the resolutions noted above. (Board of Supervisors approval was required under the Charter, as both contracts exceed \$10 million.)

Union notification. Please note that SEIU Local 1021, IFPTE Local 21 (as specified in current MOUs) and UAPD 8cc (as a courtesy) were notified of this PSC on August 14, 2014, based on the broad range of classifications that would be needed if the City were, in fact, to establish such a locked facility.

Historical Information in PSC Database. In the attached correspondence, Ms. Sin Yee Poon of SEIU and Mr. Jeff Duritz of UAPD have noted that the historical PSC should not have been represented as "expedited," as the contracts clearly exceed the threshold. We feel that this is an

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org -- office 415-554-2509 fax 415 554-2555

101 Grove Street, Room 307, San Francisco, CA 94102

Suzanne Choi, DHR PSC Coordinator

March 11, 2015

Page 2 of 2

anomaly related to the change in PSC policies and procedures, as previously "administrative approvals" (by DHR only, not the Commission) were at times labeled "expedited." DPH staff entered the historical PSC information as it was approved at the time it was approved, i.e., historically. We agree that under current policies and procedures, this would be considered a "regular" approval, which is reflected in our entry in the database for the modification for which we are requesting approval. (The immediately previous PSC 2013-04/05, included the award of these contracts among other awards, and was approved as "Continuing.")

Original vs. Previous PSC. Ms. Poon also states that we have incorrectly identified PSC 2013-08/09 as the original PSC, and that the original PSC should have been identified as PSC 2013-04/05. We agree that having both the current and immediately previous PSCs coincidentally assigned the same PSC number is potentially confusing. However, the current PSC is, in fact, 2013-08/09, which addresses only behavioral health services in locked facilities, and the immediately previous PSC which also included awards related to behavioral health services in locked facilities, in addition to other types of behavioral health services, was 2013-04/05. Both are attached and available in the PSC database.

Meeting with SEIU. Also in the attached correspondence, Ms. Poon requests that the PSC be put "on hold" and informs us that we may expect to be contacted by SEIU to meet to discuss this PSC, if we have not already been contacted. While these contracts have had a lengthy approval process with voluminous related emails, I cannot find that a meeting has actually been requested.

However, at this writing, the Department is exchanging many other emails with SEIU to schedule two meetings to discuss 10 other PSCs. Some of the staff expected to be present to provide information on those PSCs may also be able to provide information on this PSC. If that is not sufficient, we remain willing to meet and to provide additional information specific to this PSC on request.

I hope this information is helpful. Of course, please let me know if you need further information. Thank you for your time and consideration.

/jh

From: Hale, Jacquie (DPH)
To: Poon, SinYee (HSA) (DSS)
Cc: leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xlumin.ii@seiu1021.org; david.canham@seiu1021.org; joe.fanner@seiu1021.net; tiva.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; iduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Iseu, Richard (TIS)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS
Date: Monday, March 16, 2015 12:26:00 PM

Ms. Poon,

Please note that we have not calendared the above PSC modification for Civil Service Approval since your email below of August 6, 2014, and we have not heard from SEIU to request a meeting about this PSC. In August of 2014 you requested that the Department put "a hold" on this PSC. While we have not actively held up this PSC while waiting for SEIU to request a meeting, we also have not proceeded due to delays in approval of the contracts under this PSC by the Board of Supervisors.

We must now continue the process and request that this PSC be calendared for hearing at the April 6, 2015, meeting of the Civil Service Commission. While we remain willing to meet about this PSC upon request, please note that if you have considered this PSC to be held by the Department pending further requests from SEIU, such hold is no longer in effect. These are critical services—mental health services for people who require such services in a locked facility—and the City has no such facility, so we must proceed and so inform DHR, as it has directed, prior to COB tomorrow. If you wish to review current documents related to this PSC, you may go to:

<http://apps.sfgov.org/dhrdupal/node/3768>

Please also accept this email as a response to your email of August 6, 2014, to Brenda Mendieta of our office. In that email, you stated to me:

"1. You stated that there were 2 modifications to this PSC. Please provide the original PSC request (2013-04/05) in the PSC summary form (i.e. PSC Form 1). 2. The SEIU Collective Bargaining Agreement states that: Non-Prop J (Personal Services Contracts) 111. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or sixty (60) days prior to the submission of a non-Prop J (personal services contract) request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any non-Prop J (personal services contracts), including a copy of the draft personal services contract summary form, where such services could potentially be performed by represented classifications. [Emphasis added] Please provide the copy of the PSC summary form (i.e. PSC Form 1) for the current modification."

Please note that PSC 2013-04/05 is not the "original" or initial request for PSC 2013-08/09. It is the immediately previous PSC, which, of course, is required to be provided as part of the PSC request for approval process. The services included under PSC 2013-08/09, for behavioral health services in locked facilities, were included as a subset of the immediately previous PSC 2013-04/05, but were "unbundled," creating PSC 2013-08/09.

As you may know, DHR database users may generate their own PSC 1 form directly from the database by scrolling to the bottom of the screen and clicking on the "Please review Modification 1 Form for accuracy" button. This generates a Word document populated from the database, which is what now constitutes the PSC 1 form.

You also noted that the historical PSC should not have been represented as "expedited," as the contracts clearly exceed the threshold. We feel that this is an anomaly in terminology related to the change in PSC policies and procedures begun in late 2013, since previously, "administrative approvals" (by DHR only, not the Commission) were at times labeled "expedited." DPH staff entered the historical PSC information as it was approved at the time it was approved, i.e., historically. We agree that under current policies and procedures, this would be considered a "regular" approval, which is reflected in our entry in the database for the modification for which we are requesting approval. (The immediately previous PSC 2013-04/05, included the award of these contracts among other awards, and was approved as "Continuing.")

Thank you,

Jacque
(415) 554-2609

From: Poon, SinYee (HSA)
Sent: Wednesday, August 06, 2014 10:07 AM
To: Hale, Jacquie (DPH); Hale, Jacquie (DPH); leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; jduritz@uapd.com; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)
Subject: RE: Receipt of Modification Request to PSC # 2013-08/09 - MODIFICATIONS

Good Morning, Jacquie.

Please hold this PSC for clarifications.

This PSC contracts out psychiatric care in 24-hour skilled nursing, and/or locked facilities, and MHRCs.

Concise Description of Proposed Work:

Contractor will provide psychiatric care to adults and/or older adults in 24-hour licensed Skilled Nursing Facilities and/or locked adult facilities and/or Mental Health Rehabilitation Centers (MHRCs) for individuals with psychiatric, medical and/or behavior problems, as well as individuals with neurobehavioral diagnoses with a primary diagnosis of dementia, and who may be significantly physically disabled (e.g., requiring the use of a wheelchair, walker or cane and/or with hearing or speech impairment(s)). Admission is for San Francisco residents, primarily by direct placement from acute psychiatric inpatient unit(s).

for a cumulative total of:

Cumulative Total:
\$123,996,748

It says it is an "expedited" request, but it cannot be "expedited" when the original request was

Attachment to 2013-08/09 Mod

Explanation of 5 years plus

These services are core medical or health care services for which we expect a continued need.

PERSONAL SERVICES CONTRACT SUMMARY

2013-08/09 Continued

3. A. Specify Required Skills/Expertise (Continued)

Contractors must have a State-licensed and Commission-approved facility with trained and licensed staff as applicable to provide psychiatric care to adults and/or older adults in 24-hour licensed skilled nursing facilities and/or locked adult facilities and/or Mental Health Rehabilitation Center (MHRC) for individuals with psychiatric, medical and/or behavior problems, as well as for individuals with neurobehavioral diagnoses with a primary diagnosis of dementia, (See attachment) who also may be significantly physically disabled (e.g., requiring the use of a wheelchair, walker or cane and/or with hearing or speech impairments).

4A: Explain why civil service classes are not applicable:

While SFGH is the largest provider of acute psychiatric care and the only San Francisco provider of psychiatric emergency care, including inpatient psychiatric units which are culturally and ethnically focused, and is able to provide the needed services in 59 beds at the San Francisco Behavioral Health Center (SFMHC) on the SFGH campus for these patients who have complex, sub-acute medical problems in addition to their primary psychiatric diagnosis, the County does not have the capacity, infrastructure or facilities to meet the volume of need for this level of care

Crestwood Behavioral Health Services Amendment No. 2

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of this 1st day of July, 2014, in San Francisco, California, by and between **Crestwood Behavioral Health, Inc.** ("Contractor"), and the **City and County of San Francisco**, a municipal corporation ("City"), acting by and through its Director of Public Health.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the contract and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated October 1, 2008, Contract Number BPHM09000045, between Contractor and City, as amended by this second amendment.

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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

a. **Section 2. Term of the Agreement currently reads as follows:**

2. **Term of the Agreement**

Subject to Section 1, the initial term of this Agreement shall be from **October 1, 2008 to December 31, 2014.**

The City shall have the sole discretion to exercise the following options pursuant to RFP-1-2008 dated January 29, 2008 to extend the Agreement term:

- Option 1: July 1, 2013 - June 30, 2014
- Option 2: July 1, 2014 - June 30, 2015
- Option 3: July 1, 2015 - June 30, 2016
- Option 4: July 1, 2016 - June 30, 2017
- Option 5: July 1, 2017 - June 30, 2018

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

2. Term of the Agreement

Subject to Section 1, the initial term of this Agreement shall be from **October 1, 2008 to June 30, 2018.**

b. Section 5. Compensation of the Agreement currently reads as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Fifty One Million Seven Hundred Twenty Eight Thousand One Hundred Fifty One Dollars (\$51,728,151). 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 Department of Public Health 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.

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Eight Six Million Two Hundred Sixteen Thousand Eight Hundred Sixty Dollars (\$86,216,860). 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 Department of Public Health 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.

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

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

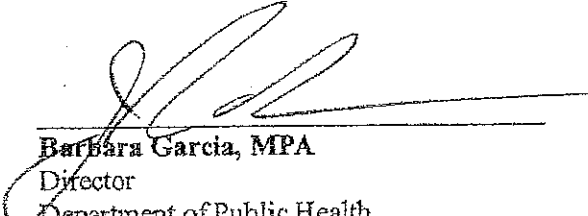
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

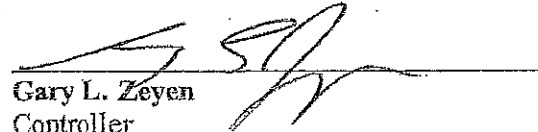
CONTRACTOR

Recommended by:

**CRESTWOOD BEHAVIORAL HEALTH,
INC.**



Barbara Garcia, MPA
Director
Department of Public Health

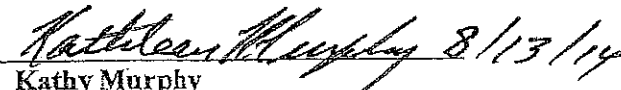


Gary L. Zeyen
Controller
520 Capitol Mall, Suite 800
Sacramento, CA 95814

Approved as to Form:

City vendor number: 47860

Dennis J. Herrera
City Attorney

By: 

Kathy Murphy
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

1. **Crestwood Behavioral Health, Inc.**
 520 Capitol Mall Ste. 800
 Sacramento CA 95814
 Telephone: (916) 471-2244/ Facsimile: (916) 471-2212

2. **Nature of Document:**

New Renewal Modification

3. **Goal Statement**

The program goal at each Crestwood Facility is to provide innovative, recovery-based programs and maximize each individual's functional capacity fostering self-care and return to the highest level of independent living possible in the community. In addition, San Francisco Department of Public Health agrees to provide for those residents with specialized needs, medical and/or pharmaceutical supplies at its own expense patients placed upon authorization of the San Francisco Department of Public Health Placement Program into facilities designated by SF.Placement authorization. This requires the specific approval of the Director of Placement.

4. **Target Population**

San Francisco residents admitted to Crestwood facilities recognized as IMD or licensed as MHRC will be 18 years to 64 years and have an Axis I DSM-IV psychiatric diagnosis. San Francisco residents admitted to Crestwood facilities licensed as a SNF and not having IMD designation will be 18 years of age and above and will have an Axis I DSM-IV psychiatric diagnosis. San Francisco residents admitted to Crestwood Fremont or Crestwood Idylwood Neurobehavioral units will have a primary diagnosis of dementia and will be covered under Appendix A unless specifically identified by Community Behavioral Health Services (CBHS) Director of Placement as covered under this Appendix.

Individuals who suffer exclusively from developmental disability, mental retardation, dementia, or physical illness without a psychiatric component will not be considered for admission to Crestwood Facilities with the exception of the Crestwood Idylwood Neurobehavioral beds for primary diagnosis of dementia.

If a San Francisco resident on voluntary status or private conservatee is referred by the Long Term Care Program to Crestwood, an addendum to the admission agreement will be signed by private conservator or voluntary resident in advance of admission indicating that voluntary individual or private conservator will comply with CMHS' utilization management decisions regarding the individual's readiness to move to a lower level of care.

5. **Modality(ies)/Interventions**

Crestwood programs operate under a recovery/psycho-social rehabilitation model. The focus of the program is to assist each consumer to build strengths, self-reliance, and independence as well as improving the physical health of consumers.

In the MHRC and community based services level support is provided by staff, the consumer is responsible for maintaining both personal and shared space while in the program. It is

through self-efficacy, independence, and ownership of the program that the consumer gains the skills, support, and confidence to transition toward living in the community. They are involved in the writing of their own treatment goals and are expected to participate in the treatment program.

Consumers are encouraged to be active participants and are encouraged to reach their highest potential of independence, self-sufficiency, and satisfaction. The program provides a structure of support and education, which gives the consumer an opportunity to manage and modify symptoms and behaviors that impact stability, as well as provide a strengthening of their natural support system. The program utilizes the healing arts, life skills, and pre-vocational training as guides and opportunities for greater self expression, self confidence, and meaningful accomplishments. The goal is successful community re-entry.

At the SNF/non IMD 24 hour skilled nursing care is provided with registered nurses on site 24 hours per day. We provide comprehensive psychiatric and behavioral evaluation and related services, as well as neurobehavioral services. Physical, occupational, and speech therapies (including swallowing rehabilitation) are available. We provide skilled nursing care for comprehensive wound management, complex medical cases, and complicated/traumatic orthopedic and rehabilitation.

6. Methodology

Crestwood Behavioral Health, Inc. offers comprehensive mental health services at all of its facilities, from short-term skilled stabilization, recovery and rehabilitation services to extended support services.

Each facility has a unique profile, offering different services (depending on the facility program) to assist each client in maximizing their wellness.

Program basic services include; Life skill training, money management, Wellness Recovery Action Planning, training on accessing community services, transitional programs, discharge planning, access to required medical treatment, up-to-date pharmacology, transportation to needed off-site services, bi-lingual programming, and psycho-social rehabilitation groups and classes.

A. Describe program outreach, recruitment and advertisement:

Crestwood Behavioral Health Inc. utilizes their web site www.crestwoodbehavioralhealth.inc and newsletter to provide outreach, recruitment, promotion and advertisement. All outreach efforts are conducted in a culturally and linguistically competent manner, based on the demographics of each region.

B. Describe your program's admission, enrollment, and/or intake criteria and process:

Crestwood B H, Inc. currently has a non-centralized intake system. This provides the discharge team and the Crestwood clinical staff an opportunity to explore the potential admission with a variety of programs to provide the highest level of efficacy.

There are, on occasion, referrals that are denied by all of the CBHI programs. We utilize a central intake system where San Francisco can refer the clients that have been denied at the existing

programs to a central intake system. The central intake system will evaluate the referral for appropriate placement within the Crestwood system. Together with San Francisco, Crestwood will determine what level of care the client requires prior to admission.

Crestwood will coordinate with San Francisco General Hospital and San Francisco Mental Health to determine the level of services needed for each referral. Once the client is accepted to a Crestwood facility, central intake is no longer involved. Transportation, dates of arrival, etc. will be handled together by a representative of San Francisco and the individual facility that has accepted the client.

The facility administrator shall be accessible to San Francisco County Mental Health staff as needed throughout the admission process and treatment.

The Crestwood system of services shall provide an opportunity for consumers to be transferred from within the Crestwood system of programs to a higher or lower level of care as needed with the approval of the San Francisco DMH liaison. The transfer to a higher level of care for psychiatric or medical stabilization will not require that the person be sent back to SFGH, however, there may times when the stabilization needs are too great for a Crestwood facility and transfer to SFGH may be required.

The focus of the movement from within the Crestwood system will be directed to reintegration to the community whenever possible with attention focused on community living skill development and vocational preparation with the support of Dreamcatchers Empowerment Network. Consumers will be supported in their transition to the community by Crestwood staff, and this support may be expanded to include case management services continued post discharge as needed.

Every effort will be made to accept and treat all San Francisco referred clients while maintaining the overall safety of clients already in Crestwood facilities and the integrity of Crestwood programs. There may be cases where clients are refused by all Crestwood programs. In these cases, individual case conferences may be scheduled between San Francisco and Crestwood to determine if there is any way to accommodate the referral.

San Francisco residents admitted to Crestwood Fremont or Crestwood Idylwood Neurobehavioral units will have a primary diagnosis of dementia and will be covered under Appendix A@ unless specifically identified by Community Behavioral Health Services (CBHS) Director of Placement as covered under this Appendix.

Individuals admitted to any of the Crestwood facilities may also have concomitant medical problems and/ or have physical impairments requiring special needs that might include the use off a wheelchair, walker, or cane; individuals admitted to Crestwood may also have vision and/or hearing loss, or speech impediment.

Crestwood will primarily admit San Francisco residents directly from acute psychiatric inpatient units.

The Director of CBHS Placement or his/her designee will authorize referrals to Crestwood facilities into contracted beds. All such referrals will have been approved for locked psychiatric SNF, MHRC or community care licensed level of care.

Each San Francisco resident admitted to the Crestwood facilities into a contract bed will be reviewed every thirty (30) days by CMHS Utilization Review Nurse, who will monitor ongoing treatment and progress toward treatment goals including discharge as soon as clinically appropriate.

C. Describe your program's service delivery model and how each service is delivered, e.g. phases of treatment, hours of operation, length of stay, locations, of service delivery, frequency and duration of service, strategies for service delivery, wrap-around services, etc.

The programs at Crestwood Behavioral Health operate under a recovery based/ psycho-social rehabilitation model that holds the standard that all individuals can achieve a sense of personal satisfaction and lead a meaningful life, regardless of their diagnosis or circumstances.

The licensed nursing clinical staff shall provide the following:

- History and physical examination
- Admission note
- Weekly assessment note regarding effectiveness of treatment, issues related to ADLs,
- Medical needs and interventions documentation
- Admission orientation and documentation
- Examination of conservatorship documentation and adherence to the specifications.
- Admission psycho-social assessment
- Recreation assessment
- Monthly and quarterly assessment of strengths, needs, abilities and

The clinical program staff shall provide:

- Preferences and documentation.
- Support and documentation related to the clients participation in the treatment program provided at the facility and in the community.
- Individual support sessions with the clinical staff on the clients strengths, needs, abilities, and preferences, including the clients goals and progress
- Discharge/transition assessment, identification of obstacles to community re-entry and plan to provide support to facilitate a successful community re-entry plan.
- Linkage with community resources
- Dual recovery support and linkage to community dual recovery services
- Special treatment interventions with identified discipline related to provision of the care, including dual recovery, Cognitive Behavior Therapy, Dialectical Behavior Therapy, expressive arts, medical interventions, counseling and family therapy. These shall be provided through the treatment team and facility resources including consultants.
- Discharge planning including coordination with the CBHS Linkage Staff, conservator, physician and pharmacy and potential community placements.
- Wellness Recovery Action Plan (WRAP)

Length of stay and hours of service:

Each program has a specific length of stay, based on the target population and program interventions. All programs are 24 hours services.

Locations:

Crestwood Behavioral Health currently serves clients in the following programs -

- | | |
|-------------|------------------------|
| Alameda | Redding |
| Angwin | Sacramento |
| Bakersfield | San Jose |
| Eureka | Solano - Our House and |
| Fremont | Livingquest |
| Idylwood | Stockton |
| Modesto | |

Our services are diverse and we are able to accommodate individuals with unique and challenging behavioral health issues.

D. Describe your program’s exit criteria and process, e.g. successful completion, step- down process to less intensive treatment programs, aftercare, discharge planning.

Each program has distinct criteria for discharge/exit based on their target population. Discharge support services: Discharge/transition assessment, identification of obstacles to community re-entry and plan to provide support to facilitate a successful community re-entry plan. Crestwood provides linkage with community resources, dual recovery support and linkage to community dual recovery services.

Crestwood provides discharge planning including referrals to lower levels of care, coordination with the CBHS Linkage Staff, conservator, physician and pharmacy and potential community placements.

Social work documentation shall begin at point of admission with updates based on evaluation of resident’s functional capacity. Documentation shall be relevant to resident’s treatment goals and plans. Barriers to discharge will be identified and interventions that will address and/or resolve those barriers will be documented.

CBHS Linkage Staff, working in the Placement Program, and SPR staff will interface on a regular basis with Crestwood social services staff regarding the discharge readiness of residents.

When requested to make a resident ready for discharge or transfer, the facility will prepare all paperwork for resident discharge and make all arrangements within five (5) working days of receipt of written or verbal request from conservator, CBHS Linkage/Placement staff, or SPR staff.

Crestwood will notify Director of CBHS Placement or his/her designee by fax or telephone on the day of discharge of any San Francisco resident.

Crestwood will send medication and prescription information with resident upon discharge.

Need for Acute Hospitalization

In the event that the Crestwood facility(s) staff determines that a San Francisco resident should return to the acute hospital sector, the following procedures will be observed:

- 1) Emergency returns during working hours, Monday-Friday: refer to Psychiatric Emergency Return of San Francisco Residents Placed in out-of-county L-facilities (Manual No 3.03.3).
- 2) Non-emergency returns: an authorization is necessary from the Director of CBHS Placement or his/her designee.
- 3) Off-hour emergency returns: The CBHS Placement Director must be notified on the next working day of any emergency returns made during non-business hours.
- 4) The bed of any patient referred to the acute hospital will be held for seven (7) days pending his/her return.
- 5) There is an understanding and agreement by contractor that any patient returned to PES or SFGH for acute treatment will be returned ASAP. When the patient no longer meets the medical necessity criteria for acute inpatient according to Title IX, the referring facility will be expected to accept the patient back into their facility in a timely manner that does not require administrative days.

E. Staffing:

Each facility has separate and distinct staffing allocations which meet all requirement of Title 22 for SNF/STP, Title 9 and Commission of Accreditation of Rehabilitation Facilities for MHRC's and Title 22 and Commission of Accreditation of Rehabilitation Facilities for community care programs.

Facility staff shall include as required by specific licensure:

- Medical Director
- Director of Nursing Services
- Internist
- Psychiatrist
- Registered Nurses
- Licensed Psychiatric Technicians and Licensed Vocational Nurse
- Mental Health Workers
- Service coordinator/Case manager
- Peer Provider
- Recreation, Music, Art or dance Therapist
- Quality Assurance Supervisor

All staff shall perform duties specific to their professional scope of licensure or specific training.

Attending psychiatrist's court testimony when required and following conditions must be met:

- a. Be fully prepared, i.e., review resident chart prior to proceedings
- b. Appear on time and sit through the hearing process in order to provide expert testimony in resident's case
- c. In case of inability to attend, sufficient notice must be given by the psychiatrist. If time does not permit mailing notice, then the notice must be faxed to the mental health court.

The attending psychiatrist must make a note at least every thirty-(30) days that addresses:

1. Resident's current level of functioning, addressing all 5 Axis
2. Description of resident's behaviors that present as an obstacle to discharge.
3. Behavioral assessment of current behavioral barriers effecting discharge potential
4. Documentation to support significant changes in functioning level, progress/regression.
5. Specific justification as to why resident needs to remain at current level of care.
6. Document current dose of medication(s).
7. Resident's response to medication(s).
8. Resident's compliance with medication(s).
9. Resident's use of PRN medication.
10. Notes shall reflect physician's use of laboratory results to determine adjustment to medication(s).
11. There shall be evidence of a monthly assessment and update

Nursing Staff: Nursing staff must make a note at least every seven- (7) days that addresses:

1. Nursing management of the resident specific to problems identified in the resident's treatment plan.
2. Areas of the resident's ADL's requiring nursing intervention and frequency of that intervention.

Program Staff:

1. Resident's attendance and participation in STP will be documented in resident's chart.
2. Resident will receive at least weekly individual sessions with STP group leader to discuss STP goals and progress.

7. Objectives and Measurements

A. Performance/Outcome Objectives

1. Crestwood facilities licensed as MHRC or as SNF and designated, as IMD will not return more than three (2) San Francisco residents per month to PES.

Measurement: (1) The Long Term Care Director will be notified in advance of each situation involving a return to PES. (2) The facility will maintain a log of all patients transferred to PES and submit quarterly to Director of CBHS Placement.

2. Crestwood facilities licensed as SNF and not designated as IMD will not return more than three (3) San Francisco residents per fiscal year to PES.

Measurement: (1) The CBHS Placement Director will be notified in advance of each situation involving a return to PES. (2) The facility will maintain a log of all patients transferred to PES and submit quarterly to Director of CBHS Placement.

3. Crestwood facilities licensed as MHRC or those designated as IMD, in conjunction with the CBHS Utilization Review Nurse, will provide at a weekly meeting an updated list of San Francisco residents who are:

- a. Discharge ready and being referred for placement
- b. Have discharge potential within the next 90 days or
- c. Reside on an "enhanced or higher acuity bed/unit" and are ready to step-down to a "regular bed/unit"

Measurement: Written report submitted to CBHS Placement Director.

4. Crestwood facilities in conjunction with the CBHS Utilization Review Nurse, will identify, on a regular basis, obstacles to discharge for San Francisco residents who are not discharge ready or have discharge potential within 90 days.

Measurement: Written report submitted to CBHS Placement Director

5. A case conference involving Crestwood facilities treatment staff, CBHS Utilization Review Nurse, LPS Conservator, CBHS Linkage Social Worker and/or SPR staff shall be held at the point a San Francisco resident has been at any Crestwood facility for twelve (12) months. A case conference update will be held each six (6) months thereafter until individual is successfully discharged.

Measurement: A written summary of case conference will be provided to the CBHS Placement Director.

6. Crestwood facilities will ensure that a Continuous Quality Improvement (CQI) process is in place that focuses on the facility's utilization management, including length of stay.

Individual facility's medical staff will participate in a peer review process and peer review activities will be reported quarterly.

Each facility will participate in quality of care (critical incident) conferences involving San Francisco residents.

Measurement: Facility will submit CQI reports to CBHS on a quarterly basis.

7. Each Crestwood facility will provide a faxed individualized census report to the CBHS Director of Placement each Monday including holidays that will include the following elements:

- a. Current census broken down by patient type
- b. New admits since previous Monday
- c. Discharges since previous Monday
- d. Transfers to acute since previous Monday
- e. Bed holds
- f. Other activity/information

Measurement: CBHS Director of Placement will receive Completed fax each Monday before noon.

8. Each Crestwood facility will provide a completed Placement Tracking form with each new admission and discharge. This form is to be faxed to the CBHS Director of Placement within 24-hour of the resident status change.

Measurement: the CBHS Director of Placement will receive Completed Placement Tracking form with each San Francisco resident admission, transfer and discharge.

9. There is an understanding and agreement by contractor that any patient returned to PES or SFGH for acute treatment will be returned ASAP. When the patient no longer meets the medical necessity criteria for acute inpatient according to Title IX, the referring Crestwood facility will be expected to accept the patient back into their facility in a timely manner that does not require administrative days.

8. Continuous Quality Improvement

Crestwood facilities will ensure that a Continuous Quality Improvement Process, which is CARF accredited, is in place that focuses on the facility's utilization management, including length of stay.

Individual facility's medical staff will participate in a peer review process and peer review activities will be reported quarterly.

Each facility will participate in quality of care (critical incident) conferences involving San Francisco residents.

Measurement: Facility will submit Quality Improvement reports to CBHS on a semi-annual basis.

**Appendix B
Calculation of Charges**

I. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices which include General Fund monies.

(1) Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates:

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget:

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

2. **Program Budgets and Final Invoice**

A. Program Budgets are listed below and are attached hereto.

Appendix B-1 Crestwood Rates

B. **COMPENSATION**

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Eight Six Million Two Hundred Sixteen Thousand Eight Hundred Sixty Dollars (\$86,216,860) for the period of October 1, 2008 through June 30, 2018.

CONTRACTOR understands that, of this maximum dollar obligation, \$5,139,448 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these appendices in compliance with the instructions of the Department of Public Health. These appendices shall apply only to the fiscal year for which they were created. These appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

| | |
|--------------------------------|---------------------|
| October 1, 2008-June 30, 2009 | \$4,739,976 |
| July 1, 2009-June 30, 2010 | \$7,704,785 |
| July 1, 2010-June 30, 2011 | \$8,071,785 |
| July 1, 2011-June 30, 2012 | \$8,044,700 |
| July 1, 2012-June 30, 2013 | \$8,422,801 |
| July 1, 2013-June 30, 2014 | \$8,818,673 |
| July 1, 2014-December 31, 2014 | \$4,409,337 |
| January 1, 2015-June 30, 2015 | \$4,409,336 |
| July 1, 2015-June 30, 2016 | \$8,818,673 |
| July 1, 2016-June 30, 2017 | \$8,818,673 |
| July 1, 2017-June 30, 2018 | \$8,818,673 |
| | <u>\$81,077,412</u> |
| contingency | <u>\$5,139,448</u> |
| Total | \$86,216,860 |

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. No costs or 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 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

Mental Health Management I, Inc. dba Canyon Manor

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of this 1st day of July, 2014, in San Francisco, California, by and between **Mental Health Management, Inc., dba Canyon Manor** ("Contractor"), and the **City and County of San Francisco**, a municipal corporation ("City"), acting by and through its Director of Public Health.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the contract and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated October 1, 2008, Contract Number BPHM09000042, between Contractor and City, as amended by this second amendment.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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

a. Section 2 Term of the Agreement currently reads as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from October 1, 2008 to December 31, 2014.

The City shall have the sole discretion to exercise the following options pursuant to RFP-1-2008 dated January 29, 2008 to extend the Agreement term:

Option 1: July 1, 2014 - June 30, 2015

Option 2: July 1, 2015 - June 30, 2016

Option 3: July 1, 2016 - June 30, 2017

Option 4: July 1, 2017 - June 30, 2018

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

2. Term of the Agreement

Subject to Section 1, the initial term of this Agreement shall be from October 1, 2008 to June 30, 2018.

b. **Section 5. Compensation of the Agreement currently reads as follows:**

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Twenty Six Million, Five Hundred Thirty Thousand Eight Hundred Forty-Seven Dollars (\$26,530,847). 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 Department of Public Health 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.

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed Thirty One Million Two Hundred Thirty Four Thousand, Eight Hundred Forty Seven Dollars (\$31,234,847). 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 Department of Public Health 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.

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

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

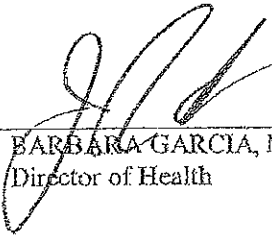
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first referenced above.


CITY

CONTRACTOR

Recommended by:

Mental Health Management Inc., dba Canyon Manor


BARBARA GARCIA, MPA
Director of Health


Date 8/6/14

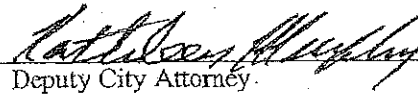
RICHARD EVATZ
Executive Director
655 Canyon Road
Novato, CA 94948

Date 7/29/14

Approved as to Form:

DENNIS J. HERRERA
City Attorney

City vendor number: 12323

By:  Deputy City Attorney / Date 8/13/14

Approved:

JACI FONG
Director Office of Contract
Administration and Purchaser

Date

Appendix B
Calculation of Charges

I. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices which include General Fund monies.

(1) Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates:

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget:

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon execution of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto.

Appendix B-I Mental Health Management, Inc., dba Canyon Manor Cost Report Data Collection (CRDC) Form

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Thirty One Million Two Hundred Thirty Four Thousand, Eight Hundred Forty Seven Dollars (\$31,234,847) for the period of October 1, 2008 through June 30, 2018.

CONTRACTOR understands that, of this maximum dollar obligation, \$1,547,819 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY'S Department of Public Health a revised Appendix A, Description of

Services, and a revised Appendix B, Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these appendices in compliance with the instructions of the Department of Public Health. These appendices shall apply only to the fiscal year for which they were created. These appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

| | |
|--------------------------------|------------------------|
| October 1, 2008-June 30, 2009 | \$3,122,814 |
| July 1, 2009-June 30, 2010 | \$3,981,222 |
| July 1, 2010-June 30, 2011 | \$3,981,222 |
| July 1, 2011-June 30, 2012 | \$3,981,222 |
| July 1, 2012-June 30, 2013 | \$4,168,339 |
| July 1, 2013-June 30, 2014 | \$4,168,339 |
| July 1, 2014-December 31, 2014 | \$2,083,870 |
| January 1, 2015-June 30, 2015 | \$600,000 |
| July 1, 2015-June 30, 2016 | \$1,200,000 |
| July 1, 2016-June 30, 2017 | \$1,200,000 |
| July 1, 2017-June 30, 2018 | \$1,200,000 |
| contingency | \$1,547,819 |
| Total | \$31,234,847 |

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. No costs or 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 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F
 PAGE A

Control Number

INVOICE NUMBER: M01 JL 14

Cl.Blanket No.: BPHM TBD
 User Cd

Cl. PO No.: POHM TBD

Fund Sources: General Fund

Invoice Period: July 2014

Final Invoice: (Check if Yes)

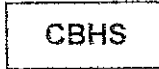
ACE Control Number:

Contractor: Mental Health Management Inc. - Canyon Manor

Address: 653 Canyon Road, P.O. Box B65, Novato, CA 94948

Tel. No.: (415) 892-1628

Fax No.: (415) 892-8624



Contract Term: 07/01/2014 - 06/30/2015

PHP Division: Community Behavioral Health Services

| Unduplicated Clients for Exhibit: | Total Contracted Exhibit UDC | Delivered THIS PERIOD Exhibit UDC | Delivered to Date Exhibit UDC | % of TOTAL Exhibit UDC | Remaining Deliverables Exhibit UDC |
|-----------------------------------|------------------------------|-----------------------------------|-------------------------------|------------------------|------------------------------------|
| | | | | | |

Unduplicated Counts for AIDS Use Only

| DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only) | Total Contracted | | Delivered THIS PERIOD | | Unit Rate | AMOUNT DUE | Delivered to Date | | % of TOTAL | | Remaining Deliverables | |
|--|------------------|---------|-----------------------|---------|-----------------|------------|-------------------------|---------|--------------------|---------|------------------------|-------------------------|
| | UOS | CLIENTS | UOS | CLIENTS | | | UOS | CLIENTS | UOS | CLIENTS | UOS | CLIENTS |
| 3-1 Canyon Manor PC# 38HB1 - HMMHMLT730416 05/36 - 39 IMD with Patch | 5,363.00 | | | | \$ 247.27 | \$ - | 0.000 | | 0.00% | | | 5,363.000 |
| TOTAL | 5,363.00 | | 0.000 | | | | 0.000 | | 0.00% | | | 5,363.000 |
| Budget Amount | | | | | \$ 1,334,170.00 | | Expenses To Date | | % of Budget | | | Remaining Budget |
| | | | | | | | \$ - | | 0.00% | | | \$ 1,334,170.00 |

\$ 1,326,169.01

SUBTOTAL AMOUNT DUE \$ -
 Less: Initial Payment Recovery
 (For DPH Use) Other Adjustments
NET REIMBURSEMENT \$ -

NOTES:

certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:
 Community Program Budget/ Invoice Analyst
 380 Howard St., 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

_____ Date _____
 Authorized Signatory