



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: May 20, 2022

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: Elisa Baeza, ADP  
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Elaine Walters, FIR  
Ian Hart, DHR  
Vincent Lee, POL  
Kelly Hiramoto, DPH  
Marcus Lange, LIB  
Alexander Burns, DPW  
Henry Gong, SHF

**Subject: Personal Services Contracts Approval Request**

This report contains twenty-nine (29) 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 Fiscal Year 21/22 to date:

Total of this Report	YTD Expedited Approvals FY2021-2022	Total for FY2021-2022
\$31,415,202	\$198,480,508	\$2,332,069,684

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# POSTING FOR

June 06, 2022

## PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
42080 - 21/22	ADULT PROBATION	\$500,000.00	<p>SFAPD seeks specialized software maintenance services by N. Harris Computer Corporation (N. Harris) for their proprietary cTag Offender Management Case Management System. SFAPD is a licensed user of this case management system. SFADP utilizes cTag to manage its probation caseload, including information related to the intake and discharge of adults on probation. N. Harris is a sole source provider of software licenses, modifications, support, maintenance and ancillary services for the cTag Offender Management Case Management System and, N. Harris has not authorized any third party to provide such products or services. This system provide SFAPD the ability to interface with City departments and state jurisdictions (e.g., California DOJ), fulfill data reporting requirements to government funders, and support the rehabilitation of its probation clients.</p> <p>SFAPD needs to continue software maintenance of its cTag Offender Management Case Management System, and this can only be done by N. Harris. N. Harris is a sole source provider of software licenses, modifications, support, maintenance and ancillary services for the cTag Offender Management Case Management System and, N. Harris has not authorized any third party to provide such products or services. Successful maintenance of the cTag Offender Management Case Management System is critical to SFAPD’s day-to-day operations, as Deputy Probation Officers rely on it to conduct their work. Successful maintenance of these software programs will support SFAPD’s vision of achieving excellence in community corrections, public safety, and public service through the integration of Evidence Based Practices and a victim centered approach into supervision strategies.</p>	June 1, 2022	September 30, 2024	REGULAR
47659 - 21/22	ADULT PROBATION	\$300,000.00	<p>SFAPD seeks specialized software maintenance services by Northpointe, Inc.dba equivalent for its proprietary community-corrections suite of software programs. SFAPD has a perpetual license for the utilization of</p>	March 3, 2022	January 31, 2025	REGULAR



PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>the Northpointe Suite of software tools that include the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) and the Classification Decision Tree, and the Justice Tracking Information System (JUSTIS) Interface and Supervise Released File Functionality - all copyrighted software programs from Northpointe, Inc. dba equivalent.</p> <p>These tools provide SFAPD the ability to interface with City departments and state jurisdictions (e.g., California DOJ), fulfill data reporting requirements to government funders, and support the rehabilitation of its probation clients. COMPAS is a proprietary, interactive web-system that analyzes data regarding adult offenders to determine case management and supervision classifications, and provides risk and needs assessments that generate specific recommendations regarding the supervision of offenders. COMPAS provides an integrated case management and risk/needs assessment database solution that includes the Justice Tracking Information System (JUSTIS) interface and Supervise Release File functionality, both required features for SFAPD and the City and County of San Francisco (CCSF). Scores and analysis of the data are provided via a conventional web browser in a series of concise, interactive reports. COMPAS includes a web-based data-reporting package, which produces on-demand aggregate reports.</p> <p>Per the Supplier, "The Northpointe Suite is proprietary and copyrighted by Northpointe, Inc. dba equivalent. Northpointe, Inc. dba equivalent is the only company authorized to provide the COMPAS Risk and Need Assessments and the Classification Decision Tree, and the Justice Tracking Information System (JUSTIS) Interface and Supervise Released File Functionality, all as part of a software application to criminal justice agencies. This includes all professional service delivery and ongoing Support and Maintenance of the product.</p>			
47028 - 21/22	AIRPORT COMMISSION	\$1,200,000.00	<p>The San Francisco International Airport (Airport) requires specialized support/maintenance and custom programming for the Airport's Capital Planning System (CPS). The CPS proprietary budgeting software was implemented to manage the capital planning and capital budgeting process for the Airport. The CPS provides the Airport with is a centralized system used for the approval of the Airport's Capital Improvement Plan, Airline review, and processing of capital and facility maintenance project funding requests. The system tracks budget and funding requests for over 340 projects through various internal phases, and is the system of record for all capital budget reporting.</p>	July 1, 2022	June 30, 2027	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
44714 - 21/22	GENERAL SERVICES AGENCY - CITY ADMIN	\$2,500,000.00	Contractor shall provide as-needed fire extinguisher services for City departments. The services include, but are not limited to: (1) Refill extinguishers: perform 6-Year ABC dry chemical fire extinguisher breakdowns; perform 12-Year multi-purpose dry chemical fire extinguisher hydrostatic tests; perform annual fire extinguisher teardown for class K extinguishers; refill halon FM200s; refill halotron; (2) Annual certifications: perform annual fire extinguisher certification on 2 gallons pressurized water extinguishers; perform annual fire extinguisher certification on 2½ lb. to 20 lb. carbon dioxide extinguishers; perform annual fire extinguisher certification on 2½ lb. to 20 lb. dry chemical extinguishers; (3) Hydrostatic Tests: perform semi-annual hood system services; test 2 gallons pressurized water extinguishers; test 2½ lb. to 20 lb. carbon dioxide extinguishers; perform carbon dioxide cartridge exchanges; perform halon, halotron and FM200 system services.	May 1, 2022	April 30, 2027	REGULAR
46054 - 21/22	DEPARTMENT OF EMERGENCY MANAGEMENT	\$2,601,000.00	This service will provide Mass Notification services that allows users to send notifications to individuals or groups using lists and locations to the public, City/Partner agencies and to CCSF Disaster Services Workers in the event of an incident, emergency and/ disaster.  This system provides: <ul style="list-style-type: none"> <li>• Unlimited email notifications</li> <li>• Unlimited Everbridge mobile app push notifications</li> <li>• SMS, Voice, Fax, conference calls, TTY communications and notifications are subject to the Everbridge Credit Based Usage Policy.</li> </ul>	July 1, 2022	June 30, 2031	REGULAR
49501 - 21/22	HEALTH SERVICE SYSTEM	\$1,000,000.00	San Francisco Health Service System ("Department", "SFHSS") requests to procure secure facility printing and secure facility mail services for open enrollment so as to institute sufficient contractual service level agreements and confidentiality protections to ensure Health Insurance Portability and Accountability Act (HIPAA) compliance for the communication of protected health information (PHI), personally identifiable information (PII) and employee identification information (EII). As a secondary benefit, the integration of City employees into the scope of services (project oversight, deliverable/process review and approval) would net a significant knowledge transfer to the City in an area of expertise not currently represented by any City Department or personnel.  SFHSS is implementing an internal business process to audit dependent eligibility in Health Service System on a routine and annual basis, which is	July 1, 2022	June 30, 2027	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			a requirement of the Health Service Board. Every year a specific population will be identified by the Department, which individual members will be required to submit sensitive documents to the Department to retain their dependents as being covered under Health Service System (Dependent Eligibility Verification Audit ("DEVA")). This audit process requires steady communications to Health Service System Members who have been identified as audit candidates, which the communications managed at a secure facility due to the sensitivity of the communications. The Facility must be capable of handling and protecting protected health information (PHI), personally identifiable information (PII) and employee identification information (EII).			
48540 - 21/22	HUMAN SERVICES	\$900,000.00	<p>The contractor will help plan and implement a robust and comprehensive communications strategy for the new Department of Early Childhood (DEC), formed by the San Francisco Children and Families First Commission, dba First 5 San Francisco (F5SF) and the San Francisco Office of Early Care &amp; Education (OECE). As DEC increases its staffing over time, it anticipates the consultant plays a more direct role with the implementation during the initial phase of this project, and DEC staff members will increase their responsibilities for the communications plan implementation accordingly. Key deliverables include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Perform comprehensive assessment of existing OECE, First 5 SF, and DEC communications content and infrastructure including collaboration with former communications consulting firm as needed to create a smooth transition</li> <li>2. Develop and implement a multi-stakeholder planning process culminating in a comprehensive plan for communications and community engagement for DEC</li> <li>3. Assist ongoing launch of DEC brand identity through electronic, print, and other media and communications and development</li> <li>4. Support transition/unification/phase-out of current communications assets of First 5 and OECE to DEC including:</li> <li>5. Increase DEC communications capacity in identified areas of need</li> </ol>	July 1, 2022	June 30, 2025	REGULAR
44118 - 21/22	MAYOR	\$2,400,000.00	Using Agile development processes, the contractor shall partner with a City Digital Services team, which includes a product manager, web app engineer, and web app ui/ux designer to support the continued design, build, and maintenance of our cloud-hosted web product which enables users to search and apply for all MOHCD affordable housing programs online and addresses all the desired attributes described in the	May 2, 2022	May 2, 2025	REGULAR

<b>PSC No</b>	<b>Dept Designation</b>	<b>PSC Amount</b>	<b>Description of Work</b>	<b>PSC Estimated Start Date</b>	<b>PSC Estimated End Date</b>	<b>Type of Approval</b>
			Introduction and Background sections of this RFP. The vendor, in partnership with the City Digital Services team will support continued development of web applications, with appropriate serving infrastructure, that makes use of a Salesforce database accessible via APIs.			
48126 - 21/22	MUNICIPAL TRANSPORTATION AGENCY	\$1,900,000.00	Contractor shall perform Medical Examination Services according to San Francisco Municipal Transportation Agency requirements as explained below and in keeping with medical standards of care. Recommendations and advice of the examining physician are given great weight in employment decisions and may affect the obligations of the San Francisco Municipal Transportation Agency when hiring, promoting and disciplining its employees. In all cases, the medical professional may discuss abnormal results with the candidate or employee in as much as the findings relate to the essential functions of the job to be performed.	March 1, 2022	February 27, 2027	REGULAR
40875 - 21/22	PUBLIC UTILITIES COMMISSION	\$1,000,000.00	SFPUC Peninsula watershed has an integrated roads system of over 90 miles, dam faces and fuel breaks that need to be maintained annually to reduce flashy fuels and ignition sources to reduce fire risk within the watershed and along its Wildland Urban Interface.  This contract is to help reduce fire risk once a year, during the fire season, on 40 miles of the northern section of the watershed roads. This work incorporates mowing the roadsides to reduce brush encroachment and flashy fuels along the roadside, maintains pullouts for safety vehicles and passings for emergency vehicles.	June 1, 2022	May 31, 2027	REGULAR
42337 - 21/22	PUBLIC UTILITIES COMMISSION	\$1,000,000.00	This contract will provide brush clearing services intended to create, widen, and maintain existing fuel breaks along both urban interface areas and major ridge tops on the Peninsula Watershed lands. The Contactor will provide and use excavators with an auxiliary motor for the mower head, as well as a second machine (skid steer/compact track loader), and mulching attachment. This project will also include working in conjunction with a skid steer/compact track loader mulching attachment. The contractors will cut and mulch vegetation as directed by SFPUC personnel, in a mosaic pattern in designated fuel break areas.	June 1, 2022	May 31, 2027	REGULAR
42513 - 21/22	PUBLIC UTILITIES COMMISSION	\$150,000.00	The East Bay Regional Park District (District) has embarked on a multi-year project to develop a fine scale vegetation and landscape geospatial data set for all of Contra Costa and Alameda Counties. The District is	May 1, 2022	December 31, 2024	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>seeking funding for the creation of a fine scale map for the project. The SFPUC is interested in providing funding for the portion of the map within in the Alameda Creek watershed, on property the SFPUC holds fee title.</p> <p>The project will build upon the Cal Fire funded wildland hazard index work to provide comprehensive knowledge of vegetation types in the East Bay. The District has secured funding from Cal Fire for the effort and is working with the California Department of Fish and Wildlife, Easy Bay Municipal Utility District, Zone 7 Water and other stakeholders to provide funds towards the creation of the map.</p>			
46481 - 21/22	PUBLIC UTILITIES COMMISSION	\$990,000.00	Debris dumpsters, metal scrap bins, green waste bins and recycling bins for our Sunol Valley Water Treatment Facilities, San Antonio Pump Station and Sunol Yard. These dumpsters and bins will capture any debris and recycling from our facilities, cottages, right of ways and watershed.	May 1, 2022	April 30, 2031	REGULAR
46864 - 21/22	PUBLIC UTILITIES COMMISSION	\$600,000.00	<p>Employees that enter confined spaces where the atmosphere could potentially be hazardous must wear gas meters to monitor the air. Industrial Scientific is the sole manufacturer of iNet® Exchange and iNet® Control which are automated personal gas monitor (PGM) management systems that work seamlessly with Industrial Scientific gas meters.</p> <p>The awarded contractor will provide the services and manage the leasing of Industrial Scientific personal gas meters. The contract is for \$500,000 of leased equipment and \$50,000 for technical maintenance services and training.</p>	August 1, 2022	August 1, 2031	REGULAR
45455 - 21/22	PUBLIC UTILITIES COMMISSION	\$2,500,200.00	<p>San Francisco owns and operates the Hetch Hetchy Water and Power Project located on City-owned and federal lands, a portion of which are located within the boundaries of the County of Tuolumne. Tuolumne is unable to tax most of the attributes of the Hetch Hetchy Water and Power Project because it is located respectively on non-taxable federal lands and contains non-taxable rights, entitlements, and improvements.</p> <p>The agreement includes payments for "Essential Services" including, but not limited to, fire protection, sheriff's protection and patrol, road maintenance, ambulance services, and other Essential Services provided by Tuolumne that are required by San Francisco for the benefit of Hetch Hetchy Water and Power and its employees in Tuolumne County.</p>	July 1, 2022	June 30, 2028	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			The agreement also includes "Direct Services", which means services to address unforeseen or extraordinary events, irrespective of whether or not a formal emergency has been declared by either party, including but not limited to work to address immediate or imminent hazards on roads used by Tuolumne and City and County of San Francisco (CCSF) employees, facility rentals during an emergency or for coordinated drills/joint training exercises to plan for future emergencies, and security services to address immediate threats or needs.			

**TOTAL AMOUNT \$19,541,200**

# POSTING FOR

June 06, 2022

## PROPOSED PERSONAL SERVICES CONTRACTS – MODIFICATION

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
30431 - 20/21 - MODIFICATIONS	June 6, 2022	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$79,000	\$129,000	The Office of City Administrator is seeking professional services to assist the department head in developing an effective team and individual contributions. Services will include group and individual coaching sessions with the department head and executive leadership team, utilizing various assessments to create a sense of awareness of team and individual strengths, competencies, leadership, managerial, and communication skills. Particular emphasis will be placed on enhancing the skills and attributes needed to achieve organizational objectives, while fostering individual professional development.	10/01/2021	10/01/2023	REGULAR
3048-10/11 - MODIFICATIONS	June 6, 2022	ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN	\$900,000	\$2,657,950	Purchase of subscription to database program with web interface to administer non-construction First Source (FS) Hiring program and facilitate hiring	07/01/2021	06/30/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>of candidates case managed by the City's network of One-Stop Career Centers. The program will allow case managers to efficiently screen, match, and refer appropriate candidates to job openings using a proprietary skill matching feature. It will facilitate the sharing of open positions to ensure workers are placed quickly, allow businesses to more effectively comply with the City's First Source Hiring requirements and allow tracking of compliance of non-construction contractors bound by First Source (Municipal Code Chapter 83).</p> <p><b>Scope Change:</b> The only clarification to add is that this product is not solely utilized by "One Stop Career Centers". This product is now utilized by the entire network of workforce service providers, and this contract extension will allow OEWD to add functionality to track compliance for City Suppliers that are subject to Chapter 83.</p>			



PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
46858 - 17/18 - MODIFICATIONS	June 6, 2022	FIRE DEPARTMENT -- FIR	\$500,000	\$1,250,000	Repair, maintenance, and specialized cleaning of the Personal Protection Equipment (PPE) worn by Fire Department personnel. Repairs and alterations must be done in conformance with National Fire Protection Agency (NFPA) standards to ensure Department compliance. This contract also contains provisions for limited training and repair of Fire Station Wash Extractors on an as-needed basis.	07/01/2022	06/30/2025	REGULAR
30801 - 18/19 - MODIFICATIONS	June 6, 2022	HUMAN RESOURCES -- HRD	\$100,001	\$199,001	The Department of Human Resources, Workers' Compensation Division, in partnership with the San Francisco Police Officers Association (SFPOA) and San Francisco Firefighters Association, Local 798 (Local 798), will implement an Alternative Dispute Resolution program (ADR) on 7/1/2019. The Agreement is intended to improve labor-management relations between the City and SFPOA/SFFA, and to provide an alternative dispute resolution process to the California state statutory system for claims by current and former (including retired) represented City employees in	07/01/2022	06/30/2025	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>both bargaining units who have experienced or may experience an industrial illness or injury (Covered Employees). The Agreements were approved between the City, SFPOA, and Local 798, on December 17, 2018. The authorizing resolutions on files 190051 (Local 798) and 190052 (SFPOA) were approved by the Board of Supervisors on 2/26/2019, and the Mayor on 3/8/2019. The Agreements authorize the Joint Labor Management Committee, a body of SFPOA/Local 798 and Management representatives, to appoint an Ombudsperson to support employee interests in the ADR program. The Ombudsperson and his/her roles are defined in the resolutions as follows: There shall be an Ombudsperson who shall provide aid and counsel for all Applicants. The Ombudsperson shall be an individual with significant expertise and experience in the field of California workers' compensation. The City will notify the Ombudsperson of all claims subject to this Agreement and will</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>provide all records to the Ombudsperson electronically via secure email. The City will continue to provide all records to the Ombudsperson via secure email through the resolution of the claim or the end of the ADR Program. Communications between the Ombudsperson and the Applicant, or the Ombudsperson and the City, are inadmissible in any proceeding. The duties of the Ombudsperson include: ♣ *Making a good faith effort to contact an Applicant in a timely manner, typically within one (1) business and in no event later than two (2) business days of notification; ♣ *Receiving all documents filed with the ADR Program and assigning case numbers to each claim filed, as well as keeping an electronic claims file containing all documents related to the claim. ♣ *Exercising independent discretion in fulfilling the responsibilities required under this Agreement on a case-by-case basis, and maintaining the confidentiality of communications from the Applicant or City; however, with</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>approval from the Applicant or City, respectively, the Ombudsperson may disclose information or communications in order to further the Ombudsperson's duties and responsibilities under this Agreement; ♣ *Seeking to resolve workers' compensation disputes between the Applicant and the City; ♣ *Negotiating settlements between the Applicant and the City where appropriate, considering the interests of the City and the Applicant in doing so; ♣ *Providing information to the DHR Workers' Compensation Director in the Ombudsperson's judgement and discretion for the purposes of enhancing communication consistent with this Agreement and resolving individual claims; ♣ *Making recommendations to the Joint Committee to ensure that the ADR Program functions consistent with the terms of this Agreement; ♣ *Being proactive and seeking to identify potential disputes, where possible, to ensure that all Applicants receive the compensation to which they are legally entitled.</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
36050 - 16/17 - MODIFICATIONS	June 6, 2022	HUMAN RESOURCES -- HRD	\$100,001	\$200,000	The City & County of San Francisco ('the City') is interested in entering into a personal services contract for a person to serve as a Workers' Compensation 'Carve-Out' Alternative Dispute Resolution (ADR) Program Director/Mediator pursuant to Labor Code section 3201.7 for public safety employees.	07/01/2022	06/30/2025	REGULAR
34968 - 21/22 - MODIFICATIONS	June 6, 2022	HUMAN SERVICES -- DSS	\$21,000	\$120,000	The purpose of this contract is to provide 24-hour back up and some direct coverage for the following two (2) hotlines: • The Child Abuse Hotline, the phone number that the public uses to report suspected child maltreatment, and • The Adult Protective Services Hotline, the phone number that the public uses to report suspected elder or dependent adult abuse, neglect, and/or exploitation. Contractor will provide live weekday, weeknight, weekend, and holiday coverage for both the Adult Protective Services and FCS Hotlines, as needed. Contractor will ensure that information is accurately accepted from callers and subsequently transferred to designated APS/FCS staff. The	03/15/2022	06/30/2026	REGULAR

<b>PSC Number</b>	<b>Commission Hearing Date</b>	<b>Department</b>	<b>Additional Amount</b>	<b>Cumulative Total</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Approval Type</b>
					Contractor will provide as needed back-up coverage for both the APS and FCS reporting lines in the event of a local disaster, if HSA staff or functioning phone lines are not available to take reports. Contractor will provide regular and individualized reports to APS and FCS programs to facilitate the ability of the program to track call volume.			
48133 - 19/20 - MODIFICATIONS	June 6, 2022	POLICE -- POL	\$125,000	\$187,500	The contractor will provide background investigation services for civilian and command-level San Francisco Police Department (SFPD) employment applicant positions. The contractor's services will include, but not be limited to, interviewing applicants, investigating records from the criminal justice system, credit reporting agencies, and Department of Motor Vehicles, and contacting employers and references.	11/01/2022	10/31/2026	REGULAR
4127-09/10 - MODIFICATIONS	June 6, 2022	PUBLIC HEALTH -- DPH	\$500,000	\$1,115,000	Intermittent, as-needed podiatry services for residents of Laguna Honda Hospital, and for inmates of the City and County of San Francisco jail system. Contractor (s) will treat foot ailments associated with diabetes, calluses and	01/01/2023	12/31/2031	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>acute/chronic foot infections and injuries. Services will be performed at the various Jail facilities and at Laguna Honda Hospital.</p> <p>Scope Change: This modification will extend the PSC in order to cover the initial term of services that will be awarded as a result of the planned Requests for Proposals (RFPs). Approval is requested for five years, since the need for these as-needed, intermittent services is expected to continue and the Department expects funding to continue to be available. Contractors providing services under this PSC provide services to unique populations, including the many Tom Waddell Health Clinic patients who are often homeless, inmates of the County jail who may need services within the jails on-site, and residents of Laguna Honda Hospital requiring as-needed podiatry services who often are disabled and/or elderly.</p>			
40494 - 15/16 - MODIFICATIONS	June 6, 2022	PUBLIC HEALTH -- DPH	\$8,000,000	\$19,500,000	For the provision of as-needed consulting services in the subject areas	07/01/2022	12/31/2027	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					of the Federally Qualified Health Center (FQHC) program, the Health Resources and Services Administration (HRSA) grant program, managed care Knox-Keene licensing approval, the 1115 waiver process for alternative Medi-Cal billing and related processes, and other managed care/Affordable Care Act/financial topics, including bond and capital projects, consulting, maintenance, support, and customizations of financial systems currently in use by the Department.			
45316 - 21/22 - MODIFICATIONS	June 6, 2022	PUBLIC HEALTH -- DPH	\$99,000	\$198,000	The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.	05/16/2022	09/30/2023	REGULAR
44775 - 16/17 - MODIFICATIONS	June 6, 2022	PUBLIC LIBRARY -- LIB	\$400,000	\$900,000	Hire qualified and experienced consultant to provide one to four day general and advanced Standardized Test and College Admissions Workshops for high school students to be held in various library locations. Workshops	06/01/2022	05/31/2027	REGULAR



PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>may include individualized support for students. the workshops will provide equal access to educational opportunities for the diverse communities in the City at no charge, and aim to instruct students in effective approaches to exam and college admission process, plus boost their confidence as they approach exams or re-take exams. Consultant to provide healthy refreshments to keep students fueled and focused during the workshops. Providing access to nutritious food and drink during workshops is an important part of student learning.</p>			
<a href="#">36112 - 21/22 - MODIFICATIONS</a>	June 6, 2022	GENERAL SERVICES AGENCY - PUBLIC WORKS - - DPW	\$50,000	\$146,000	<p>Consulting in the care and display of photographs, documents and artifact in possession of the San Francisco Police Department. The scope of work may include handling services, including transportation, packing, storing, framing, de-installation and installation of items of a historic significance to the Department, including design and fabrication of pedestals and display cases.</p>	09/02/2022	03/31/2023	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					Scope Change: Increasing quantities of existing scope – artifact preservation, preparations, and installation.			
49091 - 20/21 - MODIFICATIONS	June 6, 2022	PUBLIC UTILITIES COMMISSION -- PUC	\$1,000,000	\$2,000,000	The proposed work includes providing goat grazing services for the San Francisco Public Utilities Commission (SFPUC). Large goat herds are required to graze brush, grass, forbs, saplings, branches, and weeds from a variety of locations throughout SFPUC lands including San Francisco locations, Right of Way lands, various watershed locations, and regional dams. The project requirements include a need for trained goat herders, goats, dogs, animal treatment experience, transportation of goats, portable trailer for herder to live in while on site, and method to supply water for goats. The grazing operations require supervision by a goat herder (Shepherd) and trained herding dog, both of whom must remain on site 24/7 for duration of the project(s).	12/31/2024	12/31/2027	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
32974 - 18/19 - MODIFICATIONS	June 6, 2022	SHERIFF -- SHF	\$0	\$500,000	The San Francisco Sheriff's Department (SFSD) seeks proposals to provide janitorial services for the Woman's Resource Center, located at 930 Bryant St., and the San Bruno Training Center, located at 1 Moreland Dr. The janitorial services will be required 2 days per week during normal business hours.	02/01/2024	01/31/2027	REGULAR

**TOTAL AMOUNT \$11,874,002**

**Regular/Continuing/Annual  
Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ADULT PROBATION -- ADP

Dept. Code: ADP

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

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

Type of Service: Software Maintenance of Proprietary Software Tool: cTag

Funding Source: City Funds

PSC Amount: \$500,000

PSC Est. Start Date: 06/01/2022

PSC Est. End Date

09/30/2024

**1. Description of Work**

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

SFAPD seeks specialized software maintenance services by N. Harris Computer Corporation (N. Harris) for their proprietary cTag Offender Management Case Management System. SFAPD is a licensed user of this case management system. SFADP utilizes cTag to manage its probation caseload, including information related to the intake and discharge of adults on probation. N. Harris is a sole source provider of software licenses, modifications, support, maintenance and ancillary services for the cTag Offender Management Case Management System and, N. Harris has not authorized any third party to provide such products or services. This system provide SFAPD the ability to interface with City departments and state jurisdictions (e.g., California DOJ), fulfill data reporting requirements to government funders, and support the rehabilitation of its probation clients.

SFAPD needs to continue software maintenance of its cTag Offender Management Case Management System, and this can only be done by N. Harris. N. Harris is a sole source provider of software licenses, modifications, support, maintenance and ancillary services for the cTag Offender Management Case Management System and, N. Harris has not authorized any third party to provide such products or services. Successful maintenance of the cTag Offender Management Case Management System is critical to SFAPD's day-to-day operations, as Deputy Probation Officers rely on it to conduct their work. Successful maintenance of these software programs will support SFAPD's vision of achieving excellence in community corrections, public safety, and public service through the integration of Evidence Based Practices and a victim centered approach into supervision strategies.

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

N. Harris is a sole source provider of software licenses, modifications, support, maintenance and ancillary services for the cTag Offender Management Case Management System and, N. Harris has not authorized any third party to provide such products or services. If the PSC is denied, SFAPD will not be able to fulfill legally mandated data reporting and system requirements, and support the rehabilitation of its probation clients.

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

This is the first PSC submitted for this ongoing professional service. A PSC was recommended to us by the Office of Contracts Administration.

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

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

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

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

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

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

B. Explain the qualifying circumstances:

FAPD seeks specialized software maintenance services by N. Harris Computer Corporation for its proprietary cTag Offender Management Case Management System. SFAPD is a licensed user of this case management system. The system is used by the SFADP to manage its probation caseload including information related to the intake and discharge of adults on probation. N. Harris is a sole source provider of software licenses, modifications, support, maintenance and ancillary services for the cTag Offender Management Case Management System and, N. Harris has not authorized any third party to provide such products or services. This system provide SFAPD the ability to interface with City departments and state jurisdictions (e.g., California DOJ), fulfill data reporting requirements to government funders, and support the rehabilitation of its probation clients.

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

A. Specify required skills and/or expertise: SFAPD requires the skills and expertise of N. Harris for the maintenance to its cTag Offender Management Case Management System, a proprietary software tool of N. Harris that is housed at SFAPD. N. Harris is a sole source provider of software licenses, modifications, support, maintenance and ancillary services for of the cTag Offender Management Case Management System, and N. Harris has not authorized any third party to provide such products or services.

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

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

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

These resources are not available within the City.

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

A. Explain why civil service classes are not applicable.

N. Harris is a sole source provider of software licenses, modifications, support, maintenance and ancillary services for the cTag Offender Management Case Management System, and N. Harris has not authorized any third party to provide such products or services. No other vendor could reach the same level of competence, as these are copyrighted software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class to perform this work for the reasons stated in previous questions.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

No. None.

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

Yes. Senate Bill 678 impacts SFAPD's data reporting requirements, which the cTag software tool supports. SB 678 encourages county probation departments to use evidence-based supervision practices to accomplish these goals.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

Yes. Senate Bill 678 impacts SFAPD's data reporting requirements, which the cTag software tool supports. SB 678 encourages county probation departments to use evidence-based supervision practices to accomplish these goals.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

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

No.

**7. Union Notification:** On 03/03/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Elisa Baeza Phone: 4155531691 Email: elisa.baeza@sfgov.org

Address: 945 Bryant Street San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42080 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022



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

**From:** [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org) on behalf of [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org)  
**To:** [RECEIPT for Union Notification for PSC 42080 - 21/22 more than \\$100k](mailto:Baeza, Elisa (ADP); kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Baeza, Elisa (ADP); DHR-PSCCoordinator, DHR (HRD)</a><br/><b>Subject:</b> Receipt of Notice for new PCS over $100K PSC # 42080 - 21/22<br/><b>Date:</b> Thursday, March 3, 2022 4:51:05 PM</p><hr/></div><div data-bbox=)

The ADULT PROBATION -- ADP has submitted a request for a Personal Services Contract (PSC) 42080 - 21/22 for \$500,000 for Initial Request services for the period 06/01/2022 – 09/30/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18070> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ADULT PROBATION -- ADP

Dept. Code: ADP

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

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

Type of Service: Software Maintenance of Proprietary Software Tool: Northpointe Suite/COMPAS

Funding Source: City Funds

PSC Amount: \$300,000

PSC Est. Start Date: 03/03/2022

PSC Est. End Date

01/31/2025

**1. Description of Work**

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

SFAPD seeks specialized software maintenance services by Northpointe, Inc. dba equivalent for its proprietary community-corrections suite of software programs. SFAPD has a perpetual license for the utilization of the Northpointe Suite of software tools that include the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) and the Classification Decision Tree, and the Justice Tracking Information System (JUSTIS) Interface and Supervise Released File Functionality - all copyrighted software programs from Northpointe, Inc. dba equivalent.

These tools provide SFAPD the ability to interface with City departments and state jurisdictions (e.g., California DOJ), fulfill data reporting requirements to government funders, and support the rehabilitation of its probation clients. COMPAS is a proprietary, interactive web-system that analyzes data regarding adult offenders to determine case management and supervision classifications, and provides risk and needs assessments that generate specific recommendations regarding the supervision of offenders. COMPAS provides an integrated case management and risk/needs assessment database solution that includes the Justice Tracking Information System (JUSTIS) interface and Supervise Release File functionality, both required features for SFAPD and the City and County of San Francisco (CCSF). Scores and analysis of the data are provided via a conventional web browser in a series of concise, interactive reports. COMPAS includes a web-based data-reporting package, which produces on-demand aggregate reports.

Per the Supplier, "The Northpointe Suite is proprietary and copyrighted by Northpointe, Inc. dba equivalent. Northpointe, Inc. dba equivalent is the only company authorized to provide the COMPAS Risk and Need Assessments and the Classification Decision Tree, and the Justice Tracking Information System (JUSTIS) Interface and Supervise Released File Functionality, all as part of a software application to criminal justice agencies. This includes all professional service delivery and ongoing Support and Maintenance of the product.

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

SFAPD requires continued specialized software maintenance to upkeep of the Northpointe Suite of software tools that include the Correctional Offender Management Profiling for Alternative

Sanctions (COMPAS) and the Classification Decision Tree, and the Classification Decision Tree - and the Justice Tracking Information System (JUSTIS) Interface and Supervise Released File Functionality - all copyrighted software programs by Northpointe, Inc. dba equivalent. If the PSC is denied, SFAPD will not be able to fulfill legally mandated data reporting and system requirements. SFAPD sole sourced these services with this vendor in a prior contract, tied to PSC# 4050-10/11 (attached for reference). The Office of Contracts Administration (OCA) approved our request to waive solicitation requirements in that prior contract, and we anticipate the same approval this time around, as the software tools are proprietary and only Northpointe, Inc. dba equivalent can service them.

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

The previously CSC-approved PSC# 4050-10/11 provided SFAPD the authority to contract with Northpointe, Inc. dba equivalent to provide the same software maintenance services that SFAPD is describing in this very PSC. The Office of Contracts Administration (OCA) approved our request to waive solicitation requirements in that prior contract, and we anticipate the same approval this time around, as the software tools are proprietary and only Northpointe, Inc. dba equivalent can service them. Thus, these software maintenance service needs are not new.

D. Will the contract(s) be renewed?

Unknown.

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

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

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

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

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

B. Explain the qualifying circumstances:

SFAPD seeks specialized software maintenance services by Northpointe dba equivalent for its proprietary community-corrections suite of software programs. SFAPD has a perpetual license for the utilization of the Northpointe Suite of software tools that include the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) and the Classification Decision Tree - a copyrighted software program from Northpointe, Inc. dba equivalent.

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

A. Specify required skills and/or expertise: SFAPD requires the skills and expertise Northpointe, Inc. dba equivalent to maintain its Northpointe Suite of software tools that include the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) and the Classification Decision Tree - a copyrighted software program by Northpointe, Inc. dba equivalent. Because this is a proprietary software tool by Northpointe, Inc. dba equivalent, only they are able to provide these services. No other vendor could reach the same level of competence, as these are

copyrighted software and under contract to California Department of Corrections and Rehabilitation (CDCR) to provide Risk and Needs Assessment software for the next two years. COMPAS has 600,000 completed risk and needs assessments which SFAPD and other criminal justice agencies will have access to.

- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

These resources are not available within the City.

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

- A. Explain why civil service classes are not applicable.  
SFAPD requires the skills and expertise Northpointe, Inc. dba equivalent to maintain its Northpointe Suite of software tools that include the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) and the Classification Decision Tree - a copyrighted software program by Northpointe, Inc. dba equivalent. Because this is a proprietary software tool by Northpointe, Inc. dba equivalent, only they are able to provide these services. No other vendor could reach the same level of competence, as these are copyrighted software and under contract to California Department of Corrections and Rehabilitation (CDCR) to provide Risk and Needs Assessment software for the next two years. COMPAS has 600,000 completed risk and needs assessments which SFAPD and other criminal justice agencies will have access to.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class to perform this work for the reasons stated in previous questions.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. Not applicable.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. Senate Bill 678 mandates the use of a risk/needs assessment which is the software that is being contracted for.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
Yes. Senate Bill 678 mandates the use of a risk/needs assessment which is the software that is being contracted for.

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 03/03/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Elisa Baeza Phone: 4155531691 Email: elisa.baeza@sfgov.org

Address: 945 Bryant Street San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47659 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

**From:** [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org) on behalf of [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org)  
**To:** [RECEIPT for Union Notification for PSC 47659 - 21/22 more than \\$100k](mailto:Baeza, Elisa (ADP); kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Baeza, Elisa (ADP); DHR-PSCCoordinator, DHR (HRD)</a><br/><b>Subject:</b> Receipt of Notice for new PCS over $100K PSC # 47659 - 21/22<br/><b>Date:</b> Thursday, March 3, 2022 4:30:09 PM</p><hr/></div><div data-bbox=)

The ADULT PROBATION -- ADP has submitted a request for a Personal Services Contract (PSC) 47659 - 21/22 for \$300,000 for Initial Request services for the period 03/03/2022 – 01/31/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18064> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended



# **Additional Attachment(s)**

Senate Bill No. 678

CHAPTER 608

An act to add and repeal Chapter 3 (commencing with Section 1228) of Title 8 of Part 2 of the Penal Code, relating to probation.

[Approved by Governor October 11, 2009. Filed with  
Secretary of State October 11, 2009.]

LEGISLATIVE COUNSEL'S DIGEST

SB 678, Leno. Criminal recidivism.

Existing law authorizes the Department of Corrections and Rehabilitation to oversee programs for the purposes of reducing parolee recidivism.

This bill would authorize each county to establish a Community Corrections Performance Incentives Fund (CCPIF) and would authorize the state to annually allocate money into a State Corrections Performance Incentives Fund to be used for specified purposes relating to improving local probation supervision practices and capacities, as specified. This bill would require the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, to calculate the amount of money to be appropriated from the state fund into a CCPIF. This bill would specify that the calculation would be based on costs avoided by the Department of Corrections and Rehabilitation because of a reduction in the percentage of adult probationers sent to prison for a probation failure, as specified. This bill would also require each county using CCPIF funds to identify and track specific outcome-based measures, as specified, and report to the Administrative Office of the Courts on the effectiveness of the programs paid for by the CCPIF.

This bill would require the community corrections programs to be developed and implemented by the chief probation officer, as advised by a Community Corrections Partnership. This bill would require specified local officials to serve as part of that Community Corrections Partnership. Because this bill would increase the duties for certain local officials, it would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

*The people of the State of California do enact as follows:*

SECTION 1. This act shall be known and may be cited as the California Community Corrections Performance Incentives Act of 2009.

SEC. 2. Chapter 3 (commencing with Section 1228) is added to Title 8 of Part 2 of the Penal Code, to read:

CHAPTER 3. CALIFORNIA COMMUNITY CORRECTIONS PERFORMANCE INCENTIVES

1228. The Legislature finds and declares all of the following:

(a) In 2007, nearly 270,000 felony offenders were subject to probation supervision in California's communities.

(b) In 2007, out of 46,987 new admissions to state prison, nearly 20,000 were felony offenders who were committed to state prison after failing probation supervision.

(c) Probation is a judicially imposed suspension of sentence that attempts to supervise, treat, and rehabilitate offenders while they remain in the community under the supervision of the probation department. Probation is a linchpin of the criminal justice system, closely aligned with the courts, and plays a central role in promoting public safety in California's communities.

(d) Providing sustainable funding for improved, evidence-based probation supervision practices and capacities will improve public safety outcomes among adult felons who are on probation. Improving felony probation performance, measured by a reduction in felony probationers who are sent to prison because they were revoked on probation or convicted of another crime while on probation, will reduce the number of new admissions to state prison, saving taxpayer dollars and allowing a portion of those state savings to be redirected to probation for investing in community corrections programs.

1229. As used in this chapter, the following definitions apply:

(a) "Community corrections" means the placement of persons convicted of a felony offense under probation supervision, with conditions imposed by a court for a specified period.

(b) "Chief probation officer" means the chief probation officer for the county or city and county in which an adult offender is subject to probation for the conviction of a felony offense.

(c) "Community corrections program" means a program established pursuant to this act consisting of a system of felony probation supervision services dedicated to all of the following goals:

(1) Enhancing public safety through the management and reduction of offender risk while under felony probation supervision and upon reentry from jail into the community.

(2) Providing a range of probation supervision tools, sanctions, and services applied to felony probationers based on a risk/needs assessment

for the purpose of reducing criminal conduct and promoting behavioral change that results in reducing recidivism and promoting the successful reintegration of offenders into the community.

(3) Maximizing offender restitution, reconciliation, and restorative services to victims of crime.

(4) Holding offenders accountable for their criminal behaviors and for successful compliance with applicable court orders and conditions of supervision.

(5) Improving public safety outcomes for persons placed on probation for a felony offense, as measured by their successful completion of probation and commensurate reduction in the rate of felony probationers sent to prison as a result of a probation revocation or conviction of a new crime.

(d) "Evidence-based practices" refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or postrelease supervision.

1230. (a) Each county is hereby authorized to establish in each county treasury a Community Corrections Performance Incentives Fund (CCPIF), to receive all amounts allocated to that county for purposes of implementing this chapter.

(b) In any fiscal year for which a county receives moneys to be expended for the implementation of this chapter, the moneys, including any interest, shall be made available to the chief probation officer (CPO) of that county, within 30 days of the deposit of those moneys into the fund, for the implementation of the community corrections program authorized by this chapter.

(i) The community corrections program shall be developed and implemented by probation and advised by a local Community Corrections Partnership.

(2) The local Community Corrections Partnership shall be chaired by the chief probation officer and comprised of the following membership:

- (A) The presiding judge of the superior court, or his or her designee.
- (B) A county supervisor or the chief administrative officer for the county.
- (C) The district attorney.
- (D) The public defender.
- (E) The sheriff.
- (F) A chief of police.
- (G) The head of the county department of social services.
- (H) The head of the county department of mental health.
- (I) The head of the county department of employment.
- (J) The head of the county alcohol and substance abuse programs.
- (K) The head of the county office of education.
- (L) A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense.
- (M) An individual who represents the interests of victims.

(3) Funds allocated to probation pursuant to this act shall be used to provide supervision and rehabilitative services for adult felony offenders subject to probation, and shall be spent on evidence-based community corrections practices and programs, as defined in subdivision (c) of Section 1229, which may include, but are not limited to, the following:

(A) Implementing and expanding evidence-based risk and needs assessments.

(B) Implementing and expanding intermediate sanctions that include, but are not limited to, electronic monitoring, mandatory community service, home detention, day reporting, restorative justice programs, work furlough programs, and incarceration in county jail for up to 90 days.

(C) Providing more intensive probation supervision.

(D) Expanding the availability of evidence-based rehabilitation programs including, but not limited to, drug and alcohol treatment, mental health treatment, anger management, cognitive behavior programs, and job training and employment services.

(E) Evaluating the effectiveness of rehabilitation and supervision programs and ensuring program fidelity.

(4) The chief probation officer shall have discretion to spend funds on any of the above practices and programs consistent with this act but, at a minimum, shall devote at least 5 percent of all funding received to evaluate the effectiveness of those programs and practices implemented with the funds provided pursuant to this chapter. A chief probation officer may petition the Administrative Office of the Courts to have this restriction waived, and the Administrative Office of the Courts shall have the authority to grant such a petition, if the CPO can demonstrate that the department is already devoting sufficient funds to the evaluation of these programs and practices.

(5) Each probation department receiving funds under this chapter shall maintain a complete and accurate accounting of all funds received pursuant to this chapter.

1231. (a) Community corrections programs funded pursuant to this act shall identify and track specific outcome-based measures consistent with the goals of this act.

(b) The Administrative Office of the Courts, in consultation with the Chief Probation Officers of California, shall specify and define minimum required outcome-based measures, which shall include, but not be limited to, all of the following:

(1) The percentage of persons on felony probation who are being supervised in accordance with evidence-based practices.

(2) The percentage of state moneys expended for programs that are evidence-based, and a descriptive list of all programs that are evidence-based.

(3) Specification of supervision policies, procedures, programs, and practices that were eliminated.

(4) The percentage of persons on felony probation who successfully complete the period of probation.

(c) Each chief probation officer receiving funding pursuant to Sections 1233 to 1233.6, inclusive, shall provide an annual written report to the Administrative Office of the Courts and the Department of Corrections and Rehabilitation evaluating the effectiveness of the community corrections program, including, but not limited to, the data described in subdivision (b).

(d) The Administrative Office of the Courts shall, in consultation with the chief probation officer of each county and the Department of Corrections and Rehabilitation, provide a quarterly statistical report to the Department of Finance including, but not limited to, the following statistical information for each county:

- (1) The number of felony filings.
- (2) The number of felony convictions.
- (3) The number of felony convictions in which the defendant was sentenced to the state prison.
- (4) The number of felony convictions in which the defendant was granted probation.
- (5) The adult felon probation population.
- (6) The number of felons who had their probation revoked and were sent to prison for that revocation.
- (7) The number of adult felony probationers sent to state prison for a conviction of a new felony offense, including when probation was revoked or terminated.

1232. Commencing no later than 18 months following the initial receipt of funding pursuant to this act and annually thereafter, the Administrative Office of the Courts, in consultation with the Department of Corrections and Rehabilitation, the Department of Finance, and the Chief Probation Officers of California, shall submit to the Governor and the Legislature a comprehensive report on the implementation of this act. The report shall include, but not be limited to, all of the following information:

(a) The effectiveness of the community corrections program based on the reports of performance-based outcome measures required in Section 1231.

(b) The percentage of felony probationers whose probation was revoked for the year on which the report is being made.

(c) The percentage of felony probationers who were convicted of crimes during their term of probation for the year on which the report is being made.

(d) The impact of the moneys appropriated pursuant to this act to enhance public safety by reducing the percentage and number of felony probationers whose probation was revoked for the year being reported on for probation violations or new convictions, and to reduce the number of felony probationers who are sent to prison for the year on which the report is being made.

(e) Any recommendations regarding resource allocations or additional collaboration with other state, regional, federal, or local entities for improvements to this act.

1233. (a) The Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee,

the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate for each county a baseline probation failure rate that equals the average number of adult felony probationers sent to state prison during calendar years 2006 to 2008, inclusive, as a percentage of the average adult felony probation population during the same period.

(b) For purposes of calculating the baseline probation failure rate, the number of adult felony probationers sent to prison shall include those adult felony probationers sent to state prison for a revocation of probation, as well as adult felony probationers sent to state prison for a conviction of a new felony offense. The calculation shall also include adult felony probationers sent to prison for conviction of a new crime who simultaneously have their probation term terminated.

1233.1. After the conclusion of each calendar year following the enactment of this section, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate the following for that calendar year:

(a) The cost to the state to incarcerate in prison and supervise on parole a probationer sent to prison. This calculation shall take into consideration factors, including, but not limited to, the average length of stay in prison and on parole for probationers, as well as the associated parole revocation rates, and revocation costs.

(b) The statewide probation failure rate. The statewide probation failure rate shall be calculated as the total number of adult felony probationers statewide sent to prison in the previous year as a percentage of the statewide adult felony probation population as of June 30 of that year.

(c) A probation failure rate for each county. Each county's probation failure rate shall be calculated as the number of adult felony probationers sent to prison from that county in the previous year as a percentage of the county's adult felony probation population as of June 30 of that year.

(d) An estimate of the number of adult felony probationers each county successfully prevented from being sent to prison. For each county, this estimate shall be calculated based on the reduction in the county's probation failure rate as calculated annually pursuant to subdivision (c) of this section and the county's baseline probation failure rate as calculated pursuant to Section 1233. In making this estimate, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall adjust the calculations to account for changes in each county's adult felony probation caseload in the most recent completed calendar year as compared to the county's adult felony probation population during the period 2006 to 2008, inclusive.

(e) In calculating probation failure rates for the state and individual counties, the number of adult felony probationers sent to prison shall include those adult felony probationers sent to state prison for a revocation of

probation, as well as adult felony probationers sent to state prison for a conviction of a new felony offense. The calculation shall also include adult felony probationers who are sent to prison for conviction of a new crime and who simultaneously have their probation terms terminated.

1233.2. Annually, after the conclusion of each calendar year, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall identify the appropriate Probation Revocation Tier for each county for which it was estimated that the county successfully prevented any number of adult felony probationers from being sent to state prison, as provided in subdivision (d) of Section 1233.1. The tiers shall be defined as follows:

(a) Tier 1. A Tier 1 county is one which has a probation failure rate, as defined in subdivision (c) of Section 1233.1, that is no more than 25 percent higher than the statewide probation failure rate, as defined in subdivision (b) of Section 1233.1.

(b) Tier 2. A Tier 2 county is one which has a probation failure rate, as defined in subdivision (c) of Section 1233.1, that is more than 25 percent above the statewide probation failure rate, as defined in subdivision (b) of Section 1233.1.

1233.3. Annually, the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate a probation failure reduction incentive payment for each eligible county, pursuant to Section 1233.2, for the most recently completed calendar year, as follows:

(a) For a county identified as being in Tier 1, as defined in subdivision (a) of Section 1233.2, its probation failure reduction incentive payment shall equal the estimated number of probationers successfully prevented from being sent to prison, as defined by subdivision (d) of Section 1233.1, multiplied by 45 percent of the costs to the state to incarcerate in prison and supervise on parole a probationer who was sent to prison, as defined in subdivision (a) of Section 1233.1.

(b) For a county identified as being in Tier 2, as defined in subdivision (b) of Section 1233.2, its probation failure reduction incentive payment shall equal the estimated number of probationers successfully prevented from being sent to prison, as defined by subdivision (d) of Section 1233.1, multiplied by 40 percent of the costs to the state to incarcerate in prison and supervise on parole a probationer who was sent to prison, as defined in subdivision (a) of Section 1233.1.

1233.4. (a) It is the intent of the Legislature for counties demonstrating high success rates with adult felony probationers to have access to performance-based funding as provided for in this section.

(b) On an annual basis, the Department of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts, shall calculate 5 percent of the savings



to the state attributed to those counties that successfully reduce the number of adult felony probationers sent to state prison.

(c) The savings estimated pursuant to subdivision (b) shall be used to provide high performance grants to county probation departments for the purpose of bolstering evidence-based probation practices designed to reduce recidivism among adult felony probationers.

(d) County probation departments eligible for these high performance grants shall be those with adult probation failure rates more than 50 percent below the statewide average in the most recently completed calendar year.

(e) A county probation department may receive a high performance grant under this section in a year in which it does not also receive a probation failure reduction incentive payment as provided for in Section 1233.3. The CPO of a county that qualifies for both a high performance grant and a probation failure reduction incentive payment shall indicate to the Administrative Office of the Courts, by a date designated by the Administrative Office of the Courts, whether the CPO chooses to receive the high performance grant or probation failure reduction payment.

(f) The grants provided for in this section shall be administered by the Administrative Office of the Courts. The Administrative Office of the Courts shall seek to ensure that all qualifying probation departments that submit qualifying applications receive a proportionate share of the grant funding available based on the population of adults ages 18 to 25, inclusive, in each of the counties receiving the grants.

1233.5. If data of sufficient quality and of the types required for the implementation of this act are not available to the Director of Finance, then the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, and the Administrative Office of the Courts, shall use the best available data to estimate probation failure reduction incentive payments and high performance grants utilizing a methodology that is as consistent with that described in this act as is reasonably possible.

1233.6. (a) Probation failure reduction incentive payments and high performance grants calculated for any calendar year shall be provided to counties in the following fiscal year. The total annual payment to each county shall be divided into four equal quarterly payments.

(b) The Department of Finance shall include an estimate of the total probation failure reduction incentive payments and high performance grants to be provided to counties in the coming fiscal year as part of the Governor's proposed budget released no later than January 10 of each year. This estimate shall be adjusted by the Department of Finance, as necessary, to reflect the actual calculations of probation revocation incentive payments and high performance grants completed by the Director of Finance, in consultation with the Department of Corrections and Rehabilitation, the Joint Legislative Budget Committee, the Chief Probation Officers of California, and the Administrative Office of the Courts. This adjustment shall occur as part of standard budget revision processes completed by the Department of Finance in April and May of each year.

(c) There is hereby established a State Community Corrections Performance Incentives Fund. Moneys budgeted for purposes of providing probation revocation incentive payments and high performance grants authorized in Sections 1230 to 1233.6, inclusive, shall be deposited into this fund. Any moneys deposited into this fund shall be administered by the Administrative Office of the Courts and the share calculated for each county probation department shall be transferred to its Community Corrections Performance Incentives Fund authorized in Section 1230. The Legislature may allocate up to 3 percent of the funds annually deposited into the State Community Corrections Performance Incentives Fund for use by the Administrative Office of the Courts for the costs of administering this program.

1233.7. The moneys appropriated pursuant to this chapter shall be used to supplement, not supplant, any other state or county appropriation for the chief probation officer or the probation department.

1233.8. This chapter shall remain in effect only until January 1, 2015, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2015, deletes or extends that date.

SEC. 3. The Judicial Council shall consider the adoption of appropriate modifications to the Criminal Rules of Court, and of other judicial branch policies, procedures, and programs, affecting felony probation services that would support implementation of the evidence-based probation supervision practices described in this chapter.

SEC. 4. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ADULT PROBATION

Dept. Code: ADP

Type of Request:  Initial  Modification of an existing PSC (PSC # 4050 10/11)

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

Type of Service: Purchase, Installation and training of COMPAS copyrighted software program

Funding Source: Federal Grant and General Fund

PSC Original Approved Amount: \$474,000

PSC Original Approved Duration: 09/30/10 - 09/29/13 (3 years)

PSC Mod#1 Amount: \$235,000

PSC Mod#1 Duration: 09/30/13-03/31/15 (1 year 26 weeks)

PSC Mod#2 Amount: \$290,300

PSC Mod#2 Duration: 04/01/15-06/30/16 (1 year 13 weeks)

PSC Mod#3 Amount: no amount added

PSC Mod#3 Duration: 07/01/16-06/30/21 (5 years 1 day)

PSC Mod#4 Amount: no amount added

PSC Mod#4 Duration: 07/01/21-06/30/22 (1 year)

PSC Cumulative Amount Proposed: \$999,300

PSC Cumulative Duration Proposed: 11 years 39 weeks

**1. Description of Work**

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

The San Francisco Adult Probation Department (APD) will procure the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) copyrighted software program from Northpointe Institute for Public Management, Inc. for implementing a risk/needs assessment and case management consolidated software business solution that meets APD's workflow and data information needs which includes a Justice Tracking Information System (JUSTIS) Interface and Supervise Released File Functionality.

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

See attachment for more information.

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

Services have been provided in the past through earlier PSC request. See 4050 10/11

D. Will the contract(s) be renewed?

Yes, only the software license will be renewed in the future.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

This PSC is for the procurement of a software application to manage comprehensive data from the Adult Probation Department (APD). The need to store and manage data using this software application is ongoing and extends beyond five years.

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

A. Display all that apply

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

Explain the qualifying circumstances:

Senate Bill 678 mandates the use of a risk/needs assessment which is the software that is being contracted for. The Superior Court will also be using the contracted risk and needs assessment software.

B. Reason for the request for modification:

Extend expiration date only. No other changes.

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

A. Specify required skills and/or expertise: No other vendor could reach the same level of competence as COMPAS is copyrighted software and under contract to California Department of Corrections and Rehabilitation (CDCR) to provide Risk and Needs Assessment software for the next two years. COMPAS has 600,000 completed risk and needs assessments which APD and other criminal justice agencies will have access to.

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

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

COMPAS is proprietary software that only NorthPointe has the expertise in installing and configuring it. After NorthPointe installs and configures the COMPAS software, the company will provide training to the City employees for further day-to-day operation.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The installation of the

COMPAS proprietary software is a one-time project. This software is copyrighted and cannot be installed by Civil Service Personnel without violating the copyright.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
See attachment for more information.
- C. Are there legal mandates requiring the use of contractual services?  
See attachments for more information.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
See attachments for more information.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 06/08/21, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Elisa Baeza Phone: 4155531691 Email: elisa.baeza@sfgov.org

Address: 880 Bryant Street, Room 200, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4050 10/11

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/17/2021

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ADULT PROBATIONDept. Code: ADPType of Request:  Initial  Modification of an existing PSC (PSC # 4050 10/11)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Purchase, Installation and training of COMPAS copyrighted software programFunding Source: Federal Grant and General FundPSC Original Approved Amount: \$474,000PSC Original Approved Duration: 09/30/10 - 09/29/13 (3 years)PSC Mod#1 Amount: \$235,000PSC Mod#1 Duration: 09/30/13-03/31/15 (1 year 26 weeks)PSC Mod#2 Amount: \$290,300PSC Mod#2 Duration: 04/01/15-06/30/16 (1 year 13 weeks)PSC Mod#3 Amount: no amount addedPSC Mod#3 Duration: 07/01/16-06/30/21 (5 years 1 day)PSC Cumulative Amount Proposed: \$999,300PSC Cumulative Duration Proposed: 10 years 39 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Adult Probation Department (APD) will procure the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) copyrighted software program from Northpointe Institute for Public Management, Inc. for implementing a risk/needs assessment and case management consolidated software business solution that meets APD's workflow and data information needs which includes a Justice Tracking Information System (JUSTIS) Interface and Supervise Released File Functionality.

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

See attachment for more information.

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

Yes. Through this PSC approved authority.

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

Yes, only the software license will be renewed in the future.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**

This PSC is for the procurement of a software application to manage comprehensive data from

the Adult Probation Department (APD). The need to store and manage data using this software application is ongoing and extends beyond five years.

## 2. Reason(s) for the Request

A. Display all that apply

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

Explain the qualifying circumstances:

Senate Bill 678 mandates the use of a risk/needs assessment which is the software that is being contracted for. The Superior Court will also be using the contracted risk and needs assessment software.

B. Reason for the request for modification:

Increase PSC duration. City and County of San Francisco Board of Supervisors' Resolution 286-15 approved settlement of unlitigated claim in favor of the City agreeing to amend the agreement by extending its term by five years from the effective date of the Amendment.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: No other vendor could reach the same level of competence as COMPAS is copyrighted software and under contract to California Department of Corrections and Rehabilitation (CDCR) to provide Risk and Needs Assessment software for the next two years. COMPAS has 600,000 completed risk and needs assessments which APD and other criminal justice agencies will have access to.

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

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

COMPAS is proprietary software that only NorthPointe has the expertise in installing and configuring it. After NorthPointe installs and configures the COMPAS software, the company will provide training to the City employees for further day-to-day operation.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The installation of the

COMPAS proprietary software is a one-time project. This software is copyrighted and cannot be installed by Civil Service Personnel without violating the copyright.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
See attachment for more information.
- C. Are there legal mandates requiring the use of contractual services?  
See attachments for more information.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
See attachments for more information.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 01/08/16, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Diane Lim Phone: 553-1058 Email: diane.lim@sfgov.org

Address: 880 Bryant Street, Room 200, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4050 10/11

DHR Analysis/Recommendation:

03/07/2016

Commission Approval Required

Approved by Civil Service Commission

03/07/2016 DHR Approved for 03/07/2016



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Capital Budget System, Support and Maintenance

Funding Source: Airport Capital and Operating Funds

PSC Amount: \$1,200,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date  
06/30/2027

**1. Description of Work**

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

The San Francisco International Airport (Airport) requires specialized support/maintenance and custom programming for the Airport's Capital Planning System (CPS). The CPS proprietary budgeting software was implemented to manage the capital planning and capital budgeting process for the Airport. The CPS provides the Airport with is a centralized system used for the approval of the Airport's Capital Improvement Plan, Airline review, and processing of capital and facility maintenance project funding requests. The system tracks budget and funding requests for over 340 projects through various internal phases, and is the system of record for all capital budget reporting.

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

This service is needed to support and maintain the CPS. CPS provides the Airport with an airport-wide capital planning system planning tool, the acquisition of hardware/software products and licenses as well as planning, design, and implementation services. Denial of this service may result in delays in development and processing the Capital budgets at the Airport.

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

This is a new request. The services were previously provided through the Technology Marketplace contract with Computerland of Silicon Valley.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for this service.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The five year term aligns with the contract duration.

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

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

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

- B. Explain the qualifying circumstances:  
This is a proprietary system that the Airport cannot support.

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

- A. Specify required skills and/or expertise: The Contractor is required to possess programming knowledge of the proprietary CPS system. Required skills include software configuration, updates, technical support, and custom programming services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1823, Senior Administrative Analyst; 0941, Manager VI;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

None, the CIPPlanner Corporation CPS is proprietary and is only supported by the vendor.

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

- A. Explain why civil service classes are not applicable.  
Civil Service classifications are not applicable because the services needed must include access to proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil services class as the CIPPlanner CPS is proprietary and is only supported by the vendor.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Yes, the contractor will provide user training to Airport staff on as needed basis approximately two hours per month. The user training will be provided to a 9255 Airport Economic Planner and an 1823 Senior Administrative Analyst.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. Yes, CIP Planner Corporation

**7. Union Notification:** On 04/05/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Professional & Tech Engrs, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47028 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Ricardo Valle (AIR)

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**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Tuesday, April 5, 2022 5:32 PM  
**To:** Cynthia Avakian (AIR); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; Ricardo Valle (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47028 - 21/22

RECEIPT for Union Notification for PSC 47028 - 21/22 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 47028 - 21/22 for \$1,200,000 for Initial Request services for the period 07/01/2022 – 06/30/2027. Notification of 30 days (60 days for SEIU) is required.

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

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F18163&data=04%7C01%7Cricardo.e.valle%40flysfo.com%7C049c8705b57f41fa724a08da1765dd64%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C637848023525646347%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6k1haWwiLCJXVCi6Mn0%3D%7C3000&reserved=0> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: Fire Extinguisher Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$2,500,000

**1. Description of Work**

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

Contractor shall provide as-needed fire extinguisher services for City departments. The services include, but are not limited to: (1) Refill extinguishers: perform 6-Year ABC dry chemical fire extinguisher breakdowns; perform 12-Year multi-purpose dry chemical fire extinguisher hydrostatic tests; perform annual fire extinguisher teardown for class K extinguishers; refill halon FM200s; refill halotron; (2) Annual certifications: perform annual fire extinguisher certification on 2 gallons pressurized water extinguishers; perform annual fire extinguisher certification on 2½ lb. to 20 lb. carbon dioxide extinguishers; perform annual fire extinguisher certification on 2½ lb. to 20 lb. dry chemical extinguishers; (3) Hydrostatic Tests: perform semi-annual hood system services; test 2 gallons pressurized water extinguishers; test 2½ lb. to 20 lb. carbon dioxide extinguishers; perform carbon dioxide cartridge exchanges; perform halon, halotron and FM200 system services.

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

Services are required by City departments to ensure properly functioning fire extinguishers to ensure the safety of each individual on City properties. All fire extinguishers at City-owned or leased facilities or buildings must comply with current rules and regulations of the Office of the State Fire Marshal and all other local laws and regulations.

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

The services are currently provided by other procurement methods.

D. Will the contract(s) be renewed?

Yes, the Office of Contract Administration (OCA) will issue a new Request for Proposal (RFP) in 5 years.

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

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

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

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

B. Explain the qualifying circumstances:

No support will be provided as these services are required on an as-needed basis, semi-annually and/or annually.

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

A. Specify required skills and/or expertise: These services require specialized staffing. Contractor's employees must possess fire extinguisher license by the California Department of Forestry and Fire Protection and receive special training in properly refilling the extinguishers and handling chemicals.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: These services require specialized equipment and vehicles. Specifically, the vehicle must be equipped with each of the following: (1) 150-lb. nitrogen; (2) Getz Vacu-Fill System; and (3) Trade weight stations. Additionally, hydrostatic testing must be completed offsite as it may result in an explosion during the testing process.

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

No resources are available within the City.

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

A. Explain why civil service classes are not applicable.

These services require specialized staffing. Contractor's employees must possess fire extinguisher license by the California Department of Forestry and Fire Protection and receive special training in properly refilling the extinguishers and handling chemicals.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No because City departments do not have: (1) staff specialized in refilling extinguishers and handling chemicals and (2) equipment and vehicles required to perform these services. There are no Civil Service classes that can perform refilling, annual services and hydrostatic testing. The current Civil Service classes' duties are managing fire protection and overseeing compliance with regulatory requirements.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

No. No training will be provided.

- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 04/11/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Room 430 San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44714 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/06/2022

Civil Service Commission Action:



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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
**To:** [RECEIPT for Union Notification for PSC 44714 - 21/22 more than \\$100k](mailto:Khaw, Lynn (ADM); kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD)</a><br/><b>Subject:</b> Receipt of Notice for new PCS over $100K PSC # 44714 - 21/22<br/><b>Date:</b> Monday, April 11, 2022 2:47:52 PM</p><hr/></div><div data-bbox=)

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 44714 - 21/22 for \$2,500,000 for Initial Request services for the period 05/01/2022 – 04/30/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18217> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD

Dept. Code: ECD

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

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

Type of Service: Professional Services

Funding Source: General Fund

PSC Amount: \$2,601,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date  
06/30/2031

**1. Description of Work**

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

This service will provide Mass Notification services that allows users to send notifications to individuals or groups using lists and locations to the public, City/Partner agencies and to CCSF Disaster Services Workers in the event of an incident, emergency and/ disaster.

This system provides:

- Unlimited email notifications
- Unlimited Everbridge mobile app push notifications
- SMS, Voice, Fax, conference calls, TTY communications and notifications are subject to the Everbridge Credit Based Usage Policy.

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

This service will provide Mass Notification services that allows users to send notifications to individuals or groups using lists and locations to the public, City/Partner agencies and to CCSF Disaster Services Workers in the event of an incident, emergency and/ disaster. As a result of denial, DEM cannot provide effective crisis response and/or emergency notifications to the public, city and county workers, and city leadership.

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

The service has been provide by Everbridge, our current vendor. We have received an OCA waiver to do a 21.30 – sole source

D. Will the contract(s) be renewed?

No this will be a contract that runs for 9 years.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
Provide stakeholder engagement, facilitation and training services for community based organizations and service providers for crisis response and emergency preparedness programs.

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

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

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

- B. Explain the qualifying circumstances:

Department of Emergency Management is the lead in emergency management response and activities. Mass Notification services provides messages and broadcasts to inform employees and the public of an emergency. It sends real-time alerts and instructions to groups and individuals during critical events such as natural or man-made disasters, pandemics, and terrorist attacks.

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

A. Specify required skills and/or expertise: The contractor will provide a SaaS based mass notification and emergency response system for issuing high volumes of routine and emergency notification messages. The emergency notification system is flexible, capable of sending and receiving messages to and from a subscriber bases of at least 800,000 critical stakeholders in a multi-jurisdictional environment. The system will have the ability to send and receive messages on multiple device types, including but not limited to cell phones, landlines, wired and wireless computes, fax machines, and social media

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No – this is a propriety system and will be maintained by the contractor only

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

The mass notification services provided are not available through other City Agencies or City Services. Additionally, other City Agencies rely on our Mass Notification system for notifications.

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

A. Explain why civil service classes are not applicable.

This is a proprietary system and the work requires specialized skill sets that no Civil Service Classes are the exact match to perform.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. This is a proprietary system and the work requires specialized skill sets that no Civil Service Classes are the exact match to perform.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. No training will be provided by the vendor.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 03/21/2022, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Management & Superv Local 21; Misc. Unrepresented Employees; Municipal Executive Association; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; Unrepresented Management; Unrepresented Miscellaneous

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

Name: Thomas Chen Phone: 4152696562 Email: Thomas.Chen@sfgov.org

Address: 1011 Turk Street San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46054 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of Thomas.Chen@sfgov.org  
**Sent:** Monday, March 21, 2022 1:55 PM  
**To:** Chen, Thomas (DEM); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Frigault, Noah (HRC); Meyers, Julie (HSA); thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Chen, Thomas (DEM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46054 - 21/22

RECEIPT for Union Notification for PSC 46054 - 21/22 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 46054 - 21/22 for \$2,601,000 for Initial Request services for the period 07/01/2022 – 06/30/2031. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/18097> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HEALTH SERVICE SYSTEM -- HSS

Dept. Code: HSS

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

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

Type of Service: Secure Facility Printing and Secure Facility Mailing

Funding Source: Health Service System Trust Fund

PSC Amount: \$1,000,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date  
06/30/2027

**1. Description of Work**

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

San Francisco Health Service System ("Department", "SFHSS") requests to procure secure facility printing and secure facility mail services for open enrollment so as to institute sufficient contractual service level agreements and confidentiality protections to ensure Health Insurance Portability and Accountability Act (HIPAA) compliance for the communication of protected health information (PHI), personally identifiable information (PII) and employee identification information (EII). As a secondary benefit, the integration of City employees into the scope of services (project oversight, deliverable/process review and approval) would net a significant knowledge transfer to the City in an area of expertise not currently represented by any City Department or personnel.

SFHSS is implementing an internal business process to audit dependent eligibility in Health Service System on a routine and annual basis, which is a requirement of the Health Service Board. Every year a specific population will be identified by the Department, which individual members will be required to submit sensitive documents to the Department to retain their dependents as being covered under Health Service System (Dependent Eligibility Verification Audit ("DEVA")). This audit process requires steady communications to Health Service System Members who have been identified as audit candidates, which the communications managed at a secure facility due to the sensitivity of the communications. The Facility must be capable of handling and protecting protected health information (PHI), personally identifiable information (PII) and employee identification information (EII).

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

These services require fast and accurate management of protected information (PHI, PII, EII) pertaining to our 136,000+ SFHSS Members and distribution of that protected information in a variety of formats over a very narrow and highly regulated open enrollment period each year and the ongoing membership audits that ensure eligibility to the Health Service System. As neither SFHSS nor the City possess the level of technical expertise, equipment or facilities to manage either the complexity or sheer volume of these open enrollment communications, we must outsource to highly qualified vendors. Prior HIPAA violations have resulted from insufficient quality control procedures and the lack of detailed oversight, performance guarantees, and service level agreements for past SFHSS vendors. The penalties for HIPAA noncompliance are based on the level of negligence and can range from \$100 to \$50,000 per violation (or per record), with a maximum penalty of \$1.5 million per year for violations of an identical provision of the Act. SFHSS seeks to avoid similar HIPAA



compliance violations by directly procuring a vendor for these services. The proposed agreement would include a detailed scope of work with extensive service level agreements (SLAs), quality assurance measures, the City-Attorney-approved Business Associates Agreement (by addendum), and performance guarantees to ensure confidentiality and HIPAA-compliant processes, procedures and systems (including as it relates to the prospective vendor's personnel, computer systems, printing equipment, mail merge technology, mail sorting systems, and automated process tracking).

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

In prior years, printing and mailing services were procured through the Office of Contract Administration, and most recently these services have been provided through a direct contract with a secure mail service facility.

D. Will the contract(s) be renewed?

The initial term of the contract is two (2) years with three (3) one (1) year options to new, for a total estimated term of 5 years. The department doesn't not expect the contract to be renewed beyond the 5 years which will be made available through this Agreement

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The Department is required to communicate to its members periodically throughout the year and on annual basis regarding plan changes for Open Enrollment. Additionally, the newly implemented Dependent Eligibility Verification Audit will be occurring every year, on an ongoing basis. The proposed term of the Agreement which will be created is expected to have an initial term of two (2) years, with three (1) options to renew for one (1) year each, for an overall term of 5 years. After 5 years, the department will revisit internal operational needs, and possibly rebid the business if a secure printing and mailing facility continues to be required.

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

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

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

B. Explain the qualifying circumstances:

There is currently not a plan to transition this work back to the City, as this is for a limited/intermittent term which requires specialized equipment. Open Enrollment occurs once a year, with the printing occurring between July and September, and the mailing occurring in October through January. Additionally, the DEVA Audit will also be conducted on an annual basis with the similar time frames of Open Enrollment. It would not practical to adopt a new class for this limited/intermittent term work.

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

A. Specify required skills and/or expertise: Open Enrollment and the Audit communications documents use newer technology that issue unique Quick Response Codes (QR Codes) so as to ensure that each Member's forms are properly routed. This process is detailed, complex and requires both the software, hardware, expertise and experience to execute the scope of services

and avoid HIPAA violations. The production of materials will occur within a secure facility, while maintaining HIPAA compliance, operating printing equipment, integrating mail merge technology, managing mail sorting systems, and ensuring automated process tracking.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1404, Clerk; 1764, Mail & Reproduction Svc Sprv;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide secure printing and secure mailing facilities, and printing and mailing equipment which is not currently possessed by the City.

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

In prior years, before directly contracting with a Secure Printing and Mailing Facility, print and mail services were procured through the Office of Contract Administration, however as a result of the number of historical errors, HIPAA compliance issues and lack of direct accountability, there is a need to have both Printing and Mailing to be supplied by one vendor which maintains secure facilities.

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

- A. Explain why civil service classes are not applicable.  
As this work will be performed within the vendors secure facilities, there would be no role for a 1764 (Mail And Reproduction Service Supervisor) or 1404 (Clerk) offsite. Additionally, the city does not possess the required equipment or skills needed for these services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Open Enrollment occurs once a year, with the printing occurring between July and September, and the mailing occurring in October through January. Additionally, the DEVA Audit will also be conducted on an annual basis with the similar time frames of Open Enrollment. It would not practical to adopt a new class for this limited/intermittent term work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. See Attached
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 03/11/2022, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; SEIU Local 1021

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

Name: Iftikhar Hussain Phone: (628) 652-4614 Email: iftikhar.hussain@sfgov.org

Address: 1145 Market Street, 3rd Floor San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49501 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [iftikhar.hussain@sfgov.org](mailto:iftikhar.hussain@sfgov.org)  
**To:** [Hussain, Iftikhar \(HSS\); Laxamana, Junko \(BOS\); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Frigault, Noah \(HRC\); Meyers, Julie \(HSA\); thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconillo, Katherine \(PUC\); pcamarillo\\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee \(HSA\); david.canham@seiu1021.org; jtanner940@aol.com; William Kudenov \(HSS\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Hussain, Iftikhar (HSS); Laxamana, Junko (BOS); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Frigault, Noah (HRC); Meyers, Julie (HSA); thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; William Kudenov (HSS); DHR-PSCCoordinator, DHR (HRD)@seiu1021.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49501 - 21/22  
**Date:** Friday, March 11, 2022 11:36:41 AM

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RECEIPT for Union Notification for PSC 49501 - 21/22 more than \$100k

The HEALTH SERVICE SYSTEM -- HSS has submitted a request for a Personal Services

Contract (PSC) 49501 - 21/22 for \$1,000,000 for Initial Request services for the period 07/01/2022 – 06/30/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18108> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

## **Training PSC-49501 - 21/22**

Although there will be no training issued by the vendor to the City, on the mass printing equipment or mass mailing equipment, the City will net a significant knowledge transfer in an area printing and mailing project oversight, deliverable/process review and approval of expertise not currently represented within the Department. These services involve cutting-edge technical processes and procedures, far outside the scope of the City's current departments and personnel, the SFHSS agreement would integrate our HIPAA Compliance Officer and Enterprise Systems Analytics Manager, as well as our designated in-house project management and communications staff, into the delivery of these services. This would allow SFHSS to ensure on-the-job training for these employees and net a significant transfer of knowledge and skill to the City.



# SAN FRANCISCO HEALTH SERVICE SYSTEM

Affordable, Quality Benefits & Well-Being

## REQUEST FOR PROPOSALS FOR Printing and Mail Services for Benefits Communications, Open Enrollment and Audits RFPQ#HSS2022.C1

CONTACT: Michael Visconti, michael.visconti@sfgov.org, (628) 652-4645

### **Background:**

The San Francisco Health Service System (SFHSS) executes all process phases related to benefit operations and administration of benefits for approximately 136,000 individuals, including both active and retired employees of the City and County of San Francisco, the San Francisco Unified School District, the Community College of San Francisco, and the San Francisco Superior Court, and their covered dependents (SFHSS Members).

### **Intent of this Request for Proposals (RFP):**

The San Francisco Health Service System seeks proposals from Respondents demonstrating the successful provision of secure print and mail services including secure delivery of HIPAA-protected information for large public-sector clients. It is the intent of SFHSS to identify the most responsible and qualified Respondent and to negotiate a contract for the services described, including support for annual open enrollment communications, medical, dental, vision and voluntary benefits, and support for dependent eligibility verification audit communications.

**Anticipated Contract Term:** five (5) years\*

\*three (3) one-year options to extend following the first two (2) year term

**Anticipated Budget:** \$200,000 annually

### **Subcontracting/Sub-consulting Requirement:**

There is no subcontracting or subconsulting requirement for this agreement due to presence of HIPAA-protected information in open enrollment and benefits communications and audits. However, the City strongly encourages responses from qualified LBEs. Pursuant to Admin Code Chapter 14B rating bonuses will be in effect for any Respondents who are certified as a Small- or Micro-LBE by the Contract Monitoring Division (CMD).

### **Requirement to be an Approved Supplier:**

All respondents to this RFP must certify to become an Approved Supplier within ten (10) days of award or selection by SFHSS. This includes completing a 12B Equal Benefits Declaration. Respondents to this RFP should review the Approved Supplier and 12B process prior to bidding: <https://sfcitypartner.sfgov.org/pages/index.aspx>, as well as the City's prohibition on contracting with vendors headquartered in or providing services from states that allow discrimination against LGBT individuals or states with restrictive abortion laws. <https://sfgsa.org/chapter-12x-state-ban-list>.



**Schedule:\***

RFP Issued	3/15/2022
<b>Deadline for RFP Questions</b>	<b>4/5/2022 (2PM PT)</b>
RFP Answers Posted	4/13 - 4/16/2022
<b>Deadline for Proposals</b>	<b>5/3/2022 (2PM PT)</b>
Notice of Intent to Award	6/1/2022
Contract Start Date	7/1/2022

\*dates subject to change

**RFP Questions and Communications:**

To ensure fair and equal access to information about this RFP, any and all communications must be directed to **michael.visconti@sfgov.org**. Unauthorized communications may be cause for disqualification and rejection of Proposal(s). Questions must be in writing and received by the Deadline for RFP Questions. No questions will be accepted after this time with the exception of City vendor requirement questions.

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# 1. Introduction

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## 1.1 The San Francisco Health Service System

### 1.1.1 The San Francisco Health Service System.

The San Francisco Health Service System (SFHSS) is dedicated to preserving and improving sustainable, quality health benefits and to enhancing the well-being of employees, retirees and their families (referred to collectively as “Members” by SFHSS).

SFHSS serves employees and retirees from four participating employer groups, as well as their dependents: the City & County of San Francisco, the San Francisco Unified School District, City College and the San Francisco Superior Court.

### 1.1.2. SFHSS Member Population.

SFHSS executes all process phases related to benefit operations and administration of non-pension benefits (including health, dental and vision)<sup>1</sup> and manages well-being services and outreach for approximately 47,000 employees, 36,000 retirees and 53,000 dependents (totaling over 136,000 covered Member lives) in accordance with The City and County of San Francisco Charter §§ 12.200-12.203 and A8.420-A8.432, and San Francisco Administrative Code §§ 16.700-16.703.<sup>2</sup>

## 1.2 Open Enrollment and Health Benefit Communications

### 1.2.1. Open Enrollment.

SFHSS is mandated to preserving and improving sustainable, quality health benefits for the employees and retirees of CCSF, USD, CCD, the Courts, and their covered dependents. SFHSS’ year-round work and purpose is reflected and presented to our members during our Open Enrollment (“OE”) period which takes place in October each year. This RFP shall support the publications and materials SFHSS and its membership rely exclusively on to learn about their benefits options, changes, rates as well as the materials required for members to enroll, re-enroll or change their benefits elections on behalf of themselves and their dependents.

OE is a critical part of SFHSS’ mandate and business purpose therefore all work and materials performed under this RFP is of the highest importance to SFHSS and its governing Board and involves the production of highly visible materials that contain highly confidential information including personally identifiable and HIPAA-related information and must be executed and delivered in a timely manner following the highest standards of quality control and assurance throughout each phase of

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<sup>1</sup> Non-pension benefits are comprised of health, dental and vision benefits, as well as certain additional benefits made available to SFHSS Members. Retirees are classified as either eligible for Medicare (Medicare Retirees) or ineligible (Non-Medicare Retirees).

<sup>2</sup> <https://sfgov.org/services/sf-municipal-codes>

production to ensure accuracy, compliance and completeness of each series of deliverables. SFHSS' membership includes dozens of unions and worker associations who participate in negotiations with the City and others about benefits rates which may result in time-sensitive changes, edits and modifications before press time requiring working closely with SFHSS on changes, proofing and workflow in order to ensure accuracy and timeliness of publications and mailings. Contractor shall be able to provide flexibility and work closely with SFHSS to provide all reasonable alternatives with scope of RFP to accommodate necessary changes. All work performed under RFP shall require regular daily communications with SFHSS and an expectation of high levels of customer service and attention to detail as required by SFHSS and contemplated by RFP.

### **1.2.2. SFHSS Well-Being Division.**

SFHSS supports all Members with a comprehensive in-house well-being program and dedicated well-being staff (the "Well-Being Division"). Partnerships with our current health plans and health benefit vendors are integral to the success of the Well-Being Division and SFHSS well-being programs. The Well-Being Division has several core functions, including:

- (i) providing an in-house, full-spectrum, Employee Assistance Program (EAP), staffed by City employees who are licensed clinicians,
- (ii) developing employee health and well-being communities and expanding department-level health and well-being buy-in,
- (iii) coordinating retiree health and well-being programs,
- (iv) administering healthy behavior campaigns and challenges, and
- (v) promoting targeted health interventions and activities including diabetes prevention programs, healthy habit programs, flu vaccine clinics, health screenings, seminars, coaching, and group exercise classes.

## **1.3 Dependent Eligibility Verification Audits**

In accordance with current Health Service System Rules, approved by the Health Service System Board on December 9, 2021, Section E ("Member Responsibility To Notify Health Service System, When A Dependent Becomes Ineligible"), the Health Service System may audit dependent eligibility at any time (a "Dependent Eligibility Verification Audit" or DEVA). Although the City does not require Members to periodically submit documentation to substantiate dependent eligibility after it has previously been established, it remains the responsibility of the Member to provide immediate written notification to the Health Service System to cancel coverage for any Dependent who no longer meets the conditions for eligibility. In absence of regular controls to verify Dependent eligibility for existing Dependents, there is an increased possibility that ineligible Dependents may receive benefits which could potentially increase the cost of health care to the City.

SFHSS recognizes this risk exposure and seeks a partner as a result of this RFP to perform the printing, distribution and response tracking of mailed-in responses to annual Dependent Eligibility Verification Audits.

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## 2. Scope of Work

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This scope of work is a guide to the work SFHSS expects to be performed by the selected Contractor. It is not a complete listing of all services that may be required. Selected Contractor will work closely with the SFHSS Open Enrollment Project Manager, the SFHSS Communications Division, and the SFHSS Member Services Division, in addition to SFHSS management. The quantities listed below are representative of prior Open Enrollment and benefit mailings for a single fiscal year (July 1 – June 30). These quantities change annually based on changes to the total Member population (e.g., new hires, separation from employment, retirements) or changes to the desired communications strategy of the San Francisco Health Service System.

### 2.1 Proposed Appendix A (Scope of Services)

#### 1. SFHSS, Members, and Open Enrollment

##### 1.1. The San Francisco Health Service System.

The San Francisco Health Service System (SFHSS) is responsible for preserving and improving sustainable, quality health benefits for the employees and retirees from four participating employer groups, the City and County of San Francisco (CCSF), the San Francisco Unified School District (USD), The San Francisco Community College District (CCD), the Superior Court of California for the County of San Francisco (Courts), as well as their covered dependents (the “SFHSS Member Population”).

##### 1.2. SFHSS Member Population.

The SFHSS Member Population consists of approximately 136,000 individuals. The non-pension benefits for the SFHSS Member Population are comprised of health, dental and vision benefits, as well as certain additional benefits. Active employees are classified by their participating employee group, unless they belong to the Municipal Executives Association (MEA), which for the most part represents management and executive members within the respective participating employer groups. Retirees are classified as either eligible for Medicare (Medicare Retirees) or ineligible (Non-Medicare Retirees).

##### 1.3. Open Enrollment.

For one month each year, the SFHSS Members Population is permitted to make changes to their benefit options, such as health insurance, dental insurance, vision coverage, and certain fringe benefits that are available to them. The Services shall support the publications and print communications SFHSS and the SFHSS Member Population rely on exclusively to learn about those benefit options, changes to benefits, rates for benefits, and any materials required for the SFHSS Member Population to enroll, re-enroll or change benefits elections on behalf of themselves and their dependents. OE is a critical part of SFHSS’ mandate and business purpose therefore all Services are of the highest importance to SFHSS and its governing Health Service System Board (Board) as the Services are highly visible and contain highly confidential

information including personally identifiable and HIPAA<sup>3</sup>-protected information which must be delivered in a timely manner while adhering to the highest standards of quality control and assurance.

#### 1.4. Collaborative Process and Stakeholders.

In addition to SFHSS staff, SFHSS benefit providers, and the Board, the SFHSS Membership Population includes dozens of unions and worker associations who participate in negotiations with the City and SFHSS about benefits and rates. This may result in time-sensitive changes, edits and modifications to the Services. As such, the Print and Mail Schedule (Section 4) and project management and coordination between Contractor and SFHSS are paramount and require regular daily communications with SFHSS and an expectation of high levels of customer service and attention to detail.

## 2. **Print and Mail Services**

Contractor will coordinate with SFHSS on the printing and mailing of Deliverables for the SFHSS Member Population, including the processing of and quality control measures for Member-specific confidential and protected data including names, addresses and benefit information (for Members and their dependents) from an SFHSS database in order to facilitate sending open enrollment health benefit communications to Members (OE Mail Merge), the validation and re-validation of Member address information and National Change of Address Process (NCOA), and the review and verification of deliverable layout and design (Design QC).

### 2.1. **NCOA and Mail Merge**

**2.1.1. NCOA.** SFHSS will coordinate with Contractor on multiple rounds of NCOA (National Change of Address Process) to determine a final run of good addresses (Clean), address with a change of address on file with post office (Move Updates), and undeliverable or incomplete addresses (Fails). SFHSS will conduct outreach to Fails. NCOA occurs in July and November. For a given plan year, if a third NCOA is requested by SFHSS, it will occur in April.

**2.1.2 OE Mail Merge.** Contractor will perform a mail merge for each mailing listed below with multiple rounds of quality control and verification, as necessary to ensure accuracy and reduce errors. SFHSS will provide initial files, InDesign templates, fields, and member information. Each deliverable may have a variable quantity of fields depending on the specific member's information and dependent information. SFHSS files will be sent as flat files (format options to be discussed with Contractor) and may contain 36,000 or more records each. Format of fields is critical and may include leading zeros. Separate files for quality control test cases will be sent to Contractor by SFHSS.

**2.2. Letter Templates.** At the request of SFHSS, Contractor shall provide letter templates and data sets for Open Enrollment Letters (Sec. 3.1) and Confirmation Letters (Sec. 3.3).

### 2.3. **Design QC**

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<sup>3</sup> Health Insurance Portability and Accountability Act of 1996, (Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) as amended.

**2.3.1.** Rounds of Review and Approval. SFHSS will provide Contractor with first round InDesign files for all Print and Mail Deliverables (letters, forms, envelopes, guides, booklets, and merged live data file sets for letters, forms, inserts, *et. al*), as applicable. Contractor will verify the InDesign layout, merged sets of each document/publication using live test data (to be identified and provided by SFHSS), accuracy of dimensions, and specifications, ensuring live data merges are accurate, complete and printing within designated fields, which are variable, and within parameters of design layout, propose and execute any alternative methods or materials, including support and troubleshooting for layout and merged data corrections, and return to SFHSS for final review and approval, as required. SFHSS and Contractor will engage in up to four (4) such rounds of review and approval of each deliverable. Corrections as a result of an error or omission of Contractor shall not count towards aforementioned rounds of review and approval. Contractor shall make every reasonable effort to correct mail merges using SFHSS live test data and final data files to ensure accuracy in the final production and publication of all printed materials and mailings. Contractor shall use GMC Inspire variable print software or equivalent post-data processing to ensure data matches SFHSS templates and artwork allowing SFHSS data to be placed correctly on SFHSS artwork. Fields that should appear are subject to the member classification (e.g., CCSF, CCD, USD, RET) and number of actual dependents in member's data. Artwork containing data fields shall contain the maximum number of fields and rows as required by data files. Contractor shall provide services and software that shall allow for printing adjustments for merged letters such that empty or otherwise blank fields in artwork templates shall not appear in print, nor shall additional rows appear as they may otherwise be included in artwork.

**2.3.2.** Paper and PDF Proofs. For each round of review, Contractor will provide SFHSS with both a hard copy (paper) proof of each Print and Mail Deliverable as it will appear (size, paper type/weight, design and dimensions, color) as a publication and a PDF proof (sent via email to SFHSS within twenty-four [24] hours) allowing SFHSS to review quality of paper, color rendering, layout in print and how final deliverables will appear (e.g. ensuring double-sided pages to not reveal text from previous page). If only a PDF proof is required by SFHSS for any round(s) of review, SFHSS will notify Contractor in writing. Contractor shall provide all hardcopies of paper proofs to SFHSS via priority overnight mail or hand delivery to arrive within twenty-four (24) hours.

Unless otherwise approved in advance by SFHSS in writing, paper must meet the requirements of the San Francisco Environmental Code, Chapter 5 (the "San Francisco Resource Conservation Ordinance"), including Sec. 506 (Purchase and Use of Printing and Writing Paper Products).<sup>4</sup>

Hard copy proofs shall be transmitted to SFHSS via overnight mail or courier for receipt by the next business day. Contractor shall submit invoices for hard copy proofs pursuant to Section 2.4.3 (Shipping) for reimbursement by SFHSS.

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<sup>4</sup> The San Francisco Resource Conservation Ordinance (San Francisco Environmental Code, Chapter 5), is available at [http://library.amlegal.com/nxt/gateway.dll/California/environment/chapter5resourceconservationordinance?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$anc=JD\\_Chapter5](http://library.amlegal.com/nxt/gateway.dll/California/environment/chapter5resourceconservationordinance?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_Chapter5).



- 2.3.3.** Contractor Print and Mail Tracking. Contractor will provide internal tracking of deliverables through the use of scanners and two-dimensional barcodes. Contractor must provide SFHSS with the specifications (such as dimensions, location, resolution, etc.) prior to the first round of review, or as requested by SFHSS, for any internal print and/or mail barcode or tracking code on any Print and Mail Deliverable(s). All mailings will use intelligent mail barcodes (IMB) to insure tracking of all first-class mailings and efficient processing by the USPS.
- 2.3.4.** USPS Compliance. Contractor will maintain 100% compliance with the United State Postal Service (USPS) as a detached mailing unit (DMU) for the USPS.
- 2.3.5.** Process Management. Contractor will use an integrated software system to manage Services provided under this Agreement. The system will provide online, real-time processing of applicable Services, including job estimating, scheduling, and invoicing. Contractor will use HIPAA, COBIT<sup>5</sup>, and SOX<sup>6</sup> compliant processes and controls, as applicable, including line scan cameras, camera/optical scanners and image analysis programs, as well as proprietary systems.

## **2.4. Mailing and Postage**

- 2.4.1.** Mailing. Contractor will be required to stagger the mailing of select deliverable. Staggered mailing may be by quantities as low as 5,000 units or fifty percent of the total quantity of a specific deliverable. Contractor will use pre-sorting, carrier route sorting, other methods to minimize postage at the request of SFHSS, (e.g., merge documents and pre-sort for optimal saturation rates including running data through postal pre-sort mail sortation software allowing for intelligent mail bars (IMB) and allowing for delivery information to be applied to multiple sorts to local carrier level information for optimal sorting before USPS receives it).
- 2.4.2.** Postage Pre-Payment. Contractor will submit a quote to SFHSS prior to each mailing with an estimated postage amount based on pre-sorted USPS first class mail, postage paid and the quantity for a specific mailing or series of staggered mailings using Contractor's indicia. SFHSS will provide Contractor with a check or wire transfer in the amount of the estimated postage in advance. Upon completion of the mailing, Contractor and SFHSS will reconcile the estimate with the actual amount of postage, requiring either a refund by Contractor of the excess amount, or additional payment by SFHSS to Contractor.
- 2.4.3.** Shipping. Contractor will submit a quote to SFHSS prior to each direct shipment of deliverables to SFHSS with estimated shipping cost and recommended method of delivery. SFHSS will provide Contractor with a check or wire transfer in the amount of the estimated shipping cost in advance. Upon delivery, Contractor and SFHSS will reconcile the estimate with the actual cost of shipping, requiring either a refund by Contractor of the excess amount, or additional payment by SFHSS to Contractor.

## **2.5. Miscellaneous Print and Mail Provisions and Safeguards**

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<sup>5</sup> "Control Objectives for Information and Related Technology" available from the Information Systems Audit and Control Association (<https://www.isaca.org>).

<sup>6</sup> The Sarbanes-Oxley Act of 2002 (Pub.L. 107-204, 116 Stat. 745, enacted July 30, 2002).



- 2.5.1. Spoils. Contractor will submit its spoils process (the process by which Contractor will replace any deliverables damaged in the process of printing, folding or insertion and reprinting those records for insertion by hand or otherwise) for SFHSS review and approval.
- 2.5.2. Site. Services must be performed within the United States. SFHSS may require Contractor to facilitate a site-visit of its facilities used to provide the print and mail deliverables. Contractor will not be responsible for transportation costs.
- 2.5.3. Contractor’s Project Manager. Contractor will designate a single project manager to oversee all deliverables for review and approval by SFHSS. At the request of SFHSS, and upon reasonable notice, SFHSS may request a new project manager. The project manager shall have no less than three (3) years of professional mail house experience overseeing mailings of a similar size, and complexity, and containing sensitive personally identifiable information. The project manager shall be responsible for receiving all communications, materials, requests, and data and shall be responsible for providing prompt service, responses and make themselves available by telephone and email to SFHSS.

The designated Contractor Project Manager will be:

- [full name]
- [title]
- [email]
- [direct phone number]

- 2.5.4. Secure File Receiving and Processing. Contractor will provide, set-up, and oversee the use of a SFTP (Secure File Transfer Protocol) site for all files, NCOA, mail merge files, deliverables and drafts thereof, for all rounds of review, quality control measures, and final delivery. Contractor will use encrypted email attachments, CDs, DVDs, flash drives and/or portable external hard drives, as needed to ensure secure file receiving and processing absent an SFTP site, upon written approval from SFHSS.

**2.6. Dependent Eligibility Verification Audit (DEVA)**

- 2.6.1. Project Overview. The Dependent Eligibility Verification Audit (DEVA) will include the review and verification of SFHSS required documentation which legally establishes the relationships between the subset of Members selected for audit (Audit Participants) and their Dependents. Each DEVA ensures that all enrolled Dependents are eligible as per the Health Service System Rules, as approved by the Health Service System Board.
- 2.6.2. Project Management and Tracking. Contractor will organize and prepare a series of up to seven (7) DEVA letters that SFHSS will draft. Each letter will have a distribution list provided by SFHSS. The distribution list will vary depending on timeliness of when a member chooses to respond to the audit.

**Letter Quantity**

Letter Quantity A	600
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Letter Quantity B	
Letter Quantity C	
Letter Quantity D	
Letter Quantity E	
Letter Quantity F	
Letter Quantity G	

Each letter and any additional pages will be single or double-sided 8.5” x 11” sheets, printed in color using 4/4 water-based ink, color, or equivalent with no bleed. Letters shall use SFHSS’ letterhead and logo. Paper: #60 Pacesetter Recycled Text White or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

Letters shall be mailed in Standard #10 Window business envelopes (1-1/18" x 4-1/2" window Size, window location 7/8" from left, 2-3/8" from bottom in landscape orientation), that includes the SFHSS logo, banner and return mailing address printed in color using 4/4 water-based ink, color, or equivalent with no bleed.

- 2.6.3. USPS P.O. Box. Set-up a USPS P.O. Box and manage the tracking of mailed-in DEVA responses from SFHSS members.
- 2.6.4. Coversheet and Barcoding. Each DEVA mailing will include a coversheet with a unique barcode or other way to identify the member that is tied to the member’s SFHSS I.D., so members can exercise the option to mail-in their response and be easily identified in order for their data to merge with the SFHSS Salesforce system.
- 2.6.5. Mail Timing. Letters are to be mailed approximately 3-4 weeks apart to allow time for SFHSS Member Services to review the proof of eligibility and create new files for the next round of letters.
- 2.6.6. Point of Contact. Contractor will identify a key point of contact for the DEVA project to manage all communications and reporting with SFHSS
- 2.6.7. Project Schedule. SFHSS will collaborate with Contractor develop a project timeline/schedule for the series of DEVA mailers.
- 2.6.8. NCOA. Perform an NCOA (National Change of Address Process) to determine a final run of clean addresses, addresses with a change of address on file with post office or move updates, and undeliverable or incomplete addresses, or fails, in advance of the mailing series that shall be provided to SFHSS in advance of the audit.
- 2.6.9. DEVA Timeline.

<b>Day 1</b>	<i>Audit Start Date</i>
<b>Day 1</b>	<i>Contractor Sends Initial Custom Verification Notice</i>
<b>Day 30</b>	<i>Contractor sends Reminder Letter, Received &amp; In-Review Letter, Needs More Info or Complete &amp; Thanks Letter</i>

<b>Day 60</b>	<i>Contractor sends FINAL Reminder Letter, Received &amp; In-Review Letter, Needs More Info or Complete &amp; Thanks Letter</i>
<b>Day 90</b>	<i>Contractor Sends Incomplete/Non-Respondent Participant Cancellation Letters or Complete &amp; Thanks Letter</i>
<b>Day 105</b>	<i>Contractor sends Final Results, Claims and Appeals Notice</i>
<b>Day 105</b>	<i>Audit End Date</i>

**2.6.10. Detailed DEVA Structure.**

- 2.6.10.1. SFHSS Sends Alert Notifications to Audit Participants announcing DEVA, verification period deadline (Day 61 eNews & BED newsletter).
- 2.6.10.2. Contractor Sends Alert Notice to Audit Participants on Day 62 announcing the audit and notifying Audit Participants of self-declaration of ineligible Dependents without consequences during the Audit period ("SFHSS Amnesty Period").
- 2.6.10.3. Contractor Sends Initial Custom Verification Request Notice to Audit Participants on Day \_\_\_ with detailed instructions on how to complete their dependent verification and announcing the verification period deadline of Day \_\_\_.
- 2.6.10.4. Contractor Sends Custom Reminder Letters to Audit Participants on Day \_\_\_ describing DEVA and reminding Audit Participants of the verification period deadline (Day \_\_\_).
- 2.6.10.5. Contractor Sends Custom Incomplete/Non-Respondent Participant Letters are sent to Audit Participants on Day \_\_\_ notifying Audit Participants that they will miss the dependent verification deadline and giving them a final opportunity to respond during a thirty (30) day grace period (Day \_\_\_ through Day \_\_\_).
- 2.6.10.6. Contractor Sends Custom Final Results, Claims and Appeals Notice to Audit Participants on November 7, 2022 informing participants of final dependent status and instructions on how to file a claim/appeal to dispute the final result.

*The remainder of this page intentionally left blank, Print and Mail deliverables on next page*

### 3. Deliverables

Contractor will perform the printing, mailing and associated processes, including the Services detailed in Section 2 (Print and Mail Services) for the following Deliverables, or a subsets thereof, upon request by SFHSS.

#### 3.1. **Open Enrollment (OE) Application Form-plus-Letter and Self-Service Letter with Booklet**

3.1.1. **Booklets.** At the request of SFHSS, Contractor will deliver an approximately 16 pages, self-cover, color booklet with variable content, one for each of the following subsets of the SFHSS Member population:

- CCSF Self-Service (CCSF shall include Courts and Commissioners),
- SFUSD Self-Service,
- CCD Self-Service,
- Municipal Executives Association (MEA) Self-Service, and
- Retirees and/or Retiree Self-Service<sup>7</sup>,

(collectively, the “Booklet Subsets”).

#### Booklet Specifications.

*Application Form-plus-Letter or Self-Service Instructions Form-plus Letter:*

- The Booklet will include a stand-alone two-sided open enrollment letter specific to each SFHSS Member (8”x11”), and either (i) a stand-alone two-sided open enrollment application form (8”x11”) or (ii) a stand-alone two-sided open enrollment Self-Service Instructions Form (8”x11”). The stand-alone two-sided open enrollment letter will include the SFHSS Member’s address for use in conjunction with the Window Envelope.
- The letter (8”x11”, portrait) will be a detailed cover letter informing each SFHSS Member of Open Enrollment (OE) and will include merged member-specific data, including name and address, ID number, plan names, rates, additional benefits and dependent(s) data across up to eighty-five (85) data fields. The exact number of data fields shall depend on the member classification and number of dependents, if any.
- The Open Enrollment Application Form (8”x11”, portrait, color double-sided) shall contain at least 3 fields. All data fields accommodating the variable number of dependents in each member classification shall be provided in SFHSS artwork. SFHSS’ data shall include fields that do not contain any information (e.g., members who have no dependents or less than max. number of dependent fields provided). Contractor shall ensure that empty fields and rows provided in artwork does not appear on merged letters and that

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<sup>7</sup> SFHSS in the process of providing all members Self-Service instructions in lieu of forms. However, it may be determined that Retirees, or a subset of Retirees, may continue to receive forms.

Contractor's QA and software/printing programming shall ensure automatic printing adjustments for each member letter, envelope or form shall not contain any field sets appearing or any unnecessary additional rows or spacing to maintain a professional look and layout on all final merged materials.

- The Self-Service Instructions (8"x11", portrait), will be color double-sided self-service instructions for the SFHSS Member, specific to the subset of the SFHSS Member population. The following is an example of the Self-Service Instructions (stand-alone, see below) for the prior (2021) Plan Year: <https://sfhss.org/resource/city-county-san-francisco-and-superior-court-san-francisco-self-service-instructions>
- For the Open Enrollment Application Form, the back cover will contain a QR code identifying the appropriate Booklet Subset to facilitate electronic sorting by SFHSS upon receipt from the Member. The following is an example of an enrollment form (stand-alone, see below) for the 2019 Plan Year: <https://sfhss.org/sites/default/files/2021-04/2021-CSF-Enrollment-Form-Fillable.pdf>

*Booklet:*

- Pages: Sixteen (16) pages
- Print size: 11"x17"
- Ink: 4/4 water-based ink, color, full bleed on two (2) pages
- Paper: #60 Offset Book, Smooth<sup>8</sup>
- Binding: 8"x11" portrait orientation, Saddle stitch
- Finishing: For insertion into 9"x12" color envelope

Contractor will adhere to the above specifications. Contractor may suggest similar color quality and/or paper quality, weight, brightness and/or percent-recycled-content only upon receiving written approval from SFHSS.

**3.1.2.**

**9"x12" Envelopes.** At the request of SFHSS, Contractor will deliver Envelopes for the Booklets. The Envelopes will be uniform for all Booklet Subsets, with color graphic artwork and full-color photography provided on both sides, to be stuffed with the Booklets, *Application Form-plus-Letter or Self-Service Instructions Form-plus Letter*, and other Inserts and mailed to SFHSS Members.

- Size: 9"x12" Window Envelope
- Type: Custom Poly Window
- Ink: 4/4 water-based ink, full color, no bleed
- Paper: 60# Domtar Earth Choice Text, FSC Certified<sup>9</sup>
- Finishing: Flap must open on 12" side, trim to size, custom die cut, score fold, and clue with poly window 3"

<sup>8</sup> All paper must meet the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

<sup>9</sup> Ibid.

x 1.5”; window is to be 0.5” from left side and 2.25” from top of envelope in portrait position.

Contractor will adhere to the above specifications. Contractor may suggest similar color quality and/or paper quality, weight, brightness and/or percent-recycled-content only upon receiving written approval from SFHSS.

**3.1.3. Quantities of Booklets with 9”x12” Envelopes.** Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B (Calculation of Charges).

Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Booklets</u>	<u>Quantity</u>
CCSF Self-Service	33,000 +450 (Courts) +260(Commissioners)
SFUSD Self-Service	8,500
CCD Self-Services	1,600
MEA Self-Service	1,500
Retiree / Retiree Self-Service	34,000

  

<u>Envelope</u>	<u>Quantity</u>
9”x12”	79,310

**3.2. Benefits Guides**

SFHSS produces detailed full-color benefits guides for the following subsets of the SFHSS Member Population. The guides are also made available online for all SFHSS Members in PDF format. Contractor will mail printed copies of benefit guides to Retiree Members. All other benefit guides will be delivered to SFHSS offices, for retention and distribution by SFHSS, no later than December 29, 2021 unless otherwise approved in advance by SFHSS in writing. Examples of these benefit guides from the 2021 Plan Year are as follows:

- Retirees:** [https://sfhss.org/sites/default/files/2020-12/2021\\_RET\\_Guide.pdf](https://sfhss.org/sites/default/files/2020-12/2021_RET_Guide.pdf)
- CCSF:** [https://sfhss.org/sites/default/files/2021-02/CSF\\_Guide.pdf](https://sfhss.org/sites/default/files/2021-02/CSF_Guide.pdf)
- SFUSD:** [https://sfhss.org/sites/default/files/2021-03/2021\\_USD\\_Guide\\_2.pdf](https://sfhss.org/sites/default/files/2021-03/2021_USD_Guide_2.pdf)
- CCD:** [https://sfhss.org/sites/default/files/2020-12/2021\\_CCD\\_Guide\\_web\\_version.pdf](https://sfhss.org/sites/default/files/2020-12/2021_CCD_Guide_web_version.pdf)

**3.2.1. Retiree Benefit Guide.** Medicare-eligible Retirees, Retirees not eligible for Medicare, or those approaching Medicare eligibility, as determined by SFHSS, may obtain a Retiree Benefit Guide from SFHSS.

**Retiree Benefit Guide Specifications:**

- Pages: 36-40 pages plus cover (all double-sided)
- Cover: 4/4 water-based ink, full color, full bleed all four edges
- Inside Pages: 2/2; PMS 307 plus black; 10-12 pages full bleed on all four sides; all other no bleed; 60# Domtar Earth Choice Text, 30% PCW, FSC Certified<sup>10</sup>
- Binding: one center fold, saddle stitch
- Finished trim size: 8.25"x10.75"

Contractor will adhere to the above specifications. Contractor may suggest similar color quality and/or paper quality, weight, brightness and/or percent-recycled-content only upon receiving written approval from SFHSS.

3.2.1.1 Retiree Application Form-plus-Letter or Self-Service Instructions Form-plus-Letter.

The specifications and layout will be identical the above Application Form-plus-Letter or Self-Service Instructions Form-plus-Letter. The Standalone Form-plus-Letter or Self-Service Instructions Form-plus-Letter will be finished and inserted into a 9"x12" envelope.

The front cover will be a similar letter informing each SFHSS Retiree Member of Open Enrollment (OE) and will include merged Member-specific data including name and address, ID number, member name, plan names, benefits and dependent(s) data across at least thirty (30) fields. The exact number of fields shall depend on the number of dependents per member. Fields accommodating variable dependent numbers shall be provided in SFHSS artwork. The open enrollment application form shall contain at least 3 fields. Fields that do not contain any information (*e.g.*, members who have no dependents or less than max. number of dependents) shall not appear on letters, form or envelopes and Contractor's software/printing programming shall allow for automatic adjustments so that empty field sets or additional rows shall not appear on any final merged documents (see Section 3.1.1., Integrated Booklet, above).

For the Application Form-plus-Letter, the double-sided application form for the SFHSS Medicare Retiree Member will contain a QR code identifying the Medicare Retiree Member application to facilitate electronic sorting by SFHSS upon receipt from the Member.

**Retiree Application Form-plus-Letter and Self-Service Instructions Form-plus Letter Specifications.** See Section 3.1.1. for Form-plus-Letter specifications.

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<sup>10</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).



**Retiree Application Form-plus-Letter and Self-Service Instructions Form-plus Letter Quantity.**

<u>Benefits Guide with Form + Letter</u>	<u>Quantity*</u>
Retiree Guides (standalone)*	800

\* Retiree Benefits Guides will be delivered to SFHSS directly and the cost of mailing to SFHSS will be billed in accordance with Section 2.4 (Mailing and Postage).

Contractor will adhere to the above specifications.

**For the purposes of this RFP, Respondent may suggest similar color quality and/or paper quality, weight, brightness and/or percent-recycled-content that is clearly identified in the proposal.**

**3.2.2. CCSF Benefits Guide.** Contractor will deliver to SFHSS the following:

**Specifications:**

- o Pages: 36-40 pages + cover + back cover (all double-sided)
- o Cover: 4/4 water-based ink, color, full bleed all four edges
- o Inside Pages: 2/2; PMS 307 plus black; 6-10 pages full bleed on all four sides; all other no bleed; 60# Domtar Earth Choice Text, 30% PCW, FSC Certified<sup>11</sup>
- o Binding: one center fold, saddle stitch
- o Finished trim size: 8.25"x10.75"

**Quantity:**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor's control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Benefits Guide</u>	<u>Quantity</u>
CCSF	500

Contractor will adhere to the above specifications. Contractor may suggest similar color quality and/or paper quality, weight, brightness and/or percent-recycled-content only upon receiving written approval from SFHSS.

<sup>11</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).



**3.2.3. SFUSD Benefits Guide.** Contractor will deliver to SFHSS the following:

**Specifications:**

- Pages: 36-40 pages + cover + back cover (all double-sided)
- Cover: 4/4 water-based ink, color, full bleed all four edges
- Inside Pages: 2/2; PMS 307 plus black; 5-6 pages full bleed on all four sides; all other no bleed; 60# Domtar Earth Choice Text, 30% PCW, FSC Certified<sup>12</sup>
- Binding: one center fold, saddle stitch
- Finished trim size: 8.25” x 10.75”

**Quantity:**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Benefits Guide</u>	<u>Quantity</u>
SFUSD	200

Contractor will adhere to the above specifications. Contractor may suggest similar color quality and/or paper quality, weight, brightness and/or percent-recycled-content only upon receiving written approval from SFHSS.

**3.2.4. CCD Benefits Guide.** Contractor will deliver to SFHSS the following:

**Specifications:**

- Pages: 32-36 pages + cover + back cover (all double-sided)
- Cover: 4/4 water-based ink, color, full bleed all four edges
- Inside Pages: 2/2; PMS 307 plus black; 5-6 pages full bleed on all four sides; all other no bleed; 60# Domtar Earth Choice Text, 30% PCW, FSC Certified<sup>13</sup>
- Binding: one center fold, saddle stitch
- Finished trim size: 8.25” x 10.75”

**Quantity:**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

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<sup>12</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

<sup>13</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

<u>Benefits Guide</u>	<u>Quantity</u>
CCD	50

Contractor will adhere to the above specifications. Contractor may suggest similar color quality and/or paper quality, weight, brightness and/or percent-recycled-content only upon receiving written approval from SFHSS.

### 3.3. Open Enrollment Confirmation Letter and Envelope

After the close of the SFHSS open enrollment period, Contractor will print and send mail-merged letters to SFHSS Members confirming their benefits for the upcoming plan year, including enrollment selections and changes, if applicable, as well as those of their dependents.

#### Confirmation Letter Specifications:

- Pages: One page, double sided
- Size: 8.5"x11"
- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Pacesetter Recycled Text White<sup>14</sup>

Confirmation Letter shall include merged member-specific data, including name and address, ID number, member name, plan names, benefits and dependent(s) data across up to sixty-two (62) fields. The exact number of fields shall be dependent on the specific letter (ex. CSF, CCD, USD, Retirees (with Medicare and Non-Medicare) and the number of dependents per member. Fields accommodating variable dependent numbers shall be provided in SFHSS artwork. Fields that have no information shall include alternative entries such as "Waived" or "Not Enrolled." Fields that do not contain any information (e.g., members who have no dependents or less than max. number of dependents possible) shall not appear on letters and Contractor's software/printing programming shall allow for automatic adjustments so that empty field sets or additional rows shall not appear on any final merged documents to maintain a professional look and layout on all final merged materials. Contractor shall provide live data merged letters for SFHSS comment and review and correct as needed (see Section 2.2).

#### Confirmation Letter Quantity:

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B-3 (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor's control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Letter</u>	<u>Quantity</u>
Confirmation	80,000

#### Confirmation Envelope Specifications:

- Size: Standard #10 Window Envelope
- Type: #10 Style Window (1-1/8" x 4-1/2" Window Size),
- Window location: 7/8" from left, 2-3/8" from Bottom in landscape orientation

<sup>14</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Pacesetter Recycled Text White<sup>15</sup>

**Confirmation Envelope Quantity:**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Envelope</u>	<u>Quantity</u>
Confirmation	80,000

Contractor will adhere to the above specifications. Contractor may suggest similar color quality and/or paper quality, weight, brightness and/or percent-recycled-content only upon receiving written approval from SFHSS.

**3.4. Inserts**

SFHSS may include single or multipage inserts into selected mailings as needed during open enrollment. As with each deliverable described above, SFHSS will provide Contractor with InDesign files and conduct up to four (4) rounds of review and confirmation with Contractor. Corrections as a result of an error or omission of Contractor shall not count towards aforementioned rounds of review and approval. At the request of SFHSS, Contractor will print and include inserts within the aforementioned mailings, as specified. Inserts will not vary by Member and as such may not require any data merge or modification.

**Insert Specifications:**

- Pages: One page, double sided
- Size: 8.5”x11” or 11”x17” (folded)
- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Domtar Earth Choice Text, 30% PCW, FSC Certified<sup>16</sup>
- Finish: Insert may require folding to fit in selected envelope (6”x9” or #10) and so as not to interfere with envelope poly window.

**Insert Quantity:**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B-3 (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

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<sup>15</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

<sup>16</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

<u>Insert</u>	<u>Quantity</u>
Flu Shot	34,000
Legal Notice Insert #1	80,000
Legal Notice Insert #2	80,000
Miscellaneous (if needed)	80,000
KPMR (11x17)	650

### 3.5. Self-service e-Benefits On-Boarding Letters and Envelope

SFHSS may require Contractor to include two (2) separate mailings, each single page, double-sided mail-merged letters to specified SFHSS Members regarding the option to enroll in benefits electronically. This letter may replace or accompany one or more of the following: Booklets (Sec. 3.1.1) and/or the Stand-alone Retiree Application Form-plus-Letter or Self-Service Instructions Form-plus-Letter (Sec. 3.2.1.1.), as determined by SFHSS. The letters will be mailed in batches and will be sent in sequence. Letter #1 (double-sided color mail-merged) shall be mailed in small batches based on dates set by SFHSS over the course of two to six weeks followed by Letter #2 (double-sided mail merged) within 2-3 business days to the same addressees. Letter #1 shall serve notify/instruct members of eBenefits and Letter #2 shall include a time-sensitive password and information corresponding to Letter #2. Specific batches and sequencing shall be provided by SFHSS in advance.

As with each deliverable described above, SFHSS will provide Contractor with InDesign files and conduct up to four (4) rounds of review and confirmation with Contractor. Corrections as a result of an error or omission of Contractor shall not count towards aforementioned rounds of review and approval. Contractor shall provide merged live data letters for each letter to SFHSS for review and corrections (see Section 2.2 re mail merge).

At the request of SFHSS, Contractor will print and include inserts within the aforementioned mailings, as specified.

#### **Self-service e-Benefits On-Boarding Letters Specifications:**

- Pages: One (1) page, double-sided
- Size: 8.5"x11"
- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Domtar Earth Choice Text, 30% PCW, FSC Certified<sup>17</sup>
- Finish: Insert may require folding to fit in selected envelope (6"x9" or #10) and so as not to interfere with envelope poly window.

Self-service e-Benefits On-Boarding Letters shall include merged member-specific data, including name and address, ID number, member name, and password information data across up to 10 fields. The exact number of fields shall dependent on the specific letter Fields accommodating variable dependent numbers shall be provided in SFHSS artwork. Fields that have no information shall include alternative entries such as "Waiver" or "Not Enrolled." Fields that do not contain any information (e.g. members who have no dependents or less than max. number of dependents possible) shall not appear on letters and Contractor's software/printing programming shall allow for automatic adjustments

<sup>17</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

so that empty field sets or additional rows shall not appear on any final merged documents to maintain a professional look and layout on all final merged materials.

**Self-service e-Benefits Letter Quantity:**

Contractor will provide pricing and be prepared to deliver one or more of the following projected quantities:

<u>Letter</u>	<u>Quantity</u>
e-Benefits Letter #1	1,600
e-Benefits Letter #2	1,600

**e-Benefits Envelopes Specifications:**

- Size: Standard #10 Window Envelope
- Type: #10 Style Window (1-1/18" x 4-1/2" Window Size),
- Window location: 7/8" from left, 2-3/8" from Bottom in landscape orientation
- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Pacesetter Recycled Text White<sup>18</sup>

**e-Benefits Envelope Quantity:**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS

<u>Envelope</u>	<u>Quantity</u>
eBenefits Envelope #1	1,600
eBenefits Envelope #2	1,600

Contractor will adhere to the above specifications. Contractor may suggest similar color quality and/or paper quality, weight, brightness and/or percent-recycled-content only upon receiving written approval from SFHSS.

**3.6. Letter and Envelope, Postcard and/or Booklet**

At the request of SFHSS, Contractor will include a letter or postcard to specified SFHSS Members regarding the SFHSS Well-being Division, Open Enrollment events and other resources available to them or require Contractor to print and deliver to SFHSS a Booklet prior to Open Enrollment, for distribution to SFHSS Members or a subset thereof.

As with each deliverable described above, SFHSS will provide Contractor with InDesign files and conduct up to three (3) rounds of review and confirmation with Contractor.

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<sup>18</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

**Letter Specifications:**

- Pages: One page, double sided
- Size: 8.5"x11"
- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Domtar Earth Choice Text, 30% PCW, FSC Certified<sup>19</sup>
- Finish: Insert may require folding to fit in selected envelope (6"x9.5" or #10) and so as not to interfere with envelope poly window.

**Letter Envelope Specifications:**

- Size: Standard #10 Window Envelope
- Type: #10 Style Window (1-1/18" x 4-1/2" Window Size),
- Window location: 7/8" from left, 2-3/8" from Bottom in landscape orientation
- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Pacesetter Recycled Text White<sup>20</sup>

**Letter Quantity**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B-3 (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Letter</u>	<u>Quantity</u>
Well-being	10,000

**Postcard Specifications:**

- Pages: Single postcard, color, double sided
- Size: 4"x6.25"
- Ink: 4/4 water-based ink, color, no bleed
- Paper: heavy stock to be determined by SFHSS<sup>21</sup>
- Closure: Low tack glue dot
- Die Cut: Perforated at Spine
- Finish: Fold + adhesive
- Postage: Pre-Sorted First Class Return postage paid (if requested by SFHSS)

The following is an example of a postcard from the PY2021 open enrollment:  
<https://sfhss.org/resource/open-enrollment-2020-dental-rates-postcard>

**Postcard Quantity**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B (Calculation of Charges). Should Contractor be

<sup>19</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

<sup>20</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

<sup>21</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).



unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Postcard</u>	<u>Quantity</u>
Quantity A	10,000
Quantity B	1,000

**Booklet Specifications:**

- Size: 9” x 6”
- Wrap Cover: 9x24 flat, 4cp+ varnish / 4cp; 100# Gloss Cover, score in three (3) locations
- Inside Pages: 12 pages, print 2 sides, 4cp/4cp, 100# Gloss Book
- Closure and Finish: Gather all pages with cover (stand), stitch on 9” edge, drill, 3-tab closures, inkjet, mail to SFHSS.

**Well-being Booklet Quantity**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Booklet</u>	<u>Quantity A</u>
Well-being	2,000

**3.7. Stand-alone Benefits Letter and Envelope**

At the request of SFHSS, Contractor will print and mail a letter to specified SFHSS Members regarding Open Enrollment or SFHSS Benefits.

As with each deliverable described above, SFHSS will provide Contractor with InDesign files and conduct up to three (3) rounds of review and confirmation with Contractor.

**Stand-alone Benefits Letter Specifications:**

- Pages: One page, double sided
- Size: 8.5”x11”
- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Domtar Earth Choice Text, 30% PCW, FSC Certified<sup>22</sup>
- Finish: Insert may require folding to fit in selected envelope (6”x9.5” or #10) and so as not to interfere with envelope poly window.

**Stand-alone Benefits Letter Envelope Specifications:**

- Size: Standard #10 Window Envelope
- Type: #10 Style Window (1-1/18" x 4-1/2" Window Size),
- Window location: 7/8" from left, 2-3/8" from Bottom in landscape orientation

<sup>22</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Pacesetter Recycled Text White<sup>23</sup>

**Stand-alone Benefits Letter Quantity**

Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B-3 (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor’s control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Letter + Envelope</u>	<u>Quantity A</u>
Stand-alone	10,000
Waived window envelope*	6,500
Waived Actives + #10 Envelope	3,200
Waived Retirees + #10 Envelope	3,000
Stand-alone envelope #10 Window	10,000

\*if requested by SFHSS

**3.8. Survey and Envelope**

At the request of SFHSS, Contractor will print and mail a survey to specified SFHSS Members regarding Open Enrollment or SFHSS Benefits to be mailed back to Contractor. As with each deliverable described above, SFHSS will provide Contractor with InDesign files and conduct up to three (3) rounds of review and confirmation with Contractor.

**Survey Specifications:**

- Pages: One page, double sided
- Size: 8.5”x11”
- Ink: Contractor to Recommend
- Paper: Contractor to Recommend <sup>24</sup>
- Finish: Contractor to Recommend

**Survey Envelope Specifications:**

- Size: Standard #10 Window Envelope
- Type: #10 Style Window (1-1/18" x 4-1/2" Window Size),
- Window location: 7/8" from left, 2-3/8" from Bottom in landscape orientation
- Ink: 4/4 water-based ink, color, no bleed
- Paper: #60 Pacesetter Recycled Text White<sup>25</sup>

**Survey Quantity**

<sup>23</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

<sup>24</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).

<sup>25</sup> Or similar, that meets the requirements of the San Francisco Resource Conservation Ordinance, including, but limited to, the requirement of a minimum of 30% post-consumer materials (PCW).



Contractor shall deliver one or more of the following projected quantities upon request, as well as an additional printing run, upon request, if necessary. Pricing for the below quantities is contained in Appendix B-3 (Calculation of Charges). Should Contractor be unable to procure a selected quantity through regular or expedited means due to conditions fully outside of Contractor's control, Contractor will provide SFHSS in writing, proposed pricing, for review and approval by SFHSS.

<u>Survey</u>	<u>Quantity</u>
Production, Distribution, Collection	15,000
#10 outgoing envelopes	15,000
#9 return envelopes	15,000

*Print and mail schedule on following page.*

DRAFT

#### 4. Print and Mail Schedule

<b>Task(s)</b>	<b>Timeline:*</b>
Paper Requirements Submitted to Contractor by SFHSS	7/1/20YY
Initial Data to Contractor for NCOA/CASS (Sec. 2.1)	7/27/20YY
Template Letters/Forms art to Contractor	7/30/20YY
Test Deck Data to Contractor	7/30/20YY
Submit Open Enrollment Postcard artwork to Contractor	7/30/20YY
Return OE Postcard proof to SFHSS for approval	8/3/20YY
Provide mailing list for OE postcard to Contractor	8/4/20YY
Mail Open Enrollment Postcard	8/16/20YY
Test OE Letter Proofs to SFHSS	8/6/20YY
Proofs Approved	8/14/20YY
Live Data	9/3/20YY
Live Proofs SFHSS	9/8/20YY
Proofs Approval	9/13/20YY
Open Enrollment (OE) Self-Service Letter with Booklet (Sec. 3.1)	7/30/20YY – 9/30/20YY Artwork to Contractor by: 8/3/20YY
Benefits Guides (Guides that will be delivered to SFHSS offices must be delivered no later than 12/29/21 (Sec. 3.2)	11/15/20YY – 12/29/20YY Artwork to Contractor by: 11/15/20YY
Open Enrollment Confirmation Letter and Envelope (Sec. 3.3)	9/3/21 – ENVELOPES, 10/15 test data and pseudo letters 11/19/21– LIVE DATA Artwork for Confirmation Letters due 10/29/20YY
Inserts (Sec. 3.4)	8/14/20YY – 9/10/20YY Artwork due 8/14/20YY
Envelope Art submitted to Contractor by SFHSS (Sec. 3.1.2.)	Artwork to Contractor by: 8/3/20YY
Self-service e-Benefits On-Boarding Letters #1 and #2 and corresponding Envelopes** (Sec. 3.5) if applicable	First week to Mid-August 20YY
Well-being Letter and Envelope or Postcard if applicable	Mid-August 20YY
Open Enrollment Mailing (A) if applicable	Mid-August 20YY
Open Enrollment Mailing (B) if applicable	Late August 20YY
Open Enrollment Mailing (C) if applicable	Mid-September 20YY (est. 9/24 – 9/27/20YY)
Deliverables for SFHSS Distribution	December 29, 20YY
Confirmation Mailing (D)	12/1/20YY

\*to be determined by Contractor and SFHSS based on applicable open enrollment print and mail schedule

\*\*Self-service e-Benefits On-Boarding letters to be divided into two (2) separate distributions

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HEALTH SERVICE SYSTEM -- HSS Dept. Code: HSS

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

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

Type of Service: Secure Facility Printing and Secure Facility Mailing

Funding Source: Health Service System Trust PSC Duration: 4 years
PSC Amount: \$858,000 PSC Est. Start Date: 07/01/2018 PSC Est. End Date: 06/30/2022

1. Description of Work

A. Scope of Work:

SFHSS requests to procure secure facility printing and secure facility mail services for open enrollment so as to institute sufficient contractual service level agreements and confidentiality protections to ensure Health Insurance Portability and Accountability Act (HIPAA) compliance for the communication of protected health information (PHI), personally identifiable information (PII) and employee identification information (EII). As a secondary benefit, the integration of City employees into the scope of services (project oversight, deliverable/process review and approval) would net a significant knowledge transfer to the City in an area of expertise not currently represented by any City Department or personnel.

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

These services require fast and accurate management of protected information (PHI, PII, EII) pertaining to our 125,000 SFHSS Members and distribution of that protected information in a variety of formats over a very narrow and highly regulated open enrollment period each year. As neither SFHSS nor the City possess the level of technical expertise, equipment or facilities to manage either the complexity or sheer volume of these open enrollment communications, we must outsource to highly qualified vendors. Prior HIPAA violations have resulted from insufficient quality control procedures and the lack of detailed oversight, performance guarantees, and service level agreements for past SFHSS vendors. The penalties for HIPAA noncompliance are based on the level of negligence and can range from \$100 to \$50,000 per violation (or per record), with a maximum penalty of

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. In prior years, printing and mailing services were procured through the Office of Contract Administration.

D. Will the contract(s) be renewed? The Agreement may be renewed.

2. Union Notification: On 04/02/2018, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47357 - 17/18

DHR Analysis/Recommendation:

07/10/2018

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 07/10/2018

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

A. Specify required skills and/or expertise:

Open Enrollment documents use newer technology that issue unique Quick Response Codes (QR Codes) so as to ensure that each Member's forms are properly routed. This process is detailed, complex and requires both the software, hardware, expertise and experience to execute the scope of services and avoid HIPAA violations.

B. Which, if any, civil service class(es) normally perform(s) this work?  
1764,1404,

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

Yes, the contractor will provide secure printing and secure mailing facilities, and printing and mailing equipment which is not currently possessed by the City.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

As this work will be performed within the vendors secure facilities, there would be no role for a 1764 (Mail And Reproduction Service Supervisor) or 1404 (Clerk) offsite. Additionally, the city does not possess the required equipment or skills needed for these services.

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

Open Enrollment occurs once a year, with the printing occurring between July and September, and the mailing occurring in October through January. It would not practical to adopt a new class for this limited/intermittent term work.

**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?<br>Although there will be no training issued by the vendor to the City, on the r | <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<br>contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective<br>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<br>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 06/05/2018 BY:

Name: Pamela Levin Phone: 415-554-0649 Email: pamela.levin@sfgov.org

Address: 1145 Market Street, 3rd Floor San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Communications Consulting Services

Funding Source: local

PSC Amount: \$900,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date  
06/30/2025

**1. Description of Work**

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

The contractor will help plan and implement a robust and comprehensive communications strategy for the new Department of Early Childhood (DEC), formed by the San Francisco Children and Families First Commission, dba First 5 San Francisco (F5SF) and the San Francisco Office of Early Care & Education (OECE). As DEC increases its staffing over time, it anticipates the consultant plays a more direct role with the implementation during the initial phase of this project, and DEC staff members will increase their responsibilities for the communications plan implementation accordingly. Key deliverables include, but are not limited to:

1. Perform comprehensive assessment of existing OECE, First 5 SF, and DEC communications content and infrastructure including collaboration with former communications consulting firm as needed to create a smooth transition
2. Develop and implement a multi-stakeholder planning process culminating in a comprehensive plan for communications and community engagement for DEC
3. Assist ongoing launch of DEC brand identity through electronic, print, and other media and communications and development
4. Support transition/unification/phase-out of current communications assets of First 5 and OECE to DEC including:
5. Increase DEC communications capacity in identified areas of need

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

This specialized service will help build a cohesive DEC brand and effectively communicate to the public health and human welfare services in order to promote well-being, self-sufficiency, and positive outcomes. Denial of this service may prevent eligible families with young children from accessing needed services

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
This is a new service and was not previously provided in the past, as the Department was created in 2022

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

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

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

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

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

This is a temporary short term project that is high risk and immediately needed. This work is time sensitive and requires subject matter experts in both public participation and brand development currently not available through Civil Service positions.

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

A. Specify required skills and/or expertise: The Contractor must have demonstrated expertise in developing and implementing plans and strategies that result in a greater level of general public participation and information dissemination in a similar metropolitan area. Must possess specialized expertise in facilitating meetings, public participation planning, collateral development, digital media, public engagement and communications related to public services.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 9252, Communications Specialist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No, this service is information-based.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

This is a temporary short term project that is immediately needed. This work is time sensitive and requires subject matter experts in both public participation and brand development currently not available through Civil Service positions.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This service is a short-term project so it is not feasible to adopt a new civil service class.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. The scope of work will include limited specific training SF Benefits employees on the use of the finished manual.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 02/25/2022, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021

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

Name: johanna.gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

Address: 1650 Mission Street, 5th Floor San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48540 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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



## Alvarez, Tara (HSA)

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**From:** dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org  
**Sent:** Friday, February 25, 2022 2:25 PM  
**To:** Gendelman, Johanna (HSA); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Frigault, Noah (HRC); Meyers, Julie (HSA); thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; Alvarez, Tara (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48540 - 21/22

RECEIPT for Union Notification for PSC 48540 - 21/22 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 48540 - 21/22 for \$900,000 for Initial Request services for the period 07/01/2022 – 06/30/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18043> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MAYOR -- MYR

Dept. Code: MYR

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

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

Type of Service: Professional Services IT Department

Funding Source: Housing Trust Fund

PSC Amount: \$2,400,000

PSC Est. Start Date: 05/02/2022

PSC Est. End Date  
05/02/2025

**1. Description of Work**

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

Using Agile development processes, the contractor shall partner with a City Digital Services team, which includes a product manager, web app engineer, and web app ui/ux designer to support the continued design, build, and maintenance of our cloud-hosted web product which enables users to search and apply for all MOHCD affordable housing programs online and addresses all the desired attributes described in the Introduction and Background sections of this RFP. The vendor, in partnership with the City Digital Services team will support continued development of web applications, with appropriate serving infrastructure, that makes use of a Salesforce database accessible via APIs.

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

This service is vital to the continued development and maintenance of the DAHLIA San Francisco Housing Portal as knowledge transfer between the contractor and our new in-house Digital Services team is still in its beginning stages. Further, to minimize risk to and maximize development of the very public facing system (used by tens of thousands of San Francisco residents), it is important the small DS team have a support and development partner. Denial of these services would maximize risk of system issues, including bugs, failures, breaches, etc., as well as slow the pace of development to a crawl causing the City to miss important milestone deadlines and fail to provide much needed services directly related to helping address the housing crisis.

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

A portion of this service has been provided to MOHCD in the past in more of a design & development (vs support and co-maintenance) capacity through the Tech Marketplace

D. Will the contract(s) be renewed?

No

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

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

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

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

B. Explain the qualifying circumstances:

And there is a current plan to transition the work back to the City as Digital Services goes through the process of hiring more web app engineers.

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

A. Specify required skills and/or expertise: The contractor shall have at least 5 years experience: • Working with Agile development processes, including daily scrums and iterative development/feedback cycles. • Performing discovery, including end-user and stakeholder research, and translating it into user stories. • Expediently understanding the code base of a system to work with it and collaborate with partners to help them understand it as well and support their development work (the code for this project is open source, so for reference, you may view it at <https://github.com/Exygy/sf-dahlia-web> and <https://github.com/Exygy/sf-dahlia-lap/>) • Designing and developing mobile-centric responsive web applications. • Creating modern, user-friendly sites with visual brand identity that takes into account: required processes and features, accessibility, and multilingual needs. • Working with sets of heterogeneous stakeholders with differing motivations and needs. • Working with complex information (introductory, instructional, navigation, pictorial, form completion, help text, etc.) and functionality (forms and form submission, step-by-step processes, secure account creation and maintenance, custom tools, various methods of communication to users regarding real-time status, context-based responses, etc.) • Working with clients and stakeholders to extract unsaid requirement details (i.e., by asking questions different ways, using various scenarios, talking with stakeholders that represent different system roles) • Communicating and working with multiple stakeholders at varying levels of technical comfort and expertise (including those with very low technical knowledge and vocabulary) • Designing complex websites that include both front-end and back-end and development • Using the following tools (as some of the listed tools may not have existed 5 years ago, at least one year of regular use is permitted to meet this requirement): Heroku, Heroku add-ons (Papertrail, Sentry, SSL, Heroku Postgres, SendGrid, New Relic, Rails Autoscale, Memcachier, Heroku Redis, Heroku Scheduler), Prerender.io, AWS S3, AWS Cloudfront, Semaphore, StatusCake, GitHub, EasyPost, Google Analytics, Heap Analytics, AngularJS, Ruby on Rails, PostgreSQL, Strict Agile Processes, Design UAT Best Practices, UI/UX UAT Best Practices, Pivotal Tracker, Slack, InVision, POEditor • Implementing multi-language websites (for this project, translation is not required, but implementation of translated pages and forms is required) • Working with government, large institution or non-profit entities

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The services are as-needed and intermittent in nature and require highly specialized expertise. The services are meant to complement classified civil service providing support and collaboration with performing specialized work for which current City staff are newly onboarding; further, the services are necessary for the handling of project tasks as a necessary additional resource to manage workload in a timely and responsive manner.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the current classes won't suffice.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No. No, there is no training or transfer of knowledge component. The vendor will be working under the direction of the City in partnership with Digital Services engineers. The vendor is simply augmenting development services.

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

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

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

No.

**7. Union Notification:** On 04/01/2022, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21

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

Name: Karen Henderson Phone: 701-5557 Email: karen.henderson@sfgov.org

Address: 1 South Van Ness Avenue, 5th floor \

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44118 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Henderson, Karen (MYR)

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**From:** dhr-psccordinator@sfgov.org on behalf of karen.henderson@sfgov.org  
**Sent:** Friday, April 1, 2022 11:45 AM  
**To:** Henderson, Karen (MYR); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Henderson, Karen (MYR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44118 - 21/22

RECEIPT for Union Notification for PSC 44118 - 21/22 more than \$100k

The MAYOR -- MYR has submitted a request for a Personal Services Contract (PSC)

44118 - 21/22 for \$2,400,000 for Initial Request services for the period 05/02/2022 – 05/02/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18257> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Medical Service Contract

Funding Source: General Funds

PSC Duration: 4 years 52 weeks

PSC Amount: \$1,900,000

**1. Description of Work**

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

Contractor shall perform Medical Examination Services according to San Francisco Municipal Transportation Agency requirements as explained below and in keeping with medical standards of care. Recommendations and advice of the examining physician are given great weight in employment decisions and may affect the obligations of the San Francisco Municipal Transportation Agency when hiring, promoting and disciplining its employees. In all cases, the medical professional may discuss abnormal results with the candidate or employee in as much as the findings relate to the essential functions of the job to be performed.

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

Commercial driver license examinations are regulated by the Department of Motor Vehicles (DMV) following the Department of Transportation (DOT) Federal Motor Carrier Safety Administration (FMCSA) rules and regulations, while pre-employment, return-to-work, fitness for duty and other agency referred medical evaluations are required under the authority of the Civil Service Commission. Denial will require securement of additional funding in order to finance the amplified cost of maintaining the current medical services work order with the medical clinic.

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

Zuckerberg San Francisco General Hospital will continue the primary medical service provider for the agency. However due to the staffing shortage from Zuckerberg San Francisco General Hospital also the increase service demand from agency, we are looking into have another secondary medical service facility to meet the demand. Since the beginning of the pandemic, medical appointments and pre-employment appointments have been cut dramatically which affect our day-to-day operation. In order to not slow down or stop providing the medical appointment services at a timely manner, we would like to have another clinic to assist.

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

No

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

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



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

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

B. Explain the qualifying circumstances:

This is due to the current Zuckerberg San Francisco General Hospital clinic size, staffing and limited to the amount of service that they can provide to the agency and unable to meet the increase in demand.

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

A. Specify required skills and/or expertise: The clinic shall have a minimum of one physician (M.D or D.O) on staff working a minimum of 40 combined hours. The physician 9s) will be responsible for providing onsite supervision of all medical examinations and evaluations and direction to non-physician personnel. The clinic shall maintain an appropriate level of physician's assistant, nurse practitioner, and registered nurse staffing required to conduct and support examinations. All support staff must be trained and certified appropriately to administer services to include but not limited to DOT examinations using urine drug screen (UDS), breath alcohol test, vision testing, hearing testing, and vital signs.

B. Which, if any, civil service class(es) normally perform(s) this work? 1635, Health Care Billing Clerk 1; 2105, Patient Svcs Finance Tech; 2230, Physician Specialist; 2322, Nurse Manager; 2328, Nurse Practitioner; 2467, Diagnostic Imaging Tech I; 1115, Director;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the facility will provide minimum of 2 clinic facilities to perform medical services.

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

The current process for using Zuckerberg San Francisco General Hospital for medical services haven't changed. Prior to the pandemic, San Francisco Municipal Transportation Agency Human Resources department has started utilizing Dignity Health SFO to supplement what Zuckerberg San Francisco General Hospital is not be able to meet such as pre-employment medical appointments and regular 2 year renewal DOT medical appointments. This new contract will stay within the City.

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

A. Explain why civil service classes are not applicable.

Zuckerberg San Francisco General Hospital staff will continue to provide medical services but are limited to the number of medical services they can provide.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. no applicable

### **6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. We are not certified specialist and this is not related to occupational type of training.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 02/28/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Physicians and Dentists - 11AA; Physicians and Dentists - 8CC; SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); Teamsters, Local 856 Health Workers; Teamsters, Local 856 Supv Nurses

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

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness, 6th Floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48126 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Monday, February 28, 2022 6:00 PM  
**To:** Nuque, Amy; mleach@ibt856.org; snaranjo@cirseiu.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; kcartermartinez@cirseiu.org; ablood@cirseiu.org; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; noah.frigault@sfgov.org; Julie.Meyers@sfgov.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; tjenkins@uapd.com; jduritz@uapd.com; Laxamana, Junko (BOS); Criss@sfmea.com; Camaguey@sfmea.com; Christina@sfmea.com; staff@sfmea.com; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48126 - 21/22

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 48126 - 21/22 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48126 - 21/22 for \$1,900,000 for Initial Request services for the period 03/01/2022 – 02/27/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18035> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Roadside Mowing

Funding Source: Water Enterprise Operating Budget

PSC Duration: 5 years

PSC Amount: \$1,000,000

**1. Description of Work**

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

SFPUC Peninsula watershed has an integrated roads system of over 90 miles, dam faces and fuel

breaks that need to be maintained annually to reduce flashy fuels and ignition sources to reduce fire risk within the watershed and along its Wildland Urban Interface.

This contract is to help reduce fire risk once a year, during the fire season, on 40 miles of the northern section of the watershed roads. This work incorporates mowing the roadsides to reduce brush encroachment and flashy fuels along the roadside, maintains pullouts for safety vehicles and passings for emergency vehicles.

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

This contract is necessary to reduce the level of risk for spark ignition along the roadsides in the Peninsula Watershed Lands. Consequence of denial will put the Peninsula watershed, critical water infrastructure, and bordering communities at a higher risk catastrophic fires

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

PSC 47806 - 20-21

D. Will the contract(s) be renewed?

No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

This is an annual contract that takes place as routine maintenance for fire season preparedness and fuel break maintenance. The contract is proposed as a 5 year to limit the efforts needed by contracting annually and to have the flexibility in timing of implementation based on the seasonal weather patterns.

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

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

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

This is a short term contract to assist our operations division in completing work by a fire protection deadline. This work is needed to reduce the potential for spark ignitions along roadsides in the SFPUC Peninsula watershed.

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

- A. Specify required skills and/or expertise: This requires a special knowledge in equipment operations and fire suppression. Equipment operators must be able to work on narrow roadsides mowing off the edge while trained in sensitive habitat recognition. Operators must be able to take all avoidance measures to minimize spark and ignition sources and have fire suppression equipment and a knowledge of how to put out any ignitions during operations.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7328, Operating Engineer, Universal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: no

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

The current staffing levels within Water Supply and Treatment (WS&T) are not sufficient to do these approximately 40 miles of necessary fire prevention mowing. This work occurs only once a year, and additional staff to accomodate this short term mowing project is not feasible, because of the short term nature of the work.

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

- A. Explain why civil service classes are not applicable.  
Civil Service workers can to this work, but staffing levels are not sufficient to do this critically important short term annual work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this work can be completed by the 7328 operating engineers.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. Training is a pre-work environmental training that is specific to updating the contractors on the sensitive of the work site and the peninsula watershed.

- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 04/08/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Operating Engineers, Local 3

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40875 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/06/2022

Civil Service Commission Action:

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



From: [Julie Berry](#) on behalf of [Charles Lavery](#)  
To: [Hale, Shawndrea M.](#)  
Cc: [Kyger, Todd](#); [Charles Lavery](#)  
Subject: RE: PSC# 40875 - 21/22  
Date: Friday, May 13, 2022 10:39:40 AM  
Attachments: [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

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Shandrea:

Charley is waiving his review of PSC#42337 and PSC#40875.

Please let me know if you need anything else.

Best Regards,

**Julie Berry**  
**Administrative Assistant**  
District 01 – Burlingame  
Operating Engineers Local Union No. 3  
828 Mahler Road, Suite B  
Burlingame, CA 94010  
Phone: (650) 652-7969, ext. 2102  
Fax: (650) 652-9725  
Email: [jberry@oe3.org](mailto:jberry@oe3.org)



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**From:** Hale, Shawndrea M. <[SHale@sewater.org](mailto:SHale@sewater.org)>  
**Sent:** Friday, May 13, 2022 10:15 AM  
**To:** Charles Lavery <[clavery@oe3.org](mailto:clavery@oe3.org)>  
**Cc:** Kyger, Todd <[TKyger@sewater.org](mailto:TKyger@sewater.org)>  
**Subject:** RE: PSC# 40875 - 21/22  
**Importance:** High

Hi Charles,

Can you waive your review of the two attached PSC's. We sent the PSC to the Unions on April 8<sup>th</sup>, but unfortunately your email is not set up in the system. A delay will have us waiting until July 18<sup>th</sup>, and we need these PSC's ASAP. Please advise if you would like further information to be set up in the DHR database. Thank you for your quick response.

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgwater.org](mailto:shale@sfgwater.org)  
**To:** [Hale, Shawndrea M.](#); [Hale, Shawndrea M.](#); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40875 - 21/22  
**Date:** Friday, April 8, 2022 4:21:51 PM

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RECEIPT for Union Notification for PSC 40875 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40875 - 21/22 for \$1,000,000 for Initial Request services for the period 06/01/2022 – 05/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18298> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Roadside Mowing - 2021

Funding Source: Water Enterprise Operating Budget

PSC Duration: 32 weeks 6 days

PSC Amount: \$170,000

**1. Description of Work**

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

SFPUC Peninsula watershed has an integrated roads system of over 90 miles, dam faces and fuel breaks that need to be maintained annually to reduce flashy fuels and ignition sources to reduce fire risk within the watershed and along its Wildland Urban Interface.

This contract is to maintain 40 miles of the northern section of the watershed roads. This work incorporates mowing the roadsides to reduce brush encroachment and flashy fuels along the roadside, maintains pullouts for safety vehicles and passings for emergency vehicles.

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

This contract is necessary to reduce the level of risk for spark ignition along the roadside. Consequence of denial will put the Peninsula watershed and bordering properties at a higher risk of ignition and fire during growing fire season.

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

Contract put out to bid. See PSC 42002-18/19 and 41915 - 19/20.

D. Will the contract(s) be renewed?

No.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

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

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

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

This is a short term contract to assist our operations division in completing work by a fire protection deadline. This work is needed to reduce the potential for spark ignitions along roadsides in the SFPUC Peninsula watershed.

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

- A. Specify required skills and/or expertise: This requires a special knowledge in equipment operations and fire suppression. Equipment operators must be able to work on narrow roadsides mowing off the edge while trained in sensitive habitat recognition. Operators must be able to take all avoidance measures to minimize spark and ignition sources and have fire suppression equipment and a knowledge of its function to put out any ignitions during operations.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7328, Operating Engineer, Universal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The department work orders this work to Water Supply and Treatment (WS&T) annually. WS&T completes approximately 40 miles of mowing and discing as part of our fire protection implementation. Due to staffing levels the 40 miles have not been completed each year which results in a higher risk of potential catastrophic fires. This work will continue to be work ordered and contracted until staffing levels are high enough to complete all work by the fire protection deadline.

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

- A. Explain why civil service classes are not applicable.  
Civil service workers do perform a level of this work however staffing levels have resulted in more prioritized work loads not being completed.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this work can be completed by the 7328 operating engineers. It is important that more of this position is funded to complete this work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. No. Contractor will not provide training. Operating engineer 7328 should be the classification doing this work under the civil service classifications. Operators should have a minimum of 3 years experience running heavy equipment on steep slopes and rural roads. The operator should maintain an 8hr fire suppression safety course and maintain a certification to extinguish spark ignitions that could become potential fires. The operator should annually be given a minimum of 8 hours of biological training to understand the sensitivity of different sites and the impacts of work completed.
- C. Are there legal mandates requiring the use of contractual services?  
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 02/22/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Operating Engineers, Local 3

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

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sflower.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47806 - 20/21

DHR Analysis/Recommendation:

action date: 04/19/2021

Commission Approval Required

Approved by Civil Service Commission

04/19/2021 DHR Approved for 04/19/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Mastication and Brush Clearing

Funding Source: Water Enterprise Operating Budget

PSC Duration: 5 years

PSC Amount: \$1,000,000

**1. Description of Work**

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

This contract will provide brush clearing services intended to create, widen, and maintain existing fuel breaks along both urban interface areas and major ridge tops on the Peninsula Watershed lands.

The Contactor will provide and use excavators with an auxiliary motor for the mower head, as well as a second machine (skid steer/compact track loader), and mulching attachment. This project will also include working in conjunction with a skid steer/compact track loader mulching attachment. The contractors will cut and mulch vegetation as directed by SFPUC personnel, in a mosaic pattern in designated fuel break areas.

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

Consequence of denial will put the Peninsula watershed and surrounding communities at higher risk of catastrophic wild fires, including loss of life and damage or destruction of critically important water infrastructure, businesses, private residences, and biological resources.

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

PSC 41287 - 20-21

D. Will the contract(s) be renewed?

No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

This is an annual contract that takes place as routine maintenance for fire season preparedness and fuel break maintenance. The contract is proposed as a 5 year to limit the efforts needed by contracting annually and to have the flexibility in timing of implementation based on the seasonal weather patterns.

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

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

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

This is a short term contract to assist our operations division in completing seasonal critically important work. This work is needed to reduce the potential for catastrophic wild fires in the Peninsula Watershed Region.

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

- A. Specify required skills and/or expertise: This requires a special knowledge in equipment operations and fire suppression. Equipment operators must be able to work on steep slopes and terrain, while trained in sensitive habitat recognition. Operators must be able to take all avoidance measures to minimize spark and ignition sources and have fire suppression equipment and a knowledge of how to put out any ignitions during operations.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7328, Operating Engineer, Universal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

The current staffing levels within Water Supply and Treatment (WS&T) are not sufficient to do these this seasonal work. This work occurs only once a year, and additional staff to accommodate this short term mowing project is not feasible, because of the short term nature of the work.

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

- A. Explain why civil service classes are not applicable.  
Civil Service workers can to this work, but staffing levels are not sufficient to do this critically important short term annual work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this work can be completed by the 7328 operating engineers.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. Training is a pre-work environmental training that is specific to updating the contractors on the sensitive of the work site and the peninsula watershed.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.



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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 04/08/2022, the Department notified the following employee organizations of this PSC/RFP request:

Operating Engineers, Local 3

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42337 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/06/2022

Civil Service Commission Action:

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

From: [Julie Berry](#) on behalf of [Charles Lavery](#)  
To: [Hale, Shawndrea M.](#)  
Cc: [Kyger, Todd](#); [Charles Lavery](#)  
Subject: RE: PSC# 40875 - 21/22  
Date: Friday, May 13, 2022 10:39:40 AM  
Attachments: [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

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Shandrea:

Charley is waiving his review of PSC#42337 and PSC#40875.

Please let me know if you need anything else.

Best Regards,

**Julie Berry**  
**Administrative Assistant**  
District 01 – Burlingame  
Operating Engineers Local Union No. 3  
828 Mahler Road, Suite B  
Burlingame, CA 94010  
Phone: (650) 652-7969, ext. 2102  
Fax: (650) 652-9725  
Email: [jberry@oe3.org](mailto:jberry@oe3.org)



---

**From:** Hale, Shawndrea M. <[SHale@swater.org](mailto:SHale@swater.org)>  
**Sent:** Friday, May 13, 2022 10:15 AM  
**To:** Charles Lavery <[clavery@oe3.org](mailto:clavery@oe3.org)>  
**Cc:** Kyger, Todd <[TKyger@swater.org](mailto:TKyger@swater.org)>  
**Subject:** RE: PSC# 40875 - 21/22  
**Importance:** High

Hi Charles,

Can you waive your review of the two attached PSC's. We sent the PSC to the Unions on April 8<sup>th</sup>, but unfortunately your email is not set up in the system. A delay will have us waiting until July 18<sup>th</sup>, and we need these PSC's ASAP. Please advise if you would like further information to be set up in the DHR database. Thank you for your quick response.

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgwater.org](mailto:shale@sfgwater.org)  
**To:** [Hale, Shawndrea M.](#); [Hale, Shawndrea M.](#); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42337 - 21/22  
**Date:** Friday, April 8, 2022 4:31:08 PM

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RECEIPT for Union Notification for PSC 42337 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42337 - 21/22 for \$1,000,000 for Initial Request services for the period 06/01/2022 – 05/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18301> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Mastication 2021

Funding Source: Water Enterprise Operating Budget

PSC Duration: 34 weeks 6 days

PSC Amount: \$255,000

**1. Description of Work**

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

SFPUC maintains a extensive fuel break system within the Peninsula watershed for the protection of water quality, infrastructure and natural resources. This system is supported and monitored by CalFire with the premise that in the event of a large wildland fire access and defensible space will allow CalFire to effectively contain a fire prior to a rapid spread outside of the watershed. Mastication is also done as part of a vegetation management program for the SFPUC power line maintenance.

Mastication is used to maintain the brush and fuels levels within the fuel breaks. A masticator changes the composition of the fuels from high brush that will allow a fire to pass through at a high intensity to a small wood chip that will decomposes on the ground. In areas that are masticated fire will pass through at a low intensity allowing CalFire to extinguish the fire prior to further spread.

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

This system is maintained annually as part of our fire guarding program. Denial of this contract will affect the level of risk SFPUC will maintain during the growing fire season. If this contract is denied this year not only will there be a higher level of risk and liability for SFPUC, the level of fuel reduction work needed the following years will be greater.

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

Yes. Contract put out to bid. See PSC 41677 - 18/19, and 49813 - 19/20.

D. Will the contract(s) be renewed?

No.

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

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

This is a short-term project that requires a diverse knowledge of biological resources, fire behavior and a expertise in equipment operations. This is needed to assist in maintaining the extensive fuel break system designed for the protection of the SFPUC's resources and infrastructure.

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

- A. Specify required skills and/or expertise: In the SFPUC vegetation management plan there are specific guidelines for vegetation removal and working around biologically sensitive habitat, while managing the landscape to control fire behavior. These guidelines must be followed and implemented at a landscape scale. This requires a special knowledge of vegetation types, landscape design and biological resources. For implementation of the specific guidelines at a landscape scale the operator must have expertise in operating on steep slopes and terrain while creating minimum erosion and soil disturbance.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7328, Operating Engineer, Universal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The department maintains a high level of work that needs to be completed in a short timeframe. Work must be completed after the growth of vegetation in the spring. SFPUC's operators work simultaneously with contractors to make sure that this work is completed prior to fire season.

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

- A. Explain why civil service classes are not applicable.  
Staffing levels by the SFPUC do not correspond to the level of work needed for fire protection in the short time frame that work needs to be completed.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this work can be completed by the 7328 operating engineers. It is important that more of this position is funded to complete this work.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. Contractor will not provide training. Operating engineer 7328 should be the classification doing this work under the civil service classifications. Operators should have a minimum of 5 years' experience running a excavator in rural lands on steep slopes. The operator should maintain an 8 fire suppression safety course and maintain a certification to extinguish spark ignitions that could become potential fires. The operator should annually be given a minimum of 8 hours of biological training to understand the sensitivity of different sites and the impacts of work completed.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 02/22/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Operating Engineers, Local 3

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

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41287 - 20/21

DHR Analysis/Recommendation:

action date: 04/19/2021

Commission Approval Required

Approved by Civil Service Commission

04/19/2021 DHR Approved for 04/19/2021



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Provide funding to the East Bay Regional Park District to oversee the creation of a fine scale

Funding Source: Water Enterprise, Natural Resource and Lan        PSC Duration: 2 years 35 weeks

PSC Amount: \$150,000

**1. Description of Work**

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

The East Bay Regional Park District (District) has embarked on a multi-year project to develop a fine scale vegetation and landscape geospatial data set for all of Contra Costa and Alameda Counties. The District is

seeking funding for the creation of a fine scale map for the project. The SFPUC is interested in providing funding for the portion of the map within in the Alameda Creek watershed, on property the SFPUC holds fee title.

The project will build upon the Cal Fire funded wildland hazard index work to provide comprehensive knowledge of vegetation types in the East Bay. The District has secured funding from Cal Fire for the effort and is working with the California Department of Fish and Wildlife, Easy Bay Municipal Utility District, Zone 7 Water and other stakeholders to provide funds towards the creation of the map.

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

There are many anticipated applications for the data, including watershed and flood management, climate change adaptation, wetland restoration, wildlife management, restoring the health of numerous degraded habitats including forests and grasslands, and opportunities to enhance ecological resilience and reduce fire risk to communities. If the SFPUC is not able to participate in the development of this map valuable information that could be directly related to watershed management would not be available which could impact the source water quality draining into Alameda reservoirs.

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

No

D. Will the contract(s) be renewed?

No

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
N/A

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

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

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

- B. Explain the qualifying circumstances:

Working with the East Bay Regional Park District and other funding partners on the development of a fine scale vegetation map is a one-time project that will develop valuable information that will provide useful information for many years to come. SFPUC staff will trained to use the information to help make informed decisions about watershed management and habitat protection and source water protection. The SFPUC does not have the skills in-house to develop this map and due to the short-term nature of the project it doesn't make sense to develop these skills and knowledge in-house.

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

- A. Specify required skills and/or expertise: Knowledge of California native plants, field sampling techniques and the creation of vegetation descriptions and keys, Working knowledge of GIS, ability to collect and process Ortho imagery and Lidar data, ability to create fine scale maps and associated layers. Ability to fly a plane and conduct LIDAR surveys.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1052, IS Business Analyst; 1054, IS Business Analyst-Principal; 2483, Biologist; 2484, Biologist III; 2485, Supv Biologist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

This type of work requires a high level of skill SFPUC staff does not have and very expensive technical equipment (such as an airplane) that the SFPUC does not possess.

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

- A. Explain why civil service classes are not applicable.  
This work is very technical and specialized using expensive equipment such as airplanes to conduct the surveys. SFPUC staff will provide technical review of the work product and will be interpreting and using the technical work product once it is created.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This is the first time this type of work has ever been done and we don't know when we would do it again

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. SFPUC staff will be trained on how to use the new technical tool once it is developed. 4-5 Biologists and 2 GIS staff will be trained to use the tool. It is anticipated that the training will be 8 hours.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 03/24/2022, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42513 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgwater.org](mailto:shale@sfgwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko(BOS)); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com);  
[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org);  
[L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42513 - 21/22  
**Date:** Thursday, March 24, 2022 11:29:29 AM

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RECEIPT for Union Notification for PSC 42513 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42513 - 21/22 for \$150,000 for Initial Request services for the period 05/01/2022 – 12/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18171> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Garbage and Recycle Services for Sunol Offices

Funding Source: Operating Funds

PSC Duration: 9 years 1 day

PSC Amount: \$.990,000

**1. Description of Work**

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

Debris dumpsters, metal scrap bins, green waste bins and recycling bins for our Sunol Valley Water Treatment Facilities, San Antonio Pump Station and Sunol Yard. These dumpsters and bins will capture any debris and recycling from our facilities, cottages, right of ways and watershed.

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

This service will capture and dispose or recycle any waste or debris from our facilities, cottages, right of ways, and watershed.

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

Yes. It has been provided continuously in the past, but a PSC was never required for these types of essential, sole source, municipal services in the past. The PSC is a new requirement.

D. Will the contract(s) be renewed?

No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

Pleasanton Garbage Service has its own contract with the City of Pleasanton that expires in June 2029.

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

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

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

SFPUC requires the use of Pleasanton Garbage Service in order to dispose of its waste on a continual, regular, and as-needed basis. The proper disposal of waste is a safety and health requirement.

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

- A. Specify required skills and/or expertise: Required skills include the ability and equipment in order to meet the service needs at SFPUC, knowledge in proper handling and disposal of trash, and possessing the required environmental permits. The work also requires truck drivers with a license to operate garbage collection trucks and staff to operate solid waste sorting facilities.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7355, Truck Driver; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. It must provide its own disposal vehicles and related equipment. The City cannot provide these vehicles for them.

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

N/A

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

- A. Explain why civil service classes are not applicable.  
Garbage and recycling service may only be performed by the City of Pleasanton. The City and County of San Francisco has no other option to dispose of its waste in this region. According to the Alameda County Integrated Waste Management Plan, amended March 22, 2017, "Private firms have traditionally performed the bulk of solid waste activities in Alameda County, including waste diversion programs and waste collection and disposal. This is expected to continue... Pleasanton Garbage Service owns and operates the Pleasanton Transfer Station. The company provides waste collection service to the City of Pleasanton and to individuals in the unincorporated Sunol area." (pp.II-11 - II-12)
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. N/A

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. Garbage and recycling service may only be performed by the City of Pleasanton. The City and County of San Francisco has no other option to dispose of its waste in this region.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 02/23/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Bldg Mtl & Constr Teamsters, L 853; Laborers, Local 261

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Ave San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46481 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022



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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgwater.org](mailto:shale@sfgwater.org)  
**To:** [Hale, Shawndrea M.; laborers261@gmail.com](mailto:Hale, Shawndrea M.; laborers261@gmail.com); [Hale, Shawndrea M.](mailto:Hale, Shawndrea M.;); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46481 - 21/22  
**Date:** Wednesday, February 23, 2022 3:39:18 PM

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RECEIPT for Union Notification for PSC 46481 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 46481 - 21/22 for \$990,000 for Initial Request services for the period 05/01/2022 – 04/30/2031. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17954> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## Hale, Shawndrea M.

---

**From:** Hale, Shawndrea M.  
**Sent:** Monday, March 28, 2022 11:30 AM  
**To:** Dennis Hart; ▪ Daniel Harrington dharrington@teamsters853.org  
**Cc:** Kyger, Todd  
**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 46481 - 21/22

Hi Dennis and Daniel,

This Union notice went out a month ago and unfortunately your email information is not in the system. Can you please expedite your review so we can get it on the next CSC meeting and also contact DHR to be set up in the system to avoid this delay in the future.

Best,  
Shawndrea Hale

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of shale@sfwater.org  
Sent: Wednesday, February 23, 2022 3:37 PM  
To: Hale, Shawndrea M. <SHale@sfwater.org>; laborers261@gmail.com; Hale, Shawndrea M. <SHale@sfwater.org>; dhr-psccordinator@sfgov.org  
Subject: Receipt of Notice for new PCS over \$100K PSC # 46481 - 21/22

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RECEIPT for Union Notification for PSC 46481 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 46481 - 21/22 for \$990,000 for Initial Request services for the period 05/01/2022 – 04/30/2031. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17954> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Personal gas meters, calibration gases and replacement and preventative maintenance services

Funding Source: Water Enterprise Operating Budget

PSC Duration: 9 years 2 days

PSC Amount: \$600,000

**1. Description of Work**

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

Employees that enter confined spaces where the atmosphere could potentially be hazardous must wear gas meters to monitor the air. Industrial Scientific is the sole manufacturer of iNet® Exchange and iNet® Control which are automated personal gas monitor (PGM) management systems that work seamlessly with Industrial Scientific gas meters.

The awarded contractor will provide the services and manage the leasing of Industrial Scientific personal gas meters. The contract is for \$500,000 of leased equipment and \$50,000 for technical maintenance services and training.

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

SFPUC operations staff rely on personal gas meters frequently, if not daily, to ensure that hazardous work such as confined space entries are performed safely and in accordance with Cal/OSHA regulations. If there is a gap in service and employees are left without personal gas meters, they will not be able to perform day to day operations. SFPUC employees are not authorized to perform any internal maintenance on the gas meters. Without these services, we would be left with inoperable equipment for the length of the lease.

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

SFPUC currently has contract 1000016502 with Mallory Safety & Supply LLC for these services. The original contract term was 7/1/2016 to 6/30/20. This contract has been extended and currently expires on 6/30/22. The Civil Service Commission and DHR previously approved these services under PSC # 47971 on 12/21/20.

D. Will the contract(s) be renewed?

Yes

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The SFPUC Health and Safety Program is working with SFOCA to create a new contract to replace Contract 1000016502 with Mallory Safety & Supply LLC. This contract ends in June 2022. SFPUC Health & Safety would like the new contract to be the maximum duration possible for PSCs. Per discussion with OCA, we believe the maximum term is 5 years, with an option to extend up to 4 times for a total of 9 years.

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

This contract requires technical expertise in the gas detection industry. According to the lease agreement, only authorized technicians can perform maintenance on the gas meters. The gas meter maintenance component will not occur everyday but will be as-need as the equipment fails or the calibration gases are running low. The technical skills required to perform the maintenance services are not skills that city employees have.

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

A. Specify required skills and/or expertise: The awarded contractor will provide several technical services through the iNET program. First, iNet automates many tasks associated with operating a gas monitor fleet including instrument calibration, function testing, diagnostics, documentation and repair or replacement of an instrument if a problem occurs. Second, iNet allows users to focus on their core competency by freeing them from the hassles of administering a gas detection program. In addition, the awarded contractor will provide automatic notification if an instrument malfunctions, asset tracking by serial number, secure off-site storage of data, automated calibration gas replenishment, all repair parts and freight, consolidated monthly billing, and continuous upgrade of the instrument fleet as new updates and software revisions are released.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the gas meters and docking stations will be provided for the City to lease for the contract.

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

These services have to be performed by authorized technicians as part of the lease agreement. There are no job classes within the city that have this authorization.

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

A. Explain why civil service classes are not applicable.

This service requires authorized technicians to handle the internal components of the gas meters according to the lease agreement. Industrial Scientific personnel will provide specific training on gas meter operation, calibration and bump testing and any other necessary trouble shooting.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. This is a technical service and it would not be feasible to take on as civil service workers.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

Yes. The training will go over how to bump test and calibrate the meters, how to attach the filters and probes, and how to operate the gas meters. Construction and Maintenance crews, Stationary Engineers and electricians will go through the training across the PUC. This entails 300 people. There will probably be 20 hours of training.

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

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

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

Yes. It is possible that Mallory Safety & Supply LLC, who the SFPUC currently has a contract with until 6/30/22 for these services (#1000016502), may bid on the new solicitation and get awarded the new contract.

**7. Union Notification:** On 04/12/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sflower.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46864 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [kennethlomba@gmail.com](mailto:kennethlomba@gmail.com); [snaranjo@cirseiu.org](mailto:snaranjo@cirseiu.org); [mdennis@twusf.org](mailto:mdennis@twusf.org); [rmarenco@twusf.org](mailto:rmarenco@twusf.org); [pwilson@twusf.org](mailto:pwilson@twusf.org); [cmoyer@nccrc.org](mailto:cmoyer@nccrc.org); [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org); [sfdpoa@icloud.com](mailto:sfdpoa@icloud.com); [Mjayne@iam1414.org](mailto:Mjayne@iam1414.org); [Emanuel, Rachel \(DEM\)](mailto:Emanuel,Rachel.(DEM)); [laborers261@gmail.com](mailto:laborers261@gmail.com); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko.(BOS)); [jennifer.esteen@seiu1021.org](mailto:jennifer.esteen@seiu1021.org); [emathurin@cirseiu.org](mailto:emathurin@cirseiu.org); [abush@cirseiu.org](mailto:abush@cirseiu.org); [sbabaria@cirseiu.org](mailto:sbabaria@cirseiu.org); [anthony@dc16.us](mailto:anthony@dc16.us); [mlobre@sfpoa.org](mailto:mlobre@sfpoa.org); [tracym@sfpoa.org](mailto:tracym@sfpoa.org); [mleach@ibt856.org](mailto:mleach@ibt856.org); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); [sal@local16.org](mailto:sal@local16.org); [Criss@sfmea.com](mailto:Criss@sfmea.com); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); [seichenberger@local39.org](mailto:seichenberger@local39.org); [Samagney@sfmea.com](mailto:Samagney@sfmea.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [kcartermartinez@cirseiu.org](mailto:kcartermartinez@cirseiu.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [jb@local16.org](mailto:jb@local16.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconillo, Kathy](mailto:Basconillo,Kathy); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [MRainsford@local39.org](mailto:MRainsford@local39.org); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [agonzalez@iam1414.org](mailto:agonzalez@iam1414.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [gail@sfflocal798.org](mailto:gail@sfflocal798.org); [cityworker@sfcwu.org](mailto:cityworker@sfcwu.org); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [djohnson@opcmialocal300.org](mailto:djohnson@opcmialocal300.org); [ramonliuna261@gmail.com](mailto:ramonliuna261@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [pkarinen@nccrc.org](mailto:pkarinen@nccrc.org); [tony@dc16.us](mailto:tony@dc16.us); [stevek@bac3-ca.org](mailto:stevek@bac3-ca.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [smcgarry@nccrc.org](mailto:smcgarry@nccrc.org); [rmitchell@twusf.org](mailto:rmitchell@twusf.org); [grojo@local39.org](mailto:grojo@local39.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [staff@sfmea.com](mailto:staff@sfmea.com); [mike@dc16.us](mailto:mike@dc16.us); [khughes@ibew6.org](mailto:khughes@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [sfmsa@gmail.com](mailto:sfmsa@gmail.com); [bart@dc16.us](mailto:bart@dc16.us); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [laborers261@gmail.com](mailto:laborers261@gmail.com); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [speedy4864@aol.com](mailto:speedy4864@aol.com); [Christina@sfmea.com](mailto:Christina@sfmea.com); [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46864 - 21/22  
**Date:** Tuesday, April 12, 2022 4:15:45 PM

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RECEIPT for Union Notification for PSC 46864 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 46864 - 21/22 for \$600,000 for Initial Request services for the period 08/01/2022 – 08/01/2031. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18321> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Personal gas meters, calibration gases and replacement and preventative maintenance (000076)

Funding Source: Water Enterprise Operating Budget

PSC Duration: 4 years

PSC Amount: \$600,000

**1. Description of Work**

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

Employees that enter confined spaces where the atmosphere could potentially be hazardous must wear gas meters to monitor the air. Industrial Scientific is the sole manufacturer of iNet® Exchange and iNet® Control which are automated personal gas monitor (PGM) management systems that work seamlessly with Industrial Scientific gas meters.

Mallory Safety and Supply will provide the services and manage the leasing of Industrial Scientific personal gas meters. The contract is for \$550,000 of leased equipment and \$50,000 for technical maintenance services and training.

Mallory Safety will manage the iNet® Exchange and iNet® Control systems that include replacement, maintenance, tracking and recordkeeping network to support SFPUC employees that routinely perform dangerous work that requires gas meters. This network also includes automated gas renewals, calibration and sensor data, datalogging captured by a cloud based program that provides both real-time and historical readings of all gas detectors, and a peer-to-peer monitoring network among the meters so everyone connected at a site will be instantly notified of a hazard. Mallory Safety are the only authorized technicians of the Industrial Scientific gas meters in California.

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

SFPUC operations staff rely on personal gas meters frequently, if not daily, to ensure that hazardous work such as confined space entries are performed safely and in accordance with Cal/OSHA regulations. If there is a gap in service and employees are left without personal gas meters, they will not be able to perform day to day operations. SFPUC employees are not authorized to perform any internal maintenance on the gas meters. Without the services of Mallory Safety and Supply, we would be left with inoperable equipment for the length of the lease.

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

The last contract ID for the same services was 1000016502 which lasted from 2016-2020. This is the first time we have requested a PSC for these services.

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

No.

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

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

This contract requires technical expertise in the gas detection industry. According to the lease agreement, only authorized technicians can perform maintenance on the gas meters. The gas meter maintenance component will not occur everyday but will be as-need as the equipment fails or the calibration gases are running low. The technical skills required to perform the maintenance services are not skills that city employees have.

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

- A. Specify required skills and/or expertise: Mallory Safety will provide several technical services through the iNET program. First, iNet automates many tasks associated with operating a gas monitor fleet including instrument calibration, function testing, diagnostics, documentation and repair or replacement of an instrument if a problem occurs. Second, iNet allows users to focus on their core competency by freeing them from the hassles of administering a gas detection program. In addition, Mallory will provide automatic notification if an instrument malfunctions, asset tracking by serial number, secure off-site storage of data, automated calibration gas replenishment, all repair parts and freight, consolidated monthly billing, and continuous upgrade of the instrument fleet as new updates and software revisions are released.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the gas meters and docking stations will be provided for the City to lease for the 4 year contract.

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

These services have to be performed by authorized technicians as part of the lease agreement. There are no job classes within the city that have this authorization.

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

A. Explain why civil service classes are not applicable.

This service requires authorized technicians to handle the internal components of the gas meters according to the lease agreement. Only Mallory Safety personnel are equipped to do that in the state of California. Industrial Scientific personnel will provide specific training on gas meter operation, calibration and functional testing and any other necessary trouble shooting.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. This is a technical service and it would not be feasible to take on as civil service workers.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

Yes. The training will go over the difference between a functional test and calibration, how to perform functional tests and calibration, how to attach the filters and probes, and how to operate the gas meters. Construction and Maintenance crews, Stationary Engineers and Electricians will go through the training across the PUC. This entails 300 people. There will probably be 20 hours of training. The contractor will provide user training but will not train city employees to perform the services purchased in the contract.

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

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

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

No.

**7. Union Notification:** On 11/16/2020, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

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

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

Address: 1155 Market Street, 5th Floor San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47971 - 20/21

DHR Analysis/Recommendation:

action date: 12/21/2020

Commission Approval Required

Approved by Civil Service Commission

12/21/2020 DHR Approved for 12/21/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Essential

Funding Source: Hetch Hetchy Water and Power Operating bud PSC Duration: 6 years 1 day

PSC Amount: \$2,500,200

**1. Description of Work**

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

San Francisco owns and operates the Hetch Hetchy Water and Power Project located on City-owned and federal lands, a portion of which are located within the boundaries of the County of Tuolumne. Tuolumne is unable to tax most of the attributes of the Hetch Hetchy Water and Power Project because it is located respectively on non-taxable federal lands and contains non-taxable rights, entitlements, and improvements.

The agreement includes payments for "Essential Services" including, but not limited to, fire protection, sheriff's protection and patrol, road maintenance, ambulance services, and other Essential Services provided by Tuolumne that are required by San Francisco for the benefit of Hetch Hetchy Water and Power and its employees in Tuolumne County.

The agreement also includes "Direct Services", which means services to address unforeseen or extraordinary events, irrespective of whether or not a formal emergency has been declared by either party, including but not limited to work to address immediate or imminent hazards on roads used by Tuolumne and City and County of San Francisco (CCSF) employees, facility rentals during an emergency or for coordinated drills/joint training exercises to plan for future emergencies, and security services to address immediate threats or needs.

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

The loss of this revenue to Tuolumne County is significant to its ability to provide general services. Based on the loss of property tax revenue Tuolumne is able to collect from San Francisco, San Francisco is concerned about the ability of Tuolumne to provide these essential services to San Francisco and its employees who reside in Tuolumne County, and about the financial stability of Tuolumne County as it may be affected by loss of these revenues. Denial of this agreement would impact Tuolumne's ability to provide fire suppression and protection, sheriff protection and patrol, road maintenance, ambulance services, and other essential services to Hetch Hetchy and its employees.

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

This service is currently being provided by an existing agreement between San Francisco and the County of Tuolumne. This agreement is due to expire June 30, 2022, under Resolution #16-0075, adopted by the SFPUC Commission on April 26, 2016. The current Agreement is attached.

D. Will the contract(s) be renewed?

Yes

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

During the term of the Agreement between the County of Tuolumne (Tuolumne) and the San Francisco Public Utilities Commission (SFPUC), Tuolumne will provide fire suppression and protection, sheriff protection and patrol, road maintenance, ambulance services, and other essential services for the Hetch Hetchy Water and Power Project. Current and past agreements have been for six (6) years to provide Essential Services for the Hetch Hetchy Water and Power Project. The six (6) year term is intended to provide payment stability for the essential services provided by Tuolumne County.

## 2. Reason(s) for the Request

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

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

B. Explain the qualifying circumstances:

Immediately needed services or services to address emergency situations: The agreement provides for "Essential Services" which includes emergency services such as fire protection, sheriff's protection and patrol, and ambulance services. The agreement also provides for "Direct Services", including personnel services to address immediate or imminent hazards and security services to address immediate threats.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Skills include fire protection and response, law enforcement protection and patrols, road maintenance, emergency medical services, and ambulance services.

B. Which, if any, civil service class(es) normally perform(s) this work? 0140, Chief, Fire Department; 0150, Dep Chf of Dept (Fire Dept); 5215, Fire Protection Engineer; 6281, Fire Safety Inspector 2; 7328, Operating Engineer, Universal; 7355, Truck Driver; 7514, General Laborer; 8234, Fire Alarm Dispatcher; 8236, Chief Fire Alarm Dispatcher; 8300, Sheriff's Cadet; 8301, Sheriff's Property Keeper; 8302, Deputy Sheriff 1; 8304, Deputy Sheriff; 8306, Senior Deputy Sheriff; 8308, Sheriff's Sergeant; 8310, Sheriff's Lieutenant; 8312, Sheriff's Captain; 8315, Assistant Sheriff; 8348, Undersheriff; H001, Fire Rescue Paramedic; H002, Firefighter; H003, EMT/Paramedic/Firefighter; H004, Insp, Fire Dept; H006, Invstgtr, Fire Dept; H016, Tech Trn Spc, Fire Dept; H020, Lieutenant, Fire Suppression; H022, Lieut, Fire Prev; H024, Lieut, Fire Invstgtn; H030, Captain, Fire Suppression; H032, Capt, Fire Prev or Fire Invstgtn; H040, Battalion Chief, Fire Suppression; H050, Asst Chf of Dept (Fire Dept);



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

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

N/A - A portion of the Hetch Hetchy Water and Power Project is within the boundaries of Tuolumne County, where Tuolumne County has the responsibility for providing fire, law, and emergency response services. Current City resources would not be able to perform these services under the jurisdiction of the County of Tuolumne.

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

- A. Explain why civil service classes are not applicable.

The City does possess the civil services classifications that would perform these services within the jurisdiction of the City and County of San Francisco; however, a portion of the Hetch Hetchy Water and Power Project operates within the boundaries of the County of Tuolumne, where the County of Tuolumne has the responsibility of providing fire suppression and protection, sheriff protection and patrol, road maintenance, ambulance service, and other essential services.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. These services fall under existing civil service classifications; however, a portion of the Hetch Hetchy Water and Power Project resides within the jurisdiction of the County of Tuolumne; therefore, Tuolumne County has the jurisdictional responsibility to provide fire, law, and ambulance services to Hetch Hetchy and its employees who reside in Tuolumne County.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

Yes. This agreement may be used for for coordinated drills/joint training exercises to plan for future emergencies. Both the Tuolumne County and the CCSF use the Incident Command System (ICS) Structure and Unified Command to manage emergency events. The occupational types of City and County employees to receive training include Managers, Water and Power Maintenance Supervisors, Utility Specialists, and Civil Engineers. The approximate number of employees who would participate in the joint training exercises is 10-20 employees.

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

No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

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

Yes. This service is currently being provided by an existing agreement between San Francisco and the County of Tuolumne. This agreement is due to expire June 30, 2022, under Resolution #16-0075, adopted by the SFPUC Commission on April 26, 2016.

7. **Union Notification:** On 03/18/2022, the Department notified the following employee organizations of this PSC/RFP request:

Deputy Sheriff's Association; Firefighters - B/U 1; Firefighters - B/U 2; Laborers, Local 261; Municipal Executive Association; Operating Engineers, Local 3; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 H-1 Fire-Rescue Paramedics; SF Sheriff's Managers and Supv

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45455 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Hale, Shawndrea M.

---

**From:** Hale, Shawndrea M.  
**Sent:** Tuesday, March 29, 2022 8:42 AM  
**To:** Dennis Hart; dharrington@teamsters853.org  
**Cc:** Kyger, Todd  
**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 45455 - 21/22

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

From: dhr-psccoordinator@sfgov.org <dhr-psccoordinator@sfgov.org> On Behalf Of shale@sfwater.org  
Sent: Friday, March 18, 2022 2:14 PM  
To: Hale, Shawndrea M. <SHale@sfwater.org>; sfsmsa@gmail.com; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; noah.frigault@sfgov.org; Julie.Meyers@sfgov.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconciello, Kathy <kbasconciello@sfwater.org>; pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; Criss@sfmea.com; Camaguey@sfmea.com; Christina@sfmea.com; staff@sfmea.com; laborers261@gmail.com; gail@sffdlocal798.org; kennethlomba@gmail.com; ecdemvoter@aol.com; Hale, Shawndrea M. <SHale@sfwater.org>; dhr-psccoordinator@sfgov.org  
Subject: Receipt of Notice for new PCS over \$100K PSC # 45455 - 21/22

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 45455 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45455 - 21/22 for \$2,500,200 for Initial Request services for the period 07/01/2022 – 06/30/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/18144> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**From:** [David Tuttle](#)  
**To:** [Kyger, Todd](#); [Hale, Shawndrea M.](#)  
**Subject:** Re: Receipt of Notice for new PCS over \$100K PSC # 45455 - 21/22  
**Date:** Friday, May 13, 2022 5:09:20 PM

---

**CAUTION:** This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We are willing to waive our review.

David Tuttle  
Public Sector Business Agent  
Operating Engineers, Local Union #3  
1620 S. Loop Road  
Alameda, CA 94502  
dtuttle@oe3.org  
(P): 510-748-7438 ext 3488  
(F) :510-521-4886  
(C): 925-575-4217

---

**From:** "Kyger, Todd" <TKyger@sfgwater.org>  
**Date:** Friday, May 13, 2022 at 4:37 PM  
**To:** David Tuttle <dtuttle@oe3.org>, "Hale, Shawndrea M." <SHale@sfgwater.org>  
**Subject:** Re: Receipt of Notice for new PCS over \$100K PSC # 45455 - 21/22

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**From:** David Tuttle <dtuttle@oe3.org>  
**Date:** Friday, May 13, 2022 at 3:07 PM  
**To:** Hale, Shawndrea M. <SHale@sfgwater.org>  
**Cc:** Kyger, Todd <TKyger@sfgwater.org>  
**Subject:** Re: Receipt of Notice for new PCS over \$100K PSC # 45455 - 21/22

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you send me a copy of the PSC?

David Tuttle  
Public Sector Business Agent  
Operating Engineers, Local Union #3  
1620 S. Loop Road  
Alameda, CA 94502  
dtuttle@oe3.org

(P): 510-748-7438 ext 3488  
(F) :510-521-4886  
(C): 925-575-4217

On 5/13/22, 1:36 PM, "Hale, Shawndrea M." <SHale@sfgwater.org> wrote:

Hi David and Victoria,

Can you waive your review of the PSC below. We sent the PSC to the Unions on March 18th, but unfortunately your email is not set up in the system. A delay will have us waiting until July 18th, and we need these PSC's ASAP. Please advise if you would like further information to be set up in the DHR database. Thank you for your quick response.

Best,  
Shawndrea Hale

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of shale@sfgwater.org

Sent: Friday, March 18, 2022 2:14 PM

To: Hale, Shawndrea M. <SHale@sfgwater.org>; sfsmsa@gmail.com; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; noah.frigault@sfgov.org; Julie.Meyers@sfgov.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Kathy <kbasconcillo@sfgwater.org>; pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; Criss@sfmea.com; Camaguey@sfmea.com; Christina@sfmea.com; staff@sfmea.com; laborers261@gmail.com; gail@sffdlocal798.org; kennethlomba@gmail.com; ecdemvoter@aol.com; Hale, Shawndrea M. <SHale@sfgwater.org>; dhr-psccordinator@sfgov.org  
Subject: Receipt of Notice for new PCS over \$100K PSC # 45455 - 21/22

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 45455 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45455 - 21/22 for \$2,500,200 for Initial Request services for the period 07/01/2022 – 06/30/2028. Notification of 30 days

(60

days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18144> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Modification**

## **Personal Services Contracts**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request:  Initial  Modification of an existing PSC (PSC # 30431 - 20/21)

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

Type of Service: Executive and Team Training

Funding Source: General Fund

PSC Original Approved Amount: \$50,000 PSC Original Approved Duration: 07/01/21 - 06/30/22 (52 weeks)

PSC Mod#1 Amount: \$79,000 PSC Mod#1 Duration: 10/01/21-10/01/23 (1 year 13 weeks)

PSC Cumulative Amount Proposed: \$129,000 PSC Cumulative Duration Proposed: 2 years 13 weeks

**1. Description of Work**

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

The Office of City Administrator is seeking professional services to assist the department head in developing an effective team and individual contributions. Services will include group and individual coaching sessions with the department head and executive leadership team, utilizing various assessments to create a sense of awareness of team and individual strengths, competencies, leadership, managerial, and communication skills. Particular emphasis will be placed on enhancing the skills and attributes needed to achieve organizational objectives, while fostering individual professional development.

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

This service will improve operations of the office. If it is denied, the opportunity to do so will be lost.

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

By contract

D. Will the contract(s) be renewed?

Unlikely.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

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

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

This is a short term, intermittent project requiring specific skills.

B. Reason for the request for modification:

Funds and duration are being increased. Additional work is required.

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

A. Specify required skills and/or expertise: A qualified consultant must have at least three years of experience providing consulting services related to executive coaching, communications, management styles, organizational development, group process and conducting workshops.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil service classifications do not have the range of skills and abilities necessary to perform the entire scope of this work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This is a short term, intermittent project.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Training is to be determined. The vendor will advise on which classifications to be involved, content and the number of hours. Classifications will likely multiple classifications in the Manager series.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. Additional work is necessary

**7. Union Notification: On 04/25/22, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;**

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

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: One Carlton B. Goodlett Place, Room 362, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30431 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required  
DHR Approved for 06/06/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)  
**To:** [Lubamersky, Joan \(ADM\); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR \(HRD\)](mailto:Lubamersky, Joan (ADM); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)  
**Subject:** Receipt of Modification Request to PSC # 30431 - 20/21 - MODIFICATIONS  
**Date:** Monday, April 25, 2022 4:09:15 PM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$79,000 for services for the period October 1, 2021 – October 1, 2023. 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/18386>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[pkim@ifpte21.org](mailto:pkim@ifpte21.org)  
[eerbach@ifpte21.org](mailto:eerbach@ifpte21.org) [kpage@ifpte21.org](mailto:kpage@ifpte21.org) [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org)  
[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org) [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com) [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com)  
[ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com)

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: Executive and Team Training

Funding Source: General Fund

PSC Duration: 52 weeks

PSC Amount: \$50,000

**1. Description of Work**

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

The Office of City Administrator is seeking professional services to assist the department head in developing an effective team and individual contributions. Services will include group and individual coaching sessions with the department head and executive leadership team, utilizing various assessments to create a sense of awareness of team and individual strengths, competencies, leadership, managerial, and communication skills. Particular emphasis will be placed on enhancing the skills and attributes needed to achieve organizational objectives, while fostering individual professional development.

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

This service will improve operations of the office. If it is denied, the opportunity to do so will be lost.

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

Services have not been provided in the past.

D. Will the contract(s) be renewed?

Unlikely.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

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

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

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

This is a short term, intermittent project requiring specific skills.

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

A. Specify required skills and/or expertise: A qualified consultant must have at least three years of experience providing consulting services related to executive coaching, communications, management styles, organizational development, group process and conducting workshops.

B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer;

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

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

This work is intermittent and requires a range of skills and abilities that employees in other departments do not have.

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

- A. Explain why civil service classes are not applicable.  
Civil service classifications do not have the range of skills and abilities necessary to perform the entire scope of this work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This is a short term, intermittent project.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. Training is to be determined. The vendor will advise on which classifications to be involved, content and the number of hours. Classifications will likely multiple classifications in the Manager series.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 06/04/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21

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

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

Address: One Carlton B. Goodlett Place, Room 362 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30431 - 20/21  
DHR Analysis/Recommendation:  
Commission Approval Not Required  
Approved by DHR on 06/23/2021



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT

Dept. Code: ECN

Type of Request:  Initial  Modification of an existing PSC (PSC # 3048-10/11)

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

Type of Service: Client and job order database program subscription w/ web interface

Funding Source: GF and Workforce Investment Act

PSC Original Approved Amount: \$49,900

PSC Original Approved Duration: 02/07/11 - 03/01/12 (1 year 3 weeks)

PSC Mod#1 Amount: \$135,000

PSC Mod#1 Duration: 02/22/12-06/30/13 (1 year 17 weeks)

PSC Mod#2 Amount: \$92,400

PSC Mod#2 Duration: 07/01/13-08/30/14 (1 year 8 weeks)

PSC Mod#3 Amount: \$462,000

PSC Mod#3 Duration: 09/01/14-06/30/17 (2 years 43 weeks)

PSC Mod#4 Amount: \$369,650

PSC Mod#4 Duration: 07/01/17-06/30/19 (2 years)

PSC Mod#5 Amount: \$350,000

PSC Mod#5 Duration: 07/01/19-06/30/21 (2 years 1 day)

PSC Mod#6 Amount: \$299,000

PSC Mod#6 Duration: no duration added

PSC Mod#7 Amount: \$900,000

PSC Mod#7 Duration: 07/01/21-06/30/26 (5 years 1 day)

PSC Cumulative Amount Proposed: \$2,657,950

PSC Cumulative Duration Proposed: 15 years 20 weeks

**1. Description of Work**

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

Purchase of subscription to database program with web interface to administer non-construction First Source (FS) Hiring program and facilitate hiring of candidates case managed by the City's network of One-Stop Career Centers. The program will allow case managers to efficiently screen, match, and refer appropriate candidates to job openings using a proprietary skill matching feature. It will facilitate the sharing of open positions to ensure workers are placed quickly, allow businesses to more effectively comply with the City's First Source Hiring requirements and allow tracking of compliance of non-construction contractors bound by First Source (Municipal Code Chapter 83).

**Scope Change**

The only clarification to add is that this product is not solely utilized by 'One Stop Career Centers'. This product is now utilized by the entire network of workforce service providers, and this contract extension will allow OEWD to add functionality to track compliance for City Suppliers that are subject to Chapter 83.

B. Explain why this service is necessary and the consequence of denial:  
If there is a lack of coordination and tracking, the participants of the City’s workforce system are not receiving the advantage of competing for early-posted open entry level positions. Federal law penalizes states that fail to meet their assigned quotas for moving individuals from welfare to work by imposing monetary sanctions that will be passed on to the counties. (Please see additional document)

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

D. Will the contract(s) be renewed?  
Unknown at this time

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
OEWD proposes to continue this contract to cover additional user licenses and maintenance of the product. This is a proprietary product and the existing Supplier (Launchpad Careers, Inc) is the only entity that can provide the ongoing support and enhancements required to comply with Chapter 83 requirements and meet needs of our customers - jobseekers, local businesses, and City Suppliers with entry-level workforce opportunities.

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

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

This work is anticipated to be short term (under 10 years) and requires specific skills not possessed currently by any City departments.

B. Reason for the request for modification:

Adding funds and time to cover license costs and maintain the product, at an anticipated cost of \$220k per year over 4 years plus \$20k as a contingency. In FY21-22, this contract was extended under the Mayor's COVID Emergency Declaration and did not draw down against this authorization. OEWD is pursuing a sole source contract covering the term of July 1, 2022 through June 30, 2026.

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

A. Specify required skills and/or expertise: Extensive experience developing and implementing systems of a similar nature in the California Workforce community. Program must have well developed reporting tools to be able to report on activities at all levels – job development, placement, employer tracking, and potential employee matches. Program must also be able to “spider” through other job boards to pull in postings from other sources (Monster, Career Builder, etc) to maintain a robust database of opportunities at all times.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
The department does not have any employees with the expertise to develop the needed resource. The City's Department of Technology Services (DTIS) was approached about performing the work & the department was told there were not resources to develop the tool & that the project was outside the scope of that department's work. This project is highly specialized & would best be performed by an organization that has extensive experience with similar projects as noted in 3 A above.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Development of a new like service would be temporary in nature. The organization the department would like to contract with already has a tool developed that is being successfully used in several CA counties, including San Francisco. [See attached PSC for additional language]

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
OEWD staff will be trained on changes to system enhancements, impacted staff are to be determined.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

Extension with current contractor; Launchpad Careers Inc

**7. Union Notification:** On 04/29/22, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

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

Name: Marissa Bloom Phone: 415-701-4887 Email: marissa.bloom@sfgov.org

Address: 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3048-10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Receipt of Modification Request to PSC # 3048-10/11 - MODIFICATIONS

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

marissa.bloom@sfgov.org <marissa.bloom@sfgov.org>

Fri 4/29/2022 1:04 PM

To: Bloom, Marissa (ECN) <marissa.bloom@sfgov.org>; ecassidy@ifpte21.com <ecassidy@ifpte21.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; kpage@ifpte21.org <kpage@ifpte21.org>; eerbach@ifpte21.org <eerbach@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; Damalas, Kristine (ECN - Contractor) <kristine.damalas@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN has submitted a modification request for a Personal Services Contract (PSC) for \$900,000 for services for the period July 1, 2021 – June 30, 2026. 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/1939>

Email sent to the following addresses: L21PSCReview@ifpte21.org  
pkim@ifpte21.org  
eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org  
tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com  
ecassidy@ifpte21.com

# **Additional Attachment(s)**

**To:** Suzanne Choi, Citywide PSC Coordinator, Department of Human Resources

**From:** Marissa Bloom, Director of Contracts and Grants, Office of Economic and Workforce Development (OEWD)

**Date:** Friday, April 29, 2022

**Re: Justification for Retroactive Approval for PSC #3048-1011, Mod 7 (July 1, 2021-June 30, 2026)**

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The Office of Economic and Workforce Development (OEWD) has just submitted a seventh (7<sup>th</sup>) modification request on PSC #3048-10/11 – *Client and job order database program subscription w/ web interface*. This modification request extends the currently approved term by five (5) years and increases the contract amount by \$900,000, which will require Civil Service approval. In FY21-22, this contract was extended under the Mayor's COVID Emergency Declaration and did not draw down against this authorization, however, to avoid a gap in the authority, we are retroactively modifying the PSC, effective July 1, 2021.

OEWD proposes to continue this contract to cover additional user licenses and maintenance of the product, and to improve compliance functionality for Suppliers that are subject to Chapter 83 (First Source Hiring Ordinance). The current Supplier, Launchpad Careers, Inc. (“Launchpad”) has been successfully delivering this product since February 2015. At this point, the product is proprietary and Launchpad is the only entity that can provide the ongoing support and enhancements required to comply with Chapter 83 requirements and meet needs of our customers - jobseekers, local businesses, and City Suppliers with entry-level workforce opportunities. For this reason, this increased authority is being requested to maintain this critically needed technology through a sole source contract in fiscal years **2022-2023 through 2025-2026**.

OEWD has continued to approach the Department of Technology regarding the option of bringing these services in-house. It has been determined that the Office of Economic and Workforce Development is best suited to continue the contracting relationship with Launchpad to avoid a lengthy interruption in services and to improve services to City contractors and jobseekers.

If you have any questions regarding the above, please contact me at [Marissa.Bloom@sfgov.org](mailto:Marissa.Bloom@sfgov.org)



## **Additional Attachment(s) of Explanation**

### **◇ Section 1. Description of Work**

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

**If there is a lack of coordination and tracking, the participants of the City's workforce system are not receiving the advantage of competing for early-posted open entry level positions. Federal law penalizes states that fail to meet their assigned quotas for moving individuals from welfare to work by imposing monetary sanctions that will be passed on to the counties. The welfare time limits imposed upon families place tremendous pressure on the City to find jobs, provide appropriate training opportunities, and assist economically disadvantaged individuals to find and retain adequate employment. The available of sufficient employment opportunities is essential to the economic and social well-being of the City.**

## CHAPTER 83: FIRST SOURCE HIRING PROGRAM

[Sec. 83.1. Short Title.](#)

[Sec. 83.2. Findings.](#)

[Sec. 83.3. Purpose.](#)

[Sec. 83.4. Definitions.](#)

[Sec. 83.5. Scope.](#)

[Sec. 83.6. First Source Hiring Administration.](#)

[Sec. 83.7. Duties of City Departments.](#)

[Sec. 83.8. Workforce Development Advisory Committee.](#)

[Sec. 83.9. First Source Hiring Requirements for Contracts and Property Contracts, and Other Work Performed in the City by City Contractors.](#)

[Sec. 83.10. Violation of First Source Hiring Requirements in Contracts and Property Contracts.](#)

[Sec. 83.11. First Source Hiring Requirements for Permits for Commercial Development and Residential Projects.](#)

[Sec. 83.12. Violation of First Source Hiring Requirements in Permits and in Work Performed by a City Contractor on Non-City Projects in the City.](#)

[Sec. 83.13. Records.](#)

[Sec. 83.14. General Exclusions and Limitations.](#)

[Sec. 83.15. Collective Bargaining Agreements.](#)

[Sec. 83.16. Severability.](#)

[Sec. 83.17. Limited to Promotion of General Welfare.](#)

[Sec. 83.18. Operative Date and Application.](#)

### SEC. 83.1. SHORT TITLE.

This Chapter shall be known as the "First Source Hiring Program."

(Added by Ord. 264-98, App. 8/21/98)

### SEC. 83.2. FINDINGS.

(a) In August 1996, a new Federal law, the Personal Responsibility and Work Opportunity Act, also known as "welfare reform," fundamentally changed the nature of public assistance programs in this country, shifting the focus from the receipt of benefits to procurement of employment within specified time limits. Approximately 17,350 of San Francisco's children and 7,330 of its adults (3.4 percent of the population) who currently receive Temporary Assistance to Needy Families (TANF), the program formerly known as Aid to Families with Dependent Children (AFDC), will be limited to five cumulative years of aid during their lifetime. This means that within five years, the adult members of these families, unless specifically exempted, must be employed at an economically self-sufficient level. Under the new Federal law, after two years on aid, most recipients must work in order to maintain eligibility for (TANF). As families reach their time limits, there will be no federal or State funding help to support them. Therefore, the creation and retention of adequate employment opportunities within the City is essential to prevent these families from falling into complete destitution.

(b) The Federal law will penalize states that fail to meet their assigned quotas for moving individuals from welfare to work by imposing monetary sanctions that will be passed on to the counties.

(c) Many people on welfare and other economically disadvantaged individuals do not have immediate access to employment opportunities that will bring economic self-sufficiency. Often, long-term recipients of public benefits are confronted with multiple barriers to full employment, including lack of education, job-readiness skills and work experience.

(d) In San Francisco, there are 9,000 single unemployed adults in the County Adult Assistance Program (CAAP) who are also in need of programs to move toward self-sufficiency. Many CAAP clients have chosen an employment track and are pursuing self-sufficiency through work. Unlike TANF, CAAP is funded solely by County dollars and is not subsidized by the State or Federal government. While the economy shows signs of improvement, unemployment rates in San Francisco remain at 5.8 percent.

(e) Since 2000, over 100,000 jobs have been lost, almost three times the job loss rate of the early 1990's.

(f) The welfare time limits imposed upon families place tremendous pressure on the City to find jobs, provide appropriate training opportunities, and assist economically disadvantaged individuals to find and retain adequate employment. The availability of sufficient employment opportunities is essential to the

economic and social well-being of the City. This process of workforce development must be a component of the City's economic development planning.

(g) New development and construction of commercial projects tend to increase property values which in turn can displace low-income residents and put a greater burden on the City to assist economically disadvantaged individuals.

(h) Additionally, business expansion places increased demand upon, and reduces the available pool, of qualified workers. The City's economic health depends upon the maintenance of that pool. Job training funds are a component of welfare reform and will result in an increase of available qualified workers. Thus, early identification of entry level positions in new or growing commercial activity allows the City to plan training programs that will prepare economically disadvantaged individuals to be available for these new jobs. One of the goals of this Chapter is to create a seamless job referral system.

(i) The City, the business community, the service providers, organized labor, the schools, and the people who must personally meet the challenge of welfare reform are gathering at a unique historical moment. The time limits on public assistance are a matter of law, and the only choice is to organize the opportunities so as not to bypass these workers. The consequences of welfare reform are significant not just for the individuals who must find economic self-sufficiency, but for the whole economic well-being and commercial activity of the City and its constituents.

(j) The concept of "First Source Hiring" under this Chapter contains two essential components: the identification of entry level positions in order to properly allocate training resources, and the availability of the first opportunity for graduates of those training programs to be considered for employment. The City must work with the business community, the service providers, organized labor and schools in identifying workforce needs, developing job readiness standards, supporting training that creates a new pool of qualified workers, and providing a mechanism by which the business community can draw upon this pool; thereby facilitating and strengthening the relationship between the City, educational institutions, community-based job training, development and place-mended programs, and the private sector. While the City commits to providing the support services necessary to ensure the successful transition to economic self-sufficiency, the business community must be willing to offer these employment opportunities to qualified economically disadvantaged individuals.

(k) Participation in the City's First Source Hiring Program can be economically advantageous to employers. The Program provides a ready supply of qualified workers to employers with hiring needs. There are a variety of City, federal and State tax credits available for hiring qualified economically disadvantaged individuals. Within State-designated "Enterprise Zone" areas of San Francisco, the state offers a hiring tax credit for employers who hire job seekers from targeted groups. Employers can claim up to \$31,605.00 in tax credits over a 5 year period when they hire qualified employees. The State of California also allows a hiring tax credit against wages paid qualified economically disadvantaged individuals, and a sales tax credit for equipment purchased for use in designated Enterprise Zones.

(l) In order to provide financial assistance to employers who hire qualified economically disadvantaged individuals, the federal government offers the Federal Welfare-to-Work Credit that provides up to \$8,500 in tax credits per qualified employee and the Work Opportunity Tax Credit that provides up to \$2,400 in tax credits per qualified employee.

(m) The City is committed, in partnership with the Private Industry Council, to facilitating employer access to tax credit and other financial incentive information regarding the hiring of qualified economically disadvantaged individuals who meet City, State or federal program criteria.

(n) The Board of Supervisors passed the FSHA before Congress passed the Workforce Investment Act of 1998 (WIA) (29 U.S.C.A. 2801 et seq.). The WIA mandates the creation of a Workforce Investment Board (WIB) that, in partnership with the Mayor, oversees the workforce development system for the City.

(o) The WIA also requires the implementation of a One-Stop delivery system that provides services to both job seekers and employers. It requires that the workforce development services in each locality be delivered through a single "One-Stop" delivery system. The WIA gives states and localities flexibility in deciding how to implement the One-Stop system with the condition that a "full service center" be formed in each locality, which provides full access to all services. The WIB, in partnership with the Mayor, agreed to have one full service center located on Mission Street, two affiliate centers located in the southeast sector and in the Civic Center area, and a multitude of access points. This structure makes up the foundation of the One-Stop system in San Francisco. The City chose a consortium of agencies to be responsible for the operation of these centers, including the San Francisco Human Services Agency (HSA), City College of

San Francisco, the National Council on Aging, and the State of California Employment Development Department.

(p) With the passage of the WIA and the implementation of the One-Stop system, the FSHA has been fully integrated into the delivery of services.

(q) In 2003, the FSHA ordinance was extended for one year, during which time an independent evaluation was conducted on the effectiveness of the program. The final report indicates that the stakeholders view the ordinance as a tool to open doors to jobs for populations that have historically had difficulty gaining access to employment opportunities.

(r) In March 2004, HSA began implementing a business service initiative designed to integrate job posting and placement activities within the One-Stop system. With this new referral system in place, a process exists to connect job seekers with the job opportunities that result from this ordinance.

(s) Also in 2004, HSA implemented a new data system that tracks the activities of the referral system. Information gathered includes the number of employers notified of first source requirements, the number that comply with first source requirements, the number of jobs posted, and the number of job seekers referred and placed in jobs.

(t) The proposed Market and Octavia Area Plan - consisting of general plan, planning code, and zoning map amendments - is a means for implementing an innovative set of land use controls, urban design guidelines, and public space and transportation system improvements to create a dense, vibrant and transit-oriented neighborhood. The plan rezones the commercial uses in the Plan Area; consequently more jobs will occur in the lower wage industries such as retail, food service, and personal services. Such industries offer employment opportunities to first time and entry level workers especially served by the City's First Source Hiring program and as such special efforts will be made to enlist lower income residents and job seekers in these new employment opportunities. Expanding the provisions of the First Source Hiring Ordinance to the Market and Octavia Area Plan will serve as a pilot project for other areas of the City and is in the best interest of the residents residing in this designated area.

(Added by Ord. 264-98, App. 8/21/98; amended by Ord. 250-04, File No. 041190, App. 10/14/2004; Ord. 76-06, File No. 060166, App. 4/20/2006; Ord. 214-08, File No. 080235, App. 9/19/2008)

### SEC. 83.3. PURPOSE.

The purpose of this Chapter is to establish a First Source Hiring Program for the City and County of San Francisco to foster construction and permanent employment opportunities for qualified economically disadvantaged individuals. Participation in this program shall be required in City contracts and City property contracts. In addition, participation in this program is required by City contractors for any and all work performed by the contractor in the City.

This Chapter additionally requires similar first source hiring obligations to be included in permits authorizing construction of certain commercial development and residential projects.

Because of the wide variety of contracts, property contracts, other work performed in the City by the City contractor, and permits issued by, the City, there is no single first source hiring requirement that can be applied and enforced in all such situations. Therefore, specific first source hiring requirements must be tailored to individual contracts, property contracts, work performed in the City by City contractors, and permits for commercial activities and residential projects. An administrative body shall be established by the City to assist in the tailoring of these requirements, and shall be known as the "First Source Hiring Administration (FSHA)" for the purpose of implementing and overseeing the first source hiring requirements under this Chapter.

This Chapter is intended to authorize and direct the First Source Hiring Administration, where consistent with the purpose of this Chapter and its assessment of feasibility, and in a manner that avoids conflicts with applicable federal and State law, to set entry level position hiring and retention goals for contracts, property contracts, other work performed in the City by City contractors, and permits.

Nothing in this Chapter is intended to, nor shall it be interpreted or applied so to create delay to contractors or developers under permits subject to the requirements of first source hiring.

Three years after the effective date of this Chapter, the Board of Supervisors shall review the First Source Hiring Program to determine: (1) the number of entry level positions identified and acquired by qualified economically disadvantaged individuals; (2) whether participants in the Workforce Development System received appropriate and sufficient training; (3) whether the requirements of this Chapter are adequate to achieve the goals of the program; and (4) whether amendments and/or revisions of this Chapter are needed.

(Added by Ord. 264-98, App. 8/21/98; amended by Ord. 250-04, File No. 041190, App. 10/14/2004)

Executed Contract Scope of Work  
January 8, 2010

## Appendix A Services to be provided by Contractor

### 1. Introduction

The Office of Economic and Workforce Development (“OEWD”) requires a Web-based technology that results in providing a leading edge portal for job seekers and employers; effective tools for mediated job matching; and streamlined timely reports.

Geographic Solutions has been chosen to provide the Labor Exchange System (hereafter also referred to as “Virtual OneStop<sup>®</sup>” or “the Virtual OneStop<sup>®</sup> System”) to be engineered utilizing proprietary Virtual OneStop<sup>®</sup> (VOS) employment services solution, a leading edge, comprehensive Information System. Virtual OneStop<sup>®</sup> will not only support OEWD’s specific functional requirements but also provides a proven technology with a large user community and a user-friendly interface that will attract more job seekers and employers, improving the overall performance of OEWD.

### 1. Definitions.

In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

**1.1 Acceptance.** A PROGRAM module will be deemed to be ACCEPTED by SUBSCRIBER when;

a) An authorized representative of the SUBSCRIBER signs a GEOGRAPHIC SOLUTIONS acceptance certificate indicating in writing that the PROGRAM module has been accepted or;

b) The PROGRAM module has been installed and has been operating on the HOST SERVER without a reported and reproducible ERROR for a period of 15 calendar days or;

c) Within 15 calendar days of receiving an acceptance certificate SUBSCRIBER does not return the certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection.

**1.2 Workforce Information Database** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.

**1.3 Documentation** means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by SUBSCRIBER under separate agreement with GEOGRAPHIC SOLUTIONS.

**1.4 Enhancements** shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to CORE CODE and related DOCUMENTATION, including all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

**1.4.1 Basic Enhancements** mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

**1.4.2 Major Enhancements** means changes or additions to PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to any of GEOGRAPHIC SOLUTIONS' customers without separate charge.

**1.5 Error** is a statement or omission in the PROGRAM that causes or results in an incorrect function and that results in a failure to comply in any material respect with the applicable specifications.

**1.6 Error Correction** is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM into material conformity with its specifications, or a procedure or routine that, when observed in the regular operation of the PROGRAM, avoids the practical adverse effect of such nonconformity.

**1.7 Host Server** is a specific server located at the offices of GEOGRAPHIC SOLUTIONS. This GEOGRAPHIC SOLUTIONS server will be available to the public and staff of SUBSCRIBER via the Internet.

**1.8 Maintenance Modifications** are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new releases of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

**1.9 Program** is the computer software composed of the GEOGRAPHIC SOLUTIONS Virtual OneStop<sup>®</sup> Program Modules attached hereto collectively referred to as the PROGRAM including any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereto and updates thereof furnished by GEOGRAPHIC SOLUTIONS.

**1.10 Qualified Primary Contact** shall have the meaning set forth in Section 11.

**1.11 Regular Business Hours** are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled holidays.

**1.12 Release** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS and/or ERROR CORRECTIONS and/or ENHANCEMENTS.

**1.13 Service Area** is the limited region in which the PROGRAM will be used to provide one-stop services to the residents of that specific area. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals from outside the SERVICE AREA will be able to access services for the purposes of career and job search in the SERVICE AREA. The PROGRAM will only service employers that are located within the SERVICE AREA.

**1.14 Standard Reporting Procedure** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to [techspt@geosolinc.com](mailto:techspt@geosolinc.com).

**1.15 Subscriber** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of subscribing to the PROGRAM.

**1.16 Subscription Fees** As consideration for the SUBSCRIPTION granted herein, SUBSCRIBER agrees to pay the fees for the PROGRAM as set forth in Appendix B.

## **2. SUBSCRIPTION GRANT.**

In consideration of the payment of the SUBSCRIPTION FEES set forth herein, GEOGRAPHIC SOLUTIONS grants to SUBSCRIBER a nonexclusive, nontransferable and nonassignable SUBSCRIPTION to the package of computer and related materials identified in Appendices B, which together constitute the PROGRAM, for the Service Area defined in Section 4, subject to the following terms and conditions.

**The PROGRAM is solely owned by GEOGRAPHIC SOLUTIONS and is copyrighted. GEOGRAPHIC SOLUTIONS does not sell or transfer title to the PROGRAM to SUBSCRIBER. The SUBSCRIPTION to the PROGRAM will not commence until an authorized representative of SUBSCRIBER and of GEOGRAPHIC SOLUTIONS has executed this Agreement.**

## **3. SCOPE OF RIGHTS.**

SUBSCRIBER may:

1. Use and execute the PROGRAM for purposes of serving the needs of its business.
2. In support of SUBSCRIBERS authorized use of the PROGRAM, access and display the PROGRAM on any computer including those accessing the PROGRAM via an internet or intranet computer.

SUBSCRIBER shall not assign, sublicense, transfer, pledge, lease or rent, its rights under this Subscription Agreement. SUBSCRIBER agrees that it will not attempt to reverse assemble, reverse compile, or otherwise translate the Software. SUBSCRIBER agrees not to create, or grant access to anyone to create, derivative works from all or part of the PROGRAM.

SUBSCRIBER acknowledges and agrees that the PROGRAM is a proprietary product of GEOGRAPHIC SOLUTIONS protected under U.S. copyright law. SUBSCRIBER further acknowledges and agrees that all right, title, and interest in and to these programs, including associated intellectual property rights, are and shall remain solely the property of GEOGRAPHIC SOLUTIONS. This Agreement does not convey to SUBSCRIBER an interest in or to the Program, but only a right of use revocable in accordance with the terms of this Agreement.

The PROGRAM may access a database of businesses that is leased to the State through a master agreement between the Iowa Department of Labor and InfoUSA, Inc., Omaha, Nebraska, 68127. Resale of this data is prohibited. Any use of the data, except for the intended purpose of job search, is prohibited without the express written consent of InfoUSA, Inc. The continued use of this data by SUBSCRIBER is subject to the continuation of this lease.

## **4. SERVICE AREA.**



The SERVICE AREA for this Agreement is: the San Francisco Bay Area.

The PROGRAM will be used to provide one-stop services to the residents of the SERVICE AREA. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals from outside the service area will be able to access services for the purposes of career and job search in the Service Area. The PROGRAM will only service employers that are located within the SERVICE AREA.

## **5. PROGRAM ACTIVATION.**

Upon execution of this agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM for SUBSCRIBER and make the PROGRAM available on the world wide-web.

GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.

## **6. PROPRIETARY PROTECTION AND RESTRICTIONS.**

**6.1 LIMITED RIGHT OF USE. Limited Right of Use** GEOGRAPHIC SOLUTIONS shall have sole and exclusive ownership of all right, title, and interest in and to the PROGRAM and all ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to SUBSCRIBER herein by GEOGRAPHIC SOLUTIONS. This Agreement does not provide SUBSCRIBER with title or ownership of the PROGRAM, but only a SUBSCRIPTION for the period outlined in Section 2 of the City Contract. SUBSCRIBER must keep the PROGRAM free and clear of all claims, liens, and encumbrances.

**6.2 RESERVATION OF RIGHTS; ACKNOWLEDGMENTS.** SUBSCRIBER acknowledges that the PROGRAM that is being subscribed to by SUBSCRIBER hereunder constitutes a commercially valuable, proprietary product of GEOGRAPHIC SOLUTIONS, the design and development of which reflects the effort of skilled experts and the investment of considerable time and money. SUBSCRIBER acknowledges that the PROGRAM contains substantial trade secrets of GEOGRAPHIC SOLUTIONS, which GEOGRAPHIC SOLUTIONS shall entrust to SUBSCRIBER in confidence to use and copy only as expressly authorized by this Agreement. SUBSCRIBER further acknowledges that GEOGRAPHIC SOLUTIONS claims and reserves all rights and benefits afforded under federal copyright law in the PROGRAM. Any distribution, copying, or modification of such materials not expressly authorized by this Agreement is strictly prohibited.

SUBSCRIBER may not use, copy, modify, or distribute the PROGRAM (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by GEOGRAPHIC SOLUTIONS. SUBSCRIBER may not reverse assemble, reverse compile, or otherwise translate the PROGRAM. SUBSCRIBER's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the SUBSCRIPTION in its entirety to (1) a successor in interest of SUBSCRIBER's entire business who assumes the obligations of this Agreement or (2) any other party who is

reasonably acceptable to GEOGRAPHIC SOLUTIONS, and who enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs.

## **7. SUPPORT AND MAINTENANCE.**

During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM. These services shall consist of:

**7.1 TELEPHONE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority telephone support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance in use of the PROGRAM.

**7.2 FAX SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority fax support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance in use of the PROGRAM.

**7.3 E-MAIL SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority E-mail support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance in use of the PROGRAM.

**7.4 ONLINE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority online support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

**7.5 ERROR CORRECTION.** GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct verifiable and reproducible ERRORS when reported to GEOGRAPHIC SOLUTIONS in accordance with its STANDARD REPORTING PROCEDURES. The ERROR CORRECTION, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the ERROR CORRECTION.

**7.6 NEW RELEASES.** GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, for current SUBSCRIBERS.

GEOGRAPHIC SOLUTIONS will take action on any support issue raised by SUBSCRIBER within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by SUBSCRIBER will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, it may take longer.

The following matters are not covered by this agreement:

1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;
2. Any problem caused by modifications of any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

3. Any problem resulting from programming software other than the PROGRAM;
4. Any problem caused by, or issues associated with, third-party software utilities, operating systems and database software that may be utilized by a PROGRAM. This includes but is not limited to MapObjectsLT®, ASPEmail, polarspellchecker, Corda PopChart, Corda Highwire Enterprise, Microsoft® Internet Information Server and Microsoft® SQL Server;
5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS.

## **11. SUBSCRIBERS RESPONSIBILITIES.**

**11.1 COOPERATION OF SUBSCRIBER.** SUBSCRIBER agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, SUBSCRIBER agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

**11.2 QUALIFIED PRIMARY CONTACT.** SUBSCRIBER agrees to designate one experienced, trained user as a QUALIFIED PRIMARY CONTACT for all technical support communications with GEOGRAPHIC SOLUTIONS. All updates and shipments will be sent to the QUALIFIED PRIMARY CONTACT for distribution. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS Software Administrator Training Certification. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM.

## **12. Description of System Features**

The Virtual OneStop® System provides the following functionality in a turn-key solution:

### **a. Job Seeker and Employer Portals**

The Virtual OneStop® Job Seeker Module offers Web-based, self-service access that will provide the improved assistance to job seekers (both technical and non-technical) that OEWD is requesting. Individuals can easily register, create an online resume, match job orders, and search suitable job openings. Job search services are provided in an intuitive manner. Virtual OneStop® includes user-friendly online assessments to identify suitable occupations based on skills, interests and work values; identify an individual's skill gaps; and locate training programs and locations to bridge those gaps.

Virtual OneStop's® Employer Module provides the improved assistance to employers that OEWD is requesting. Virtual OneStop® delivers a truly demand-driven system that gives employers easy access to a large pool of qualified job seekers. Employers have Web-based self-service access to enter job orders, review job seekers' online resumes, and match job orders with job seekers who meet minimum qualifications. Virtual OneStop® provides advanced recruiting tools for employers and staff, including the ability for employers to rank job candidates by a series of specific, unique criteria established by the employer as well as a mass communication component to facilitate direct correspondence by One-Stop staff with employers statewide.

Employers can also utilize Virtual OneStop<sup>®</sup> to research the labor market and analyze job market trends.

### **b. Mediated Job Matching**

In addition to the Labor Exchange for Individuals and Labor Exchange for Employers modules, the Virtual OneStop<sup>®</sup> Component Library contains a Staff Services module to provide highly effective, mediated job matching functionality. The Virtual OneStop<sup>®</sup> staff module empowers staff to effectively assist employers and job seekers, providing advanced matching tools to assist staff in providing demand-driven solutions to employers in OEWD.

### **c. State and Local Reports**

Virtual OneStop's<sup>®</sup> reporting components offer enhanced benefits to the State and local workforce areas. The new system shall provide thousands of ad hoc reporting options on every aspect of the system, including job orders, services, registered employers and individuals.

The Virtual OneStop<sup>®</sup> System provides all the functional requirements identified by OEWD including the following features:

- Virtual OneStop<sup>®</sup> accesses labor market data from the Workforce Information Database (formerly called ALMIS) such as the occupational projections and wage data collected by OEWD, as well as the Bureau of Labor Statistics' Occupational Outlook Handbook. The system also extracts real time labor market data from the job orders in the system. Virtual OneStop<sup>®</sup> includes advanced labor market analysis tools that enhance labor force and job market information available to state and local economic development officials.
- Virtual OneStop<sup>®</sup>'s Staff Services Module provides full staff access to job seeker and employer data in the system. Virtual OneStop<sup>®</sup> automatically records and tracks staff-assisted services to job seekers and employers in a manner consistent with federal reporting requirements.
- The Virtual OneStop<sup>®</sup> System has successfully provided self-service job matching, automated candidate search results, integrated labor market information, and other valuable resources to employers throughout the country for more than five years. The latest version incorporates several new automated recruiting tools that allow employers and staff to quickly and efficiently identify suitable, qualified candidates. These tools include a unique resume ranking mechanism that allows employers to prioritize job applicants for review.
- Virtual OneStop<sup>®</sup> uses the new O\*NET "Detailed Work Activities" to facilitate skills matching in the labor exchange context. Detailed Work Activities are statements of "hard" job skills derived from the O\*NET data collection process and based on concise, consistent, and clear descriptions of work performed that were specifically written for labor exchange applications such as Virtual OneStop<sup>®</sup>. Each statement is now linked to two or more O\*NET occupations, and each O\*NET occupation is linked to at least one statement.
- Virtual OneStop<sup>®</sup> uses advanced, open n-tier system structure Web based computing. The system is fully compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the architectural and transportation barriers compliance board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and with the State Accessibility guidelines

developed pursuant to HEA 1926, Acts of 2001. Virtual OneStop® complies with the World Wide Web Consortium (W3C) Accessibility Guideline standards for electronic and information technology.

#### **d. Job Spidering**

Geographic Solutions understands the City's goal for spidering to access a better level of job listings from existing job posting boards.

Virtual OneStop® has extensive job-spidering capabilities, and will include the ability to "spider" other national and local job banks and job-related websites. The San Francisco Virtual OneStop® System will use Virtual OneStop's® advanced VOSJobs "spidering" technology to load third party jobs, which will add thousands of external job openings that will be available in "real-time" and accessed easily by the end user. The Virtual OneStop® VOSJobs' spider technology is unique in its operation and intelligence. The system recognizes three classes of job data sources and parses these sites with separate techniques. These sources are:

1. **Fully Structured Sites** – These are sites similar to America's Labor Exchange that contain jobs that are classified by location at the county level and SOC or O\*NET code. The spider technology will parse the structures such as job titles, descriptions, occupational codes, etc.
2. **Partially Structured Sites** – These are large job boards that contain a geographic coding and a broad occupational classification. The spider technology will parse the structures along with job titles, descriptions, etc.
3. **Non-structured Sites** – These are sites such as corporate websites, community organization sites, hospital sites, local newspapers, and government sites that contain little or no occupational classification. In these sites, the job title and description are parsed and an O\*NET occupation code is assigned if possible.

VOSJobs is a targeted spider that extracts information such as job title, job description, occupation (if present), geographic location and salary (if present). Suitable job sites for spidering are located through manual research and automated location. VOSJobs spidering includes jobs extracted from:

- Job boards (national and local)
- Hospitals
- Military branch sites
- Federal, state and local government sites
- Recruiter sites
- Non-profits
- Employer/corporate websites

OEWD is contracting for level II spidering capability which will include Spidered Jobs in the selected area from Career Builder, Hot Jobs, America's Labor Exchange, Job Central, Fortune 500 corporations, and the California State's CalJobs website.

### **13. System Hosting Environment and Equipment**

The Virtual OneStop<sup>®</sup> software solution will provide full web based hosting of all applications to ensure 24x7x365 operation, daily backups, required record storage capacity, and web content management tools. OEWD retains the right to all data entered into the system by local staff.

**A. FULL WEB-BASED APPLICATION HOSTING**

Geographic Solutions will host OEWD’s Virtual OneStop<sup>®</sup> System at secure technical facilities located in Palm Harbor, Florida. Geographic Solutions will host the site as an Application Service Provider, providing Internet access.

The system can be accessed by three major groups of users:

- Job Seekers
- Employers
- Staff

A firewall will be included in the level of security and controls on external traffic. The SFWD Virtual OneStop<sup>®</sup> System can support thousands of concurrent users, logged on simultaneously to the System, who may be entering participant or employer data, searching for jobs, creating reports, and/or using any other of the system’s labor exchange and case management functions.

The Virtual OneStop<sup>®</sup> system is a completely Web-based system. Using the latest n-tier Internet technology, the system requires only that client workstations have an Internet/Intranet connection and a web browser such as Netscape Navigator, Microsoft Internet Explorer, or other popular web browser. All of the job seeker and employer self-service features, as well as all of the staff-assisted features and case management functions, will be available through the Internet. No special equipment or software will be required to access and use the application.

**b. Hosting Equipment**

The Geographic Solutions facility is engineered to provide high speed hosting service for Virtual OneStop<sup>®</sup> Systems using special Dell EMC2 high speed Clustered Data Servers with external disk arrays. These systems use fiber optics communications between multi-channel disk controllers for maximum speed and efficiency. High performance is also ensured by the use of high speed web servers that use network load balancing, which serves to balance incoming IP traffic among multi-node clusters. This equipment will provide response times of less than one second at the server.

**c. Service Level**

Service	Level
System Availability	System will be available to users on a 24/7/365 basis. Occasional downtime for hardware and software maintenance will be scheduled after normal business hours. The customer will be notified in advance of any downtime that may be scheduled. Geographic Solutions will provide a minimum of 99.9% availability of servers for transactions exclusive of scheduled maintenance*.

Maximum Number of Users	The hosting level will support a concurrent user load for the customer of up to 10,000 simultaneous users and up to 25,000 unique users a day.
Available Disk Space	75 Gigabytes of disk space will be available for this project.
System Recovery	Upon critical hardware failure web site will be back in production within 120 minutes*.
Technical Support	<p>Technical support will be provided on a 24/7/365 basis for Level 1 incidents. Level 1 incidents are issues that prevent user access to the web site and will be responded to immediately. For all other issues technical support will be provided from 8:00 a.m. to 5:30 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled holidays. Response times for incidents other than Level 1 will depend on the clients priority and the complexity of the issue.</p> <p>Geographic Solutions will take action on any support issue raised by the customer within forty-eight (48) hours. This period does not include weekends and holidays. A response will normally occur in significantly less than forty-eight (48) hours.</p> <p>The customer will be able to report incidents via phone, fax, email or via the Intranet. A Level 1 issue must be reported via telephone to insure immediate response.</p>
System Monitoring	All hosting equipment is monitored by technical staff for problems on a 24/7/365 basis. Software is actively monitored for error generation from 8:00 a.m. to 5:30 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled holidays.

**\*This does not include any failure or deficiency of web site availability caused by or associated by circumstances beyond Geographic Solutions' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, DNS issues outside the direct control of Geographic Solutions , issues with FTP, POP, IMAP, or SMTP customer access, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this Service Level Agreement.**

#### **d. System Backup and Recovery**

Geographic Solutions schedules backups for off-peak times to reduce the impact on internal and external users. Backups typically occur overnight, with full backups performed early Sunday



mornings. Backup data is stored in a secure location that is far removed from the host premises. Additionally, Geographic Solutions maintains a full Disaster Recovery Plan.

#### **14. Implementation and Training Support**

Geographic solutions will provide 1.5 days worth of “train the trainer” system training for up to 20 students at a location in San Francisco. In addition, Geographic Solutions will provide a half-day session of training for System Administration staff on system management and administration. In addition, Geographic Solutions will provide a complete set of printed user manuals and access to digital copies.

#### **15. Changes and Updates**

Geographic Solutions and OEWD will work to create an application home page designed to OEWD’s specifications. The interior pages will be customized with OEWD’s colors and logo. The implementation process includes determining what content will be added not only to the home page but also to internal pages. Geographic Solutions will provide access to an On Line Project Communication (OPC) website for OEWD to log changes/incidents which go directly to the Contractor’s development team. The site provides tracking of all activity form the Contractor’s staff as a resolution progresses. The Virtual OneStop® will provide OEWD staff with the ability to make some changes on their own.

If there are any ambiguities or conflicts in the terms set forth in Appendix A, the City contract governs.



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT

Dept. Code: ECN

Type of Request:  Initial  Modification of an existing PSC (PSC # 3048-10/11)

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

Type of Service: Client and job order database program subscription w/ web interface

Funding Source: GF and Workforce Investment Act

PSC Original Approved Amount: \$49,900 PSC Original Approved Duration: 02/07/11 - 03/01/12 (1 year 3 weeks)

PSC Mod#1 Amount: \$135,000 PSC Mod#1 Duration: 02/22/12-06/30/13 (1 year 17 weeks)

PSC Mod#2 Amount: \$92,400 PSC Mod#2 Duration: 07/01/13-08/30/14 (1 year 8 weeks)

PSC Mod#3 Amount: \$462,000 PSC Mod#3 Duration: 09/01/14-06/30/17 (2 years 43 weeks)

PSC Mod#4 Amount: \$369,650 PSC Mod#4 Duration: 07/01/17-06/30/19 (2 years)

PSC Mod#5 Amount: \$350,000 PSC Mod#5 Duration: 07/01/19-06/30/21 (2 years 1 day)

PSC Mod#6 Amount: \$299,000 PSC Mod#6 Duration: no duration added

PSC Cumulative Amount Proposed: \$1,757,950 PSC Cumulative Duration Proposed: 10 years 20 weeks

**1. Description of Work**

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

Purchase of subscription to database program with web interface to administer non-construction First Source (FS) Hiring program and facilitate hiring of candidates case managed by the City's network of One-Stop Career Centers. The program will allow case managers to efficiently screen, match, and refer appropriate candidates to job openings using a proprietary skill matching feature. It will facilitate the sharing of open positions to ensure workers are placed quickly, allow businesses to more effectively comply with the City's First Source Hiring requirements and allow tracking of compliance of non-construction contractors bound by First Source (Municipal Code Chapter 83).

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

If there is a lack of coordination and tracking, the participants of the City's workforce system are not receiving the advantage of competing for early-posted open entry level positions. Federal law penalizes states that fail to meet their assigned quotas for moving individuals from welfare to work by imposing monetary sanctions that will be passed on to the counties. (Please see additional document)

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

Yes

D. Will the contract(s) be renewed?

Unknown at this time

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

There is no additional time being requested through this modification.

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

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

This work is anticipated to be short term (under 10 years) and requires specific skills not possessed currently by any City departments.

B. Reason for the request for modification:

Adding funds to continue development and integration, and to cover license costs in FY20-21

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

A. Specify required skills and/or expertise: Extensive experience developing and implementing systems of a similar nature in the California Workforce community. Program must have well developed reporting tools to be able to report on activities at all levels – job development, placement, employer tracking, and potential employee matches. Program must also be able to “spider” through other job boards to pull in postings from other sources (Monster, Career Builder, etc) to maintain a robust database of opportunities at all times.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The department does not have any employees with the expertise to develop the needed resource. The City's Department of Technology Services (DTIS) was approached about performing the work & the department was told there were not resources to develop the tool & that the project was outside the scope of that department's work. This project is highly specialized & would best be performed by an organization that has extensive experience with similar projects as noted in 3 A above.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Development of a new like service would be temporary in nature. The organization the department would like to contract with already has a tool developed that is being successfully used in several CA counties, including San Francisco. [See attached PSC for additional language]

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Contractor will train OEWD staff (2 – 9774; 1 -0922) on updates

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Term extension with current contractor; Launchpad

7. **Union Notification:** On 06/16/20, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;

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

Name: Marissa Bloom Phone: 415-701-4887 Email: marissa.bloom@sfgov.org

Address: 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3048-10/11

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/24/2020

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENTDept. Code: ECNType of Request:  Initial  Modification of an existing PSC (PSC # 3048-10/11)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Client and job order database program subscription w/ web interfaceFunding Source: GF and Workforce Investment ActPSC Original Approved Amount: \$49,900PSC Original Approved Duration: 02/07/11 - 03/01/12  
(1 year 3 weeks).PSC Mod#1 Amount: \$135,000PSC Mod#1 Duration: 02/22/12-06/30/13 (1 year 17 weeks).PSC Mod#2 Amount: \$92,400PSC Mod#2 Duration: 07/01/13-08/30/14 (1 year 8 weeks).PSC Mod#3 Amount: \$462,000PSC Mod#3 Duration: 09/01/14-06/30/17 (2 years 43 weeks).PSC Mod#4 Amount: \$369,650PSC Mod#4 Duration: 07/01/17-06/30/19 (2 years).PSC Mod#5 Amount: \$350,000PSC Mod#5 Duration: 07/01/19-06/30/21 (2 years 1 day).PSC Cumulative Amount Proposed: \$1,458,950PSC Cumulative Duration Proposed: 10 years 20 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Purchase of subscription to database program with web interface to administer non-construction First Source (FS) Hiring program and facilitate hiring of candidates case managed by the City's network of One-Stop Career Centers. The program will allow case managers to efficiently screen, match, and refer appropriate candidates to job openings using a proprietary skill matching feature. It will facilitate the sharing of open positions to ensure workers are placed quickly, allow businesses to more effectively comply with the City's First Source Hiring requirements and allow tracking of compliance of non-construction contractors bound by First Source (Municipal Code Chapter 83).

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

If there is a lack of coordination and tracking, the participants of the City's workforce system are not receiving the advantage of competing for early-posted open entry level positions. Federal law penalizes states that fail to meet their assigned quotas for moving individuals from welfare to work by imposing monetary sanctions that will be passed on to the counties. (Please see additional document)

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

Yes

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

Unknown at this time

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**

This increased authorization is being requested as a final stop-gap solution to maintain this critically needed technology in contract years 2019-2020 and 2020-2021. While the Department anticipated a transition of this work to the Department of Technology (DTIS), negotiations took longer than anticipated and it was ultimately determined that the Office of Economic and Workforce Development is best suited to continue the contracting relationship to avoid a lengthy interruption in services.

**2. Reason(s) for the Request****A. Display all that apply**

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

This work is anticipated to be short term (under 10 years) and requires specific skills not possessed currently by any City departments.

**B. Reason for the request for modification:**

Extend term and add funds

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

A. Specify required skills and/or expertise: Extensive experience developing and implementing systems of a similar nature in the California Workforce community. Program must have well developed reporting tools to be able to report on activities at all levels – job development, placement, employer tracking, and potential employee matches. Program must also be able to “spider” through other job boards to pull in postings from other sources (Monster, Career Builder, etc) to maintain a robust database of opportunities at all times.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The department does not have any employees with the expertise to develop the needed resource. The City's Department of Technology Services (DTIS) was approached about performing the work & the department was told there were not resources to develop the tool & that the project was outside the scope of that department's work. This project is highly specialized & would best be performed by an organization that has extensive experience with similar projects as noted in 3 A above.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Development of a new like service would be temporary in nature. The organization the department would like to contract with already has a tool developed that is being successfully used in several CA counties, including San Francisco. [See attached PSC for additional language]

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Contractor will train OEWD staff (2 – 9774; 1 -0922) on updates

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Term extension with current contractor; Launchpad

**7. Union Notification:** On 10/29/19, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;

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

Name: Marissa Bloom Phone: 415-701-4887 Email: marissa.bloom@sfgov.org

Address: 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3048-10/11

DHR Analysis/Recommendation:

12/02/2019

Commission Approval Required conditions

Approved by Civil Service Commission with

12/02/2019 DHR Approved for 12/02/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT

Dept. Code: FIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 46858 - 17/18)

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

Type of Service: Firefighting Personal Protective Equip Repairs and Alterations

Funding Source: General Fund

PSC Original Approved Amount: \$750,000 PSC Original Approved Duration: 12/01/17 - 11/30/20 (3 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 12/01/20-06/30/22 (1 year 30 weeks)

PSC Mod#2 Amount: \$500,000 PSC Mod#2 Duration: 07/01/22-06/30/25 (3 years 1 day)

PSC Cumulative Amount Proposed: \$1,250,000 PSC Cumulative Duration Proposed: 7 years 30 weeks

**1. Description of Work**

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

Repair, maintenance, and specialized cleaning of the Personal Protection Equipment (PPE) worn by Fire Department personnel. Repairs and alterations must be done in conformance with National Fire Protection Agency (NFPA) standards to ensure Department compliance. This contract also contains provisions for limited training and repair of Fire Station Wash Extractors on an as-needed basis.

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

Members of the San Francisco Fire Department wear PPEs to protect them from a variety of hazardous situations and materials. It is a health and safety issue that this equipment be maintained and repaired per the manufacturer's specifications. When it is too hazardous for SFFD members to clean their PPEs, then they are sent to a vendor who will remove the particulates and biological agents so that members are not exposed to cancerous and potentially life threatening substances. This contract would cover repairs to the PPE to allow for safe use.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
46858-17/18

D. Will the contract(s) be renewed?

Yes, the Department hopes to have these services on contract on an indefinite basis to address the industry's emphasis on cancer-prevention for fire suppression personnel.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
This duration is to match the contract that we are planning to execute.

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

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

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

Explain the qualifying circumstances:

The services of cleaning, repairing and altering Personal Protective Equipment of fire personnel are both on a cyclical and peaks in workload-bases. These services are mandated under NFPA 1851. There are no Civil Service classifications that perform this highly-specialized, certified expertise. Moreover, the City does not have the equipment to perform such services.

B. Reason for the request for modification:

Need to add additional funding and additional time.

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

- A. Specify required skills and/or expertise: Contractor must be a third party verified Independent Service Provider (ISP), certified to perform advance inspection, cleaning and repair processes per current requirements under NFPA #1851: Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. All work completed by vendor will be on vendor premises using equipment provided by the vendor. The Department does not have this capacity nor the equipment required.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
A vendor/individual who cleans the Department's PPE must be certified to NFPA 1851. Currently, there are no City classifications that perform these services, nor have the required NFPA 1851 certification.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, it would not. This is a very specialized service, and it is only applicable to one Department in the City (Fire). It would not be practical to create a new Civil Service classification specifically for it.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No training is included in this PSC.
- C. Are there legal mandates requiring the use of contractual services?  
These services are required by NFPA 1851.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.



No.

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

This is to exercise the last option on a current contract

**7. Union Notification:** On 05/04/22, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

Address: Mark Corso, Finance and Planning Division, 698 2nd Street, San Francisco, CA 94107

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46858 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Koestenbaum, Elissa (FIR)

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**From:** DHR-PSCCoordinator, DHR (HRD)  
**Sent:** Wednesday, May 4, 2022 10:58 AM  
**To:** Koestenbaum, Elissa (FIR)  
**Subject:** FW: Receipt of Modification Request to PSC # 46858 - 17/18 - MODIFICATIONS

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of elaine.walters@sfgov.org  
Sent: Wednesday, May 4, 2022 10:45 AM  
To: Walters, Elaine (FIR) <elaine.walters@sfgov.org>; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo <rmarengo@twusf.org>; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM) <rachel.emanuel@sfgov.org>; laborers261@gmail.com; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA) <Julie.Meyers@sfgov.org>; seichenberger@local39.org; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC) <kbasconcillo@sfgwater.org>; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez <ramonliuna261@gmail.com>; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA) <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; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Corso, Mark <mark.corso@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>  
Subject: Receipt of Modification Request to PSC # 46858 - 17/18 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The FIRE DEPARTMENT -- FIR has submitted a modification request for a Personal Services Contract (PSC) for \$500,000 for services for the period July 1, 2022 – June 30, 2025. 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/17256>

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)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT

Dept. Code: FIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 46858 - 17/18)

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

Type of Service: Firefighting Personal Protective Equip Repairs and Alterations

Funding Source: General Fund

PSC Original Approved Amount: \$750,000 PSC Original Approved Duration: 12/01/17 - 11/30/20 (3 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 12/01/20-06/30/22 (1 year 30 weeks)

PSC Cumulative Amount Proposed: \$750,000 PSC Cumulative Duration Proposed: 4 years 30 weeks

**1. Description of Work**

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

Repair, maintenance, and specialized cleaning of the Personal Protection Equipment (PPE) worn by Fire Department personnel. Repairs and alterations must be done in conformance with National Fire Protection Agency (NFPA) standards to ensure Department compliance. This contract also contains provisions for limited training and repair of Fire Station Wash Extractors on an as-needed basis.

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

Members of the San Francisco Fire Department wear PPEs to protect them from a variety of hazardous situations and materials. It is a health and safety issue that this equipment be maintained and repaired per the manufacturer's specifications. When it is too hazardous for SFFD members to clean their PPEs, then they are sent to a vendor who will remove the particulates and biological agents so that members are not exposed to cancerous and potentially life threatening substances. This contract would cover repairs to the PPE to allow for safe use.

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

These services were not provided in the past before this original PSC approval.

D. Will the contract(s) be renewed?

Yes, the Department hopes to have these services on contract on an indefinite basis to address the industry's emphasis on cancer-prevention for fire suppression personnel.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

N/A

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

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

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

Explain the qualifying circumstances:

The services of cleaning, repairing and altering Personal Protective Equipment of fire personnel are both on a cyclical and peaks in workload-bases. These services are mandated under NFPA 1851. There are no Civil Service classifications that perform this highly-specialized, certified expertise. Moreover, the City does not have the equipment to perform such services.

B. Reason for the request for modification:

The Fire Department is respectfully requesting an increase to the performance period for this PSC approval. The Department is looking to extend its contract for these services, and due to COVID delays and staffing issues, it failed to submit a modification to extend. The Department is not requesting to increase the amount, just to extend the time period so as to let the Office of Contract Administration extend the current contract to its last option year.

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

- A. Specify required skills and/or expertise: Contractor must be a third party verified Independent Service Provider (ISP), certified to perform advance inspection, cleaning and repair processes per current requirements under NFPA #1851: Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. All work completed by vendor will be on vendor premises using equipment provided by the vendor. The Department does not have this capacity nor the equipment required.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
A vendor/individual who cleans the Department's PPE must be certified to NFPA 1851. Currently, there are no City classifications that perform these services, nor have the required NFPA 1851 certification.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, it would not. This is a very specialized service, and it is only applicable to one Department in the City (Fire). It would not be practical to create a new Civil Service classification specifically for it.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No training
- C. Are there legal mandates requiring the use of contractual services?  
These services are required by NFPA 1851.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No

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

This is to exercise the last option on a current contract

7. **Union Notification:** On 08/26/21, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

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

Name: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

Address: Mark Corso, Finance and Planning Division, 698 2nd Street, San Francisco, CA 94107

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46858 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/08/2021



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT -- FIR

Dept. Code: FIR

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

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

Type of Service: Firefighting Personal Protective Equip Repairs and Alterations

Funding Source: General Fund

PSC Amount: \$750,000

PSC Est. Start Date: 12/01/2017

PSC Est. End Date  
11/30/2020

**1. Description of Work**

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

Repair, maintenance, and specialized cleaning of the Personal Protection Equipment (PPE) worn by Fire Department personnel. Repairs and alterations must be done in conformance with National Fire Protection Agency (NFPA) standards to ensure Department compliance. This contract also contains provisions for limited training and repair of Fire Station Wash Extractors on an as-needed basis.

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

Members of the San Francisco Fire Department wear PPEs to protect them from a variety of hazardous situations and materials. It is a health and safety issue that this equipment be maintained and repaired per the manufacturer's specifications. When it is too hazardous for SFFD members to clean their PPEs, then they are sent to a vendor who will remove the particulates and biological agents so that members are not exposed to cancerous and potentially life threatening substances. This contract would cover repairs to the PPE to allow for safe use.

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

In the past, SFFD procured these services as needed. However, given an increased emphasis on cancer-prevention and a revised PPE cleaning policy for the Department, a term contract is the appropriate mechanism.

D. Will the contract(s) be renewed?

Yes, the Department hopes to have these services on contract on an indefinite basis to address the industry's emphasis on cancer-prevention for fire suppression personnel.

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

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

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

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or

mandate.

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

B. Explain the qualifying circumstances:

The services of cleaning, repairing and altering Personal Protective Equipment of fire personnel are both on a cyclical and peaks in workload-bases. These services are mandated under NFPA 1851. There are no Civil Service classifications that perform this highly-specialized, certified expertise. Moreover, the City does not have the equipment to perform such services.

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

A. Specify required skills and/or expertise: Contractor must be a third party verified Independent Service Provider (ISP), certified to perform advance inspection, cleaning and repair processes per current requirements under NFPA #1851: Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. All work completed by vendor will be on vendor premises using equipment provided by the vendor. The Department does not have this capacity nor the equipment required.

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

There are no Civil Service classifications that perform this work, nor possess NFPA 1851 certification to perform these services as required.

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

A. Explain why civil service classes are not applicable.

A vendor/individual who cleans the Department's PPE must be certified to NFPA 1851. Currently, there are no City classifications that perform these services, nor have the required NFPA 1851 certification.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not. This is a very specialized service, and it is only applicable to one Department in the City (Fire). It would not be practical to create a new Civil Service classification specifically for it.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. No training will be provided to Department personnel, as this is a specialized service requiring NFPA 1851 certification.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. These services are required by NFPA 1851.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 10/13/2017, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Mark Corso Phone: 558-3417 Email: mark.corso@sfgov.org

Address: Mark Corso, Finance and Planning Division, 698 2nd Street San Francisco, CA 94107

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46858 - 17/18

DHR Analysis/Recommendation:

action date: 03/05/2018

Commission Approval Required

Approved by Civil Service Commission

03/05/2018 DHR Approved for 03/05/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN RESOURCES

Dept. Code: HRD

Type of Request:  Initial  Modification of an existing PSC (PSC # 30801 - 18/19)

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

Type of Service: Workers' Compensation Ombudsperson / Advocate

Funding Source: General Fund

PSC Original Approved Amount: \$99,000 PSC Original Approved Duration: 04/01/19 - 07/01/22 (3 years 13 weeks)

PSC Mod#1 Amount: \$100,001 PSC Mod#1 Duration: 07/01/22-06/30/25 (3 years)

PSC Cumulative Amount Proposed: \$199,001 PSC Cumulative Duration Proposed: 6 years 13 weeks

**1. Description of Work**

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

The Department of Human Resources, Workers' Compensation Division, in partnership with the San Francisco Police Officers Association (SFPOA) and San Francisco Firefighters Association, Local 798 (Local 798), will implement an Alternative Dispute Resolution program (ADR) on 7/1/2019. The Agreement is intended to improve labor-management relations between the City and SFPOA/SFFA, and to provide an alternative dispute resolution process to the California state statutory system for claims by current and former (including retired) represented City employees in both bargaining units who have experienced or may experience an industrial illness or injury (Covered Employees).

The Agreements were approved between the City, SFPOA, and Local 798, on December 17, 2018. The authorizing resolutions on files 190051 (Local 798) and 190052 (SFPOA) were approved by the Board of Supervisors on 2/26/2019, and the Mayor on 3/8/2019.

The Agreements authorize the Joint Labor Management Committee, a body of SFPOA/Local 798 and Management representatives, to appoint an Ombudsperson to support employee interests in the ADR program. The Ombudsperson and his/her roles are defined in the resolutions as follows:

There shall be an Ombudsperson who shall provide aid and counsel for all Applicants. The Ombudsperson shall be an individual with significant expertise and experience in the field of California workers' compensation. The City will notify the Ombudsperson of all claims subject to this Agreement and will provide all records to the Ombudsperson electronically via secure email. The City will continue to provide all records to the Ombudsperson via secure email through the resolution of the claim or the end of the ADR Program. Communications between the Ombudsperson and the Applicant, or the Ombudsperson and the City, are inadmissible in any proceeding. The duties of the Ombudsperson include:

\*Making a good faith effort to contact an Applicant in a timely manner, typically within one (1) business and in no event later than two (2) business days of notification;

\*Receiving all documents filed with the ADR Program and assigning case numbers to each claim filed, as well as keeping an electronic claims file containing all documents related to the claim.

\*Exercising independent discretion in fulfilling the responsibilities required under this Agreement on a case-by-case basis, and maintaining the confidentiality of communications from the Applicant or City; however, with approval from the Applicant or City, respectively, the Ombudsperson may disclose information or communications in order to further

the Ombudsperson's duties and responsibilities under this Agreement;

\*Seeking to resolve workers' compensation disputes between the Applicant and the City;

\*Negotiating settlements between the Applicant and the City where appropriate, considering the interests of the City and the Applicant in doing so;

\*Providing information to the DHR Workers' Compensation Director in the Ombudsperson's judgement and discretion for the purposes of enhancing communication consistent with this Agreement and resolving individual claims;

\*Making recommendations to the Joint Committee to ensure that the ADR Program functions consistent with the terms of this Agreement;

\*Being proactive and seeking to identify potential disputes, where possible, to ensure that all Applicants receive the compensation to which they are legally entitled.

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

The Ombudsperson is a critical support role to covered employees in the ADR program for the operation of the ADR program, and is a negotiated requirement in the approved Agreement and Board/Mayor-approved Resolutions. The Ombudsperson will help injured employees understand their benefits, hasten decisions and resolutions of common claim problems, and provide a moderating, independent voice in helping both parties work toward resolution on more complex issues. If the PSC is denied, the ADR program cannot be implemented in its current form. This would have wide-ranging impacts, such as slower resolutions to workers' compensation claims which negatively impacts employees; and increased costs arising from litigation and delays in the State statutory system for resolving disputes; among other reasons. In addition, it would be contrary to the legal resolutions approved by the San Francisco Board of Supervisors and the Mayor.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
30801-18/19

D. Will the contract(s) be renewed?

The authorizing Resolution allows the program to operate for three years. If the Board and Mayor authorize an extension to the program, the contract may or may not be renewed, dependent upon any approved changes to the program and the requirement to appoint and maintain an ombudsperson.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The PSC extension request aligns with the continuation of the Workers' Compensation Alternative Dispute Resolution Program which will be continued on an ongoing basis by agreement of the Joint Labor Management Committee. The PSC extension provides authority for critical services necessary to operate the program.

## 2. Reason(s) for the Request

A. Display all that apply

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

To maintain neutrality and independence, and to distance his/herself from the undue influence of the employee/employer relationship, it would be inappropriate for a City employee to serve as an ombudsperson in the ADR. To eliminate real or perceived conflicts of interest which may engender mistrust and void the anticipated benefits of the ADR program, an independent third-party is required.

- B. Reason for the request for modification:  
To add money and duration

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

- A. Specify required skills and/or expertise: To perform services as an ombudsperson for the ADR program, an individual must have significant expertise and experience in the field of California workers' compensation; a strong understanding of dispute resolution processes, methodologies and theories; s/he must have significant, demonstrable experience in mediating disputes while maintaining independence and neutrality; and must possess the knowledge, skills and experience to produce reports, correspondence, memorandums, policy and procedures, and other documents.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No, the contractor will not provide facilities to the City or any equipment, other than those required for the execution of his/her duties.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
To maintain neutrality and independence, and to distance his/herself from the undue influence of the employee/employer relationship, it would be inappropriate for a City employee to serve as an ombudsperson in the ADR. The approved resolutions specifically authorize the Joint Labor Management Committee, a body of SFPOA/SFFA and Management representatives, to appoint a mutually agreeable ombudsperson who can fulfill the necessary responsibilities and presumptions of neutrality in the role.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The services required are of a limited, discrete nature that would not justify the effort to establish a new civil service class for a single individual.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
The contractor will provide intermittent training to City employees on the ADR program and procedures, as well as best practices to resolve disputes.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 04/25/22, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Ian Hart Phone: 415-557-4912 Email: Ian.Hart@sfgov.org

Address: 1 South Van Ness Ave, 4th Floor, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30801 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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



## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of Ian.Hart@sfgov.org  
**Sent:** Monday, April 25, 2022 7:15 AM  
**To:** Hart, Ian (HRD); kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Choi, Suzanne (HRD); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 30801 - 18/19 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The HUMAN RESOURCES -- HRD has submitted a modification request for a Personal Services Contract (PSC) for \$100,001 for services for the period July 1, 2022 – June 30, 2025. 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/18250>

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)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN RESOURCES -- HRD

Dept. Code: HRD

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

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

Type of Service: Workers' Compensation Ombudsperson / Advocate

Funding Source: General Fund

PSC Amount: \$99,000

PSC Est. Start Date: 04/01/2019

PSC Est. End Date  
07/01/2022

**1. Description of Work**

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

The Department of Human Resources, Workers' Compensation Division, in partnership with the San Francisco Police Officers Association (SFPOA) and San Francisco Firefighters Association, Local 798 (Local 798), will implement an Alternative Dispute Resolution program (ADR) on 7/1/2019. The Agreement is intended to improve labor-management relations between the City and SFPOA/SFFA, and to provide an alternative dispute resolution process to the California state statutory system for claims by current and former (including retired) represented City employees in both bargaining units who have experienced or may experience an industrial illness or injury (Covered Employees).

The Agreements were approved between the City, SFPOA, and Local 798, on December 17, 2018. The authorizing resolutions on files 190051 (Local 798) and 190052 (SFPOA) were approved by the Board of Supervisors on 2/26/2019, and the Mayor on 3/8/2019.

The Agreements authorize the Joint Labor Management Committee, a body of SFPOA/Local 798 and Management representatives, to appoint an Ombudsperson to support employee interests in the ADR program. The Ombudsperson and his/her roles are defined in the resolutions as follows:

There shall be an Ombudsperson who shall provide aid and counsel for all Applicants. The Ombudsperson shall be an individual with significant expertise and experience in the field of California workers' compensation. The City will notify the Ombudsperson of all claims subject to this Agreement and will provide all records to the Ombudsperson electronically via secure email. The City will continue to provide all records to the Ombudsperson via secure email through the resolution of the claim or the end of the ADR Program. Communications between the Ombudsperson and the Applicant, or the Ombudsperson and the City, are inadmissible in any proceeding. The duties of the Ombudsperson include:

\*Making a good faith effort to contact an Applicant in a timely manner, typically within one (1)

business and in no event later than two (2) business days of notification;

\*Receiving all documents filed with the ADR Program and assigning case numbers to each claim filed, as well as keeping an electronic claims file containing all documents related to the claim.

\*Exercising independent discretion in fulfilling the responsibilities required under this Agreement on a case-by-case basis, and maintaining the confidentiality of communications from the Applicant or City; however, with approval from the Applicant or City, respectively, the Ombudsperson may disclose information or communications in order to further the Ombudsperson's duties and responsibilities under this Agreement;

\*Seeking to resolve workers' compensation disputes between the Applicant and the City;

\*Negotiating settlements between the Applicant and the City where appropriate, considering the interests of the City and the Applicant in doing so;

\*Providing information to the DHR Workers' Compensation Director in the Ombudsperson's judgement and discretion for the purposes of enhancing communication consistent with this Agreement and resolving individual claims;

\*Making recommendations to the Joint Committee to ensure that the ADR Program functions consistent with the terms of this Agreement;

\*Being proactive and seeking to identify potential disputes, where possible, to ensure that all Applicants receive the compensation to which they are legally entitled.

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

The Ombudsperson is a critical support role to covered employees in the ADR program for the operation of the ADR program, and is a negotiated requirement in the approved Agreement and Board/Mayor-approved Resolutions. The Ombudsperson will help injured employees understand their benefits, hasten decisions and resolutions of common claim problems, and provide a moderating, independent voice in helping both parties work toward resolution on more complex issues. If the PSC is denied, the ADR program cannot be implemented in its current form. This would have wide-ranging impacts, such as slower resolutions to workers' compensation claims which negatively impacts employees; and increased costs arising from litigation and delays in the State statutory system for resolving disputes; among other reasons. In addition, it would be contrary to the legal resolutions approved by the San Francisco Board of Supervisors and the Mayor.

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

No, these services have not been provided previously. The ADR is a new initiative to be implemented on 7/1/2019.

D. Will the contract(s) be renewed?

The authorizing Resolution allows the program to operate for three years. If the Board and Mayor authorize an extension to the program, the contract may or may not be renewed, dependent upon any approved changes to the program and the requirement to appoint and maintain an ombudsperson.

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

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

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

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

- B. Explain the qualifying circumstances:

To maintain neutrality and independence, and to distance his/herself from the undue influence of the employee/employer relationship, it would be inappropriate for a City employee to serve as an ombudsperson in the ADR. To eliminate real or perceived conflicts of interest which may engender mistrust and void the anticipated benefits of the ADR program, an independent third-party is required.

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

- A. Specify required skills and/or expertise: To perform services as an ombudsperson for the ADR program, an individual must have significant expertise and experience in the field of California workers' compensation; a strong understanding of dispute resolution processes, methodologies and theories; s/he must have significant, demonstrable experience in mediating disputes while maintaining independence and neutrality; and must possess the knowledge, skills and experience to produce reports, correspondence, memorandums, policy and procedures, and other documents.

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

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No, the contractor will not provide facilities to the City or any equipment, other than those required for the execution of his/her duties.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.

To maintain neutrality and independence, and to distance his/herself from the undue influence of the employee/employer relationship, it would be inappropriate for a City employee to serve as an ombudsperson in the ADR. The approved resolutions specifically authorize the Joint Labor Management Committee, a body of SFPOA/SFFA and Management representatives, to appoint a mutually agreeable ombudsperson who can fulfill the necessary responsibilities and presumptions of neutrality in the role.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services required are of a limited, discrete nature that would not justify the effort to establish a new civil service class for a single individual.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. The contractor will provide intermittent training to City employees on the ADR program and procedures, as well as best practices to resolve disputes.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 03/29/2019, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Ian Hart Phone: 415-557-4912 Email: Ian.Hart@sfgov.org

Address: 1 South Van Ness Ave, 4th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30801 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/05/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN RESOURCES

Dept. Code: HRD

Type of Request:  Initial  Modification of an existing PSC (PSC # 36050 - 16/17)

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

Type of Service: Workers' Compensation "Carve-Out" Alternative Dispute Resolution Program Director/Mediator

Funding Source: General Fund

PSC Original Approved Amount: \$99,999 PSC Original Approved Duration: 06/01/17 - 06/30/19 (2 years 4 weeks)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 07/01/19-06/30/20 (1 year 1 day)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 07/01/20-06/30/21 (1 year)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 07/01/21-06/30/22 (1 year)

PSC Mod#4 Amount: \$100,001 PSC Mod#4 Duration: 07/01/22-06/30/25 (3 years 1 day)

PSC Cumulative Amount Proposed: \$200,000 PSC Cumulative Duration Proposed: 8 years 4 weeks

**1. Description of Work**

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

The City & County of San Francisco ('the City') is interested in entering into a personal services contract for a person to serve as a Workers' Compensation 'Carve-Out' Alternative Dispute Resolution (ADR) Program Director/Mediator pursuant to Labor Code section 3201.7 for public safety employees.

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

The City is permissibly self-insured. Public safety officer claims are adjusted in its in-house, self-administered workers' compensation program. The contractor will provide alternative dispute resolution procedures to those required by state workers' compensation laws, commonly referred to as a workers' compensation 'carve-out', and will perform mediations to resolve workers' compensation disputes between employees and the City. It is intended to improve labor-management relations between the Union, injured workers, and the City; expedite the resolution of disputes involved in the filing and administration of claims for work-related injuries and illnesses; speed delivery of care to injured and ill employees; facilitate more rapid return to duty of injured or ill employees; and address the respective concerns of both parties that exist under the dispute resolution processes required by the state system. Denial of these services would result in increased costs and liability to the City.

**C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**  
36050-16/17

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

Depending on the outcome of the Pilot Program, this program might be renewed.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**

The PSC extension request aligns with the continuation of the Workers' Compensation Alternative Dispute Resolution Program which will be continued on an ongoing basis by agreement of the Joint Labor Management Committee. The PSC extension provides authority for critical services necessary to operate the program.

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

**A. Display all that apply**

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

This is a short term pilot program. The Contractor needs a minimum of 5 years of specialized expertise with the development and oversight of California Workers' Compensation Carve-Out Agreements under Labor Code sections 3201.5 and/or 3201.7.

B. Reason for the request for modification:

To add more money and time

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

A. Specify required skills and/or expertise: Five years of experience with the development and oversight of California Workers' Compensation Carve-Out Agreements under Labor Code section 3201.7, and completion of formal training and/or certification in mediation/dispute resolution. Further, the person must be a neutral party who advises both the union and the City through participation in a joint labor-management committee, and must further be neutral when performing mediation services.

B. Which, if any, civil service class(es) normally perform(s) this work? 8177, Attorney (Civil/Criminal);

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: none.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The City has no city staff with the specialized experience in the implementation of a workers' compensation carve-out. In addition, the ADR Manager must be a third neutral party who can conduct mediations.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, this is a short term pilot program.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes, there will be ongoing training over the period of the contract.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification: On 04/25/22, the Department notified the following employee organizations of this PSC/RFP request:**

Municipal Attorney's Association;



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

Name: Ian Hart Phone: 415-557-4912 Email: Ian.Hart@sfgov.org

Address: 1 South Van Ness Ave, 4th Floor, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 36050 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Choi, Suzanne (HRD)

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**From:** Choi, Suzanne (HRD)  
**Sent:** Friday, April 29, 2022 8:16 AM  
**To:** 'nathanquigley@gmail.com'  
**Cc:** 'sfveloce@yahoo.com'; Brusaca, Christina  
**Subject:** Receipt of Modification Request to PSC # 36050 - 16/17 - MODIFICATIONS  
**Attachments:** PSC 36050 - 1617.pdf

PSC RECEIPT of Modification notification sent to Unions and DHR

The HUMAN RESOURCES -- HRD has submitted a modification request for a Personal Services Contract (PSC) for \$100,001 for services for the period July 1, 2022 – June 30, 2025. 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/10541>

Attached: PSC 36050-16/17

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)**

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN RESOURCESDept. Code: HRDType of Request:  Initial  Modification of an existing PSC (PSC # 36050 - 16/17)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Workers' Compensation "Carve-Out" Alternative Dispute Resolution Program Director/MediatorFunding Source: General FundPSC Original Approved Amount: \$99,999PSC Original Approved Duration: 06/01/17 - 06/30/19  
(2 years 4 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 07/01/19-06/30/20 (1 year 1 day)PSC Mod#2 Amount: no amount addedPSC Mod#2 Duration: 07/01/20-06/30/21 (1 year)PSC Mod#3 Amount: no amount addedPSC Mod#3 Duration: 07/01/21-06/30/22 (1 year)PSC Cumulative Amount Proposed: \$99,999PSC Cumulative Duration Proposed: 5 years 4 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The City & County of San Francisco ('the City') is interested in entering into a personal services contract for a person to serve as a Workers' Compensation 'Carve-Out' Alternative Dispute Resolution (ADR) Program Director/Mediator pursuant to Labor Code section 3201.7 for public safety employees.

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

The City is permissibly self-insured. Public safety officer claims are adjusted in its in-house, self-administered workers' compensation program. The contractor will provide alternative dispute resolution procedures to those required by state workers' compensation laws, commonly referred to as a workers' compensation 'carve-out', and will perform mediations to resolve workers' compensation disputes between employees and the City. It is intended to improve labor-management relations between the Union, injured workers, and the City; expedite the resolution of disputes involved in the filing and administration of claims for work-related injuries and illnesses; speed delivery of care to injured and ill employees; facilitate more rapid return to duty of injured or ill employees; and address the respective concerns of both parties that exist under the dispute resolution processes required by the state system. Denial of these services would result in increased costs and liability to the City.

**C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**  
36050-1617

D. Will the contract(s) be renewed?

Depending on the outcome of the Pilot Program, this program might be renewed.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

n/a

## 2. Reason(s) for the Request

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

This is a short term pilot program. The Contractor needs a minimum of 5 years of specialized expertise with the development and oversight of California Workers' Compensation Carve-Out Agreements under Labor Code sections 3201.5 and/or 3201.7.

B. Reason for the request for modification:

To add duration

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Five years of experience with the development and oversight of California Workers' Compensation Carve-Out Agreements under Labor Code section 3201.7, and completion of formal training and/or certification in mediation/dispute resolution. Further, the person must be a neutral party who advises both the union and the City through participation in a joint labor-management committee, and must further be neutral when performing mediation services.

B. Which, if any, civil service class(es) normally perform(s) this work? 8177, Attorney (Civil/Criminal);

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: none.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The City has no city staff with the specialized experience in the implementation of a workers' compensation carve-out. In addition, the ADR Manager must be a third neutral party who can conduct mediations.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, this is a short term pilot program.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes, there will be ongoing training over the period of the contract.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 11/07/19, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Attorney's Association;

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

Name: Ian Hart Phone: 415-557-4912 Email: Ian.Hart@sfgov.org

Address: 1 South Van Ness Ave, 4th Floor, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 36050 - 16/17

DHR Analysis/Recommendation:  
Commission Approval Not Required  
Approved by DHR on 11/22/2019

Civil Service Commission Action:

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES

Dept. Code: DSS

Type of Request:  Initial  Modification of an existing PSC (PSC # 34968 - 21/22)

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

Type of Service: 24-Hour Adult Protective Services/Child Abuse Hotline Answering Service

Funding Source: 75% County, 12% State, 13% Federal

PSC Original Approved Amount: \$99,000 PSC Original Approved Duration: 07/01/22 - 06/30/26 (4 years)

PSC Mod#1 Amount: \$21,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$120,000 PSC Cumulative Duration Proposed: 4 years

**1. Description of Work**

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

The purpose of this contract is to provide 24-hour back up and some direct coverage for the following two (2) hotlines:

- The Child Abuse Hotline, the phone number that the public uses to report suspected child maltreatment, and
- The Adult Protective Services Hotline, the phone number that the public uses to report suspected elder or dependent adult abuse, neglect, and/or exploitation.

Contractor will provide live weekday, weeknight, weekend, and holiday coverage for both the Adult Protective Services and FCS Hotlines, as needed. Contractor will ensure that information is accurately accepted from callers and subsequently transferred to designated APS/FCS staff.

The Contractor will provide as needed back-up coverage for both the APS and FCS reporting lines in the event of a local disaster, if HSA staff or functioning phone lines are not available to take reports.

Contractor will provide regular and individualized reports to APS and FCS programs to facilitate the ability of the program to track call volume.



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

Per state regulation, the Department of Aging and Adult Services Adult Protective Services Program is mandated to accept and respond to elder and dependent adult abuse reports on a 24-hour basis. Similarly, San Francisco’s Human Services Agency Division of Family and Children’s Services, is also required to maintain 24-hour reporting and response capability to child abuse reports. Through this contract, the Human Services Agency will continue to provide an efficient and reliable method for first responders, mandated reporters, and community members to make reports to APS and FCS during designated hours (please refer to Appendix A for more specific information). The consequences for denial will result in Department non-compliance with a State mandate. However, of primary import, would be the health and safety of seniors, disabled persons or children and the ability of the public to report suspected abuse, neglect, maltreatment, and/or exploitation of seniors, dependent adults, and/or children on a 24-hour basis. The primary concern of denial is missing calls. Some people may not leave reports of abuse or neglect on a voice mail and be discouraged from leaving a critical report. Having the coverage ensures that a live person can receive each call and take the reporting party's information, even when multiple calls come in simultaneously.

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

Yes

D. Will the contract(s) be renewed?

Most likely yes, if the Contractor performs at a satisfactory level. This is a State-mandated service requirement.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

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

A. Display all that apply

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

Explain the qualifying circumstances:

The State mandates acceptance and response to elder/dependent adult and child abuse reports on a 24-hour basis. The work is on-call in nature and typically addresses high stress or crisis situations where health and safety of older/dependent adults or children may be at risk.

B. Reason for the request for modification:

Additional funding to \$120,000

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

A. Specify required skills and/or expertise: 1. Answer, screen transfer, and route incoming calls in a timely and courteous manner in high-stress, potentially crisis situations daily, evenings, weekends and holidays, 24 hours per day. 2. Accurately collect information from callers in high-

stress, potentially crisis situations and transfer this information to Adult Protective Services or Child Protective Services on-call staff, so as to facilitate staff intervention as necessary and appropriate.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1706, Telephone Operator; 2940, Protective Services Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: These services are provided at the Contractor's place of business. Calls are received by the Contractor and pertinent information obtained is then transferred to Adult Protective Services or Child Protective Services on-call staff, so as to facilitate staff intervention as necessary and appropriate.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
1706 Telephone Operator and 2940 Protective Services Worker are class appropriate to provide these services. However, the work is on-call in nature and there would be no economy or efficiency derived from the time, effort and expense it would take to train a crew of 1706 Telephone Operators and 2940 Protective Services Workers to respond to reports of abuse or neglect daily, evenings, weekends and holidays, 24 hours per day. Currently, 2940 staff work on call to respond in person to abuse reports and to conduct actual investigations. However, when staff are involved with responses or when multiple calls are received simultaneously, the 2940 staff are not able to pick up each call in a consistent and timely manner.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The work is on-call in nature and there would be no economy or efficiency derived from the time, effort and expense it would take to train a crew of 1706 Telephone Operators and 2940 Protective Services Workers to respond to reports of abuse or neglect daily, evenings, weekends and holidays, 24 hours per day.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
The Contractor will not train City staff. Call and information gathering protocols will be developed and provided to the Contractor by Adult Protective Services and Family & Children's Services staff and/or management. The Contractor will train and orient its own staff incorporating these protocols into their process workflow.

- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 03/15/22, the Department notified the following employee organizations of this PSC/RFP request:

SEIU 1021 Miscellaneous;

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

Name: johanna.gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

Address: 1650 Mission Street, 5th Floor, San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 34968 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Gendelman, Johanna (HSA)

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**From:** dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org  
**Sent:** Tuesday, March 15, 2022 1:42 PM  
**To:** Gendelman, Johanna (HSA); Frigault, Noah (HRC); Meyers, Julie (HSA); thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Alvarez, Tara (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 34968 - 21/22 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The HUMAN SERVICES -- DSS has submitted a modification request for a Personal Services Contract (PSC) for \$21,000 for services for the period March 15, 2022

– June 30, 2026. 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/18129>

Email sent to the following addresses: jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: 24-Hour Adult Protective Services/Child Abuse Hotline Answering Service

Funding Source: 75% County, 12% State, 13% Federal

PSC Amount: \$99,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date  
06/30/2026

**1. Description of Work**

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

The purpose of this contract is to provide 24-hour back up and some direct coverage for the following two (2) hotlines:

- The Child Abuse Hotline, the phone number that the public uses to report suspected child maltreatment, and
- The Adult Protective Services Hotline, the phone number that the public uses to report suspected elder or dependent adult abuse, neglect, and/or exploitation.

Contractor will provide live weekday, weeknight, weekend, and holiday coverage for both the Adult Protective Services and FCS Hotlines, as needed. Contractor will ensure that information is accurately accepted from callers and subsequently transferred to designated APS/FCS staff.

The Contractor will provide as needed back-up coverage for both the APS and FCS reporting lines in the event of a local disaster, if HSA staff or functioning phone lines are not available to take reports.

Contractor will provide regular and individualized reports to APS and FCS programs to facilitate the ability of the program to track call volume.

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

Per state regulation, the Department of Aging and Adult Services Adult Protective Services Program is mandated to accept and respond to elder and dependent adult abuse reports on a 24-hour basis. Similarly, San Francisco's Human Services Agency Division of Family and Children's Services, is also required to maintain 24-hour reporting and response capability to child abuse reports. Through this

contract, the Human Services Agency will continue to provide an efficient and reliable method for first responders, mandated reporters, and community members to make reports to APS and FCS during designated hours (please refer to Appendix A for more specific information). The consequences for denial will result in Department non-compliance with a State mandate. However, of primary import, would be the health and safety of seniors, disabled persons or children and the ability of the public to report suspected abuse, neglect, maltreatment, and/or exploitation of seniors, dependent adults, and/or children on a 24-hour basis. The primary concern of denial is missing calls. Some people may not leave reports of abuse or neglect on a voice mail and be discouraged from leaving a critical report. Having the coverage ensures that a live person can receive each call and take the reporting party's information, even when multiple calls come in simultaneously.

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

The services were previously provided under contract authorized by PSC 38630 - 17/18

D. Will the contract(s) be renewed?

Most likely yes, if the Contractor performs at a satisfactory level. This is a State-mandated service requirement.

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

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

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

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

B. Explain the qualifying circumstances:

The State mandates acceptance and response to elder/dependent adult and child abuse reports on a 24-hour basis. The work is on-call in nature and typically addresses high stress or crisis situations where health and safety of older/dependent adults or children may be at risk.

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

A. Specify required skills and/or expertise: 1. Answer, screen transfer, and route incoming calls in a timely and courteous manner in high-stress, potentially crisis situations daily, evenings, weekends and holidays, 24 hours per day. 2. Accurately collect information from callers in high-stress, potentially crisis situations and transfer this information to Adult Protective Services or Child Protective Services on-call staff, so as to facilitate staff intervention as necessary and appropriate.

B. Which, if any, civil service class(es) normally perform(s) this work? 1706, Telephone Operator; 2940, Protective Services Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: These services are provided at the Contractor's place of business. Calls are received by the Contractor and pertinent information obtained is then transferred to Adult Protective



Services or Child Protective Services on-call staff, so as to facilitate staff intervention as necessary and appropriate.

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

Prior to contracting for these services, the Department employed Protective Services Workers to answer and screen all calls reporting alleged abuse or neglect and staff were rotated to ensure seamless services daily, evenings, weekends and holidays, 24 hours per day. Some calls were missed when staff could not respond to immediate calls in person. There was an extremely significant cost inefficiency in utilizing staff in this manner. Further, it took valuable staff resources offline who could be better deployed investigating claims of abuse and neglect rather than answering or screening calls. The Department has successfully contracted for these services at a relatively low cost freeing up Protective Services Workers to investigate claims of abuse or neglect and taking appropriate prescriptive action.

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

A. Explain why civil service classes are not applicable.

1706 Telephone Operator and 2940 Protective Services Worker are class appropriate to provide these services. However, the work is on-call in nature and there would be no economy or efficiency derived from the time, effort and expense it would take to train a crew of 1706 Telephone Operators and 2940 Protective Services Workers to respond to reports of abuse or neglect daily, evenings, weekends and holidays, 24 hours per day. Currently, 2940 staff work on call to respond in person to abuse reports and to conduct actual investigations. However, when staff are involved with responses or when multiple calls are received simultaneously, the 2940 staff are not able to pick up each call in a consistent and timely manner.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The work is on-call in nature and there would be no economy or efficiency derived from the time, effort and expense it would take to train a crew of 1706 Telephone Operators and 2940 Protective Services Workers to respond to reports of abuse or neglect daily, evenings, weekends and holidays, 24 hours per day.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No. The Contractor will not train City staff. Call and information gathering protocols will be developed and provided to the Contractor by Adult Protective Services and Family & Children's Services staff and/or management. The Contractor will train and orient its own staff incorporating these protocols into their process workflow.

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

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
Yes.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 01/26/2022, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous

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

Name: johanna.gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

Address: 1650 Mission Street, 5th Floor San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 34968 - 21/22

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/15/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES Dept. Code: DSS

Type of Request:  Initial  Modification of an existing PSC (PSC # 38630 - 17/18)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: 24-Hour Adult Protective Services/Child Abuse Hotline Answering Service

Funding Source: 75% County, 12% State, 13% Federal

PSC Original Approved Amount: \$55,000 PSC Original Approved Duration: 09/01/17 - 08/31/19 (1 year 52 we

PSC Mod#1 Amount: \$55,000 PSC Mod#1 Duration: 09/01/19-06/30/21 (1 year 43 weeks)

PSC Mod#2 Amount: \_\_\_\_\_ PSC Mod#2 Duration: \_\_\_\_\_

PSC Cumulative Amount Proposed: \$110,000 PSC Cumulative Duration Proposed: 3 years 43 weeks

**1. Description of Work**

A. Scope of Work:

The purpose of this contract is to provide 24-hour back up and some direct coverage for the following two (2) hotlines:

\* The Child Abuse Hotline, the phone number that the public uses to report suspected child maltreatment, and

\* The Adult Protective Services Hotline, the phone number that the public uses to report suspected elder or dependent adult abuse, neglect, and/or exploitation.

Contractor will provide live weekday, weeknight, weekend, and holiday coverage for both the Adult Protective Services and FCS Hotlines, as needed. Contractor will ensure that information is accurately accepted from callers  
B. Explain why this service is necessary and the consequence of denial:

Per state regulation, the Department of Aging and Adult Services Adult Protective Services Program is mandated to accept and respond to elder and dependent adult abuse reports on a 24-hour basis. Similarly, San Francisco's Human Services Agency Division of Family and Children's Services, is also required to maintain 24-hour reporting and response capability to child abuse reports. Through this contract, the Human Services Agency will continue to provide an efficient and reliable method for first responders, mandated reporters, and community members to make reports to APS and FCS during designated hours (please refer to Appendix A for more specific information).

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 38630 - 17/18

D. Will the contract(s) be renewed? Most likely yes, if the Contractor performs at a satisfactory level. This is a

**2. Union Notification:** On 06/21/19, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous;

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 38630 - 17/18

DHR Analysis/Recommendation:

09/16/2019

Commission Approval Required

Approved by Civil Service Commission  
Page 231

DHR Approved for 09/16/2019

09/16/2019

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

A. Specify required skills and/or expertise:

- 1. Answer, screen transfer, and route incoming calls in a timely and courteous manner in high-stress, potentially crisis situations daily, evenings, weekends and holidays, 24 hours per day.
- 2. Accurately collect information from callers in high-stress, potentially crisis situations and transfer this information to Adult Protective Services or Child Protective Services on-call staff, so as to facilitate staff intervention as necessary and appropriate.

B. Which, if any, civil service class(es) normally perform(s) this work?  
1706,2940,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
These services are provided at the Contractor's place of business. Calls are received by the Contractor and pertinent information obtained is then transferred to Adult Protective Services or Child Protective Services on-call staff, so as to facilitate staff intervention as necessary and appropriate.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

1706 Telephone Operator and 2940 Protective Services Worker are class appropriate to provide these services. However, the work is on-call in nature and there would be no economy or efficiency derived from the time, effort and expense it would take to train a crew of 1706 Telephone Operators and 2940 Protective Services Workers to respond to reports of abuse or neglect daily, evenings, weekends and holidays, 24 hours per day.

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

No. The work is on-call in nature and there would be no economy or efficiency derived from the time, effort and expense it would take to train a crew of 1706 Telephone Operators and 2940 Protective Services Workers to respond to reports of abuse or neglect daily, evenings, weekends and holidays, 24 hours per day.

**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?<br>The Contractor will not train City staff. Call and information gathering protocol               | <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? Above item unanimously approved 8/24/17       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? This is an extension of an existing contract | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 06/21/19 BY:

Name: John Tsutakawa Phone: 415-557-6299 Email: john.tsutakawa@sfgov.org  
Address: 1650 Mission St, Room 300 San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request:  Initial  Modification of an existing PSC (PSC # 48133 - 19/20)

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

Type of Service: Background Investigations

Funding Source: General Fund

PSC Original Approved Amount: \$62,500

PSC Original Approved Duration: 11/01/20 - 10/31/22 (1 year 52 weeks)

PSC Mod#1 Amount: \$125,000

PSC Mod#1 Duration: 11/01/22-10/31/26 (4 years 1 day)

PSC Cumulative Amount Proposed: \$187,500

PSC Cumulative Duration Proposed: 6 years

**1. Description of Work**

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

The contractor will provide background investigation services for civilian and command-level San Francisco Police Department (SFPD) employment applicant positions. The contractor's services will include, but not be limited to, interviewing applicants, investigating records from the criminal justice system, credit reporting agencies, and Department of Motor Vehicles, and contacting employers and references.

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

This service is necessary to support the hiring process for the Police Department. This service will also be used for special background investigations that would not be appropriate for internal staff to conduct, such as investigations of command staff positions.

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

Services have been provided in the past through earlier PSC request. See 48133 - 19/20

D. Will the contract(s) be renewed?

Unknown at this time.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

SFPD continues to require as-needed background investigations for this modification.

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

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

Contract is needed for anticipated very limited hiring of civilians. This contract would also be used for command level positions, such as Police Chief, that require third party independent background investigations to remove potential perceived bias by internal staff conducting background investigations.

B. Reason for the request for modification:

Add amount and continue contracting

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

A. Specify required skills and/or expertise: Contract staff must have private investigator licenses and extensive background investigations experience to conduct interviews and research and verify records.

B. Which, if any, civil service class(es) normally perform(s) this work? 1241, Personnel Analyst; Q002, Police Officer; Q050, Sergeant, (Police Department); Q060, Lieutenant (Police Department); 1241, Human Resources Analyst;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Although the 1251 classification is applicable, the need for this service is needed due to extremely limited anticipated hiring by SFPD.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Although the 1251 classification is applicable, the need for this service is needed due to extremely limited anticipated hiring by SFPD.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

Training is not needed.

- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Contract extension for current contractor

**7. Union Notification:** On 05/10/22, the Department notified the following employee organizations of this PSC/RFP request:  
SFPOA - Q2-Q50; Architect & Engineers, Local 21;

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

Name: Vincent Lee Phone: 4158377127 Email: vincent.lee@sfgov.org

Address: 1245 3rd Street, 6th Floor, San Francisco, CA 94158

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48133 - 19/20

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/06/2022

Civil Service Commission Action:

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [vincent.lee@sfgov.org](mailto:vincent.lee@sfgov.org)  
**To:** [@sfpoa.org](mailto:Lee,Vincent(POL);mlobre@sfpoa.org); [@sfpoa.org](mailto:@sfpoa.org); [tracym@sfpoa.org](mailto:tracym@sfpoa.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [DHR \(HRD\)](mailto:DHR-PSCCoordinator.DHR(HRD))  
**Subject:** Receipt of Modification Request to PSC # 48133 - 19/20 - MODIFICATIONS  
**Date:** Tuesday, May 10, 2022 12:34:37 PM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$125,000 for services for the period November 1, 2022 – October 31, 2026. 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/18420>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[pkim@ifpte21.org](mailto:pkim@ifpte21.org)  
[eerbach@ifpte21.org](mailto:eerbach@ifpte21.org) [kpage@ifpte21.org](mailto:kpage@ifpte21.org) [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org)  
[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org) [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com) [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com)  
[ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com) [tracym@sfpoa.org](mailto:tracym@sfpoa.org) [@sfpoa.org](mailto:@sfpoa.org) [mlobre@sfpoa.org](mailto:mlobre@sfpoa.org)

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POL

Dept. Code: POL

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

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

Type of Service: Background Investigations

Funding Source: General Fund

PSC Duration: 1 year 52 weeks

PSC Amount: \$62,500

**1. Description of Work**

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

The contractor will provide background investigation services for civilian and command-level San Francisco Police Department (SFPD) employment applicant positions. The contractor's services will include, but not be limited to, interviewing applicants, investigating records from the criminal justice system, credit reporting agencies, and Department of Motor Vehicles, and contacting employers and references.

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

This service is necessary to support the hiring process for the Police Department. This service will also be used for special background investigations that would not be appropriate for internal staff to conduct, such as investigations of command staff positions.

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

PSC 4030-10/11

D. Will the contract(s) be renewed?

Unknown at this time.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

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

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

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

B. Explain the qualifying circumstances:

Contract is needed for anticipated very limited hiring of civilians. This contract would also be used for command level positions, such as Police Chief, that require third party independent background investigations to remove potential perceived bias by internal staff conducting background investigations.

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

A. Specify required skills and/or expertise: Contract staff must have private investigator licenses and extensive background investigations experience to conduct interviews and research and verify records.

B. Which, if any, civil service class(es) normally perform(s) this work? 1241, Personnel Analyst; Q002, Police Officer; Q050, Sergeant, (Police Department); Q060, Lieutenant (Police Department); 1241, Human Resources Analyst;

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

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

None. This service is as-needed.

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

A. Explain why civil service classes are not applicable.

Although the 1251 classification is applicable, the need for this service is needed due to extremely limited anticipated hiring by SFPD.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Although the 1251 classification is applicable, the need for this service is needed due to extremely limited anticipated hiring by SFPD.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No. Training is not needed.

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

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 06/10/2020, the Department notified the following employee organizations of this PSC/RFP request:  
Bldg Mtl & Constr Teamsters, L 853

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

Name: Vincent Lee Phone: 4158377127 Email: vincent.lee@sfgov.org

Address: 1245 3rd Street, 6th Floor San Francisco, CA 94158

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48133 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/24/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 4127-09/10)

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

Type of Service: Podiatry Services

Funding Source: General Funds

PSC Original Approved Amount: \$265,000 PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$350,000 PSC Mod#2 Duration: 07/01/14-06/30/21 (6 years 2 days)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 07/01/21-12/31/22 (1 year 26 weeks)

PSC Mod#4 Amount: \$500,000 PSC Mod#4 Duration: 01/01/23-12/31/31 (9 years 2 days)

PSC Cumulative Amount Proposed: \$1,115,000 PSC Cumulative Duration Proposed: 21 years 26 weeks

**1. Description of Work**

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

Intermittent, as-needed podiatry services for residents of Laguna Honda Hospital, and for inmates of the City and County of San Francisco jail system. Contractor (s) will treat foot ailments associated with diabetes, calluses and acute/chronic foot infections and injuries. Services will be performed at the various Jail facilities and at Laguna Honda Hospital.

**Scope Change**

This modification will extend the PSC in order to cover the initial term of services that will be awarded as a result of the planned Requests for Proposals (RFPs).

Approval is requested for five years, since the need for these as-needed, intermittent services is expected to continue and the Department expects funding to continue to be available. Contractors providing services under this PSC provide services to unique populations, including the many Tom Waddell Health Clinic patients who are often homeless, inmates of the County jail who may need services within the jails on-site, and residents of Laguna Honda Hospital requiring as-needed podiatry services who often are disabled and/or elderly.

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

Title 15 section 1208 of the Board of Corrections requires the City to have a written plan for identifying, assessing, treating and/or referring any inmate who appears to be in need of medical treatment (which includes podiatry) at any time during his/her incarceration and performed by licensed health personnel. Denial of this request will negatively impact the ability of Jail Health Services to comply with Title 15. In addition, the residents of Laguna Honda hospital would be adversely impacted if they can no longer receive podiatry care.

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

Services have been provided in the past through earlier PSC request. See 4127-09/10

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

Yes

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
The services are low volume and represent less than one FTE of provider services. In order to main quality, uninterrupted services to a very unique population a long term approval is requested.

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

A. Display all that apply

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

Intermittent, low volume, as-needed podiatry services for patients and clients of the Department.  
Contractor (s) will treat foot ailments associated with diabetes, calluses and acute/chronic foot infections and injuries. Services will be performed at the various Department locations.

B. Reason for the request for modification:

This modification is to extend the term of the request and to add additional funds to accommodate a renewal contract which will result from a new RFP for services. The RFP which will be conducted in calendar year 2022 will be open to all qualified and responsible providers.

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

- A. Specify required skills and/or expertise: A licensed Doctor of podiatric medicine, knowledge of and the ability to perform the latest in podiatric procedures. The proven ability to work with diverse populations including residents of a long term care faculty & for the contractor that provides services at the jail provider must have experience in a jail based setting & can obtain the necessary security clearances. In addition, services at Laguna Honda Hospital must be performed by a licensed school of podiatric medicine, in order to support the teaching.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2232, Senior Physician Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide the services using their own equipment.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
The services are performed on an intermittent and as-needed basis. The volume of services at both locations is less than one Full Time Equivalent (FTE) position.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. due to the low volume of service it is not practical to adopt a new civil service class.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
The selected contractor will not provide training.
- C. Are there legal mandates requiring the use of contractual services?

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

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

No.

7. **Union Notification:** On 04/20/22, the Department notified the following employee organizations of this PSC/RFP request:  
Physicians and Dentists - 8CC;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove St. Rm. 410, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4127-09/10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022



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

**Longhitano, Robert (DPH)**

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**From:** dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org  
**Sent:** Wednesday, April 20, 2022 8:18 PM  
**To:** Hiramoto, Kelly (DPH); tjenkins@uapd.com; jduritz@uapd.com; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 4127-09/10 - 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 \$500,000 for services for the period January 1, 2023

– December 31, 2031. 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/1545>

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

# **Additional Attachment(s)**

- LII > State Regulations > California Code of Regulations
- > Title 15 - Crime Prevention and Corrections
- > Division 1 - Board of State and Community Corrections
- > Chapter 1 - Board of State and Community Corrections
- > Subchapter 4 - Minimum Standards for Local Detention Facilities
- > Article 11 - Medical/Mental Health Services
- > **Cal. Code Regs. Tit. 15, § 1208 - Access to Treatment**

## Cal. Code Regs. Tit. 15, § 1208 - Access to Treatment

State Regulations      Compare

Current through Register 2021 Notice Reg. No. 52, December 24, 2021

The health authority, in cooperation with the facility administrator, shall develop a written plan for identifying and/or referring any inmate who appears to be in need of medical, mental health or developmental disability treatment at any time during his/her incarceration subsequent to the receiving screening. The written plan shall also include the assessment and treatment of such inmates as described in Section 1207, Medical Receiving Screening. Assessment and treatment shall be performed by either licensed health personnel or by persons operating under the authority and/or direction of licensed health personnel.

### Notes

Cal. Code Regs. Tit. 15, § 1208

Note: Authority cited: Sections 6024 and 6030, Penal Code. Reference: Section 6030, Penal Code.

1. Editorial correction of NOTE filed 9-30-82 (Register 82, No. 40).
2. Change without regulatory effect repealing former section 1208 and adding new section 1208 (Register 86, No. 32).
3. Amendment filed 8-4-94; operative 9-5-94 (Register 94, No. 31).

4. Amendment of section and Note filed 8-20-2012; operative 9-19-2012  
(Register 2012, No. 34).

 **State Regulations Toolbox**

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## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 4127-09/10)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Podiatry ServicesFunding Source: General FundsPSC Original Approved Amount: \$265,000PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$350,000PSC Mod#2 Duration: 07/01/14-06/30/21 (6 years 2 days)PSC Mod#3 Amount: no amount addedPSC Mod#3 Duration: 07/01/21-12/31/22 (1 year 26 weeks)PSC Cumulative Amount Proposed: \$615,000PSC Cumulative Duration Proposed: 12 years 26 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Intermittent, as-needed podiatry services for residents of Laguna Honda Hospital, and for inmates of the City and County of San Francisco jail system. Contractor (s) will treat foot ailments associated with diabetes, calluses and acute/chronic foot infections and injuries. Services will be performed at the various Jail facilities and at Laguna Honda Hospital.

**Scope Change**

This modification will extend the PSC in order to cover the initial term of services that will be awarded as a result of the planned Requests for Proposals (RFPs).

Approval is requested for five years, since the need for these as-needed, intermittent services is expected to continue and the Department expects funding to continue to be available. Contractors providing services under this PSC provide services to unique populations, including the many Tom Waddell Health Clinic patients who are often homeless, inmates of the County jail who may need services within the jails on-site, and residents of Laguna Honda Hospital requiring as-needed podiatry services who often are disabled and/or elderly.

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

Title 15 section 1208 of the Board of Corrections requires the City to have a written plan for identifying, assessing, treating and/or referring any inmate who appears to be in need of medical treatment (which includes podiatry) at any time during his/her incarceration and performed by

licensed health personnel. Denial of this request will negatively impact the ability of Jail Health Services to comply with Title 15. In addition, the residents of Laguna Honda hospital would be adversely impacted if they can no longer receive podiatry care.

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

Services have been provided in the past through earlier PSC request. See 4127-09/10

D. Will the contract(s) be renewed?

Yes

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The Department is exercising contract options which were listed in the RFP. The contract will be extended for an additional five years of service. Due to the low volume nature of the services, the PSC amount shall remain unchanged at the present time.

## 2. Reason(s) for the Request

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

Intermittent, low volume, as-needed podiatry services for patients and clients of the Department. Contractor (s) will treat foot ailments associated with diabetes, calluses and acute/chronic foot infections and injuries. Services will be performed at the various Department locations.

B. Reason for the request for modification:

No cost mod to extend the term of the contract.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: A licensed Doctor of podiatric medicine, knowledge of and the ability to perform the latest in podiatric procedures. The proven ability to work with diverse populations including residents of a long term care facility & for the contractor that provides services at the jail provider must have experience in a jail based setting & can obtain the necessary security clearances. In addition, services at Laguna Honda Hospital must be performed by a licensed school of podiatric medicine, in order to support the teaching.

B. Which, if any, civil service class(es) normally perform(s) this work? 2232, Senior Physician Specialist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide the services using their own equipment.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The services are performed on an intermittent and as-needed basis. The volume of services at both locations is less than one Full Time Equivalent (FTE) position.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. due to the low volume of service it is not practical to adopt a new civil service class.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.

There is no training compent to this request.

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

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

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

CAROLYN K HARVEY DPM, UCSF, and/or Samuel Merritt University

**7. Union Notification:** On 02/26/18, the Department notified the following employee organizations of this PSC/RFP request:

Physicians and Dentists - 8CC;

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

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

Address: 101 Grove St. Rm. 410, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4127-09/10



DHR Analysis/Recommendation:  
Commission Approval Not Required  
Approved by DHR on 03/13/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4127-09/10)

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

Type of Service: Podiatry Services

Funding Source: General Funds

PSC Original Approved Amount: \$265,000 PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: no duration added
PSC Mod#2 Amount: \$350,000 PSC Mod#2 Duration: 07/01/14-06/30/21 (6 years 2 days)
PSC Cumulative Amount Proposed: \$615,000 PSC Cumulative Duration Proposed: 11 years 2 days

1. Description of Work

A. Scope of Work:

Intermittent, as-needed podiatry services for residents of Laguna Honda Hospital, and for inmates of the City and County of San Francisco jail system. Contractor (s) will treat foot ailments associated with diabetes, calluses and acute/chronic foot infections and injuries. Services will be performed at the various Jail facilities and at Laguna Honda Hospital. Scope Change: This modification will extend the PSC in order to cover the initial term of services that will be awarded as a result of the planned Requests for Proposals (RFPs).

Approval is requested for five years, since the need for these as-needed, intermittent services is expected to continue and the Department expects funding to continue to be available. Contractors providing services under this PSC provide services to unique populations, including the many Tom Waddell Health Clinic patients who are often homeless, inmates of the County jail who may need services within the jails on-site, and residents of Laguna

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

Title 15 section 1208 of the Board of Corrections requires the City to have a written plan for identifying, assessing, treating and/or referring any inmate who appears to be in need of medical treatment (which includes podiatry) at any time during his/her incarceration and performed by licensed health personnel. Denial of this request will negatively impact the ability of Jail Health Services to comply with Title 15. In addition, the residents of Laguna Honda hospital would be adversely impacted if they can no longer receive podiatry care.

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

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

2. Union Notification: On 03/10/14, the Department notified the following employee organizations of this PSC/RFP request: Physicians and Dentists - 8CC;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4127-09/10

DHR Analysis/Recommendation:

05/05/2014

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 05/05/2014

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

A. Specify required skills and/or expertise:

A licensed Doctor of podiatric medicine, knowledge of and the ability to perform the latest in podiatric procedures. The proven ability to work with diverse populations including residents of a long term care facility & for the contractor that provides services at the jail provider must have experience in a jail based setting & can obtain the necessary security clearances. In addition, services at Laguna Honda Hospital must be performed by a licensed school of podiatric medicine, in order to support the teaching.

B. Which, if any, civil service class(es) normally perform(s) this work?  
2232,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
The contractor will provide the services using their own equipment.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

The services are performed on an intermittent and as-needed basis. The volume of services at both locations is less than one Full Time Equivalent (FTE) position.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No. due to the low volume of service it is not practical to adopt a new civil service class.

**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  
CAROLYN K HARVEY DPM, UCSF, and/or Samuel Merritt University

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 03/10/14 BY:

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

Address: 101 Grove St. Rm. 410 San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 40494 - 15/16)

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

Type of Service: As-needed Specialized Financial Consulting Services in the areas of, Federal and State Program

Funding Source: General Fund

PSC Original Approved Amount: \$8,000,000 PSC Original Approved Duration: 05/01/16 - 12/31/20 (4 years 35 weeks)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$3,500,000 PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 04/20/18-12/31/22 (2 years)

PSC Mod#4 Amount: \$8,000,000 PSC Mod#4 Duration: 07/01/22-12/31/27 (5 years 1 day)

PSC Cumulative Amount Proposed: \$19,500,000 PSC Cumulative Duration Proposed: 11 years 35 weeks

**1. Description of Work**

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

For the provision of as-needed consulting services in the subject areas of the Federally Qualified Health Center (FQHC) program, the Health Resources and Services Administration (HRSA) grant program, managed care Knox-Keene licensing approval, the 1115 waiver process for alternative Medi-Cal billing and related processes, and other managed care/Affordable Care Act/financial topics, including bond and capital projects, consulting, maintenance, support, and customizations of financial systems currently in use by the Department.

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

These services are necessary because over the next several years, the Department will need to respond quickly to various regulatory agencies that oversee finance and licensing of Departmental programs. Also, as the Department moves forward with a new Electronic Health Record (EHR) platform, it will need to continue to support the various legacy applications currently in use in order to continue already-adjudicated claims and provide required reports. These systems currently process over \$500 million of revenue annually and will need to be maintained so that the Department does not lose revenue opportunities. Denial of this request will potentially place millions of dollars of revenue for the Department at risk, and will subject the Department to fines and penalties if an instance of non-compliance is found by a regulatory agency.

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

Services have been provided in the past through earlier PSC request. See 40494 - 15/16

D. Will the contract(s) be renewed?

If there is a continued need.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

These services are highly specialized healthcare related financial analytical services. The projects that this PSC will support are one-time projects in response to a specific and highly specialized. need. Department finance staff will need the assistance of specialist in the field to complete these onetime projects.

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

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

The work is project-specific and limited in term.

B. Reason for the request for modification:

This modification is to extend the term of the PSC and to account for several projects which may require additional specialized services such as the implementation and rollout of CalAIM, re-application / certification of skilled nursing facilities, conversion of legacy Behavioral Health Financial systems, and support of the Mental Health SF initiative.

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

- A. Specify required skills and/or expertise: Demonstrated knowledge and proven track record in financial analysis and modeling methods; managed care financial best practices; hospital-based, primary care, and community behavioral health reimbursement and revenue strategies; acute care and hospital emergency department/trauma center budgeting and operations; knowledge of proprietary legacy applications such as INVISION (San Francisco General Hospital), AVATAR (for Behavioral Health Services), NFAMIS (and its future replacement).
- B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1825, Prnpl Admin Analyst II; 0941, Manager VI; 0942, Manager VII; 0943, Manager VIII;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil Service classes are not applicable because projects are limited-term and highly specialized, often requiring access by vendor staff for proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at this time. Each area of work is project-specific and limited in time. Further, as the Department transitions to a new EHR, existing and future staff will be needed to work on new applications. While legacy applications will experience a decline in use, they will need to be maintained to continue to bill under claims adjudicated using their proprietary software, as well as to create reports required by regulators and in response to audits.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
The contractor(s) will work with City staff to complete the project, which will provide opportunities for knowledge transfer.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 05/02/22, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40494 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Receipt of Modification Request to PSC # 40494 - 15/16 - MODIFICATIONS

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

Mon 5/2/2022 1:05 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;pkim@ifpte21.org <pkim@ifpte21.org>;L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>;Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>;Criss@sfmea.com <Criss@sfmea.com>;camaguey@sfmea.com (contact) <camaguey@sfmea.com>;Christina@sfmea.com <Christina@sfmea.com>;staff@sfmea.com <staff@sfmea.com>;arlene.lee@sfdph.org <arlene.lee@sfdph.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@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 \$8,000,000 for services for the period July 1, 2022

– December 31, 2027. 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/8542>

Email sent to the following addresses: staff@sfmea.com Christina@sfmea.com Camaguey@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com



# **Additional Attachment(s)**

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 40494 - 15/16)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-needed Specialized Financial Consulting Services in the areas of, Federal and State ProgramFunding Source: General FundPSC Original Approved Amount: \$8,000,000PSC Original Approved Duration: 05/01/16 - 12/31/20 (4 years 35 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$3,500,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: no amount addedPSC Mod#3 Duration: 04/20/18-12/31/22 (2 years)PSC Cumulative Amount Proposed: \$11,500,000PSC Cumulative Duration Proposed: 6 years 35 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

For the provision of as-needed consulting services in the subject areas of the Federally Qualified Health Center (FQHC) program, the Health Resources and Services Administration (HRSA) grant program, managed care Knox-Keene licensing approval, the 1115 waiver process for alternative Medical billing and related processes, and other managed care/Affordable Care Act/financial topics, including bond and capital projects, consulting, maintenance, support, and customizations of financial systems currently in use by the Department.

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

These services are necessary because over the next several years, the Department will need to respond quickly to various regulatory agencies that oversee finance and licensing of Departmental programs. Also, as the Department moves forward with a new Electronic Health Record (EHR) platform, it will need to continue to support the various legacy applications currently in use in order to continue already-adjudicated claims and provide required reports. These systems currently process over \$500 million of revenue annually and will need to be maintained so that the Department does not lose revenue opportunities. Denial of this request will potentially place millions of dollars of revenue for the Department at risk, and will subject the Department to fines and penalties if an instance of non-compliance is found by a regulatory agency.

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

Services have been provided in the past through earlier PSC request. See 40494 - 15/16

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

If there is a continued need.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

## 2. Reason(s) for the Request

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

The work is project-specific and limited in term.

B. Reason for the request for modification:

This is a no cost modification to extend the duration of the PSC.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Demonstrated knowledge and proven track record in financial analysis and modeling methods; managed care financial best practices; hospital-based, primary care, and community behavioral health reimbursement and revenue strategies; acute care and hospital emergency department/trauma center budgeting and operations; knowledge of proprietary legacy applications such as INVISION (San Francisco General Hospital), AVATAR (for Behavioral Health Services), NFAMIS (and its future replacement).

B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1825, Prnpl Admin Analyst II; 0941, Manager VI; 0942, Manager VII; 0943, Manager VIII;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil Service classes are not applicable because projects are limited-term and highly specialized, often requiring access by vendor staff for proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at this time. Each area of work is project-specific and limited in time. Further, as the Department transitions to a new EHR, existing and future staff will be needed to work on new applications. While legacy applications will experience a decline in use, they will need to be maintained to continue to bill under claims adjudicated using their proprietary software, as well as to create reports required by regulators and in response to audits.

## 6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

The contractor(s) will work with City staff to complete the project, which will provide opportunities for knowledge transfer.

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

No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

**7. Union Notification:** On 04/20/18, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40494 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 05/01/2018

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 40494 - 15/16)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-needed Specialized Financial Consulting Services in the areas of, Federal and State ProgramFunding Source: General FundPSC Original Approved Amount: \$8,000,000PSC Original Approved Duration: 05/01/16 - 12/31/20 (4 years 35 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$3,500,000PSC Mod#2 Duration: no duration addedPSC Cumulative Amount Proposed: \$11,500,000PSC Cumulative Duration Proposed: 4 years 35 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

For the provision of as-needed consulting services in the subject areas of the Federally Qualified Health Center (FQHC) program, the Health Resources and Services Administration (HRSA) grant program, managed care Knox-Keene licensing approval, the 1115 waiver process for alternative Medical billing and related processes, and other managed care/Affordable Care Act/financial topics, including bond and capital projects, consulting, maintenance, support, and customizations of financial systems currently in use by the Department.

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

These services are necessary because over the next several years, the Department will need to respond quickly to various regulatory agencies that oversee finance and licensing of Departmental programs. Also, as the Department moves forward with a new Electronic Health Record (EHR) platform, it will need to continue to support the various legacy applications currently in use in order to continue already-adjudicated claims and provide required reports. These systems currently process over \$500 million of revenue annually and will need to be maintained so that the Department does not lose revenue opportunities. Denial of this request will potentially place millions of dollars of revenue for the Department at risk, and will subject the Department to fines and penalties if an instance of non-compliance is found by a regulatory agency.

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

Services have been provided in the past through earlier PSC request. See 40494 - 15/16

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

If there is a continued need.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

## 2. Reason(s) for the Request

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

The work is project-specific and limited in term.

B. Reason for the request for modification:

This Modification is to include additional specialized financial consulting services, such as EHR Revenue Cycle Readiness, Conversion Planning, Planning and Implementation services.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Demonstrated knowledge and proven track record in financial analysis and modeling methods; managed care financial best practices; hospital-based, primary care, and community behavioral health reimbursement and revenue strategies; acute care and hospital emergency department/trauma center budgeting and operations; knowledge of proprietary legacy applications such as INVISION (San Francisco General Hospital), AVATAR (for Behavioral Health Services), NFAMIS (and its future replacement).

B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1825, Prnpl Admin Analyst II; 0941, Manager VI; 0942, Manager VII; 0943, Manager VIII;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil Service classes are not applicable because projects are limited-term and highly specialized, often requiring access by vendor staff for proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at this time. Each area of work is project-specific and limited in time. Further, as the Department transitions to a new EHR, existing and future staff will be needed to work on new applications. While legacy applications will experience a decline in use, they will need to be maintained to continue to bill under claims adjudicated using their proprietary software, as well as to create reports required by regulators and in response to audits.

## 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
The contractor(s) will work with City staff to complete the project, which will provide opportunities for knowledge transfer.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 09/01/17, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40494 - 15/16

DHR Analysis/Recommendation:  
Commission Approval Not Required  
Approved by DHR on 09/11/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: As-needed Specialized Financial Consulting Services in the areas of, Federal and State Program

Funding Source: General Fund

PSC Duration: 4 years 35 weeks

PSC Amount: \$8,000,000

**1. Description of Work**

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

For the provision of as-needed consulting services in the subject areas of the Federally Qualified Health Center (FQHC) program, the Health Resources and Services Administration (HRSA) grant program, managed care Knox-Keene licensing approval, the 1115 waiver process for alternative Medi-Cal billing and related processes, and other managed care/Affordable Care Act/financial topics, including bond and capital projects, consulting, maintenance, support, and customizations of financial systems currently in use by the Department.

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

These services are necessary because over the next several years, the Department will need to respond quickly to various regulatory agencies that oversee finance and licensing of Departmental programs. Also, as the Department moves forward with a new Electronic Health Record (EHR) platform, it will need to continue to support the various legacy applications currently in use in order to continue already-adjudicated claims and provide required reports. These systems currently process over \$500 million of revenue annually and will need to be maintained so that the Department does not lose revenue opportunities. Denial of this request will potentially place millions of dollars of revenue for the Department at risk, and will subject the Department to fines and penalties if an instance of non-compliance is found by a regulatory agency.

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

These are new services.

D. Will the contract(s) be renewed?

If there is a continued need.

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

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

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

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.



- B. Explain the qualifying circumstances:  
The work is project-specific and limited in term.

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

- A. Specify required skills and/or expertise: Demonstrated knowledge and proven track record in financial analysis and modeling methods; managed care financial best practices; hospital-based, primary care, and community behavioral health reimbursement and revenue strategies; acute care and hospital emergency department/trauma center budgeting and operations; knowledge of proprietary legacy applications such as INVISION (San Francisco General Hospital), AVATAR (for Behavioral Health Services), NFAMIS (and its future replacement).
- B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1825, Prnpl Admin Analyst II; 0941, Manager VI; 0942, Manager VII; 0943, Manager VIII;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Individual projects are expected to be for limited periods, with highly specialized skills, experience, and some cases, access to proprietary software.

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

- A. Explain why civil service classes are not applicable.  
Civil Service classes are not applicable because projects are limited-term and highly specialized, often requiring access by vendor staff for proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Not at this time. Each area of work is project-specific and limited in time. Further, as the Department transitions to a new EHR, existing and future staff will be needed to work on new applications. While legacy applications will experience a decline in use, they will need to be maintained to continue to bill under claims adjudicated using their proprietary software, as well as to create reports required by regulators and in response to audits.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. The contractor(s) will work with City staff to complete the project, which will provide opportunities for knowledge transfer.
- C. Are there legal mandates requiring the use of contractual services?  
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 02/08/2016, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Professional & Tech Engrs, Local 21

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40494 - 15/16

DHR Analysis/Recommendation:

action date: 04/04/2016

Commission Approval Required

Approved by Civil Service Commission

04/04/2016 DHR Approved for 04/04/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 45316 - 21/22)

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

Type of Service: Recruitment for Executive and Senior Management

Funding Source: General Fund

PSC Original Approved Amount: \$99,000 PSC Original Approved Duration: 04/01/22 - 09/30/23 (1 year 26 weeks)

PSC Mod#1 Amount: \$99,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$198,000 PSC Cumulative Duration Proposed: 1 year 26 weeks

**1. Description of Work**

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

The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.

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

The services are necessary in order to augment the Department's internal efforts to fill executive level and senior management positions at the Department of Public Health as expeditiously as possible. These organizational efforts require these permanent positions in order to make these organizational changes successful. Denial will negatively impact both the long-term and day-to-day operations of the Department and the quality of care it is capable of providing.

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

Services have been provided in the past through earlier PSC request. See 45316 - 21/22

D. Will the contract(s) be renewed?

If there is a continued need.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

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

A. Display all that apply

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

Explain the qualifying circumstances:

The positions must be filled as soon as possible in order to maintain continuity and avoid disruption in critical services. Services are as-needed and short-term, as they will be necessary only until an acceptable candidate is found. An executive search firm with particular experience in the healthcare field and public and/or governmental employers is needed to help Department Human Resources staff find the best candidate for these unique positions.

B. Reason for the request for modification:

To add additional capacity in the approval to account for other possible specialized clinically focused positions that need to be recruited for that may arise during the course of the approval.

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

- A. Specify required skills and/or expertise: The ability to perform the needed services at the highest professional level within a very limited time frame; expertise in the placement of executive level and senior management positions in healthcare professions at major public and/or governmental and academic medical centers; access to quality resources/contact and related databases in the healthcare field.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1246, Principal Personnel Analyst; 1250, Recruiter; 1246, Principal Human Resources Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
The wide range of resources and access to qualified candidates that an executive search firm has are not readily available to Department Human Resource staff.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, these services are used on an as-needed and intermittent basis and will augment current Civil Service efforts.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification: On 05/03/22, the Department notified the following employee organizations of this PSC/RFP request:**

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45316 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Receipt of Modification Request to PSC # 45316 - 21/22 - MODIFICATIONS

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

Tue 5/3/2022 11:07 AM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;pkim@ifpte21.org <pkim@ifpte21.org>;amakayan@ifpte21.org <amakayan@ifpte21.org>;L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>;Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@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 \$99,000 for services for the period May 16, 2022

–  
September 30, 2023. 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/18408>

Email sent to the following addresses: L21PSCReview@ifpte21.org  
amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org  
tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com  
junko.laxamana@sfgov.org

# **Additional Attachment(s)**



## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Recruitment for Executive and Senior ManagementFunding Source: General FundPSC Duration: 1 year 26 weeksPSC Amount: \$99,000**1. Description of Work**

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

The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.

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

The services are necessary in order to augment the Department's internal efforts to fill executive level and senior management positions at the Department of Public Health as expeditiously as possible. These organizational efforts require these permanent positions in order to make these organizational changes successful. Denial will negatively impact both the long-term and day-to-day operations of the Department and the quality of care it is capable of providing.

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

Services have been provided in the past through earlier PSC request. See 35131 - 15/16.

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

If there is a continued need.

## E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

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

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

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

## B. Explain the qualifying circumstances:

The positions must be filled as soon as possible in order to maintain continuity and avoid disruption in critical services. Services are as-needed and short-term, as they will be necessary only until an acceptable candidate is found. An executive search firm with particular experience in the healthcare field and public and/or governmental employers is needed to help Department Human Resources staff find the best candidate for these unique positions.

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

A. Specify required skills and/or expertise: The ability to perform the needed services at the highest professional level within a very limited time frame; expertise in the placement of executive level and senior management positions in healthcare professions at major public and/or governmental and academic medical centers; access to quality resources/contact and related databases in the healthcare field.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1246, Principal Personnel Analyst; 1250, Recruiter; 1246, Principal Human Resources Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Department recruiters still continue to recruit for the vast majority of open positions and will have the opportunity to gain knowledge of specific recruitment techniques employed by specialized healthcare recruiters. Once a candidate has been identified and selected Department Human Resource staff will handle all onboarding duties.

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

- A. Explain why civil service classes are not applicable.  
The wide range of resources and access to qualified candidates that an executive search firm has are not readily available to Department Human Resource staff.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, these services are used on an as-needed and intermittent basis and will augment current Civil Service efforts.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 03/10/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45316 - 21/22

DHR Analysis/Recommendation:

Commission Approval Not Required  
Approved by DHR on 04/11/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC LIBRARY

Dept. Code: LIB

Type of Request:  Initial  Modification of an existing PSC (PSC # 44775 - 16/17)

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

Type of Service: Standardized test and college admission preparation workshops to high school students

Funding Source: Public Library's Children's Baseline

PSC Original Approved Amount: \$500,000 PSC Original Approved Duration: 06/01/18 - 12/31/22 (4 years 30 weeks)

PSC Mod#1 Amount: \$400,000 PSC Mod#1 Duration: 06/01/22-05/31/27 (4 years 21 weeks)

PSC Cumulative Amount Proposed: \$900,000 PSC Cumulative Duration Proposed: 9 years 1 day

**1. Description of Work**

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

Hire qualified and experienced consultant to provide one to four day general and advanced Standardized Test and College Admissions Workshops for high school students to be held in various library locations. Workshops may include individualized support for students. the workshops will provide equal access to educational opportunities for the diverse communities in the City at no charge, and aim to instruct students in effective approaches to exam and college admission process, plus boost their confidence as they approach exams or re-take exams. Consultant to provide healthy refreshments to keep students fueled and focused during the workshops. Providing access to nutritious food and drink during workshops is an important part of student learning.

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

To provide City students, especially economically disadvantaged teens with opportunities to train at no cost for exams required for applying to colleges and universities. Denial will prevent at-risk and economically disadvantaged students from college prep training and resources.

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

Yes, Contract #1000017843

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

Yes, the Library will consider renewing the contract based on the needs of the City's student to provide continuity of services.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**

To increase PSC amount for accommodating a new RFP contract for another five years in order to continue extending these no-cost workshops to the City's students. The current contract will be terminating.

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

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

College entrance exams are not scheduled constantly throughout the year, but instead are scheduled at intermittent points in the year to meet the needs of high school students and to test their ability and readiness for college. As a result, the test preparation workshops are most valuable to high school students when they are also scheduled intermittently and periodically in concert with the examination schedules to allow for review and preparation immediately preceding testing dates.

B. Reason for the request for modification:

To increase PSC amount for accommodating a new RFP contract for another five years in order to continue extending these no-cost workshops to the City's students. The current contract will be terminating. College entrance exams are not scheduled constantly throughout the year, but instead are scheduled at intermittent points in the year to meet the needs of high school students and to test their ability and readiness for college. As a result, the test preparation workshops are most valuable to high school students when they are also scheduled intermittently and periodically in concert with the examination schedules to allow for review and preparation immediately preceding testing dates.

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

A. Specify required skills and/or expertise: Consultant shall be skilled and experienced in designing and conducting college preparation workshops including but not limited to SAT Tests, SAT Subject Tests, Basic Math and Reasoning, ACT Tests, TOEFL Tests, college essay-writing, paying for college, and college admissions. The workshops must address the standardized tests and processes currently required of high school students for educational goals. Consultant shall also provide tutors experienced in training on the latest standardized test and college admissions workshops and related topics.

B. Which, if any, civil service class(es) normally perform(s) this work? 1840, Junior Management Assistant; 1842, Management Assistant; 1844, Senior Management Assistant; 3374, Volunteer/Outreach Coord;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor shall provide standardized test and college admission training materials such as lesson plans and practice tests as well as healthy refreshments for workshop attendees.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Standardized Test and College Admissions trainers are specialized and those workshops are provided on an intermittent and periodic basis, scheduled according to college exam periods, which are brief peak periods. Due to the seasonal need, the Library is unable to hire outside of the contracting option.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, due to the special expertise required in training tutors on standardized college entrance exams, which consistently evolve, and due to the brief exam and training peak durations and interim testing periods. This requires a seasonal position which does not meet the Library's current staffing model.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
There is no Training for this PSC.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 02/10/22, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21;

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

Name: marcus lange Phone: 415-557-4214 Email: marcus.lange@sfpl.org

Address: 100 Larkin Street, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44775 - 16/17

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/06/2022

Civil Service Commission Action:

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [marcus.lange@sfpl.org](mailto:marcus.lange@sfpl.org)  
**To:** [PSC RECEIPT of Modification notification sent to Unions and DHR](mailto:Lange, Marcus (LIB); Frigault, Noah (HRC); Meyers, Julie (HSA); thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Yoshida, Shirley (LIB); DHR-PSCCoordinator, DHR (HRD)</a><br/><b>Subject:</b> Receipt of Modification Request to PSC # 44775 - 16/17 - MODIFICATIONS<br/><b>Date:</b> Thursday, February 10, 2022 1:36:36 PM</p><hr/></div><div data-bbox=)

The PUBLIC LIBRARY -- LIB has submitted a modification request for a Personal Services Contract (PSC) for \$400,000 for services for the period June 1, 2022 – May 31, 2027. 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/17927>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[pkim@ifpte21.org](mailto:pkim@ifpte21.org)  
[kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org) [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org) [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com)  
[WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com) [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org) [jtanner940@aol.com](mailto:jtanner940@aol.com)  
[david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org) [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org)  
[davidmkersten@gmail.com](mailto:davidmkersten@gmail.com) [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net) [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org)  
[Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org) [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net)  
[Kbasconcillo@sfgwater.org](mailto:Kbasconcillo@sfgwater.org) [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org) [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org)  
[Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org) [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org)

# **Additional Attachment(s)**

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

**Second Amendment  
Contract ID 1000017843**

THIS AMENDMENT (this "Amendment") is made as of **December 7, 2020**, in San Francisco, California, by and between **Study Smart Tutors, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**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 allow digital access for library patrons;

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal, RFP Event ID 0000000263, issued on October 2017, and this modification is consistent therewith; and

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

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

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated **June 18, 2018** between Contractor and City, as amended by the:

**First Amendment,** dated **April 7, 2020**, and by **this Second Amendment.**

**1b. 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:

**2.1 Definitions.** The following is hereby added to Article 1 Definitions of the Agreement, replacing the previous Article 1 Definitions of the Agreement in its entirety:

**Article 1 Definitions**

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, the License Agreement of Study Smart Tutors, Inc., and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract

Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and the "Public Library."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Study Smart Tutors, Inc, 981 Mission St, San Francisco, CA 94103.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A, Appendix A-1, and Appendix A-2.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, Appendix A-1, and Appendix A-2, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

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

1.11 Unless otherwise stated, whenever the words "as directed," "as required," "as permitted," shall be understood as the direction, requirement, or permission of the Public Library. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Public Library unless otherwise indicated by the context.

**2e. Appendix A -2. Appendix A-2, Scope of Services (12/20)** is attached and is hereby added to the Agreement and fully incorporated herein

**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:

**Study Smart Tutors, Inc**

DocuSigned by:  
*Michael Lambert*  
C9DF0B3992E246F...

DocuSigned by:  
*Jack Friedman*  
E14F88963A8C44A...

**Michael Lambert**  
**City Librarian**  
**Public Library**

**Jack Friedman**  
**Founder**  
**30721 Russell Ranch Road Suite 140**  
**Westlake Village CA 91362**

Supplier ID: **000029848**

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: *Bradley A. Russi*  
73043F1EC751443...  
**Bradley A. Russi**  
Deputy City Attorney

Approved:

DocuSigned by:  
*Shawn Peeters*  
C13CDA276251449...

**Sailaja Kurella**  
**Acting Director**  
**Office of Contract Administration, and Purchaser**

Attachments:

- Appendix A-2, Scope of Services
- Appendix A-1, Scope of Services
- Appendix B-1, Calculation of Charges
- 1<sup>st</sup> Amendment dated April 7, 2020
- Agreement dated June 18, 2018

## Appendix-2, Scope of Services

**1. Description of Services**

A. Contractor shall meet with the Public Library's Youth Development Coordinator or appointed staff upon contract execution to determine and plan course schedule and locations plus other deliverables required for implementing Years Three and Four of the Public Library's Standardized Test and College Admissions Workshops Program either virtually or in-person. Workshops are to be held from June 2020 through May 2022. In general, Contractor agrees to perform the following services necessary to design and conduct workshops/classes on test-taking techniques and college admission skills to assist City teenagers preparing to take standardized tests, graduate high school, and/or prepare for college.

- a. Deliver lesson plans, curriculum, and workshops based on the most updated exam trends and standardized test guidelines.
- b. Work with the Public Library's designated staff to develop the workshops, teaching materials, class schedules, and training facilities, and will suggest specific courses and workshops based on the student's needs.
- c. Work with Public Library staff to develop standards applicable to the selection of students for participation in the workshops and will manage registration of students using the Contractor's online portal.
- d. Design, print, and deliver all necessary teaching materials for in-person courses or workshops.
- e. Design and virtually deliver all necessary teaching materials for virtual courses or workshops.
- e. Monitor student performance through evaluation of practice test scores throughout the duration of a course.
- f. Review effectiveness of courses and workshops through monitoring student improvement, and adjust curriculum as necessary.
- g. Generate and share status reports and other updates on the effectiveness of courses and workshops with the Public Library on a quarterly basis.
- h. Generate a student questionnaire twice a year in the Fall and Spring to track participation for diversity, including ethnic, gender and community and will share these results with Public Library staff.
- i. Promote virtual and in-person workshops using current network of San Francisco schools, youth agencies, and non-profits.
- j. Work with the Public Library to schedule and conduct workshops at locations within the five current Branch districts and Main Library or virtually as required by the City's required time frame.
- k. Update and adapt workshops based on changes and updates to the standardized requirements and will adapt course material based on student needs in the course.
- l. Operate Office/Counseling Hours to provide drop-in assistance to teens needing individual support with test taking skills and college readiness at Public Library branch sites and virtually at a time that would work best for students.
- m. Provide refreshments for each in-person 10-hour or longer workshop including an appropriate amount of pizza, healthy foods such as fruit and a healthy beverage for the number of students attending each workshop.
- n. Provide Public Library staff with an annual report of outcomes, workshops and statistics by monitoring student work and improvement throughout the duration of the contract.

B. Contractor shall design and conduct preparation workshops including but not limited to SAT Tests, SAT Subject Tests, Basic Math and Reasoning, ACT Tests, college essay-writing, paying for college and college admissions. The workshops must address the standardized tests and processes currently required of high school students for educational goals. Contractor must continuously upgrade

workshop curriculums to match college admission testing changes. Annual workshops Contractor shall deliver are:

a. **SAT Prep Course (estimated 10 hours per course)** – At least 10 courses per year, each course consisting of approximately 10 hours of class time, to be completed annually by June to cover basic test taking content techniques. Students will complete an in-class or virtual SAT practice test at the end of the course to ensure that their scores have improved. The courses should be scheduled leading up to the SAT test schedule. There shall be a limit of 25 students per course.

b. **SAT single subject focus (SAT Math, SAT Reading, SAT Writing - estimated 4 hours per course)** – At least one course per year per subject, each course consisting of approximately 4 hours of class time, to be completed annually by June to cover intensive, subject specific courses for students who have taken the PSAT and/or SAT and targeted specific areas to intensive study and review. There shall be a limit of 25 students per course.

c. **ACT Prep Course (estimated 10 hours per class)** - At least 8 courses per year, each course consisting of approximately 10 hours of class time, to be completed annually by June to cover basic test taking content techniques and offer intensive preparation for the ACT. Workshops shall include giving students exit sample tests to ensure that their scores have improved from practice. The courses should be scheduled leading up to the ACT test schedule. There shall be a limit of 25 students per course.

d. **College Admissions 101 Workshop (estimated 2 hours per course)** – At least one course per year, consisting of approximately 2 hours of class time, to be completed annually by December. This course will offer an introduction to college admissions and will include an overview on college searches, admissions requirements, interviews, financial aid, and letters of recommendation. There shall be a limit of 25 students per course.

e. **College Essay Writing (estimated 3 hours per course)** – At least three courses per year, consisting of approximately 3 hours of class time, to be completed annually by January. This course will provide students with the knowledge and skills to write effective personal statements and complete college applications. There shall be a limit of 25 students per course.

f. **Additional Exam Prep Workshops (estimated 3 hours per course)** – As the need arises, the Contractor shall design additional courses in the areas of standardized test prep, college readiness, and college awareness. There shall be a limit of 25 students per course.

g. **Additional Skill-Building Workshops (estimated 2 hours per course)** – As the need arises, the Contractor shall design additional workshops in the areas of colleges and majors, college readiness, career readiness, time management, study methods, life skills, and note-taking strategies. There shall be a limit of 25 students per course.

h. **Office Hours/College Counseling (estimated 40 hours per year)** – At least two 10-hour sessions to be completed annually by June. Contractor shall design and staff one-on-one office hours to review test prep tutoring, college essay writing, and assist with navigating the college application process.

C. The Contractor shall provide all Zoom links for virtual courses, and necessary supplies, teaching materials, refreshments and self-transportation to conduct in-person classes at the designated San Francisco Public Library sites selected. Public Library has multiple sites throughout the City and will work with the Contractor to identify these sites by June 30<sup>th</sup> on an annual basis.



**2. Reports.** Contractor shall submit written reports as requested by the Chief of Community Programs and Partnerships. Format for the content of such reports shall be determined by the Chief of Community Programs and Partnerships. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

**3. Department Liaison.** In performing the Services provided for in this Agreement, Contractor's liaison with the Community Programs and will be Michelle Jeffers.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC LIBRARY -- LIB

Dept. Code: LIB

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

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

Type of Service: Standardized test and college admission preparation workshops to high school students

Funding Source: Public Library's Children's Baseline

PSC Amount: \$500,000

PSC Est. Start Date: 06/01/2018

PSC Est. End Date  
12/31/2022

**1. Description of Work**

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

Hire qualified and experienced consultant to provide one to four day general and advanced Standardized Test and College Admissions Workshops for high school students to be held in various library locations. Workshops may include individualized support for students. the workshops will provide equal access to educational opportunities for the diverse communities in the City at no charge, and aim to instruct students in effective approaches to exam and college admission process, plus boost their confidence as they approach exams or re-take exams. Consultant to provide healthy refreshments to keep students fueled and focused during the workshops. Providing access to nutritious food and drink during workshops is an important part of student learning.

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

To provide City students, especially economically disadvantaged teens with opportunities to train at no cost for exams required for applying to colleges and universities. Denial will prevent at-risk and economically disadvantaged students from college prep training and resources.

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

Since 2008, the Public Library has provided such services to the community. Due to the seasonal need of offering multiple College Prep trainings during national exam periods, the Library has not pursued creating a dedicated position to offer this service to students. The most recent PSC is #4158-07/08

D. Will the contract(s) be renewed?

Yes, the Library will consider renewing the contract based on the needs of the City's student to provide continuity of services.

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

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

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

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

College entrance exams are not scheduled constantly throughout the year, but instead are scheduled at intermittent points in the year to meet the needs of high school students and to test their ability and readiness for college. As a result, the test preparation workshops are most valuable to high school students when they are also scheduled intermittently and periodically in concert with the examination schedules to allow for review and preparation immediately preceding testing dates.

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

- A. Specify required skills and/or expertise: Consultant shall be skilled and experienced in designing and conducting college preparation workshops including but not limited to SAT Tests, SAT Subject Tests, Basic Math and Reasoning, ACT Tests, TOEFL Tests, college essay-writing, paying for college, and college admissions. The workshops must address the standardized tests and processes currently required of high school students for educational goals. Consultant shall also provide tutors experienced in training on the latest standardized test and college admissions workshops and related topics.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1840, Junior Management Assistant; 1842, Management Assistant; 1844, Senior Management Assistant; 3374, Volunteer/Outreach Coord;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor shall provide standardized test and college admission training materials such as lesson plans and practice tests as well as healthy refreshments for workshop attendees.

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

To the best of our knowledge, no other City agency provides free and reliable college prep workshops to students.

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

- A. Explain why civil service classes are not applicable.  
Standardized Test and College Admissions trainers are specialized and those workshops are provided on an intermittent and periodic basis, scheduled according to college exam periods, which are brief peak periods. Due to the seasonal need, the Library is unable to hire outside of the contracting option.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, due to the special expertise required in training tutors on standardized college entrance exams, which consistently evolve, and due to the brief exam and training peak durations and interim testing periods. This requires a seasonal position which does not meet the Library's current staffing model.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. There is no Training for this PSC.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 05/23/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

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

Name: marcus lange Phone: 415-557-4214 Email: marcus.lange@sfpl.org

Address: 100 Larkin Street San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44775 - 16/17

DHR Analysis/Recommendation:

action date: 08/21/2017

Commission Approval Required

Approved by Civil Service Commission

08/21/2017 DHR Approved for 08/21/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request:  Initial  Modification of an existing PSC (PSC # 36112 - 21/22)

Request:

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

Approval:

Type of Service: Artifact preservation & preparation

Funding Source: General Funds

PSC Original Approved Amount: \$96,000 PSC Original Approved Duration: 09/01/21 - 09/01/22 (1 year)

PSC Mod#1 Amount: \$50,000 PSC Mod#1 Duration: 09/02/22-03/31/23 (30 weeks 1 day)

PSC Cumulative Amount Proposed: \$146,000 PSC Cumulative Duration Proposed: 1 year 30 weeks

**1. Description of Work**

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

Consulting in the care and display of photographs, documents and artifact in possession of the San Francisco Police Department. The scope of work may include handling services, including transportation, packing, storing, framing, de-installation and installation of items of a historic significance to the Department, including design and fabrication of pedestals and display cases.

**Scope Change**

Increasing quantities of existing scope – artifact preservation, preparations, and installation.

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

The San Francisco Police Department has built a ground-up facility to house the Police Department's Forensic Services Division (Crime Scene Investigation and Crime Lab) and Traffic Company. These units are being moved from the Hall of Justice and a leased building in the Hunter's Point Naval Shipyard. Both building are slated for demolition and the services listed above are essential to preserve and document the evolution of police work in San Francisco and the history of the Police Department, in addition to enhancing and creating an aesthetic environment for employees and visitors. If approval is denied, the opportunity to preserve these historic items and history will be lost.

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

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

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
The PSC duration won't be more than 5 years.

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

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

Scope and services require 5 years' experience in providing handling services of artifacts, photographs and documents, including expertise in installation and de-installation of artwork. Requires expertise in, and adherence to, industry standards for the packing, crating, and safe transportation and handling. Able to provide safe, secure storage in climate controlled storage facility. There are no Civil Service classifications that have the training, expertise, or experience necessary for handling and preparing artifacts, photographs and documents for display, especially those items that are extremely large, heavy, fragile, or all three. This is a "one-time" need as the new building is expected to be in service for 50 years.

B. Reason for the request for modification:

Additional historic photographs, up to four additional display cases, and the related design, fabrication, and installation services.

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

A. Specify required skills and/or expertise: Requires 5 years' experience in providing handling services of artifacts, photographs and documents, including expertise in installation and de-installation of artwork. Requires expertise in, and adherence to, industry standards for the packing, crating, and safe transportation and handling. Able to provide safe, secure storage in climate controlled storage facility.

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

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

There are no Civil Service classifications that have the training, expertise, or experience necessary for handling and preparing artifacts, photographs and documents for display, especially those items that are extremely large, heavy, fragile, or all three.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: NO. This is a "one-time" need as the new building is expected to be in service for 50 years.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not. Due to the scope of work, all services will be handled by contractor; the contractor will not provide training to City & County employees.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes, work is performed by the Consultant pursuant to this PSC

7. **Union Notification:** On 04/18/22, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness, 16th floor, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 36112 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
**To:** [Burns, Alexander \(DPW\)](mailto:Burns,Alexander@DPW); [kennethlomba@gmail.com](mailto:kennethlomba@gmail.com); [snaranjo@cirseiu.org](mailto:snaranjo@cirseiu.org); [mdennis@twusf.org](mailto:mdennis@twusf.org); [roger\\_marenco; pwilson@twusf.org](mailto:roger_marenco;pwilson@twusf.org); [cmoyer@nccrc.org](mailto:cmoyer@nccrc.org); [Frigault, Noah \(HRC\)](mailto:Frigault,Noah@HRC); [sfdpoa@icloud.com](mailto:sfdpoa@icloud.com); [Mjayne@iam1414.org](mailto:Mjayne@iam1414.org); [Emanuel, Rachel \(DEM\)](mailto:Emanuel,Rachel@DEM); [laborers261@gmail.com](mailto:laborers261@gmail.com); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko@BOS); [jennifer.esteen@seiu1021.org](mailto:jennifer.esteen@seiu1021.org); [emathurin@cirseiu.org](mailto:emathurin@cirseiu.org); [abush@cirseiu.org](mailto:abush@cirseiu.org); [sbalaria@cirseiu.org](mailto:sbalaria@cirseiu.org); [anthony@dc16.us](mailto:anthony@dc16.us); [mlobre@sfpoa.org](mailto:mlobre@sfpoa.org); [@sfpoa.org](mailto:@sfpoa.org); [tracym@sfpoa.org](mailto:tracym@sfpoa.org); [mleach@ibt856.org](mailto:mleach@ibt856.org); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); [sal@local16.org](mailto:sal@local16.org); [Cris@sfmea.com](mailto:Cris@sfmea.com); [Meyers, Julie \(HSA\)](mailto:Meyers,Julie@HSA); [seichenberger@local39.org](mailto:seichenberger@local39.org); [camaguey@sfmea.com](mailto:camaguey@sfmea.com) (contact); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [kcartermartinez@cirseiu.org](mailto:kcartermartinez@cirseiu.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto>wendywong26@yahoo.com); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [jb@local16.org](mailto:jb@local16.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Katherine \(PUC\)](mailto:Basconcillo,Katherine@PUC); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [pcomarillo\\_seiu@sbcglobal.net](mailto:pcomarillo_seiu@sbcglobal.net); [MRainsford@local39.org](mailto:MRainsford@local39.org); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [agonzalez@iam1414.org](mailto:agonzalez@iam1414.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [gail@sfdlocal798.org](mailto:gail@sfdlocal798.org); [cityworker@sfcwu.org](mailto:cityworker@sfcwu.org); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [djohnson@opcmialocal300.org](mailto:djohnson@opcmialocal300.org); [Ramon Hernandez](mailto:Ramon.Hernandez); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [pkarinen@nccrc.org](mailto:pkarinen@nccrc.org); [tony@dc16.us](mailto:tony@dc16.us); [stevek@bac3-ca.org](mailto:stevek@bac3-ca.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Poon, Sin Yee \(HSA\)](mailto:Poon,SinYee@HSA); [smcgarry@nccrc.org](mailto:smcgarry@nccrc.org); [rmitchell@twusf.org](mailto:rmitchell@twusf.org); [grojo@local39.org](mailto:grojo@local39.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [staff@sfmea.com](mailto:staff@sfmea.com); [mike@dc16.us](mailto:mike@dc16.us); [khughes@ibew6.org](mailto:khughes@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [sfmsa@gmail.com](mailto:sfmsa@gmail.com); [bart@dc16.us](mailto:bart@dc16.us); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [laborers261@gmail.com](mailto:laborers261@gmail.com); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [speedy4864@aol.com](mailto:speedy4864@aol.com); [Christina@sfmea.com](mailto:Christina@sfmea.com); [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Macaranas, Belle \(DPW\)](mailto:Macaranas,Belle@DPW); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR@HRD)  
**Subject:** Receipt of Modification Request to PSC # 36112 - 21/22 - MODIFICATIONS  
**Date:** Monday, April 18, 2022 10:54:57 AM

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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 \$50,000 for services for the period September 2, 2022 – March 31, 2023. 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/18328>

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)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Artifact preservation & preparation

Funding Source: General Funds

PSC Amount: \$96,000

PSC Est. Start Date: 09/01/2021

PSC Est. End Date  
09/01/2022

**1. Description of Work**

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

Consulting in the care and display of photographs, documents and artifact in possession of the San Francisco Police Department. The scope of work may include handling services, including transportation, packing, storing, framing, de-installation and installation of items of a historic significance to the Department, including design and fabrication of pedestals and display cases.

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

The San Francisco Police Department has built a ground-up facility to house the Police Department's Forensic Services Division (Crime Scene Investigation and Crime Lab) and Traffic Company. These units are being moved from the Hall of Justice and a leased building in the Hunter's Point Naval Shipyard. Both building are slated for demolition and the services listed above are essential to preserve and document the evolution of police work in San Francisco and the history of the Police Department, in addition to enhancing and creating an aesthetic environment for employees and visitors. If approval is denied, the opportunity to preserve these historic items and history will be lost.

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

This is the first PSC of this nature for this project.

D. Will the contract(s) be renewed?

No.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

The PSC duration won't be more than 5 years.

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

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

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

B. Explain the qualifying circumstances:

Scope and services require 5 years' experience in providing handling services of artifacts, photographs and documents, including expertise in installation and de-installation of artwork. Requires expertise in, and adherence to, industry standards for the packing, crating, and safe transportation and handling. Able to provide safe, secure storage in climate controlled storage facility. There are no Civil Service classifications that have the training, expertise, or experience necessary for handling and preparing artifacts, photographs and documents for display, especially those items that are extremely large, heavy, fragile, or all three. This is a "one-time" need as the new building is expected to be in service for 50 years.

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

A. Specify required skills and/or expertise: Requires 5 years' experience in providing handling services of artifacts, photographs and documents, including expertise in installation and de-installation of artwork. Requires expertise in, and adherence to, industry standards for the packing, crating, and safe transportation and handling. Able to provide safe, secure storage in climate controlled storage facility.

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

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

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

No classifications in the City provide these services.

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

A. Explain why civil service classes are not applicable.

There are no Civil Service classifications that have the training, expertise, or experience necessary for handling and preparing artifacts, photographs and documents for display, especially those items that are extremely large, heavy, fragile, or all three.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. NO. This is a "one-time" need as the new building is expected to be in service for 50 years.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. Due to the scope of work, all services will be handled by contractor; the contractor will not provide training to City & County employees.

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

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 09/07/2021, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness, 16th floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 36112 - 21/22

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/21/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 49091 - 20/21)

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

Type of Service: Goat Grazing.(190121)

Funding Source: Water Enterprise Operating Budget

PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 05/03/21 - 12/31/24 (3 years 34 weeks)

PSC Mod#1 Amount: \$1,000,000 PSC Mod#1 Duration: 12/31/24-12/31/27 (3 years)

PSC Cumulative Amount Proposed: \$2,000,000 PSC Cumulative Duration Proposed: 6 years 34 weeks

**1. Description of Work**

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

The proposed work includes providing goat grazing services for the San Francisco Public Utilities Commission (SFPUC). Large goat herds are required to graze brush, grass, forbs, saplings, branches, and weeds from a variety of locations throughout SFPUC lands including San Francisco locations, Right of Way lands, various watershed locations, and regional dams.

The project requirements include a need for trained goat herders, goats, dogs, animal treatment experience, transportation of goats, portable trailer for herder to live in while on site, and method to supply water for goats. The grazing operations require supervision by a goat herder (Shepherd) and trained herding dog, both of whom must remain on site 24/7 for duration of the project(s).

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

The service is required due to the critical need to reduce risk from fires and reduce the spreading of non-native invasive plants on SFPUC watershed and rights of way lands. There are various locations on SFPUC lands that require plant removal that cannot be done with mechanical means. The consequences of denial is dramatically increased fire danger and invasive species spreading throughout SFPUC lands, and the communities (including critical infrastructure and housing) in the region.

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

Services have been provided in the past through earlier PSC request. See 49091 - 20/21

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

No.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**

The modification is required to extend the term to more than five years, because the original proposal was to create a 3 year term contract, however OCA changed the term to five years. Since this PSC started about a year ago, and we are adding 5 years because of the upcoming five year Contract, this PSC will be for more than 5 total years of Goat Grazing. We also had to add additional anticipated funding to the PSC because of the change from 3 to more than five years.

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

**A. Display all that apply**

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

This work is needed only during a few months to help reduce the risk from wildfires and the spreading of invasive plant species.

B. Reason for the request for modification:

The modification is required to extend the term to more than five years, because the original proposal was to create a 3 year term contract, however OCA changed the term to five years. Since this PSC started about a year ago, and we are adding 5 years because of the upcoming five year Contract, this PSC will be for more than 5 total years of Goat Grazing. We also had to add additional anticipated funding to the PSC because of the change from 3 to more than five years.

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

- A. Specify required skills and/or expertise: The required skill and expertise for this scope includes the need for Goat grazing experience, including demonstrated experience with large scale grazing projects. Documentation related to herd health management practices (vaccinations, etc.) is also required. The skills and expertise required for herding goats also includes being able to manage all of the complexities of developing and managing goat herds, the ability to effectively manage large goat herds safely, and to transport large quantities of goats from location to location.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Goat herding requires goat handlers and goat herds, as well as trained dogs. Civil Service staff are not equipped to get the experience and training necessary to effectively manage large goat herds. Civil Service staff also do not have access to facilities to store and actively manage goat herds when the goats are not needed for fire risk reduction and non-native species control efforts.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be feasible or practical to adopt a new civil service class to perform the work due to the need to actively manage and raise herds of goats (they number in the 100's) for utilization for the required services.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Training will not be provided.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 04/20/22, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49091 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022



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

**From:** [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [kennethlomba@gmail.com](mailto:kennethlomba@gmail.com); [snaranjo@cirseiu.org](mailto:snaranjo@cirseiu.org); [mdennis@twusf.org](mailto:mdennis@twusf.org); [rmarenco@twusf.org](mailto:rmarenco@twusf.org); [pwilson@twusf.org](mailto:pwilson@twusf.org); [cmoyer@nccrc.org](mailto:cmoyer@nccrc.org); [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org); [sfdpoa@icloud.com](mailto:sfdpoa@icloud.com); [Mjayne@iam1414.org](mailto:Mjayne@iam1414.org); [Emanuel, Rachel \(DEM\)](mailto:Emanuel,Rachel.(DEM)); [laborers261@gmail.com](mailto:laborers261@gmail.com); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko.(BOS)); [jennifer.esteen@seiu1021.org](mailto:jennifer.esteen@seiu1021.org); [emathurin@cirseiu.org](mailto:emathurin@cirseiu.org); [abush@cirseiu.org](mailto:abush@cirseiu.org); [sbabaria@cirseiu.org](mailto:sbabaria@cirseiu.org); [anthony@dc16.us](mailto:anthony@dc16.us); [mlobre@sfpoa.org](mailto:mlobre@sfpoa.org); [tracym@sfpoa.org](mailto:tracym@sfpoa.org); [mleach@ibt856.org](mailto:mleach@ibt856.org); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); [sal@local16.org](mailto:sal@local16.org); [Criss@sfmea.com](mailto:Criss@sfmea.com); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); [seichenberger@local39.org](mailto:seichenberger@local39.org); [Camaguey@sfmea.com](mailto:Camaguey@sfmea.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [kcartermartinez@cirseiu.org](mailto:kcartermartinez@cirseiu.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [tmathevs@ifpte21.org](mailto:tmathevs@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [jb@local16.org](mailto:jb@local16.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Kathy](mailto:Basconcillo,Kathy); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [MRainsford@local39.org](mailto:MRainsford@local39.org); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [agonzalez@iam1414.org](mailto:agonzalez@iam1414.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [gail@sfflocal798.org](mailto:gail@sfflocal798.org); [cityworker@sfcwu.org](mailto:cityworker@sfcwu.org); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [djohnson@opcmialocal300.org](mailto:djohnson@opcmialocal300.org); [ramonliuna261@gmail.com](mailto:ramonliuna261@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [pkarinen@nccrc.org](mailto:pkarinen@nccrc.org); [tony@dc16.us](mailto:tony@dc16.us); [stevek@bac3-ca.org](mailto:stevek@bac3-ca.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [smcgarry@nccrc.org](mailto:smcgarry@nccrc.org); [rmitchell@twusf.org](mailto:rmitchell@twusf.org); [grojo@local39.org](mailto:grojo@local39.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [staff@sfmea.com](mailto:staff@sfmea.com); [mike@dc16.us](mailto:mike@dc16.us); [khughes@ibew6.org](mailto:khughes@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [sfmsa@gmail.com](mailto:sfmsa@gmail.com); [bart@dc16.us](mailto:bart@dc16.us); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [laborers261@gmail.com](mailto:laborers261@gmail.com); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [speedy4864@aol.com](mailto:speedy4864@aol.com); [Christina@sfmea.com](mailto:Christina@sfmea.com); [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org)  
**Subject:** Receipt of Modification Request to PSC # 49091 - 20/21 - MODIFICATIONS  
**Date:** Wednesday, April 20, 2022 8:19:50 AM

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

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 \$1,000,000 for services for the period December 31, 2024 – December 31, 2027. 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/18302>

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)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Goat Grazing (190121)

Funding Source: Water Enterprise Operating Budget

PSC Duration: 3 years 34 weeks

PSC Amount: \$1,000,000

**1. Description of Work**

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

The proposed work includes providing goat grazing services for the San Francisco Public Utilities Commission (SFPUC). Large goat herds are required to graze brush, grass, forbs, saplings, branches, and weeds from a variety of locations throughout SFPUC lands including San Francisco locations, Right of Way lands, various watershed locations, and regional dams.

The project requirements include a need for trained goat herders, goats, dogs, animal treatment experience, transportation of goats, portable trailer for herder to live in while on site, and method to supply water for goats. The grazing operations require supervision by a goat herder (Shepherd) and trained herding dog, both of whom must remain on site 24/7 for duration of the project(s).

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

The service is required due to the critical need to reduce risk from fires and reduce the spreading of non-native invasive plants on SFPUC watershed and rights of way lands. There are various locations on SFPUC lands that require plant removal that cannot be done with mechanical means. The consequences of denial is dramatically increased fire danger and invasive species spreading throughout SFPUC lands, and the communities (including critical infrastructure and housing) in the region.

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

This service was provided in the past through OCA contracts, and this request will enable these critical services to continue. This is the first time SFPUC has been requested to get an approved PSC for the work.

D. Will the contract(s) be renewed?

No.

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

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

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

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

This work is needed only during a few months to help reduce the risk from wildfires and the spreading of invasive plant species.

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

A. Specify required skills and/or expertise: The required skill and expertise for this scope includes the need for Goat grazing experience, including demonstrated experience with large scale grazing projects. Documentation related to herd health management practices (vaccinations, etc.) is also required. The skills and expertise required for herding goats also includes being able to manage all of the complexities of developing and managing goat herds, the ability to effectively manage large goat herds safely, and to transport large quantities of goats from location to location.

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

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

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

Not Applicable.

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

A. Explain why civil service classes are not applicable.

Goat herding requires goat handlers and goat herds, as well as trained dogs. Civil Service staff are not equipped to get the experience and training necessary to effectively manage large goat herds. Civil Service staff also do not have access to facilities to store and actively manage goat herds when the goats are not needed for fire risk reduction and non-native species control efforts.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be feasible or practical to adopt a new civil service class to perform the work due to the need to actively manage and raise herds of goats (they number in the 100's) for utilization for the required services.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. Training will not be provided.

- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 03/29/2021, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sflower.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49091 - 20/21

DHR Analysis/Recommendation:

action date: 05/03/2021

Commission Approval Required

Approved by Civil Service Commission

05/03/2021 DHR Approved for 05/03/2021

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFFDept. Code: SHF

Type of Request:  Initial  Modification of an existing PSC (PSC # 32974 - 18/19)

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

Type of Service: Janitorial Services at County Jail #5 Training CenterFunding Source: General FundPSC Original Approved Amount: \$100,000PSC Original Approved Duration: 07/01/19 - 06/30/20 (1 year)PSC Mod#1 Amount: \$400,000PSC Mod#1 Duration: 02/01/19-01/31/24 (3 years 30 weeks)PSC Mod#2 Amount: no amount addedPSC Mod#2 Duration: 02/01/24-01/31/27 (3 years 1 day)PSC Cumulative Amount Proposed: \$500,000PSC Cumulative Duration Proposed: 7 years 30 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Sheriff's Department (SFSD) seeks proposals to provide janitorial services for the Woman's Resource Center, located at 930 Bryant St., and the San Bruno Training Center, located at 1 Moreland Dr. The janitorial services will be required 2 days per week during normal business hours.

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

The Woman's Resource Center is utilized by the SFSD to provide assistance and referrals for housing, substance abuse programs, employment, medical and mental health services, and legal issues to women ex-offender. The Training Center is utilized by the department to provide classroom and physical law enforcement training to SFSD staff. Unkept facilities may lead to pest infestation and a space that does not provide a healthy, welcoming, learning environment. Unsanitary conditions may lead to staffing grievances to their respective Unions.

**C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**  
PSC 32974-18/19**D. Will the contract(s) be renewed?**

The contract will be evaluated and may be renewed if inmate trustees are not available to perform the required cleaning.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**

California Proposition 47, has resulted in higher misdemeanor charges and a reduction in felony

sentencing of non-violent crimes. This greatly reduced the incarcerated population housed in the San Francisco Jails. The current average daily population continues to fall in the range of 825, as compared to the average daily population in 2018 of 1,398. Prior to 2019, the Sheriff's Office utilized incarcerated trustees to perform the janitorial services at the jail facilities. Incarcerated trustees are inmates with an in custody record of good behavior. The low incarcerated population has greatly reduced the availability of trustees. The Sheriff's Office project to see low populations due to the pandemic and Proposition 47 for next several years. As a result, the Sheriff's Department, in collaboration with the Office of Contract Administration, would like to amend janitorial contract (#1000017230) to modify the contract to increase the options to extend terms for three years to end 01/31/2027; a total contract duration of 8 years. The contract amount will remain unchanged at the approved amount of \$500K.

## 2. Reason(s) for the Request

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

Explain the qualifying circumstances:

The SFSD does not have the inmate trustees available to complete the required janitorial services required to maintain the cleanliness of the Woman's Resource Center or Training Center. Currently, there are not enough inmates that qualify to be a trustee worker.

B. Reason for the request for modification:

California Proposition 47, which implemented broad changes to felony sentencing has greatly reduced the incarcerated population housed in the San Francisco Jails. The current average daily population continues to fall in the range of 825, as compared to the average daily population in 2018 of 1,398. Prior to 2019, the Sheriff's Office utilized incarcerated trustees to perform the janitorial services at the jail facilities. Incarcerated trustees are inmates with an in custody record of good behavior. The low incarcerated population has greatly reduced the availability of trustees. The Sheriff's Office project to see low populations due to the pandemic and Proposition 47 for next several years. As a result, the Sheriff's Department, in collaboration with the Office of Contract Administration, would like to amend janitorial contract (#1000017230) to modify the contract to increase the options to extend terms for three years to end 01/31/2027; a total contract duration of 8 years. The contract amount will remain unchanged at the approved amount of \$500K.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Personnel must have cleaning industry experience, utilize the best cleaning technique that is safe and efficient for each specific cleaning tasks. The staff must provide great customer service and great work quality.

B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian;



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

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.

The Civil Service Class 2708 - Custodian, is applicable. Currently, the SFSD does not have the resources or funding for Custodians to perform the required services.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

The required custodial services are beyond the job scope of the current classified staff at the SFSD. SFSD staff would be working out of classification.

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

No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

Yes, amend current approved contract 1000017230 with Karla's

**7. Union Notification: On 03/10/22, the Department notified the following employee organizations of this PSC/RFP request:**

SEIU Local 1021; SEIU 1021 Miscellaneous;

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

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 32974 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/06/2022

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

## Gong, Henry (SHF)

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**From:** dhr-psccordinator@sfgov.org on behalf of henry.gong@sfgov.org  
**Sent:** Thursday, March 10, 2022 9:33 AM  
**To:** Gong, Henry (SHF); Laxamana, Junko (BOS); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Frigault, Noah (HRC); Meyers, Julie (HSA); thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 32974 - 18/19 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The SHERIFF -- SHF has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period February 1, 2024 – January 31, 2027. 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/14279>

Email sent to the following addresses: jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me sarah.wilson@seiu1021.org junko.laxamana@sfgov.org

# **Additional Attachment(s)**

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFFDept. Code: SHF

Type of Request:  Initial  Modification of an existing PSC (PSC # 32974 - 18/19)

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

Type of Service: Janitorial Services at County Jail #5 Training CenterFunding Source: General Fund

PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 07/01/19 - 06/30/20 (1 year)

PSC Mod#1 Amount: \$400,000 PSC Mod#1 Duration: 02/01/19-01/31/24 (3 years 30 weeks)

PSC Cumulative Amount Proposed: \$500,000 PSC Cumulative Duration Proposed: 4 years 30 weeks

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

The San Francisco Sheriff's Department (SFSD) seeks proposals to provide janitorial services for the Woman's Resource Center, located at 930 Bryant St., and the San Bruno Training Center, located at 1 Moreland Dr. The janitorial services will be required 2 days per week during normal business hours.

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

The Woman's Resource Center is utilized by the SFSD to provide assistance and referrals for housing, substance abuse programs, employment, medical and mental health services, and legal issues to women ex-offender. The Training Center is utilized by the department to provide classroom and physical law enforcement training to SFSD staff. Unkept facilities may lead to pest infestation and a space that does not provide a healthy, welcoming, learning environment. Unsanitary conditions may lead to staffing grievances to their respective Unions.

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

Inmate Trustees provided the janitorial services in the past.

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

The contract will be evaluated and may be renewed if inmate trustees are not available to perform the required cleaning.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**

The Sheriff's Department anticipate a large number of hiring to offset the attrition rate resulting in an increase usage of the San Bruno Training Center. In addition, with California Proposition 47 implementing broad changes to felony sentencing, the Department do not foresee having inmate trustees to perform the janitorial services at the San Bruno Training Center and the

Women's Resource Center. As a result, the Sheriff's Department will not be able to transition the janitorial services back to the inmate trustees. The Sheriff's Department propose to extend the contract period from 1 year to 5 years and to increase the contract amount from \$100,000 to \$500,000.

## 2. Reason(s) for the Request

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

Explain the qualifying circumstances:

The SFSD does not have the inmate trustees available to complete the required janitorial services required to maintain the cleanliness of the Woman's Resource Center or Training Center. Currently, there are not enough inmates that qualify to be a trustee worker.

B. Reason for the request for modification:

The Sheriff's Department anticipate a large number of hiring to offset the attrition rate resulting in an increase usage of the San Bruno Training Center. In addition, with California Proposition 47 implementing broad changes to felony sentencing, the Department do not foresee having inmate trustees to perform the janitorial services at the San Bruno Training Center and the Women's Resource Center. The Sheriff's Department propose to extend the contract period from 1 year to 5 years and to increase the contract amount from \$100,000 to \$500,000.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Personnel must have cleaning industry experience, utilize the best cleaning technique that is safe and efficient for each specific cleaning tasks. The staff must provide great customer service and great work quality.

B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The Civil Service Class 2708 - Custodian, is applicable. Currently, the SFSD does not have the resources or funding for Custodians to perform the required services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Training is not applicable.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
DHR approved PSC 32974-18/19 on 5/20/19
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 12/05/19, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; SEIU 1021 Miscellaneous;

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

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 32974 - 18/19

DHR Analysis/Recommendation:

02/03/2020

Commission Approval Required

Approved by Civil Service Commission

02/03/2020 DHR Approved for 02/03/2020