




London Breed
Mayor

Micki Callahan
Human Resources Director

Date: December 21, 2018

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director 

From: Joan Lubamersky, ADM
Marissa Bloom, ECN
Monique Colon, HOM
Kate Howard, DHR
Amy Nuque, MTA
Genie Wong, POL
Cynthia Avakian, AIR
Shamica Jackson/Bill Irwin, PUC

Subject: **Personal Services Contracts Approval Request**

This report contains twelve (12) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

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

Total of this Report	YTD Expedited Approvals FY2018-2019	Total for FY2018-2019
\$38,094,000	\$208,440,937	\$871,120,406

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POSTING FOR**January 07, 2019****PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2019-01-07

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
44609 - 18/19	GENERAL SERVICES AGENCY - CITY ADMIN	\$1,820,000.00	Vendor will provide maintenance services for the proprietary Honeywell fire and life safety and building climate control equipment at the One South Van Ness City building. These services were previously provided under an Equipment Services Agreement. We have been advised to request Personal Services Contract approval at this time.	March 1, 2019	February 28, 2024	REGULAR
45823 - 18/19	ECONOMIC AND WORKFORCE DEVELOPMENT	\$500,000.00	The City plans to form new community facilities districts in conjunction with various new, large scale development projects. This will enable us to collect special taxes within these districts and issue bonds. The special tax consultant would provide services to assist with (1) the formation of the districts, (2) the issuance of special tax bonds, and/or (3) the annual administration of the districts, by performing some or all of the following tasks: For phase (1), the formation of the districts, the consultant would assist with tax structuring recommendations and calculating preliminary tax amounts. For phase (2), the issuance of special tax bonds, the consultant would assist with bond sizing and the preparation of detailed taxation procedures, maps, tax liens, and other specialized documents required for the formation of the districts. For phase (3) the administration of the districts, the consultant would assist with collecting and reviewing development information on an annual basis; preparing annual reports, calculating tax levies, monitoring compliance and delinquent payments, preparing annual disclosure documents, and responding to taxpayer inquiries.	February 1, 2019	January 31, 2024	REGULAR
42167 - 18/19	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING	\$2,145,000.00	On behalf of the City and County of San Francisco, the Department of Homelessness and Supportive Housing (HSH), in conjunction with the Local Homeless Coordinating Board (LHCB), must submit an annual comprehensive Notice of Funding Availability (NOFA) application to the U.S. Department of Housing and Urban Development (HUD) for Continuum of Care (CoC) Homeless Assistance Grant funds. The application requires grant-writing, strategic planning, program assessment, and evaluation assistance.	January 1, 2019	December 31, 2025	REGULAR
46925 - 18/19	HUMAN RESOURCES	\$1,300,000.00	Contractor will provide maintenance, support services, development for new interfaces, training, and software hosting, and software system improvement to the Workers' Compensation Division's (WCD) Claims management web-based platform.	September 1, 2019	June 30, 2023	REGULAR
43148 - 18/19	MUNICIPAL TRANSPORTATION AGENCY	\$7,550,000.00	The scope of the "Twin Peaks Tunnel W1 Crossover ATCS Activation Project" is activation of the train control system in one cross-over in the Twin Peaks tunnel adjacent to West Portal Station. As part of this project, this crossover will be electronically integrated with the adjacent surface interlock at West Portal and Ulloa to ensure coordinated train movements throughout the West Portal area. Detailed design, software implementation, and testing will be performed by Thales Transport and Security, Inc.	December 1, 2018	December 31, 2019	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
43543 - 18/19	MUNICIPAL TRANSPORTATION AGENCY	\$5,000,000.00	<p>In support of the already ongoing Enterprise Asset Management System (EAMS) program, the proposed work will include completing the implementation of the following business units to the Infor EAM software system, including the following main attributes:</p> <ul style="list-style-type: none"> • Define and document implementation requirements • Create any "as is" and "to be" process flows • Provide input to the project plan • Provide specialty technical skills in relation to the Infor EAM software platform, including system design, configuration, ongoing development/support, consulting expertise and recommendations based on industry experience and system knowledge. • Assist in configuring all non-production environments • Provide deployment support during the "go live" stage of the implementation • Assist in developing any project related document throughout the implementation <p>Business Units considered in scope for this project:</p> <ul style="list-style-type: none"> • Bus Maintenance • Cable Car Machinery • Cable Car Maintenance • Traction Power Group • Scott Division (non-revenue) • SSD – Sign Shop • SSD – Temporary Sign Shop • SSD – Meter Shop • SSD – Paint Shop • Engineering – Traffic Signal Shop • SFGO & Transit Engineering • Central Subway • Off Street Parking • Farebox • Digital Shop <p>Additional business units not listed above that are identified may be considered during the program's implementation period, which was a consideration when listing the additional two years of program duration above and beyond the initial three-year program implementation period to address the above listed business units in scope.</p> <p>The details of each of the implementations follow the standard practices of the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK), fourth edition. Each of the abovelisted business units in scope for this implementation will follow the basic lifecycle structure of process groups for implementation as listed in the following diagram:</p> <p>Within each of the process groups, there will be specific tasks assigned that will ultimately reach a milestone stage, which will define a major accomplishment within each of the process groups, and eventually, as each of the milestones are reached, the process group will then be considered completed and then closed. Specific tasks are outlined in the following:</p> <ul style="list-style-type: none"> • Initiating Process Group: <ul style="list-style-type: none"> o Develop charter and identify all stakeholders • Planning Process Group: <ul style="list-style-type: none"> o Develop the project management plan o Collect Requirements from the business unit o Define the exact scope of each business unit's implementation o Create a Work Breakdown Schedule (WBS) o Define and sequence activities (tasks to be performed) o Develop specific timeline for execution of the tasks o Make a plan on how to ensure quality throughout the 	May 1, 2019	April 1, 2024	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>implementation</p> <ul style="list-style-type: none"> o Create a plan on how to effectively communicate to all personnel involved o Understand the risks to the implementation and make plans on remediation for each risk <ul style="list-style-type: none"> • Executing Process Group: <ul style="list-style-type: none"> o Manage the execution of each of the tasks that were outlined in the Planning Process Group o Perform quality assurance throughout the implementation o Effectively develop and manage the project team o Distribute information through workshops, team meetings, and stakeholder meetings o Manage the expectations of the stakeholders o Conduct any necessary procurements • Monitoring and Controlling Process Group: <ul style="list-style-type: none"> o Monitor the work being done to ensure on time and on budget o Perform integrated change control o Control the scope to ensure that the agreed-upon implementation is what is being delivered o Report out status on a regular basis o Monitor any risks, remediate any realized risks o Ensure that vendor management is being tracked and managed effectively • Closing Process Group: <ul style="list-style-type: none"> o Complete all work o Finalize remaining procurement items o Formalize the completion of the project 			
40456 - 18/19 POLICE		\$400,000.00	<p>The San Francisco Police Department (SFPD) requires a contractor to provide as-needed court reporting and transcription services for Police Commission disciplinary hearings. Work will be performed at: (1) Police Headquarters during the day (2) City Hall in the evening, and (3) in Oakland at the Office of Administrative Hearings during the day. Other duties will include, but will not be limited to, providing legal transcriptions from interviews performed by SFPD 's Internal Affairs Divisions and other SFPD Investigative Units.</p>	July 1, 2019	June 30, 2023	REGULAR
48413 - 18/19 POLICE		\$200,000.00	<p>Anticipated maintenance services for the new Audio Video Wall System at the San Francisco Police Department Operations Center.</p>	January 1, 2019	December 31, 2021	REGULAR
48738 - 18/19 POLICE		\$5,304,000.00	<p>The San Francisco Police Department has been awarded a grant from the Bureau of Justice Statistics to help fund its transition to the National Incident-Based Reporting System standard. The grant does not allow for personnel costs, but does allow the use of contractors. This Personal Services Request will allow the City to hire a contractor (s) to develop a scoping plan to help identify the business processes impacted, design and implement project requirements and strategies. Activities may include costs in hardware and software to implement the new data and interfaces, a replacement of the department's Incident Report Writing System, and updates to other external systems that either feed in or receive data elements required by the NIBRS standard.</p>	October 1, 2018	September 30, 2021	REGULAR
48789 - 18/19 POLICE		\$375,000.00	<p>In 2016, the U.S. Department of Justice performed an assessment of the San Francisco Police Department (SFPD or Department) in which they found and recommended SFPD improve engagement and trust in the community, including in enforcement actions. The SFPD is seeking a contractor that will provide evidence-based violence deterrence and community building strategies to supplement the work already underway in the Department. Work by the contractor may include, but not be limited to, (1) An in-depth analysis and guidance on problems of homicide in San Francisco, (2) Enhancement strategies on gun</p>	January 1, 2019	December 31, 2021	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			violence reduction, (3) Alignment enhancements between police and intervention efforts to reduce violence, (4) Intelligence-informed, principled policing to reduce violence, and (5) An assessment of procedural justice and trust building efforts at SFPD.			

TOTAL AMOUNT \$24,594,000



Posting For January 07, 2019

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2019-01-07

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
46785 - 16/17 - MODIFICATIONS	January 7, 2019	AIRPORT COMMISSION -- AIR	\$13,000,000	\$26,000,000	The San Francisco International Airport ('Airport') is seeking to replace the existing Common Use Self Service ('CUSS') Passenger Processing system that was originally installed in 2000 and later upgraded in 2007 and 2015. CUSS Passenger Processing systems are specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing, such as passenger check-in, baggage processing, passenger boarding. The system consists of four tightly integrated core vendor-developed components: 1) virtualized Common Use application, 2) Self Service Kiosk application, 3) Resource Management application, and 4) Airport Operational Data Base. The services will also include supporting the Information Display Systems (IDS), which are used to display flight and baggage information. The Contractors will be responsible for designing, implementing and supporting the system. The total cost for the systems is \$13,000,000. Of that cost, \$6,000,000 is for the professional services maintenance and support of end user equipment, such as computers, printers, scanners and readers. The remainder of the money is anticipated for the purchasing of equipment.	06/30/2022	12/31/2025	REGULAR
4161-08/09 - MODIFICATIONS	January 7, 2019	PUBLIC UTILITIES COMMISSION -- PUC	\$500,000	\$8,000,000	Contract work consists of engineering design and cost estimates with additional environmental and permitting services for a Newark to San Francisco submarine High Voltage Direct Current (HVDC) power cable. The design work will include substation sites and transmission routes from the existing Newark Substation to a new substation on or near Treasure island with additional possible connections in the Greater Bay Area. The environmental work includes preparation of California Environmental Quality Act (CEQA) documents, environmental background reports and permit applications. Coordination and work plan preparation; environmental document scoping; environmental background and field studies; alternatives analysis; preparation of draft environmental documents; public review of draft environmental documents; response to public comments; preparation of final	03/02/2019	08/01/2022	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					environmental documents; and mitigation monitoring plan preparation.			

TOTAL AMOUNT \$13,500,000

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

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: Maintenance of Fire, Life Safety and Climate Control Systems

Funding Source: Department of Real Estate Operations Fund PSC Duration: 5 years

PSC Amount: \$1,820,000

1. Description of Work

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

Vendor will provide maintenance services for the proprietary Honeywell fire and life safety and building climate control equipment at the One South Van Ness City building. These services were previously provided under an Equipment Services Agreement. We have been advised to request Personal Services Contract approval at this time.

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

Without preventative maintenance, repairs and system upgrades, the building cannot be operated safely and the fire control system will may not be operational to respond to a fire and smoke evacuation.

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 were provided under an Equipment Maintenance Agreement. We were advised to use a Personal Services Contract for the current request.

D. Will the contract(s) be renewed?

Unknown. The department is evaluating alternative systems other than the proprietary one currently in use. It is likely that these specialized services will continue to done under contract.

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).

Other (be specific and attach any relevant supporting documents):

REASON FOR CHECKING OTHER:

Vendor is providing technicians to work on their proprietary system. City employees would not be allowed to work on the system without voiding warranties and do not have the specialized knowledge necessary to do so.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Training as a controls and instrumentation technician by Honeywell to perform services on their equipment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7334, Stationary Engineer; 7335, Senior Stationary Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The vendor will provide replacement parts and their proprietary software updates.

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

The system is proprietary and can only be performed by the vendor, Honeywell.

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 would not be allowed to work on this proprietary system.
- 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. System is proprietary.

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 11/06/2018, the Department notified the following employee organizations of this PSC/RFP request:
Stationary Engineers, Local 39**

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# 44609 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Tuesday, November 06, 2018 2:51 PM
To: Lubamersky, Joan (ADM); MRainsford@Local39.org; grojo@Local39.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44609 - 18/19

RECEIPT for Union Notification for PSC 44609 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 44609 - 18/19 for \$1,820,000 for Initial Request services for the period 03/01/2019 – 02/28/2024. 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/12099> 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: ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN

Dept. Code: ECN

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

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

Type of Service: Special Tax Consulting Services

Funding Source: Private developer partnerships

PSC Amount: \$500,000

PSC Est. Start Date: 02/01/2019

PSC Est. End Date 01/31/2024

1. Description of Work

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

The City plans to form new community facilities districts in conjunction with various new, large scale development projects. This will enable us to collect special taxes within these districts and issue bonds. The special tax consultant would provide services to assist with (1) the formation of the districts, (2) the issuance of special tax bonds, and/or (3) the annual administration of the districts, by performing some or all of the following tasks:

For phase (1), the formation of the districts, the consultant would assist with tax structuring recommendations and calculating preliminary tax amounts. For phase (2), the issuance of special tax bonds, the consultant would assist with bond sizing and the preparation of detailed taxation procedures, maps, tax liens, and other specialized documents required for the formation of the districts. For phase (3) the administration of the districts, the consultant would assist with collecting and reviewing development information on an annual basis; preparing annual reports, calculating tax levies, monitoring compliance and delinquent payments, preparing annual disclosure documents, and responding to taxpayer inquiries.

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

The new community facilities districts (CFDs) will enable the City to collect millions of dollars in additional tax revenue each year. Complex technical expertise is needed to form and administer these special districts, as well as to issue the associated bonds. Without this work, the City would forego the extra tax revenue and associated bond funding. Although the Controller's Office has issued past contracts for this kind of CFD work, the Office of Economic and Workforce Development (OEWD) will hold this particular contract because OEWD is leading the City's involvement in the development projects where the CFDs will be formed and OEWD has access to a reimbursement mechanism for this consultant work (existing reimbursement agreements with the projects' developers). A five-year term is requested because the full scope of setting up CFDs will take more than five years for each development project. For example, one project will begin negotiating general CFD terms next year, but actual CFD bond issuance will not occur until 2024 at the earliest, because the housing portion must be built in between term negotiation and bond issuance. Ideally this authorization would last longer than five years, but five years is the maximum length of time for the pre-qualified list.

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, this work has required the assistance of special tax consultants, who have typically been under contract with the Controller's Office. For this particular contract, however, OEWD will hold the contract because OEWD is leading the City's involvement in the development projects where the CFDs will be formed and OEWD has access to a reimbursement mechanism for this consultant work (existing reimbursement agreements with the projects' developers).

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.

A five-year term is requested because the full scope of setting up community facilities districts (CFDs) will take more than five years for each development project. For example, one project will begin negotiating general CFD terms next year, but actual CFD bond issuance will not occur until 2024 at the earliest, because the housing portion must be built in between term negotiation and bond issuance. Ideally this authorization would last longer than five years, but five years is the maximum length of time for the pre-qualified list.

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:

The tasks performed under this contract will be required sporadically, with long periods of time between tasks. In addition, these tasks require highly specific skills.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The consultant must be experienced in calculating the appropriate tax rates, revenue projections, and bond sizes for CFDs; designing the processes and methodologies for administering CFDs; advising on the content of CFD formation documents; preparing annual compliance reports. This requires highly specialized knowledge of CFD-specific processes and accounting.

B. Which, if any, civil service class(es) normally perform(s) this work? 0933, Manager V;

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?

We consulted with the Controller's Office (Office of Public Finance) to find out how they perform this work, and we learned that they also contract it out. Please refer to contract numbers PSC 4029-11/12, PSC37566-14/15, and PSC 44746-17/18.

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

A. Explain why civil service classes are not applicable.

The tasks performed under this contract will be required sporadically, with long periods of time between tasks. In addition, these tasks require highly specific skills.

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, because the tasks performed under this contract are required sporadically, with long periods of time between tasks, and they also require highly specific skills.

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. While the selected Contractor will interface with City staff, this scope of work will not include the delivery 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 11/07/2018, the Department notified the following employee organizations of this PSC/RFP request:
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: Marissa Bloom Phone: 415-701-4887 Email: marissa.bloom@sfgov.org

Address: 1 South Van Ness, 5th Floor San Francisco, CA, 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45823 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

11/7/2018

Mail - jenny.collins@sfgov.org

Receipt of Notice for new PCS over \$100K PSC # 45823 - 18/19

dhr-psccordinator@sfgov.org on behalf of marissa.bloom@sfgov.org

Wed 11/7/2018 10:42 AM

To: Bloom, Marissa (ECN) <marissa.bloom@sfgov.org>; Christina@sfmea.com <Christina@sfmea.com>; staff@sfmea.com <staff@sfmea.com>; Collins, Jenny (ECN) <jenny.collins@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>;

RECEIPT for Union Notification for PSC 45823 - 18/19 more than \$100k

The ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN has submitted a request for a Personal Services Contract (PSC) 45823 - 18/19 for \$500,000 for Initial Request services for the period 02/01/2019 – 01/31/2024. 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/12125> 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 HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM Dept. Code: HOM

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

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

Type of Service: Continuum of Care Planning and Technical Assistance

Funding Source: local, state, or federal funding

PSC Amount: \$2,145,000 PSC Est. Start Date: 01/01/2019 PSC Est. End Date: 12/31/2025

1. Description of Work

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

On behalf of the City and County of San Francisco, the Department of Homelessness and Supportive Housing (HSH), in conjunction with the Local Homeless Coordinating Board (LHCB), must submit an annual comprehensive Notice of Funding Availability (NOFA) application to the U.S. Department of Housing and Urban Development (HUD) for Continuum of Care (CoC) Homeless Assistance Grant funds. The application requires grant-writing, strategic planning, program assessment, and evaluation assistance.

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

CoC grant funds are a key source of funding for the City and County of San Francisco's homeless services. In 2017, San Francisco received more than \$41 million in federal funding, which funded 56 projects including 47 permanent supportive housing projects, 4 rapid-rehousing projects, transitional housing project, HMIS projects, and a coordinated entry project. Failure to receive federal CoC funding would significantly impair the County's ability to achieve its goal to prevent homelessness when possible and to make it rare, brief and onetime.

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 previously awarded through competitive RFP processes administered by the Human Services Agency (HSA). The resulting agreement was authorized by the Civil Service Commission through PSC#2004-08/09. The services were transitioned to HSH upon its creation as a new agency in FY16-17. HSH is requesting its own authority to procure these services through a competitive RFP process.

D. Will the contract(s) be renewed?

It may be renewed based on Department needs and Contractor performance.

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 awarded contract will have a 3-year initial term, with the option to extend the term for an additional 3-year period, subject to annual availability of funds, satisfactory contractor performance, and the Department's need.

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).

B. Explain the qualifying circumstances:

The services were originally procured through competitive RFP processes administered by the Human Services Agency (HSA) and then by the newly formed Department of Homelessness and Supportive Housing (HSH), respectively. The original Agreement was authorized through the Civil Service Commission through PSC 2004-08/09. HSH is requesting its own authority to procure these services. HSA has discontinued use of PSC 2006-08/09 necessitating this request.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: At least three years of federal grant writing and submission experience, including successful federal grant award applications and technical assistance with public agencies in a similar capacity in the immediate past five years. Completion of three similar grant writing and submission applications in the past five years.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II;
- 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, as there are a limited number of City departments that have expertise in HUD and CoC requirements.

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

- A. Explain why civil service classes are not applicable.
These are highly specialized services per the years of experience and scope of work required. There are no existing civil service classifications that can provide 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. No, as these services are highly specialized, require extensive experience with HUD and CoC requirements, and are short in duration.

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 will not be provided to City 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. It is possible that the incumbent contractor will be selected through the RFP process.

7. **Union Notification:** On 10/01/2018, the Department notified the following employee organizations of this PSC/RFP request:
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: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 1360 Mission St, Ste. 200 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42167 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of monique.colon@sfgov.org
To: [Colon, Monique \(HOM\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Colon, Monique \(HOM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Colon, Monique (HOM); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Colon, Monique (HOM); DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 42167 - 18/19
Date: Monday, October 01, 2018 12:37:47 PM

RECEIPT for Union Notification for PSC 42167 - 18/19 more than \$100k

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a request for a Personal Services Contract (PSC) 42167 - 18/19 for \$2,145,000 for Initial Request services for the period 01/01/2019 -- 12/31/2025. 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/12018> 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)

Incumbent's current contract, expiring 12/31/2018

CITY AND COUNTY OF SAN FRANCISCO

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

HOMEBASE/THE CENTER FOR COMMON CONCERNS, INC.

THIS GRANT AGREEMENT (this "Agreement") is made this **1st** day of **December, 2017**, in the City and County of San Francisco, State of California, by and between **Homebase/The Center for Common Concerns, Inc., 870 Market Street, Suite 1228, San Francisco, CA 94102** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, the Agency has entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD") to receive McKinney-Vento Homeless Assistance Act funds and to administer the distribution of the funds to recipients; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined), for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined) and summarized briefly as follows:

To provide grant-writing, strategic planning, program assessment and evaluation services related to the annual U.S. Department of Housing and Urban Development Continuum of Care Homeless Assistance Grant that is part of the federal McKinney-Vento Homeless Act; and

WHEREAS, the Grant is funded with Federal dollars, CFDA # 14.235; and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Agency**” shall mean the Department of Homelessness and Supportive Housing

(c) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) “**Budget**” shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

(e) “**Charter**” shall mean the Charter of City.

(f) “**Controller**” shall mean the Controller of City.

(g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A

(h) “**Event of Default**” shall have the meaning set forth in Section 11.1.

(i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

(k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).

(l) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(m) “**Grant Plan**” shall have the meaning set forth in Appendices A and B.

(n) “**HRC**” shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean “**CMD**” or the Contract Monitoring Division of the City.

(o) “**Indemnified Parties**” shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) “Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) “Publication” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

(r) “Contractor” shall mean “Grantee” as certain City Contracting requirements also apply to Grants of the City of San Francisco.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations

hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) **December 1, 2017** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **December 31, 2018**.

ARTICLE 4
IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

4.4 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant funds.

The amount of the Grant Funds disbursed hereunder shall not exceed **THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000)** for the period from **December 1, 2017 to December 31, 2018, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to THIRTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500) for the period from December 1, 2017 to December 31, 2018, may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **THREE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$357,500)** for the period from **December 1, 2017 to December 31, 2018.**

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies and procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Appendix B and defined as eligible expenses in 2 CFR Part 200 Subpart E, Cost Principles, if the source of funding for this program is Federal, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail or by Automated Clearing House (ACH) payments authorized by the City Controller's Office in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each month for the term of the grant.

5.4 State or Federal Funds:

(a) Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement or any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) **Single Audit Requirements.** Grantees that expend \$750,000 or more in a fiscal year that began after December 26, 2014 from any and all Federal awards shall have a single audit conducted in each of those fiscal years accordance with 2 CFR Part 200 Subpart F . Grantees that expend less than \$750,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office, and are still subject to other audit requirements as specified in 2 CFR Subpart F §200.501

(c) **Grant Terms.** The funding for this agreement is provided in full or in part by a Federal or State grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements may be found in Appendices A, G, H, I. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in state or federal assistance programs. Grantee acknowledges that this certification of eligibility to receive state or federal funds is a material term of the Agreement.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, on or before the date of this Agreement, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, and in compliance with 2 CFR Part 200 Subpart F, as applicable.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, and its Federal and State funders, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims; Monetary Penalties. Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

6.9 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as

defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Article 6.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3. Earned Income Credit (EIC) Forms. Reserved

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City or City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof).

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to

which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON GRANT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

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

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

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and County of San Francisco, its officers, agents and employees.

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

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors on the City premises.

10.10 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If

insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

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

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

(h) **Failure to Protect Private Information.** Grantee discloses information it is required to protect under Section 12.1.

11.2 Termination for Convenience

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Grantee 30 day written notice of termination. The notice shall specify the date on which termination shall become effective.

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

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

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

(3) Terminating all existing orders and subgrants.

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

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

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

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

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

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

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

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

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

(d) In no event shall City be liable for costs incurred by Grantee or any of its subgrantees after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

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

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

11.3 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently

disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Protection of Private Information.

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

(b) **Protected Social Service and Personal Health Information.** Contractor, all subgrantees, and all agents and employees of Contractor and any subgrantee shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subgrantees or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

(c) **Proprietary and Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that grants, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking grants, shall be open to inspection immediately after a grant has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a grant or other benefit until and unless that person or organization is awarded the grant or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. For the term of the Agreement, Grantee shall within one hundred twenty (120) days after the end of Grantee's fiscal year end provide to City annual financial statements for the Project certified by the Grantee as complete and accurate and audited by an independent accounting firm. The Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on

the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantees or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subcontractor shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent grantee and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Agency or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable

under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City: San Francisco Department of Homelessness and Supportive Housing
Contract Division
P.O. Box 427400
San Francisco, CA 94120-7400
Facsimile No: 415.355.5288

If to Grantee: Homebase/The Center for Common Concerns
870 Market Street, Suite 1228
San Francisco, CA 94102
Attn: Marty Fleetwood
Email: marty@homebaseccc.org
Telephone: 415.788.7961 x 312

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via

facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Reserved (Local Business Enterprise Utilization; Liquidated Damages).

16.2 Nondiscrimination; Penalties.

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

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Grant Agreement.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Grants and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

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

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

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee, must be accessible to the disabled public. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Grantee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition

on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

Chapter 21-100 Nondiscrimination in State and Federally Assisted Programs require that Grantees administer their program(s) in a nondiscriminatory manner and in compliance with civil rights obligations and to accommodate non-English-speaking or limited-English-proficient individuals and individuals with disabilities or impairments. At a minimum, grantees must provide the following:

- Procedures for informing clients of their civil rights under Chapter 21-100;
- Policies and procedures for handling complaints filed with or against a Grantee;
- Policies and procedures that ensure Grantees accommodate individuals with hearing impairments, visual impairments and other disabilities;
- Policies and procedures that ensure that Grantees provide appropriate language services, including a breakdown of bilingual/interpreter staff and a description of how written information is communicated to non-English speaking clients; and
- Policies and procedures for ensuring that Grantee staff are adequately trained in the requirements of Chapter 21 under California Department of Social Services standards.

16.8. Requiring Minimum Compensation for Covered Employees

(a) Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

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

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

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

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

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

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

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

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

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

must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

16.10 First Source Hiring Program.

(a) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

(b) **First Source Hiring Agreement.** As an essential term of, and consideration for, any grant or property grant with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the grant or property grant. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to

participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of grants and property grants handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City grant or property grant has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy grants.

(c) **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

(d) **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

(e) **Liquidated Damages.** Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of grants based on violations of grant provisions required by this Chapter as set forth in this section;

(3) That the Contractor's commitment to comply with this Chapter is a material element of the City's consideration for this grant; that the failure of the Contractor to comply with the grant provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the Contractor from the first source hiring process, as determined by the FSHA during its first investigation of a Contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a Contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the Contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a Contractor to comply with its first source referral contractual obligations.

(6) That the failure of Contractors to comply with this Chapter, except property Contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the grant or at law; and violation of the requirements of Chapter 83 is

subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

(f) **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City grant for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

16.13 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or

disciplinary power over a minor under his or her care. If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its grant with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 Public Access to Meetings and Records. If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.15 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of

this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(d) Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

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

16.17 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

16.18 Reserved (Slavery Era Disclosure).

16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

16.20 Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subgrantees of Grantee, will be paid unless the provider received advance written approval from the City Attorney.

16.21 Additional Requirements for Federally-Funded Awards

- 1) The Grantee shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- 2) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if the Grantee
 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or

- c. Uses forced labor in the performance of the award or sub-awards under the award.

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

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

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of the Agency who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Services to be Provided
- Appendix B, Budget
- Appendix C, Method of Payment
- Appendix D, Interests in Other City Grants
- Appendix E, Permitted Subcontractors
- Appendix F, Dispute Resolution Procedure
- Appendix G, Federal Requirements For Subrecipients
- Appendix H, HUD Subrecipient Agreement
- Appendix I, Additional Federal Requirements

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

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

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties.
Section 6.8	Ownership of Results.
Article 7	Taxes.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded

professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

Step 1 The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 Services During a City-Declared Emergency. In case of an emergency that affects the San Francisco Bay Area, Grantee will make a good faith effort to continue to provide services to the Department's clients on a priority basis. Contactor shall provide fair prices for services that may not be covered under the awarded grant but are necessary as a direct result of the City-declared emergency. Grantee will document the expenses incurred and submit a prompt request for payment to the Department.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.


CITY

GRANTEE:

DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

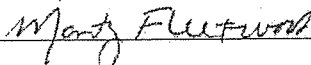
By:

 5/31/18
Date

Jeff Kositsky
Director
Department of Homelessness and
Supportive Housing

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

HOME BASE/THE CENTER FOR
COMMON CONCERNS

By:  5-22-18
Date

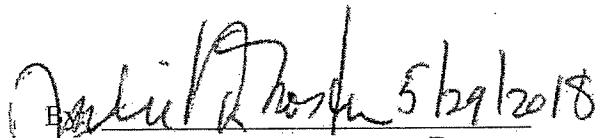
Marty Fleetwood
Executive Director
870 Market Street, Suite 1228
San Francisco, CA 94102

Phone: 415-788-7961 x 312

Federal Tax ID #: 94-3148303
City Vendor Number: 47566
DUNS Number : 825282437

Approved as to Form:

Dennis J. Herrera
City Attorney

 5/29/2018
Date
Anne Pearson
Deputy City Attorney

Appendix A: Services to be Provided
by
HomeBase/ The Center for Common Concerns, Inc.
Continuum of Care Planning and Technical Assistance
Term Period December 1, 2017 to December 31, 2018

I. Purpose of Grant

The purpose of the grant is to provide technical writing expertise, consulting services, project support, program oversight, and community process facilitation for San Francisco's Continuum of Care (CoC).

II. Definitions

CoC	Continuum of Care, a geographically based group of stakeholders that carries out the planning responsibilities of the Continuum of Care program, including housing and services for homeless persons
CoC Grant	Federal Continuum of Care grant program stressing permanent solutions to homelessness
HEARTH	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009
HSH	Department of Homelessness and Supportive Housing
HUD	U.S. Department of Housing and Urban Development
LHCB	San Francisco Local Homeless Coordinating Board, the Continuum of Care governing body formed by San Francisco Board of Supervisors Resolution 208-05
McKinney Vento	The McKinney-Vento Homeless Assistance Act – the primary Federal law to address homelessness
NOFA	Notice of Funding Availability from the U.S. Department of Housing and Urban Development
Online Navigation and Entry (ONE) System	A real-time data entry system for tracking vacancies in, referrals to, placements in, and exits from permanent supportive housing

III. Description of Services

Grantee shall provide up to 2,255 hours of technical writing and consulting services during the term of the grant.

The following tasks shall be completed:

1. Design and facilitate a streamlined process to prepare and submit the response to the HUD CoC NOFA. (Funding Source: General Fund)
 - a. Design the priority scoring factors and scoring process for the CoC NOFA
 - i. Develop proposal scoring instrument by facilitating three to four community meetings of the LHCB Funding Committee to revise the local scoring instruments and improve the process used to rank projects and develop the Priority List, informed by HUD policy.
 - ii. Make recommendations regarding structure of project application funding process and design and facilitate an efficient and effective scoring process reflecting community priorities and maximizing the community's competitiveness for funding, by: developing tools and procedures to support application process, providing written manuals and web-based training to panelists prioritizing projects and reviewing appeals, and communicating clearly with all relevant stakeholders.
 - b. Facilitate the Review and Rank process for the CoC NOFA
 - i. Provide comprehensive written guidance on the NOFA and related HUD guidance to support HSH staff, providers, LHCB and other community stakeholders, which may include, for example: a timeline and ongoing guidance for HSH staff, materials to support LHCB in making strategic decisions to develop the priority list, scoring and processes; and/or a comprehensive handbook for provider staff to support completing project applications
 - ii. Prepare materials for and conduct a Bidders Conference and/or in-person training tailored for San Francisco HSH subrecipients, direct recipients, and new CoC applicants to support the application process
 - iii. Create and implement a process to answer applicant questions in a streamlined and responsive way, which may include: group trainings, drop-in clinics, or phone/email support
 - iv. Review all project proposals for technical accuracy and communicate with applicants to correct deficiencies
 - v. Review and provide feedback on information HSH collects and prepares for submission to HUD, including data submitted throughout the year that is associated with the CoC Application (e.g. Point-in-Time Count data, Grants Inventory Worksheet, Annual Performance Reports)
 - c. Other design and facilitation services, as needed
2. Collect data, draft, and submit CoC consolidated application. (Funding Source: General Fund)

- a. Gather and create information and plans to support content of the CoC Application
 - i. Design and facilitate local process leading to preparation and submission of the consolidated CoC application
 - ii. Gather and analyze information for the CoC application to ensure the CoC application reflects the full spectrum of San Francisco's strengths in serving homeless individuals and families and responds to HUD's evolving review and scoring priorities
 - iii. Work with LHCB to create annual plans and report on performance outcomes as required to respond to CoC application
 - b. Write CoC Application, in partnership with HSH staff
 - i. Work with HSH Staff to write and submit CoC NOFA Application, including outlining a timeline for writing, editing, and review for the CoC Application, to ensure adequate time for key HSH staff, the LHCB, and other key stakeholders to provide information, comments and corrections prior to submission
 - c. Other data and drafting services, as needed
3. Review and evaluate program performance. (Funding Source: McKinney Admin)
- a. Collect information about project performance from programs and HSH
 - b. Evaluate project performance and service levels (e.g. with PRESTO web-based database)
 - c. Create written summaries of program performance to support optimization of program-level and system-level functioning
4. Provide technical assistance related to federal regulations (Funding Source: McKinney Admin)
- a. Provide training and technical assistance in a variety of formats to CoC, HSH, CoC recipients and other stakeholders
 - i. Provide HUD policy analysis, annual planning, and year-round implementation by monitoring changes to HUD policy and guidance and other important federal and state regulations, best practices for implementing these changes, and innovative and promising approaches to ending homelessness, and providing analysis, memos, training materials, and recommendations year-round.
 - ii. Support year-round implementation and system strengthening through a variety of strategies, which may include expert facilitation for community meetings
 - iii. Provide one-on-one technical assistance for grant recipients and the CoC on topics relating to CoC program requirements and HUD policy, including, for example, regarding reporting requirements
 - iv. Develop and distribute written guidance on HUD policy, resources, and requirements for HSH, LHCB and other CoC stakeholders, as relevant

- v. Conduct group program training to respond to HUD requirements, HUD policy priorities, or best practices
 - vi. Facilitate or present at LHCB and committee meetings to strengthen the community's implementation of HUD requirements and improve the homeless system of care.
- b. Obtain client feedback
 - i. Design and implement methods to obtain client feedback on client needs, and system/program level gaps and functioning, which may include: individual surveys and interviews, focus groups, tool testing, and/or advisory councils.
 - c. Other CoC technical assistance services, as needed

IV. Service Objectives

Grantee shall:

- A. Develop and execute a streamlined NOFA application process that aligns with HUD goals (e.g. HEARTH performance measures) and make best use of CoC resources, including analyzing funded activities, community needs, and current policies (reported monthly).
- B. Collect data, draft, and submit the San Francisco CoC NOFA Application.
- C. Provide comprehensive technical assistance related to the CoC Application and federal regulations, including:
 - 1. Responding to 100 percent of requests for assistance from HSH and project staff on implementing federal requirements and best practices;
 - 2. Attending or facilitating LHCB and committee meetings and other convenings;
 - 3. Creating and distributing written guidance and/or presentations, trainings or other as requested by HSH staff;
 - 4. Design and implementing methods to obtain client feedback.

V. Outcome Objectives

Grantee shall assist with:

- A. Continued Growth of CoC Program Funding (as feasible within future federal funding allocation) through:
 - 1. Submission of a competitive annual CoC NOFA Application to HUD; and
 - 2. Implementation of a transparent, innovative CoC project application, review and priority listing process with a focus on objective performance outcomes and compliance with federal and community priorities, and inclusion of new project applications that optimize the CoC's available funding, and strengthen San Francisco's funding competitiveness and overall system performance.

VI. Reporting Requirements

Grantee shall:

- A. Report on HUD CoC NOFA award results annually, and conduct one or more debriefing sessions to analyze performance on the CoC application and lead community meetings to solicit feedback on improving future performance;
- B. Generate evaluation reports (PRESTO reports) for each CoC-funded program. Reports will consolidate data from HUD Annual Performance Reports (APRs) and the ONE System with other information gathered by HomeBase, providing HSH and the LHCB to evaluate program outcomes and contribution to system performance;
- C. Meet bi-weekly with HSH staff, or as otherwise requested, in order to align activities and performance outcomes, evaluate progress, and ensure HomeBase is completing scope of services consistent with desired objectives;
- D. Provide a monthly report of activities, referencing the tasks as described in above Service and Outcome Objectives, in its invoice;
- E. Enter the following monthly metrics in the Contracts Administration, Reporting, and Billing Online (CARBON) database by the 15th of the following month, including the amount of time spent on each task specified in Appendix A;
- F. Provide ad hoc reports as requested by HSH.

For assistance with reporting requirements or submission of reports, contact:

Monique Colón
Contract Manager
Monique.Colon@sfgov.org

or

Charles Minor
Program Manager
Charles.Minor@sfgov.org

VII. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review

of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Appendix B: Program Budget

GENERAL FUND

TASK 1: Design and facilitate a streamlined process to prepare and submit the response to the HUD CoC NOFA

Personnel	Hourly Rate	Task	Number of Hours Per Yr.	Year 1 Amount	Totals
Project Directors	\$ 135.00	SUBTASK 1A: Design the priority scoring factors and scoring process for the CoC NOFA	24	\$ 3,240.00	\$ 3,240.00
Project Directors	\$ 135.00	SUBTASK 1B: Facilitate the Review and Rank process for the CoC NOFA	150	\$ 20,250.00	\$ 20,250.00
Project Directors	\$ 135.00	SUBTASK 1C: As needed	26	\$ 3,510.00	\$ 3,510.00
Project Assistants	\$ 72.00	SUBTASK 1A: Design the priority scoring factors and scoring process for the CoC NOFA	28	\$ 2,016.00	\$ 2,016.00
Project Assistants	\$ 72.00	SUBTASK 1B: Facilitate the Review and Rank process for the CoC NOFA	178	\$ 12,816.00	\$ 12,816.00
Project Assistants	\$ 72.00	SUBTASK 1C: As needed	9	\$ 648.00	\$ 648.00
Project Support	\$ 65.00	SUBTASK 1A: Design the priority scoring factors and scoring process for the CoC NOFA	3	\$ 195.00	\$ 195.00
Project Support	\$ 65.00	SUBTASK 1B: Facilitate the Review and Rank process for the CoC NOFA	6	\$ 390.00	\$ 390.00
Project Support	\$ 65.00	SUBTASK 1C: As needed	5	\$ 325.00	\$ 325.00
Totals			429	\$ 43,390.00	\$ 43,390.00
Fringe Benefits @ 20.1%				\$ 8,721.39	\$ 8,721.39
Total Personnel Costs				\$ 52,111.39	\$ 52,111.39
Direct Costs:					\$
-Supplies, Travel, Duplication, Tele-communications, Postage, Reports				\$ 1,801.65	\$ 1,801.65
Total Personnel and Direct Costs				\$ 53,913.04	\$ 53,913.04
Indirect Rate @15%				\$ 8,086.96	\$ 8,086.96
Total Costs Task 1				\$ 62,000.00	\$ 62,000.00

Appendix B: Program Budget

GENERAL FUND

TASK 2: Collect data, draft, and submit CoC consolidated application.

Personnel	Hourly Rate	Task	Number of Hours Per Yr.	Year 1 Amount	Totals
Project Directors	\$ 135.00	SUBTASK 2A: Gather and create information and plans to support content of the CoC Application.	70	\$ 9,450.00	\$ 9,450.00
Project Directors	\$ 135.00	SUBTASK 2B: Write CoC Application, in partnership with HSH staff.	36	\$ 4,860.00	\$ 4,860.00
Project Directors	\$ 135.00	SUBTASK 2C: As needed	14	\$ 1,890.00	\$ 1,890.00
Project Assistants	\$ 72.00	SUBTASK 2A: Gather and create information and plans to support content of the CoC Application.	104	\$ 7,488.00	\$ 7,488.00
Project Assistants	\$ 72.00	SUBTASK 2B: Write CoC Application, in partnership with HSH staff.	47	\$ 3,384.00	\$ 3,384.00
Project Assistants	\$ 72.00	SUBTASK 2C: As needed	10	\$ 720.00	\$ 720.00
Project Support	\$ 65.00	SUBTASK 2A: Gather and create information and plans to support content of the CoC Application.	4	\$ 260.00	\$ 260.00
Project Support	\$ 65.00	SUBTASK 2B: Write CoC Application, in partnership with HSH staff.	5	\$ 325.00	\$ 325.00
Project Support	\$ 65.00	SUBTASK 2C: As needed	3	\$ 195.00	\$ 195.00
Totals			293	\$ 28,572.00	\$ 28,572.00
Fringe Benefits @ 20.1%				\$ 5,742.97	\$ 5,742.97
Total Personnel Costs				\$ 34,314.97	\$ 34,314.97
Direct Costs:					
-Supplies, Travel, Duplication, Tele-communications, Postage, Reports				\$ 467.64	\$ 467.64
Total Personnel and Direct Costs				\$ 34,782.61	\$ 34,782.61
Indirect Rate @ 15%				\$ 5,217.39	\$ 5,217.39
Total Costs Task 2				\$ 40,000.00	\$ 40,000.00

Appendix B: Program Budget

MCKINNEY ADMIN

TASK 3: Review and evaluate program performance.

Personnel	Hourly Rate	Task	Number of Hours Per Yr.	Year 1 Amount	Totals
Project Directors	\$ 135.00	Review and evaluate program performance.	320	\$ 43,200.00	\$ 43,200.00
Project Assistants	\$ 72.00	Review and evaluate program performance.	354	\$ 25,488.00	\$ 25,488.00
Project Support	\$ 65.00	Review and evaluate program performance.	15	\$ 975.00	\$ 975.00
Totals			689	\$ 69,663.00	\$ 69,663.00
 fringe Benefits @ 20.1%				\$ 14,002.26	\$ 14,002.26
Total Personnel Costs				\$ 83,665.26	\$ 83,665.26
Direct Costs:					
-Supplies, Travel, Duplication, Tele-communications, Postage, Reports				\$ 3,291.26	\$ 3,291.26
Total Personnel and Direct Costs				\$ 86,956.52	\$ 86,956.52
Indirect Rate @15%				\$ 13,043.48	\$ 13,043.48
Total Costs Task 3				\$ 100,000.00	\$ 100,000.00

Appendix B: Program Budget

MCKINNEY ADMIN

TASK 4: Providing technical assistance related to federal regulations

Personnel	Hourly Rate	Task	Number of Hours Per Yr.	Year 1 Amount	Totals
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SUBTASK 4A: Provide training and technical assistance in a variety of formats to CoC,					
Project Directors	\$ 135.00	HSH, CoC recipients and other stakeholders.	290	\$ 39,150.00	\$ 39,150.00
Project Directors	\$ 135.00	SUBTASK 4B: Obtain client feedback.	100	\$ 13,500.00	\$ 13,500.00
Project Directors	\$ 135.00	SUBTASK 4C: As Needed.	44	\$ 5,940.00	\$ 5,940.00

SUBTASK 4A: Provide training and technical assistance in a variety of formats to CoC,					
Project Assistants	\$ 72.00	HSH, CoC recipients and other stakeholders.	245	\$ 17,640.00	\$ 17,640.00
Project Assistants	\$ 72.00	SUBTASK 4B: Obtain client feedback.	85	\$ 6,120.00	\$ 6,120.00
Project Assistants	\$ 72.00	SUBTASK 4C: As Needed.	30	\$ 2,160.00	\$ 2,160.00

SUBTASK 4A: Provide training and technical assistance in a variety of formats to CoC,					
Project Support	\$ 65.00	HSH, CoC recipients and other stakeholders.	15	\$ 975.00	\$ 975.00
Project Support	\$ 65.00	SUBTASK 4B: Obtain client feedback.	25	\$ 1,625.00	\$ 1,625.00
Project Support	\$ 65.00	SUBTASK 4C: As Needed.	10	\$ 650.00	\$ 650.00
Totals			844	\$ 87,760.00	\$ 87,760.00

Fringe Benefits @ 20.1%	\$			\$ 17,639.76	\$ 17,639.76
Total Personnel Costs	\$			\$ 105,399.76	\$ 105,399.76

Direct Costs:

-Supplies, Travel, Duplication, Telecommunications, Postage, Reports	\$			\$ 1,556.76	\$ 1,556.76
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Total Personnel and Direct Costs	\$			\$ 106,956.52	\$ 106,956.52
Indirect Rate @15%	\$			\$ 16,043.48	\$ 16,043.48
Total Costs Task 4	\$			\$ 123,000.00	\$ 123,000.00

General Funds Summary

Personnel / Rate	Task	Number of Hours 12/1/17 - 6/30/18	Budget 12/1/17- 6/30/18	Number of Hours 7/1/18 - 12/31/18	Budget 7/1/18- 12/31/18	Number of Hours Totals	Budget Totals
Project Directors / \$135	1A	24	\$ 3,240.00	0	\$ -	24	\$ 3,240.00
	1B	45	\$ 6,075.00	105	\$ 14,175.00	150	\$ 20,250.00
	1C	26	\$ 3,510.00	0	\$ -	26	\$ 3,510.00
	2A	4	\$ 540.00	66	\$ 8,910.00	70	\$ 9,450.00
	2B	0	\$ -	36	\$ 4,860.00	36	\$ 4,860.00
	2C	0	\$ -	14	\$ 1,890.00	14	\$ 1,890.00
Project Assistants / \$72	1A	28	\$ 2,016.00	0	\$ -	28	\$ 2,016.00
	1B	53	\$ 3,816.00	125	\$ 9,000.00	178	\$ 12,816.00
	1C	9	\$ 648.00	0	\$ -	9	\$ 648.00
	2A	0	\$ -	104	\$ 7,488.00	104	\$ 7,488.00
	2B	0	\$ -	47	\$ 3,384.00	47	\$ 3,384.00
	2C	0	\$ -	10	\$ 720.00	10	\$ 720.00
Project Support / \$65	1A	3	\$ 195.00	0	\$ -	3	\$ 195.00
	1B	2	\$ 130.00	4	\$ 260.00	6	\$ 390.00
	1C	5	\$ 325.00	0	\$ -	5	\$ 325.00
	2A	0	\$ -	4	\$ 260.00	4	\$ 260.00
	2B	0	\$ -	5	\$ 325.00	5	\$ 325.00
	2C	0	\$ -	3	\$ 195.00	3	\$ 195.00
Total Staff		199	\$ 20,495.00	523	\$ 51,467.00	722	\$ 71,962.00
Fringe Benefits @ 20.1%			\$ 4,119.50		\$ 10,344.87		\$ 14,464.36
Total Personnel Costs			\$ 24,614.50		\$ 61,811.87		\$ 86,426.36
Direct Costs: -Supplies, Travel, Duplication, Tele-communications, Postage, Reports			\$ 1,134.65		\$ 1,134.65		\$ 2,269.29
Total Personnel and Direct Costs			\$ 25,749.14		\$ 62,946.51		\$ 88,695.65
Indirect Rate @ 15%			\$ 3,862.37		\$ 9,441.98		\$ 13,304.35
Total General Funds Costs			\$ 29,611.51		\$ 72,388.49		\$ 102,000.00

McKinney Admin Funds Summary

Personnel / Rate	Task	Number of Hours 12/1/17 - 6/30/18	Budget 12/1/17- 6/30/18	Number of Hours 7/1/18 - 12/31/18	Budget 7/1/18- 12/31/18	Number of Hours Totals	Budget Totals
Project Directors / \$135	3 - Review and Evaluate Program Performance	320	\$ 43,200.00	0	\$ -	320	\$ 43,200.00
	4A	118	\$ 15,930.00	172	\$ 23,220.00	290	\$ 39,150.00
	4B	13	\$ 1,755.00	87	\$ 11,745.00	100	\$ 13,500.00
	4C	0	\$ -	44	\$ 5,940.00	44	\$ 5,940.00
Project Assistants / \$72	Review and Evaluate Program Performance	354	\$ 25,488.00	0	\$ -	354	\$ 25,488.00
	4A	181	\$ 13,032.00	64	\$ 4,608.00	245	\$ 17,640.00
	4B	9	\$ 648.00	76	\$ 5,472.00	85	\$ 6,120.00
	4C	0	\$ -	30	\$ 2,160.00	30	\$ 2,160.00
Project Support / \$65	3 - Review and Evaluate Program Performance	15	\$ 975.00	0	\$ -	15	\$ 975.00
	4A	11	\$ 715.00	4	\$ 260.00	15	\$ 975.00
	4B	0	\$ -	25	\$ 1,625.00	25	\$ 1,625.00
	4C	0	\$ -	10	\$ 650.00	10	\$ 650.00
Total Staff		1021	\$ 101,743.00	512	\$ 55,680.00	1533	\$ 157,423.00
Fringe Benefits @ 20.1%			\$ 20,450.34		\$ 11,191.68		\$ 31,642.02
Total Personnel Costs			\$ 122,193.34		\$ 66,871.68		\$ 189,065.02
Direct Costs: -Supplies, Travel, Duplication, Tele-communications, Postage, Reports			\$ 2,424.01		\$ 2,424.01		\$ 4,848.02
Total Personnel and Direct Costs			\$ 124,617.35		\$ 69,295.69		\$ 193,913.04
Indirect Rate @ 15%			\$ 18,692.60		\$ 10,394.35		\$ 29,086.96
Total General Funds Costs			\$ 143,309.96		\$ 79,690.04		\$ 223,000.00

Appendix C – Method of Payment

- I. In accordance with Section 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSH within 15 days after the month of service to SFHSH's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at:
<https://contracts.sfhsa.org>

Grantee may submit bills, invoices and related documentation in the format specified by SFHSH via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at:
http://www.paymode.com/city_countyofsanfrancisco
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Grantee shall notify the Department of Homelessness and Supportive Housing (HSH) Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant, unless otherwise approved in writing per HSH Invoicing and Contract Modification policy.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved grant budget or modification)
 2. Expenses for invoice period
 3. Expenses year-to-date
 4. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 7. Program income when specified in the grant agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.

E. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to non-reoccurring expenses.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency: Federal CFDA or other Identification #: 14.235

1. _____
2. _____
3. _____
4. _____

VI. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSH, it will be submitted with the final report.

VII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the grant is certified, the Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
3. Final invoice from the preceding fiscal year must be received prior to advance distribution.

VIII. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.

Appendix D-Interests In Other City Grants

**Subgrantees must also list their interests in other City contracts

City Department or Commission	Date of Grant	Amount of Grant
San Francisco MOHCD	10/1/2016 – 6/30/2017	\$102,500

Appendix E-Permitted Subcontractors

NOT APPLICABLE

Appendix F – Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who

supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix G

Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds

I. Definitions

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Grant Amendment, and Professional Services Agreement documents.

- A. **City** means the City and County of San Francisco.
- B. **Subaward** means an award provided by a pass-through entity (e.g. the City) to a **Subrecipient** for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.92). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient
 - i. Has programmatic decision-making responsibility within the Scope of Services of the agreement
 - ii. May determine client eligibility for the federal program
 - iii. In accordance with its agreement, uses the Federal funds to carry out all or part of Federal a program, as opposed to providing goods or services to help the City administer the Federal program.
 - iv. See 2 CFR §200.330 for more guidance.
- C. **Third Party Subaward** means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.
- D. **Contract and/or Subcontract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.22). Characteristics of Subcontracts, as opposed to Subawards, include but are not limited that to a **Subcontractor**
 - i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Contract
 - ii. Does not determine client eligibility for the federal program
 - iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.
 - iv. See 2 CFR §200.330 for more guidance.
- E. **Third Party Subcontract** means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

II. Federal Changes

- A. Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal awarding agency or in the Grant Program Guidelines, as they may be

amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this agreement.

III. Requirements for Pass-Through Entities (2 CFR §200.331)

- A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement the Subrecipient shall include
- i. Federal award information as specified in 2 CFR §200.331(a)(1) to the best of its knowledge.
 - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward.
 - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or. If no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);
 - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part; and
 - v. Appropriate terms and conditions concerning closeout of the Subaward.
- B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this agreement, the Subrecipient agrees to
- i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (iii) of this section,
 - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.207 Specific conditions.
 - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations; and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.331(d) and (e) for specific requirements.
 - iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements.

- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.338 Remedies for noncompliance of this part and in program regulations.

IV. Procurement Compliance (2 CFR §200.318 through .326)

- A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following
- B. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding acquisition of duplicative items; awarding contracts only to responsible contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; and maintaining records sufficient to detail the history of procurements.
- C. Providing full and open competition as per 2 CFR § 200.319
- D. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

V. Cost Principles Compliance (2 CFR §200 Subpart E)

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this agreement with the City. This includes but is not limited to compliance with the following
- B. §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - ii. Be incorporated into the official records of the Subrecipient;
 - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100% of compensated activities;
 - iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient's written policy;
 - v. Comply with the established accounting policies and practices of the Subrecipient;

- vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii)).
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100% on the same Federal program, or equivalent documentation as supporting documentation.

VI. Equal Employment Opportunity Compliance (*applicable to all construction agreements awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR §200 Appendix II(c)*)

Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

VII. Davis-Bacon Act Compliance (*applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d)*)

Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

VIII. Copeland Anti-Kickback Act Compliance (*applicable to construction agreements in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d)*)

Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

IX. Contract Work Hours and Safety Standards (*applicable to all agreements awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e)*)

A. Compliance: Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime: No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests (*2 CFR §200 Appendix II(f) and 2 CFR §200.315*)

A. Title to intangible property (see 2 CFR §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this agreement. The Subrecipient must use that property for the

originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 Equipment paragraph (e).

- B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C. The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal government to the City.

XI. Debarment and Suspension (*applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(h)*)

- A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any third party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR §180.220.
- B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at www.sam.gov under Search Records on a regular, but at least annual, basis.

XII. Byrd Anti-Lobbying Certification (*applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(i) and by inclusion, 45 CFR Part 93*)

- A. **Subrecipient hereby certifies**, to the best of his or her knowledge and belief, that
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this agreement, to any person for influencing or attempting to

influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. The person signing this agreement shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by section 1352, title 31, U.S. Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. Single Audit Requirements

Subrecipient shall comply in all respects with 2 CFR §200 Subpart F – Audit Requirements. The Federal expenditures spent under this agreement shall be counted toward the \$750,000 threshold of Federal award expenditures for a Single Audit.

XIV. Incorporation of Uniform Administrative Requirements and Exceptions from Federal Awarding Agencies

- A. The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.

B. Further, all provisions of each Federal Awarding Agency's incorporation of the Uniform Guidance are also hereby incorporated as reference.

- i. US Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions)
- ii. US Department of Housing and Urban Development: (no exceptions or additions)
- iii. US Department of Education: (no exceptions).
- iv. US Department of Agriculture: 2 CFR Part 400

XV. Inclusion of Federal Requirements in Third Party Subawards and Subcontracts

Subrecipient agrees to include all of the above clauses in each Third Party Subaward and Subcontract (Subcontracts shall exclude Requirements for Pass-Through Entities) financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

Appendix H
HUD Subrecipient Agreement

- A. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
- B. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operations of such project;
- C. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- D. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
- E. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
- F. Subrecipient will provide information, such as data and reports, as required by HUD

Appendix I

Federal Requirements: Provisions for Subawards and Subcontracts of Department of Health & Human Services Administration for Children and Families Funds, and Matching Funds to those Federal Funds

- I. In accordance with the provisions of Title V, Subtitle D of Public Law 100-690, the “Drug-Free Workplace Act of 1988,” all grantees and subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment (2 CFR Part 328).
- II. Religious organizations are eligible, on the same basis as any other organization, to participate in federally-funded programs for which they are otherwise eligible. No Subrecipients shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation (45 CFR 87).
- III. Direct Federal grants, subawards, and contracts under these programs shall not be used to support inherently religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs (45 CFR 87).
- IV. In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities used for inpatient drug and alcohol treatment. This language must be included in any subawards that contain provisions for children’s services and that all sub grantees shall certify compliance accordingly.
- V. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). For the full text of the award term, go to: <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>

- VI. In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household consideration are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
- a. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - b. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.
 - c. By “marriage,” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- VII. Unless superseded by program-specific regulations, Federal funds under this award may not be used for construction or purchase of land.
- VIII. To the greatest extent practicable, all equipment and products purchased with Federal funds shall be American-made (Public Law 103-333, Section 507).

Previous RFP for services

pg 1-4

Scope of Work

**City and County of San Francisco
Department of Homelessness and Supportive Housing**

**Request for Proposals #108 Continuum of
Care Planning and Technical Assistance**



Date Issued:	October 25, 2017
Pre-Proposal Conference:	November 13, 2017, Tuesday, 1:30p.m.
Proposal Due:	November 29, 2017, Wednesday, 3:00p.m.

Request for Proposals for Continuum of Care Planning and Technical Assistance

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I. Introduction and Schedule

A. Introduction

The Department of Homelessness and Supportive Housing (HSH), in conjunction with the Local Homeless Coordinating Board (LHCB), must submit a comprehensive Notice of Funding Availability (NOFA) application annually to the U.S. Department of Housing and Urban Development (HUD) for Continuum of Care (CoC) Homeless Assistance Grant funds on behalf of the City and County of San Francisco.

HSH is seeking a qualified individual and/or organization to provide grant-writing, strategic planning, program assessment and evaluation services relating to the annual US Department of Housing and Urban Development Continuum of Care Homeless Assistance Grant that is part of the federal McKinney-Vento Homeless Act. HSH expects to make one award through this procurement process.

The proposed contract work will require that the successful proposer works with HSH to submit a completed CoC NOFA application, which includes the following key tasks:

- Preparing the CoC NOFA Application,
- Collecting and evaluating program information from CoC providers/applicants,
- Provide technical assistance to CoC NOFA applicants,
- Analyze and provide guidance on HUD policies and procedures,
- Presenting HUD policies and procedures updates to the LCHB,
- Develop and implement the review process for CoC NOFA applications,
- Assist HSH staff with HUD annual reporting requirements: Point in Time Count (PIT), Housing Inventory Chart (HIC), Annual Performance Reports (APR) System Performance Measures,
- Provide systematic evaluations of HSH policies and procedures.

The grant agreement shall have an initial term of four years, starting in early 2018. The City shall have the option to extend the term for an additional three-year period, subject to annual availability of funds, satisfactory contractor performance, and the City's need. HSH has the sole, absolute discretion to exercise this option.

B. Schedule

The anticipated schedule for selecting a grantee is as follows:

<u>Proposal Phase</u>	<u>Date</u>
Request for Proposals (RFP) issued by the City	Wednesday, October 25, 2017
Pre-Proposal Conference	Monday, November 13, 2017, 1:30p.m.
Deadline for submission of written questions or request for clarification	Thursday, November 16, 2017, 12:00 noon.
Proposals due	Wednesday, November 29, 2017, 3:00 p.m.

Please note: Schedule dates and times are subject to change with advance notice.

C. Definitions

APR	Annual Performance Reports
CoC	Federal Continuum of Care grant program stressing permanent solutions to homelessness, HEARTH definition: the local group of providers and stakeholders in a community
HDX	Federal Homeless Data Exchange, allows CoCs nationwide to submit Housing Inventory Chart and Point In Time Count data
HEARTH	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009
HIC	Housing Inventory Chart
HMIS	Homeless Management Information System
HSF	San Francisco Department of Homelessness and Supportive Housing
HUD	U.S. Department of Housing and Urban Development (Federal)
LHCB	Local Homeless Coordinating Board
McKinney Vento	The McKinney-Vento Homeless Assistance Act – the primary Federal law to address homelessness
NOFA	Notice of Funding Availability from the U.S. Department of Housing and Urban Development (Federal)
PIT	Point in Time Count (of Homeless Population)

D. Target Population

The Department of Homelessness and Supportive Housing staff, contracted providers, and individuals experiencing homelessness in the City and County of San Francisco.

II. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Respondents should use this description when designing their proposed programs. However, respondents may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected grantee(s) will provide.

Description of Services

1. Preparing and developing a streamlined San Francisco NOFA application process that aligns with HUD goals (e.g. HEARTH performance measures) and applies current policies to make best use of CoC resources, including analyzing funded activities, and community needs.
 - a. Develop and distribute written guidance on HUD requirements to the NOFA application including changes in legislation.
 - b. Prepare and conduct training for HUD grant applicants regarding the application procedures.
 - c. Create CoC provider applicant packets for the NOFA review process.
 - d. Design and implement a user-friendly proposal-scoring instrument
 - e. Design and facilitate a clear, user-friendly scoring process, including preparing application materials for review, leading priority panel training and deliberations, and any appeals panels.
 - f. Gather and analyze information for the annual CoC Application through meetings, surveys, phone calls, and e-mails.
 - g. Work with the LHCB to prepare strategic plans, and report on outcomes as required for the CoC Application.
 - h. Review information collected by HSH, including HSH-prepared drafts of responses and data submitted in HDX and documents developed for the CoC Application.
 - i. Provide in-depth review, editing, and advice to CoC applicants by responding to questions relating to the process, timeline, submission requirements, grant requirements, or other areas via phone, e-mail, or in person assistance. Provide written guidance about submitting project proposals using HUD's system and HUD requirements.
 - j. Review all project proposals for technical accuracy with HUD requirements and communicate with applicants, as needed, to correct deficiencies.
2. Collecting data, drafting and submitting the San Francisco CoC Application.
 - a. Design and facilitate the local process leading to preparation and submission of the consolidated CoC application.
 - b. Make recommendations regarding the structure of the application project funding process after analyzing the following: activities funded across provider programs, the need for those activities, and current policies underlying funding strategies.
 - c. Work with HSH staff to write and submit the CoC NOFA application.
3. Providing technical assistance related to the CoC application and federal regulations, including responding to requests for assistance from HSH staff and creating and distributing written guidance at key milestones and as needed.
 - a. Provide relevant HUD policy analysis, annual planning, and year-round implementation (including HEARTH implementation).
 - b. Provide one-on-one technical assistance for grant recipients and the CoC as needed, on topics related to CoC program requirements and HEARTH.
 - c. Develop and distribute written guidance on HUD requirements, especially changes relating to HEARTH.

- d. Conduct group program training to respond to HUD requirements or issues noted in program evaluations.
- e. Provide written summaries of HUD technical assistance, as needed.
- f. Facilitate or present at certain LHCB meetings to provide HUD updates and information about program requirements.
- g. Design and implement methods to obtain client feedback focusing on:
 - i. Client needs
 - ii. System and/or program level gaps
 - iii. System and/or program level functioning.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Respondents shall submit one (1) electronic PDF file of the proposal to: vanessa.price-cooper@sfgov.org, electronic file title should include RFP number, proposing agency name, number of files submitted, i.e. 1 of 4. Proposals must be received **no later than 3:00p.m., Wednesday, November 29, 2017**. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

Department staff will confirm receipt of all respondent submissions within two (2) business day after the deadline noted above.

B. Format

For word processing documents, text should be unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g., Times Roman, and not Arial), and page margins should be at least 1" on all sides (excluding headers and footers).

C. Content

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals by the Proposal Evaluation Panel. The Agency must ensure that the proposal addresses the Selection Criteria.

1. Table of Contents

Each proposal package should contain a complete table of contents showing page numbers. All pages in the package must be numbered consecutively, and major sections must be indexed.

2. RFP Cover Page – (use the form provided in Section X)

Submit the cover page signed by a person authorized to obligate the organization to perform the commitments contained in the proposal. Submission of this document will constitute a representation by the organization that the organization is willing and able to perform the commitments contained in the proposal.

3. Minimum Qualifications –up to 3 pages

All agencies submitting proposals for funding must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any

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: Maintenance, Support, Hosting, Manage, Train, & Improvement for Workers' Comp Claims Software

Funding Source: Workers' Compensation Admin Budget

PSC Amount: \$1,300,000 PSC Est. Start Date: 09/01/2019 PSC Est. End Date 06/30/2023

1. Description of Work

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

Contractor will provide maintenance, support services, development for new interfaces, training, and software hosting, and software system improvement to the Workers' Compensation Division's (WCD) Claims management web-based platform.

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

WCD's claims management web-based platform must be current with City, State, & Federal requirements in order to provide workers' compensation claims services. The claims management software, a proprietary product for which the City does not have access to the source code, must be updated & supplied to avoid obsolescence & discontinuance of manufacturer support. DHR needs this service in order to electronically adjust workers' compensation claims in a timely and efficient manner, and comply with requirements under the California Labor Code. This PSC will allow the department to implement enhanced data reporting for citywide departments. Denial of this PSC will severely impact the City's ability to meet benefit requirements of the CA Labor Code (Please see attachment).

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 particular scope of work is new.

D. Will the contract(s) be renewed?

Possible depending on the need of the 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.

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 software is proprietary software.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must have computer and information systems personnel who have knowledge of California workers' compensation laws, claims handling systems & practices, legal requirements for self-insured & self-administered public agencies & employers, risk management

information system operations, financial system programming and enablement of complex payment disbursement and reconciliation functions, and familiarity with City and departmental requirements for customized reports and 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; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1063, IS Programmer Analyst-Senior; 1071, IS Manager;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will host the claims management software.

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 civil service classes that can do the scope of work. However the City does not have access to the source code to the proprietary software programs and the necessary documentation and training material to perform the 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, there are already Civil Service Classes. The software is proprietary, and only the Contractor has the expertise and knowledge required to provide the upgrade and implementation services as well as the software maintenance and support 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 contract? If so, please explain what that will entail; if not, explain why not.
Yes. The contractor will provide training to front-end users who interact with the software, for example, to enter, modify, or retrieve claim-related information, as well as to back-end system administrators to perform a limited set of daily software administration duties.
- 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 11/08/2018, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

Name: Kate Howard Phone: 415-557-4944 Email: kate.howard@sfgov.org

Address: 1 South Van Ness Ave; 4th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46925 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of kate.howard@sfgov.org
Sent: Thursday, November 08, 2018 11:03 AM
To: Howard, Kate (HRD); amakayan@ifpte21.org; Christina@sfmea.com;
staff@sfmea.com; Wanless, Annie (HRD); ecassidy@ifpte21.org;
WendyWong26@yahoo.com; wendywong26@yahoo.com;
tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org;
eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org;
Choi, Suzanne (HRD); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46925 - 18/19

RECEIPT for Union Notification for PSC 46925 - 18/19 more than \$100k

The HUMAN RESOURCES -- HRD has submitted a request for a Personal Services Contract (PSC) 46925 - 18/19 for \$1,300,000 for Initial Request services for the period 09/01/2019 □ 06/30/2023. 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/12029> 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)

California Labor Codes

California Labor Code Sections

The relevant California Labor Code Sections include but are not limited to:

1. 129
2. 129.5
3. 138.4
4. 138.6
5. 138.7
6. 4060 et seq.
7. 4600
8. 4610 et seq.
9. 4616 et seq.
10. Plus all applicable regulations that further define and enforce those Labor Code sections

129. (a) To make certain that injured workers, and their dependents in the event of their death, receive promptly and accurately the full measure of compensation to which they are entitled, the administrative director shall audit insurers, self-insured employers, and third-party administrators to determine if they have met their obligations under this code. Each audit subject shall be audited at least once every five years. The audit subjects shall be selected and the audits conducted pursuant to subdivision (b). The results of audits of insurers shall be provided to the Insurance Commissioner, and the results of audits of self-insurers and third-party administrators shall be provided to the Director of Industrial Relations. Nothing in this section shall restrict the authority of the Director of Industrial Relations or the Insurance Commissioner to audit their licensees.

(b) The administrative director shall schedule and conduct audits as follows:

(1) A profile audit review of every audit subject shall be conducted once every five years and on additional occasions indicated by target audit criteria. The administrative director shall annually establish a profile audit review performance standard that will identify the poorest performing audit subjects.

(2) A full compliance audit shall be conducted of each profile audited subject failing to meet or exceed the profile audit review performance standard. The full compliance audit shall be a comprehensive and detailed evaluation of the audit subject's performance. The administrative director shall annually establish a full compliance audit performance standard that will identify the audit subjects that are performing satisfactorily. Any full compliance audit subject that fails to meet or exceed the full compliance audit performance standard shall be audited again within two years.

(3) A targeted profile audit review or a full compliance audit may be conducted at any time in accordance with target audit criteria adopted by the administrative director. The target audit criteria shall be based on information obtained from benefit notices, from information and assistance officers, and from other reliable sources providing factual information that indicates an insurer, self-insured employer, or third-party administrator is failing to meet its obligations under this division or Division 4 (commencing with Section 3200) or the regulations of the administrative director.

(c) If, as a result of a profile audit review or a full compliance audit, the administrative director determines that any compensation,

California Labor Code Sections

interest, or penalty is due and unpaid to an employee or dependent, the administrative director shall issue and cause to be served upon the insurer, self-insured employer, or third-party administrator a notice of assessment detailing the amounts due and unpaid in each case, and shall order the amounts paid to the person entitled thereto. The notice of assessment shall be served personally or by registered mail in accordance with subdivision (c) of Section 11505 of the Government Code. A copy of the notice of assessment shall also be sent to the affected employee or dependent.

If the amounts are not paid within 30 days after service of the notice of assessment, the employer shall also be liable for reasonable attorney's fees necessarily incurred by the employee or dependent to obtain amounts due. The administrative director shall advise each employee or dependent still owed compensation after this 30-day period of his or her rights with respect to the commencement of proceedings to collect the compensation owed. Amounts unpaid because the person entitled thereto cannot be located shall be paid to the Workers' Compensation Administration Revolving Fund. The Director of Industrial Relations shall promulgate rules and regulations establishing standards and procedures for the payment of compensation from moneys deposited in the Workers' Compensation Administration Revolving Fund whenever the person entitled thereto applies for compensation.

(d) A determination by the administrative director that an amount is or is not due to an employee or dependent shall not in any manner limit the jurisdiction or authority of the appeals board to determine the issue.

(e) Annually, commencing on April 1, 1991, the administrative director shall publish a report detailing the results of audits conducted pursuant to this section during the preceding calendar year. The report shall include the name of each insurer, self-insured employer, and third-party administrator audited during that period. For each insurer, self-insured employer, and third-party administrator audited, the report shall specify the total number of files audited, the number of violations found by type and amount of compensation, interest and penalties payable, and the amount collected for each violation. The administrative director shall also publish and make available to the public on request a list ranking all insurers, self-insured employers, and third-party administrators audited during the period according to their performance measured by the profile audit review and full compliance audit performance standards.

These reports shall not identify the particular claim file that resulted in a particular violation or penalty. Except as required by this subdivision or other provisions of law, the contents of individual claim files and auditor's working papers shall be confidential. Disclosure of claim information to the administrative director pursuant to an audit shall not waive the provisions of the Evidence Code relating to privilege.

(f) A profile audit review of the adjustment of claims against the Uninsured Employers Fund by the claims and collections unit of the Division of Workers' Compensation shall be conducted at least every five years. The results of this profile audit review shall be included in the report required by subdivision (e).

129.5. (a) The administrative director may assess an administrative penalty against an insurer, self-insured employer, or third-party administrator for any of the following:

- (1) Failure to comply with the notice of assessment issued pursuant to subdivision (c) of Section 129 within 15 days of receipt.
- (2) Failure to pay when due the undisputed portion of an indemnity payment, the reasonable cost of medical treatment of an injured worker, or a charge or cost implementing an approved vocational rehabilitation plan.
- (3) Failure to comply with any rule or regulation of the administrative director.

(b) The administrative director shall promulgate regulations establishing a schedule of violations and the amount of the administrative penalty to be imposed for each type of violation. The schedule shall provide for imposition of a penalty of up to one hundred dollars (\$100) for each violation of the less serious type and for imposition of penalties in progressively higher amounts for the most serious types of violations to be set at up to five thousand dollars (\$5,000) per violation. The administrative director is authorized to impose penalties pursuant to rules and regulations which give due consideration to the appropriateness of the penalty with respect to the following factors:

- (1) The gravity of the violation.
- (2) The good faith of the insurer, self-insured employer, or third-party administrator.
- (3) The history of previous violations, if any.
- (4) The frequency of the violations.
- (5) Whether the audit subject has met or exceeded the profile audit review performance standard.
- (6) Whether a full compliance audit subject has met or exceeded the full compliance audit performance standard.
- (7) The size of the audit subject location.

(c) The administrative director shall assess penalties as follows:

(1) If, after a profile audit review, the administrative director determines that the profile audit subject met or exceeded the profile audit review performance standard, no penalties shall be assessed under this section, but the audit subject shall be required to pay any compensation due and penalties due under subdivision (d) of Section 4650 as provided in subdivision (c) of Section 129.

(2) If, after a full compliance audit, the administrative director determines that the audit subject met or exceeded the full compliance audit performance standards, penalties for unpaid or late paid compensation, but no other penalties under this section, shall be assessed. The audit subject shall be required to pay any compensation due and penalties due under subdivision (d) of Section 4650 as provided in subdivision (c) of Section 129.

(3) If, after a full compliance audit, the administrative director determines that the audit subject failed to meet the full compliance audit performance standards, penalties shall be assessed as provided in a full compliance audit failure penalty schedule to be adopted by the administrative director. The full compliance audit failure penalty schedule shall adjust penalty levels relative to the size of the audit location to mitigate inequality between total penalties assessed against small and large audit subjects. The penalty amounts provided in the full compliance audit failure penalty schedule for the most serious type of violations shall not be limited by

California Labor Code Sections

subdivision (b), but in no event shall the penalty for a single violation exceed forty thousand dollars (\$40,000).

(d) The notice of penalty assessment shall be served personally or by registered mail in accordance with subdivision (c) of Section 11505 of the Government Code. The notice shall be in writing and shall describe the nature of the violation, including reference to the statutory provision or rule or regulation alleged to have been violated. The notice shall become final and the assessment shall be paid unless contested within 15 days of receipt by the insurer, self-insured employer, or third-party administrator.

(e) In addition to the penalty assessments permitted by subdivisions (a), (b), and (c), the administrative director may assess a civil penalty, not to exceed one hundred thousand dollars (\$100,000), upon finding, after hearing, that an employer, insurer, or third-party administrator for an employer has knowingly committed or performed with sufficient frequency so as to indicate a general business practice any of the following:

(1) Induced employees to accept less than compensation due, or made it necessary for employees to resort to proceedings against the employer to secure compensation.

(2) Refused to comply with known and legally indisputable compensation obligations.

(3) Discharged or administered compensation obligations in a dishonest manner.

(4) Discharged or administered compensation obligations in a manner as to cause injury to the public or those dealing with the employer or insurer.

Any employer, insurer, or third-party administrator that fails to meet the full compliance audit performance standards in two consecutive full compliance audits shall be rebuttably presumed to have engaged in a general business practice of discharging and administering its compensation obligations in a manner causing injury to those dealing with it.

Upon a second or subsequent finding, the administrative director shall refer the matter to the Insurance Commissioner or the Director of Industrial Relations and request that a hearing be conducted to determine whether the certificate of authority, certificate of consent to self-insure, or certificate of consent to administer claims of self-insured employers, as the case may be, shall be revoked.

(f) An insurer, self-insured employer, or third-party administrator may file a written request for a conference with the administrative director within seven days after receipt of a notice of penalty assessment issued pursuant to subdivision (a) or (c). Within 15 days of the conference, the administrative director shall issue a notice of findings and serve it upon the contesting party by registered or certified mail. Any amount found due by the administrative director shall become due and payable 30 days after receipt of the notice of findings. The 30-day period shall be tolled during any appeal. A writ of mandate may be taken from the findings to the appropriate superior court upon the execution by the contesting party of a bond to the state in the principal sum that is double the amount found due and ordered by the administrative director, on the condition that the contesting party shall pay any judgment and costs rendered against it for the amount.

(g) An insurer, self-insured employer, or third-party

California Labor Code Sections

administrator may file a written request for a hearing before the Workers' Compensation Appeals Board within seven days after receipt of a notice of penalty assessment issued pursuant to subdivision (e). Within 30 days of the hearing, the appeals board shall issue findings and orders and serve them upon the contesting party in the manner provided in its rules. Any amount found due by the appeals board shall become due and payable 45 days after receipt of the notice of findings. Judicial review of the findings and order shall be had in the manner provided by Article 2 (commencing with Section 5950) of Chapter 7 of Part 4 of Division 4. The 45-day period shall be tolled during appellate proceedings upon execution by the contesting party of a bond to the state in a principal sum that is double the amount found due and ordered by the appeals board on the condition that the contesting party shall pay the amount ultimately determined to be due and any costs awarded by an appellate court.

(h) Nothing in this section shall create nor eliminate a civil cause of action for the employee and his or her dependents.

(i) All moneys collected under this section shall be deposited in the State Treasury and credited to the Workers' Compensation Administration Revolving Fund.

California Labor Code Sections

138.4. (a) For the purpose of this section, "claims administrator" means a self-administered workers' compensation insurer; or a self-administered self-insured employer; or a self-administered legally uninsured employer; or a self-administered joint powers authority; or a third-party claims administrator for an insurer, a self-insured employer, a legally uninsured employer, or a joint powers authority.

(b) With respect to injuries resulting in lost time beyond the employee's work shift at the time of injury or medical treatment beyond first aid:

(1) If the claims administrator obtains knowledge that the employer has not provided a claim form or a notice of potential eligibility for benefits to the employee, it shall provide the form and notice to the employee within three working days of its knowledge that the form or notice was not provided.

(2) If the claims administrator cannot determine if the employer has provided a claim form and notice of potential eligibility for benefits to the employee, the claims administrator shall provide the form and notice to the employee within 30 days of the administrator's date of knowledge of the claim.

(c) The administrative director, in consultation with the Commission on Health and Safety and Workers' Compensation, shall prescribe reasonable rules and regulations, including notice of the right to consult with an attorney, where appropriate, for serving on the employee (or employee's dependents, in the case of death), the following:

(1) Notices dealing with the payment, nonpayment, or delay in payment of temporary disability, permanent disability, supplemental job displacement, and death benefits.

(2) Notices of any change in the amount or type of benefits being provided, the termination of benefits, the rejection of any liability for compensation, and an accounting of benefits paid.

(3) Notices of rights to select the primary treating physician, written continuity of care policies, requests for a comprehensive medical evaluation, and offers of regular, modified, or alternative work.

(d) The administrative director, in consultation with the Commission on Health and Safety and Workers' Compensation, shall develop, make fully accessible on the department's Internet Web site, and make available at district offices informational material written in plain language that describes the overall workers' compensation claims process, including the rights and obligations of employees and employers at every stage of a claim when a notice is required.

(e) Each notice prescribed by the administrative director shall be written in plain language, shall reference the informational material described in subdivision (d) to enable employees to understand the context of the notices, and shall clearly state the Internet Web site address and contact information that an employee may use to access the informational material.

California Labor Code Sections

138.6. (a) The administrative director, in consultation with the Insurance Commissioner and the Workers' Compensation Insurance Rating Bureau, shall develop a cost-efficient workers' compensation information system, which shall be administered by the division. The administrative director shall adopt regulations specifying the data elements to be collected by electronic data interchange.

(b) The information system shall do the following:

(1) Assist the department to manage the workers' compensation system in an effective and efficient manner.

(2) Facilitate the evaluation of the efficiency and effectiveness of the delivery system.

(3) Assist in measuring how adequately the system indemnifies injured workers and their dependents.

(4) Provide statistical data for research into specific aspects of the workers' compensation program.

(c) The data collected electronically shall be compatible with the Electronic Data Interchange System of the International Association of Industrial Accident Boards and Commissions. The administrative director may adopt regulations authorizing the use of other nationally recognized data transmission formats in addition to those set forth in the Electronic Data Interchange System for the transmission of data required pursuant to this section. The administrative director shall accept data transmissions in any authorized format. If the administrative director determines that any authorized data transmission format is not in general use by claims administrators, conflicts with the requirements of state or federal law, or is obsolete, the administrative director may adopt regulations eliminating that data transmission format from those authorized pursuant to this subdivision.

(d) (1) The administrative director shall assess an administrative penalty against a claims administrator for a violation of data reporting requirements adopted pursuant to this section. The administrative director shall promulgate a schedule of penalties providing for an assessment of no more than five thousand dollars (\$5,000) against a claims administrator in any single year, calculated as follows:

(A) No more than one hundred dollars (\$100) multiplied by the number of violations in that year that resulted in a required data report not being submitted or not being accepted.

(B) No more than fifty dollars (\$50) multiplied by the number of violations in that year that resulted in a required report being late or accepted with an error.

(C) Multiple errors in a single report shall be counted as a single violation.

(D) No penalty shall be assessed pursuant to Section 129.5 for any violation of data reporting requirements for which a penalty has been or may be assessed pursuant to this section.

(2) The schedule promulgated by the administrative director pursuant to paragraph (1) shall establish threshold rates of violations that shall be excluded from the calculation of the assessment, as follows:

(A) The threshold rate for reports that are not submitted or are submitted but not accepted shall not be less than 3 percent of the number of reports that are required to be filed by or on behalf of the claims administrator.

California Labor Code Sections

(B) The threshold rate for reports that are accepted with an error shall not be less than 3 percent of the number of reports that are accepted with an error.

(C) The administrative director shall set higher threshold rates as appropriate in recognition of the fact that the data necessary for timely and accurate reporting may not be always available to a claims administrator or the claims administrator's agents.

(D) The administrative director may establish higher thresholds for particular data elements that commonly are not reasonably available.

(3) The administrative director may estimate the number of required data reports that are not submitted by comparing a statistically valid sample of data available to the administrative director from other sources with the data reported pursuant to this section.

(4) All penalties assessed pursuant to this section shall be deposited in the Workers' Compensation Administration Revolving Fund.

(5) The administrative director shall publish an annual report disclosing the compliance rates of claims administrators.

California Labor Code Sections

138.7. (a) Except as expressly permitted in subdivision (b), a person or public or private entity not a party to a claim for workers' compensation benefits may not obtain individually identifiable information obtained or maintained by the division on that claim. For purposes of this section, "individually identifiable information" means any data concerning an injury or claim that is linked to a uniquely identifiable employee, employer, claims administrator, or any other person or entity.

(b) (1) (A) The administrative director, or a statistical agent designated by the administrative director, may use individually identifiable information for purposes of creating and maintaining the workers' compensation information system as specified in Section 138.6.

(B) The administrative director may publish the identity of claims administrators in the annual report disclosing the compliance rates of claims administrators pursuant to subdivision (d) of Section 138.6.

(2) (A) The State Department of Public Health may use individually identifiable information for purposes of establishing and maintaining a program on occupational health and occupational disease prevention as specified in Section 105175 of the Health and Safety Code.

(B) (i) The State Department of Health Care Services may use individually identifiable information for purposes of seeking recovery of Medi-Cal costs incurred by the state for treatment provided to injured workers that should have been incurred by employers and insurance carriers pursuant to Article 3.5 (commencing with Section 14124.70) of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code.

(ii) The Department of Industrial Relations shall furnish individually identifiable information to the State Department of Health Care Services, and the State Department of Health Care Services may furnish the information to its designated agent, provided that the individually identifiable information shall not be disclosed for use other than the purposes described in clause (i). The administrative director may adopt regulations solely for the purpose of governing access by the State Department of Health Care Services or its designated agents to the individually identifiable information as defined in subdivision (a).

(3) (A) Individually identifiable information may be used by the Division of Workers' Compensation and the Division of Occupational Safety and Health as necessary to carry out their duties. The administrative director shall adopt regulations governing the access to the information described in this subdivision by these divisions. Any regulations adopted pursuant to this subdivision shall set forth the specific uses for which this information may be obtained.

(B) Individually identifiable information maintained in the workers' compensation information system and the Division of Workers' Compensation may be used by researchers employed by or under contract to the Commission on Health and Safety and Workers' Compensation as necessary to carry out the commission's research. The administrative director shall adopt regulations governing the access to the information described in this subdivision by commission researchers. These regulations shall set forth the specific uses for

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which this information may be obtained and include provisions guaranteeing the confidentiality of individually identifiable information. Individually identifiable information obtained under this subdivision shall not be disclosed to commission members. No individually identifiable information obtained by researchers under contract to the commission pursuant to this subparagraph may be disclosed to any other person or entity, public or private, for a use other than that research project for which the information was obtained. Within a reasonable period of time after the research for which the information was obtained has been completed, the data collected shall be modified in a manner so that the subjects cannot be identified, directly or through identifiers linked to the subjects.

(4) The administrative director shall adopt regulations allowing reasonable access to individually identifiable information by other persons or public or private entities for the purpose of bona fide statistical research. This research shall not divulge individually identifiable information concerning a particular employee, employer, claims administrator, or any other person or entity. The regulations adopted pursuant to this paragraph shall include provisions guaranteeing the confidentiality of individually identifiable information. Within a reasonable period of time after the research for which the information was obtained has been completed, the data collected shall be modified in a manner so that the subjects cannot be identified, directly or through identifiers linked to the subjects.

(5) (A) This section shall not operate to exempt from disclosure any information that is considered to be a public record pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) contained in an individual's file once an application for adjudication has been filed pursuant to Section 5501.5.

(B) However, individually identifiable information shall not be provided to any person or public or private entity who is not a party to the claim unless that person identifies himself or herself or that public or private entity identifies itself and states the reason for making the request. The administrative director may require the person or public or private entity making the request to produce information to verify that the name and address of the requester is valid and correct. If the purpose of the request is related to preemployment screening, the administrative director shall notify the person about whom the information is requested that the information was provided and shall include the following in 12-point type:

"IT MAY BE A VIOLATION OF FEDERAL AND STATE LAW TO DISCRIMINATE AGAINST A JOB APPLICANT BECAUSE THE APPLICANT HAS FILED A CLAIM FOR WORKERS' COMPENSATION BENEFITS."

(C) Any residence address is confidential and shall not be disclosed to any person or public or private entity except to a party to the claim, a law enforcement agency, an office of a district attorney, any person for a journalistic purpose, or other governmental agency.

(D) Nothing in this paragraph shall be construed to prohibit the use of individually identifiable information for purposes of identifying bona fide lien claimants.

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(c) Except as provided in subdivision (b), individually identifiable information obtained by the division is privileged and is not subject to subpoena in a civil proceeding unless, after reasonable notice to the division and a hearing, a court determines that the public interest and the intent of this section will not be jeopardized by disclosure of the information. This section shall not operate to restrict access to information by any law enforcement agency or district attorney's office or to limit admissibility of that information in a criminal proceeding.

(d) It shall be unlawful for any person who has received individually identifiable information from the division pursuant to this section to provide that information to any person who is not entitled to it under this section.

(e) This section shall remain in effect only until January 1, 2017, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2017, deletes or extends that date.

138.7. (a) Except as expressly permitted in subdivision (b), a person or public or private entity not a party to a claim for workers' compensation benefits may not obtain individually identifiable information obtained or maintained by the division on that claim. For purposes of this section, "individually identifiable information" means any data concerning an injury or claim that is linked to a uniquely identifiable employee, employer, claims administrator, or any other person or entity.

(b) (1) (A) The administrative director, or a statistical agent designated by the administrative director, may use individually identifiable information for purposes of creating and maintaining the workers' compensation information system as specified in Section 138.6.

(B) The administrative director may publish the identity of claims administrators in the annual report disclosing the compliance rates of claims administrators pursuant to subdivision (d) of Section 138.6.

(2) The State Department of Public Health may use individually identifiable information for purposes of establishing and maintaining a program on occupational health and occupational disease prevention as specified in Section 105175 of the Health and Safety Code.

(3) (A) Individually identifiable information may be used by the Division of Workers' Compensation and the Division of Occupational Safety and Health as necessary to carry out their duties. The administrative director shall adopt regulations governing the access to the information described in this subdivision by these divisions. Any regulations adopted pursuant to this subdivision shall set forth the specific uses for which this information may be obtained.

(B) Individually identifiable information maintained in the workers' compensation information system and the Division of Workers' Compensation may be used by researchers employed by or under contract to the Commission on Health and Safety and Workers' Compensation as necessary to carry out the commission's research. The administrative director shall adopt regulations governing the access to the information described in this subdivision by commission researchers. These regulations shall set forth the specific uses for

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which this information may be obtained and include provisions guaranteeing the confidentiality of individually identifiable information. Individually identifiable information obtained under this subdivision shall not be disclosed to commission members. No individually identifiable information obtained by researchers under contract to the commission pursuant to this subparagraph may be disclosed to any other person or entity, public or private, for a use other than that research project for which the information was obtained. Within a reasonable period of time after the research for which the information was obtained has been completed, the data collected shall be modified in a manner so that the subjects cannot be identified, directly or through identifiers linked to the subjects.

(4) The administrative director shall adopt regulations allowing reasonable access to individually identifiable information by other persons or public or private entities for the purpose of bona fide statistical research. This research shall not divulge individually identifiable information concerning a particular employee, employer, claims administrator, or any other person or entity. The regulations adopted pursuant to this paragraph shall include provisions guaranteeing the confidentiality of individually identifiable information. Within a reasonable period of time after the research for which the information was obtained has been completed, the data collected shall be modified in a manner so that the subjects cannot be identified, directly or through identifiers linked to the subjects.

(5) (A) This section shall not operate to exempt from disclosure any information that is considered to be a public record pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) contained in an individual's file once an application for adjudication has been filed pursuant to Section 5501.5.

(B) However, individually identifiable information shall not be provided to any person or public or private entity who is not a party to the claim unless that person identifies himself or herself or that public or private entity identifies itself and states the reason for making the request. The administrative director may require the person or public or private entity making the request to produce information to verify that the name and address of the requester is valid and correct. If the purpose of the request is related to preemployment screening, the administrative director shall notify the person about whom the information is requested that the information was provided and shall include the following in 12-point type:

"IT MAY BE A VIOLATION OF FEDERAL AND STATE LAW TO DISCRIMINATE AGAINST A JOB APPLICANT BECAUSE THE APPLICANT HAS FILED A CLAIM FOR WORKERS' COMPENSATION BENEFITS."

(C) Any residence address is confidential and shall not be disclosed to any person or public or private entity except to a party to the claim, a law enforcement agency, an office of a district attorney, any person for a journalistic purpose, or other governmental agency.

(D) Nothing in this paragraph shall be construed to prohibit the use of individually identifiable information for purposes of identifying bona fide lien claimants.

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(c) Except as provided in subdivision (b), individually identifiable information obtained by the division is privileged and is not subject to subpoena in a civil proceeding unless, after reasonable notice to the division and a hearing, a court determines that the public interest and the intent of this section will not be jeopardized by disclosure of the information. This section shall not operate to restrict access to information by any law enforcement agency or district attorney's office or to limit admissibility of that information in a criminal proceeding.

(d) It shall be unlawful for any person who has received individually identifiable information from the division pursuant to this section to provide that information to any person who is not entitled to it under this section.

(e) This section shall become operative on January 1, 2017.

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4060. (a) This section shall apply to disputes over the compensability of any injury. This section shall not apply where injury to any part or parts of the body is accepted as compensable by the employer.

(b) Neither the employer nor the employee shall be liable for any comprehensive medical-legal evaluation performed by other than the treating physician, except as provided in this section. However, reports of treating physicians shall be admissible.

(c) If a medical evaluation is required to determine compensability at any time after the filing of the claim form, and the employee is represented by an attorney, a medical evaluation to determine compensability shall be obtained only by the procedure provided in Section 4062.2.

(d) If a medical evaluation is required to determine compensability at any time after the claim form is filed, and the employee is not represented by an attorney, the employer shall provide the employee with notice either that the employer requests a comprehensive medical evaluation to determine compensability or that the employer has not accepted liability and the employee may request a comprehensive medical evaluation to determine compensability. Either party may request a comprehensive medical evaluation to determine compensability. The evaluation shall be obtained only by the procedure provided in Section 4062.1.

(e) The notice required by subdivision (d) shall be accompanied by the form prescribed by the administrative director for requesting the assignment of a panel of qualified medical evaluators.

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4600. (a) Medical, surgical, chiropractic, acupuncture, and hospital treatment, including nursing, medicines, medical and surgical supplies, crutches, and apparatuses, including orthotic and prosthetic devices and services, that is reasonably required to cure or relieve the injured worker from the effects of his or her injury shall be provided by the employer. In the case of his or her neglect or refusal reasonably to do so, the employer is liable for the reasonable expense incurred by or on behalf of the employee in providing treatment.

(b) As used in this division and notwithstanding any other law, medical treatment that is reasonably required to cure or relieve the injured worker from the effects of his or her injury means treatment that is based upon the guidelines adopted by the administrative director pursuant to Section 5307.27.

(c) Unless the employer or the employer's insurer has established or contracted with a medical provider network as provided for in Section 4616, after 30 days from the date the injury is reported, the employee may be treated by a physician of his or her own choice or at a facility of his or her own choice within a reasonable geographic area. A chiropractor shall not be a treating physician after the employee has received the maximum number of chiropractic visits allowed by subdivision (c) of Section 4604.5.

(d) (1) If an employee has notified his or her employer in writing prior to the date of injury that he or she has a personal physician, the employee shall have the right to be treated by that physician from the date of injury if the employee has health care coverage for nonoccupational injuries or illnesses on the date of injury in a plan, policy, or fund as described in subdivisions (b), (c), and (d) of Section 4616.7.

(2) For purposes of paragraph (1), a personal physician shall meet all of the following conditions:

(A) Be the employee's regular physician and surgeon, licensed pursuant to Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code.

(B) Be the employee's primary care physician and has previously directed the medical treatment of the employee, and who retains the employee's medical records, including his or her medical history. "Personal physician" includes a medical group, if the medical group is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses and injuries.

(C) The physician agrees to be predesignated.

(3) If the employee has health care coverage for nonoccupational injuries or illnesses on the date of injury in a health care service plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code, and the employer is notified pursuant to paragraph (1), all medical treatment, utilization review of medical treatment, access to medical treatment, and other medical treatment issues shall be governed by Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code. Disputes regarding the provision of medical treatment shall be resolved pursuant to Article 5.55 (commencing with Section 1374.30) of Chapter 2.2 of Division 2 of the Health and Safety Code.

(4) If the employee has health care coverage for nonoccupational

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injuries or illnesses on the date of injury in a group health insurance policy as described in Section 4616.7, all medical treatment, utilization review of medical treatment, access to medical treatment, and other medical treatment issues shall be governed by the applicable provisions of the Insurance Code.

(5) The insurer may require prior authorization of any nonemergency treatment or diagnostic service and may conduct reasonably necessary utilization review pursuant to Section 4610.

(6) An employee shall be entitled to all medically appropriate referrals by the personal physician to other physicians or medical providers within the nonoccupational health care plan. An employee shall be entitled to treatment by physicians or other medical providers outside of the nonoccupational health care plan pursuant to standards established in Article 5 (commencing with Section 1367) of Chapter 2.2 of Division 2 of the Health and Safety Code.

(e) (1) When at the request of the employer, the employer's insurer, the administrative director, the appeals board, or a workers' compensation administrative law judge, the employee submits to examination by a physician, he or she shall be entitled to receive, in addition to all other benefits herein provided, all reasonable expenses of transportation, meals, and lodging incident to reporting for the examination, together with one day of temporary disability indemnity for each day of wages lost in submitting to the examination.

(2) Regardless of the date of injury, "reasonable expenses of transportation" includes mileage fees from the employee's home to the place of the examination and back at the rate of twenty-one cents (\$0.21) a mile or the mileage rate adopted by the Director of Human Resources pursuant to Section 19820 of the Government Code, whichever is higher, plus any bridge tolls. The mileage and tolls shall be paid to the employee at the time he or she is given notification of the time and place of the examination.

(f) When at the request of the employer, the employer's insurer, the administrative director, the appeals board, or a workers' compensation administrative law judge, an employee submits to examination by a physician and the employee does not proficiently speak or understand the English language, he or she shall be entitled to the services of a qualified interpreter in accordance with conditions and a fee schedule prescribed by the administrative director. These services shall be provided by the employer. For purposes of this section, "qualified interpreter" means a language interpreter certified, or deemed certified, pursuant to Article 8 (commencing with Section 11435.05) of Chapter 4.5 of Part 1 of Division 3 of Title 2 of, or Section 68566 of, the Government Code.

(g) If the injured employee cannot effectively communicate with his or her treating physician because he or she cannot proficiently speak or understand the English language, the injured employee is entitled to the services of a qualified interpreter during medical treatment appointments. To be a qualified interpreter for purposes of medical treatment appointments, an interpreter is not required to meet the requirements of subdivision (f), but commencing March 1, 2014, shall meet any requirements established by rule by the administrative director that are substantially similar to the requirements set forth in Section 1367.04 of the Health and Safety Code, notwithstanding any other effective date established in regulations. The administrative director shall adopt a fee schedule

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for qualified interpreter fees in accordance with this section. Upon request of the injured employee, the employer or insurance carrier shall pay for interpreter services. An employer shall not be required to pay for the services of an interpreter who is not certified or is provisionally certified by the person conducting the medical treatment or examination unless either the employer consents in advance to the selection of the individual who provides the interpreting service or the injured worker requires interpreting service in a language other than the languages designated pursuant to Section 11435.40 of the Government Code.

(h) Home health care services shall be provided as medical treatment only if reasonably required to cure or relieve the injured employee from the effects of his or her injury and prescribed by a physician and surgeon licensed pursuant to Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, and subject to Section 5307.1 or 5703.8. The employer shall not be liable for home health care services that are provided more than 14 days prior to the date of the employer's receipt of the physician's prescription.

4600.1. (a) Subject to subdivision (b), any person or entity that dispenses medicines and medical supplies, as required by Section 4600, shall dispense the generic drug equivalent.

(b) A person or entity shall not be required to dispense a generic drug equivalent under either of the following circumstances:

(1) When a generic drug equivalent is unavailable.

(2) When the prescribing physician specifically provides in writing that a nongeneric drug must be dispensed.

(c) For purposes of this section, "dispense" has the same meaning as the definition contained in Section 4024 of the Business and Professions Code.

(d) Nothing in this section shall be construed to preclude a prescribing physician, who is also the dispensing physician, from dispensing a generic drug equivalent.

4600.2. (a) Notwithstanding Section 4600, when a self-insured employer, group of self-insured employers, insurer of an employer, or group of insurers contracts with a pharmacy, group of pharmacies, or pharmacy benefit network to provide medicines and medical supplies required by this article to be provided to injured employees, those injured employees that are subject to the contract shall be provided medicines and medical supplies in the manner prescribed in the contract for as long as medicines or medical supplies are reasonably required to cure or relieve the injured employee from the effects of the injury.

(b) Nothing in this section shall affect the ability of employee-selected physicians to continue to prescribe and have the employer provide medicines and medical supplies that the physicians deem reasonably required to cure or relieve the injured employee from the effects of the injury.

(c) Each contract described in subdivision (a) shall comply with standards adopted by the administrative director. In adopting those standards, the administrative director shall seek to reduce pharmaceutical costs and may consult any relevant studies or practices in other states. The standards shall provide for access to

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a pharmacy within a reasonable geographic distance from an injured employee's residence.

4600.3. (a) (1) Notwithstanding Section 4600, when a self-insured employer, group of self-insured employers, or the insurer of an employer contracts with a health care organization certified pursuant to Section 4600.5 for health care services required by this article to be provided to injured employees, those employees who are subject to the contract shall receive medical services in the manner prescribed in the contract, providing that the employee may choose to be treated by a personal physician, personal chiropractor, or personal acupuncturist that he or she has designated prior to the injury, in which case the employee shall not be treated by the health care organization. Every employee shall be given an affirmative choice at the time of employment and at least annually thereafter to designate or change the designation of a health care organization or a personal physician, personal chiropractor, or personal acupuncturist. The choice shall be memorialized in writing and maintained in the employee's personnel records. The employee who has designated a personal physician, personal chiropractor, or personal acupuncturist may change their designated caregiver at any time prior to the injury. Any employee who fails to designate a personal physician, personal chiropractor, or personal acupuncturist shall be treated by the health care organization selected by the employer. If the health care organization offered by the employer is the workers' compensation insurer that covers the employee or is an entity that controls or is controlled by that insurer, as defined by Section 1215 of the Insurance Code, this information shall be included in the notice of contract with a health care organization.

(2) Each contract described in paragraph (1) shall comply with the certification standards provided in Section 4600.5, and shall provide all medical, surgical, chiropractic, acupuncture, and hospital treatment, including nursing, medicines, medical and surgical supplies, crutches, and apparatus, including artificial members, that is reasonably required to cure or relieve the effects of the injury, as required by this division, without any payment by the employee of deductibles, copayments, or any share of the premium. However, an employee may receive immediate emergency medical treatment that is compensable from a medical service or health care provider who is not a member of the health care organization.

(3) Insured employers, a group of self-insured employers, or self-insured employers who contract with a health care organization for medical services shall give notice to employees of eligible medical service providers and any other information regarding the contract and manner of receiving medical services as the administrative director may prescribe. Employees shall be duly notified that if they choose to receive care from the health care organization they must receive treatment for all occupational injuries and illnesses as prescribed by this section.

(b) Notwithstanding subdivision (a), no employer which is required to bargain with an exclusive or certified bargaining agent which represents employees of the employer in accordance with state or federal employer-employee relations law shall contract with a health care organization for purposes of Section 4600.5 with regard to

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employees whom the bargaining agent is recognized or certified to represent for collective bargaining purposes pursuant to state or federal employer-employee relations law unless authorized to do so by mutual agreement between the bargaining agent and the employer. If the collective bargaining agreement is subject to the National Labor Relations Act, the employer may contract with a health care organization for purposes of Section 4600.5 at any time when the employer and bargaining agent have bargained to impasse to the extent required by federal law.

(c) (1) When an employee is not receiving or is not eligible to receive health care coverage for nonoccupational injuries or illnesses provided by the employer, if 90 days from the date the injury is reported the employee who has been receiving treatment from a health care organization or his or her physician, chiropractor, acupuncturist, or other agent notifies his or her employer in writing that he or she desires to stop treatment by the health care organization, he or she shall have the right to be treated by a physician, chiropractor, or acupuncturist or at a facility of his or her own choosing within a reasonable geographic area.

(2) When an employee is receiving or is eligible to receive health care coverage for nonoccupational injuries or illnesses provided by the employer, and has agreed to receive care for occupational injuries and illnesses from a health care organization provided by the employer, the employee may be treated for occupational injuries and diseases by a physician, chiropractor, or acupuncturist of his or her own choice or at a facility of his or her own choice within a reasonable geographic area if the employee or his or her physician, chiropractor, acupuncturist, or other agent notifies his or her employer in writing only after 180 days from the date the injury was reported, or upon the date of contract renewal or open enrollment of the health care organization, whichever occurs first, but in no case until 90 days from the date the injury was reported.

(3) For purposes of this subdivision, an employer shall be deemed to provide health care coverage for nonoccupational injuries and illnesses if the employer pays more than one-half the costs of the coverage, or if the plan is established pursuant to collective bargaining.

(d) An employee and employer may agree to other forms of therapy pursuant to Section 3209.7.

(e) An employee enrolled in a health care organization shall have the right to no less than one change of physician on request, and shall be given a choice of physicians affiliated with the health care organization. The health care organization shall provide the employee a choice of participating physicians within five days of receiving a request. In addition, the employee shall have the right to a second opinion from a participating physician on a matter pertaining to diagnosis or treatment from a participating physician.

(f) Nothing in this section or Section 4600.5 shall be construed to prohibit a self-insured employer, a group of self-insured employers, or insurer from engaging in any activities permitted by Section 4600.

(g) Notwithstanding subdivision (c), in the event that the employer, group of employers, or the employer's workers' compensation insurer no longer contracts with the health care organization that has been treating an injured employee, the employee may continue treatment provided or arranged by the health care organization. If

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the employee does not choose to continue treatment by the health care organization, the employer may control the employee's treatment for 30 days from the date the injury was reported. After that period, the employee may be treated by a physician of his or her own choice or at a facility of his or her own choice within a reasonable geographic area.

4600.35. Any entity seeking to reimburse health care providers for health care services rendered to injured workers on a capitated, or per person per month basis, shall be licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code).

4600.4. (a) A workers' compensation insurer, third-party administrator, or other entity that requires, or pursuant to regulation requires, a treating physician to obtain either utilization review or prior authorization in order to diagnose or treat injuries or diseases compensable under this article, shall ensure the availability of those services from 9 a.m. to 5:30 p.m. Pacific coast time of each normal business day.

(b) For purposes of this section "normal business day" means a business day as defined in Section 9 of the Civil Code.

4600.5. (a) Any health care service plan licensed pursuant to the Knox-Keene Health Care Service Plan Act, a disability insurer licensed by the Department of Insurance, or any entity, including, but not limited to, workers' compensation insurers and third-party administrators authorized by the administrative director under subdivision (e), may make written application to the administrative director to become certified as a health care organization to provide health care to injured employees for injuries and diseases compensable under this article.

(b) Each application for certification shall be accompanied by a reasonable fee prescribed by the administrative director, sufficient to cover the actual cost of processing the application. A certificate is valid for the period that the director may prescribe unless sooner revoked or suspended.

(c) If the health care organization is a health care service plan licensed pursuant to the Knox-Keene Health Care Service Plan Act, and has provided the Managed Care Unit of the Division of Workers' Compensation with the necessary documentation to comply with this subdivision, that organization shall be deemed to be a health care organization able to provide health care pursuant to Section 4600.3, without further application duplicating the documentation already filed with the Department of Managed Health Care. These plans shall be required to remain in good standing with the Department of Managed Health Care, and shall meet the following additional requirements:

(1) Proposes to provide all medical and health care services that may be required by this article.

(2) Provides a program involving cooperative efforts by the

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employees, the employer, and the health plan to promote workplace health and safety, consultative and other services, and early return to work for injured employees.

(3) Proposes a timely and accurate method to meet the requirements set forth by the administrative director for all carriers of workers' compensation coverage to report necessary information regarding medical and health care service cost and utilization, rates of return to work, average time in medical treatment, and other measures as determined by the administrative director to enable the director to determine the effectiveness of the plan.

(4) Agrees to provide the administrative director with information, reports, and records prepared and submitted to the Department of Managed Health Care in compliance with the Knox-Keene Health Care Service Plan Act, relating to financial solvency, provider accessibility, peer review, utilization review, and quality assurance, upon request, if the administrative director determines the information is necessary to verify that the plan is providing medical treatment to injured employees in compliance with the requirements of this code.

Disclosure of peer review proceedings and records to the administrative director shall not alter the status of the proceedings or records as privileged and confidential communications pursuant to Sections 1370 and 1370.1 of the Health and Safety Code.

(5) Demonstrates the capability to provide occupational medicine and related disciplines.

(6) Complies with any other requirement the administrative director determines is necessary to provide medical services to injured employees consistent with the intent of this article, including, but not limited to, a written patient grievance policy.

(d) If the health care organization is a disability insurer licensed by the Department of Insurance, and is in compliance with subdivision (d) of Sections 10133 and 10133.5 of the Insurance Code, the administrative director shall certify the organization to provide health care pursuant to Section 4600.3 if the director finds that the plan is in good standing with the Department of Insurance and meets the following additional requirements:

(1) Proposes to provide all medical and health care services that may be required by this article.

(2) Provides a program involving cooperative efforts by the employees, the employer, and the health plan to promote workplace health and safety, consultative and other services, and early return to work for injured employees.

(3) Proposes a timely and accurate method to meet the requirements set forth by the administrative director for all carriers of workers' compensation coverage to report necessary information regarding medical and health care service cost and utilization, rates of return to work, average time in medical treatment, and other measures as determined by the administrative director to enable the director to determine the effectiveness of the plan.

(4) Agrees to provide the administrative director with information, reports, and records prepared and submitted to the Department of Insurance in compliance with the Insurance Code relating to financial solvency, provider accessibility, peer review, utilization review, and quality assurance, upon request, if the administrative director determines the information is necessary to verify that the plan is providing medical treatment to injured

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employees consistent with the intent of this article.

Disclosure of peer review proceedings and records to the administrative director shall not alter the status of the proceedings or records as privileged and confidential communications pursuant to subdivision (d) of Section 10133 of the Insurance Code.

(5) Demonstrates the capability to provide occupational medicine and related disciplines.

(6) Complies with any other requirement the administrative director determines is necessary to provide medical services to injured employees consistent with the intent of this article, including, but not limited to, a written patient grievance policy.

(e) If the health care organization is a workers' compensation insurer, third-party administrator, or any other entity that the administrative director determines meets the requirements of Section 4600.6, the administrative director shall certify the organization to provide health care pursuant to Section 4600.3 if the director finds that it meets the following additional requirements:

(1) Proposes to provide all medical and health care services that may be required by this article.

(2) Provides a program involving cooperative efforts by the employees, the employer, and the health plan to promote workplace health and safety, consultative and other services, and early return to work for injured employees.

(3) Proposes a timely and accurate method to meet the requirements set forth by the administrative director for all carriers of workers' compensation coverage to report necessary information regarding medical and health care service cost and utilization, rates of return to work, average time in medical treatment, and other measures as determined by the administrative director to enable the director to determine the effectiveness of the plan.

(4) Agrees to provide the administrative director with information, reports, and records relating to provider accessibility, peer review, utilization review, quality assurance, advertising, disclosure, medical and financial audits, and grievance systems, upon request, if the administrative director determines the information is necessary to verify that the plan is providing medical treatment to injured employees consistent with the intent of this article.

Disclosure of peer review proceedings and records to the administrative director shall not alter the status of the proceedings or records as privileged and confidential communications pursuant to subdivision (d) of Section 10133 of the Insurance Code.

(5) Demonstrates the capability to provide occupational medicine and related disciplines.

(6) Complies with any other requirement the administrative director determines is necessary to provide medical services to injured employees consistent with the intent of this article, including, but not limited to, a written patient grievance policy.

(7) Complies with the following requirements:

(A) An organization certified by the administrative director under this subdivision may not provide or undertake to arrange for the provision of health care to employees, or to pay for or to reimburse any part of the cost of that health care in return for a prepaid or periodic charge paid by or on behalf of those employees.

(B) Every organization certified under this subdivision shall operate on a fee-for-service basis. As used in this section, fee for service refers to the situation where the amount of reimbursement

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paid by the employer to the organization or providers of health care is determined by the amount and type of health care rendered by the organization or provider of health care.

(C) An organization certified under this subdivision is prohibited from assuming risk.

(f) (1) A workers' compensation health care provider organization authorized by the Department of Corporations on December 31, 1997, shall be eligible for certification as a health care organization under subdivision (e).

(2) An entity that had, on December 31, 1997, submitted an application with the Commissioner of Corporations under Part 3.2 (commencing with Section 5150) shall be considered an applicant for certification under subdivision (e) and shall be entitled to priority in consideration of its application. The Commissioner of Corporations shall provide complete files for all pending applications to the administrative director on or before January 31, 1998.

(g) The provisions of this section shall not affect the confidentiality or admission in evidence of a claimant's medical treatment records.

(h) Charges for services arranged for or provided by health care service plans certified by this section and that are paid on a per-enrollee-periodic-charge basis shall not be subject to the schedules adopted by the administrative director pursuant to Section 5307.1.

(i) Nothing in this section shall be construed to expand or constrict any requirements imposed by law on a health care service plan or insurer when operating as other than a health care organization pursuant to this section.

(j) In consultation with interested parties, including the Department of Corporations and the Department of Insurance, the administrative director shall adopt rules necessary to carry out this section.

(k) The administrative director shall refuse to certify or may revoke or suspend the certification of any health care organization under this section if the director finds that:

(1) The plan for providing medical treatment fails to meet the requirements of this section.

(2) A health care service plan licensed by the Department of Managed Health Care, a workers' compensation health care provider organization authorized by the Department of Corporations, or a carrier licensed by the Department of Insurance is not in good standing with its licensing agency.

(3) Services under the plan are not being provided in accordance with the terms of a certified plan.

(1) (1) When an injured employee requests chiropractic treatment for work-related injuries, the health care organization shall provide the injured worker with access to the services of a chiropractor pursuant to guidelines for chiropractic care established by paragraph

(2). Within five working days of the employee's request to see a chiropractor, the health care organization and any person or entity who directs the kind or manner of health care services for the plan shall refer an injured employee to an affiliated chiropractor for work-related injuries that are within the guidelines for chiropractic care established by paragraph (2). Chiropractic care rendered in accordance with guidelines for chiropractic care established pursuant

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to paragraph (2) shall be provided by duly licensed chiropractors affiliated with the plan.

(2) The health care organization shall establish guidelines for chiropractic care in consultation with affiliated chiropractors who are participants in the health care organization's utilization review process for chiropractic care, which may include qualified medical evaluators knowledgeable in the treatment of chiropractic conditions. The guidelines for chiropractic care shall, at a minimum, explicitly require the referral of any injured employee who so requests to an affiliated chiropractor for the evaluation or treatment, or both, of neuromusculoskeletal conditions.

(3) Whenever a dispute concerning the appropriateness or necessity of chiropractic care for work-related injuries arises, the dispute shall be resolved by the health care organization's utilization review process for chiropractic care in accordance with the health care organization's guidelines for chiropractic care established by paragraph (2).

Chiropractic utilization review for work-related injuries shall be conducted in accordance with the health care organization's approved quality assurance standards and utilization review process for chiropractic care. Chiropractors affiliated with the plan shall have access to the health care organization's provider appeals process and, in the case of chiropractic care for work-related injuries, the review shall include review by a chiropractor affiliated with the health care organization, as determined by the health care organization.

(4) The health care organization shall inform employees of the procedures for processing and resolving grievances, including those related to chiropractic care, including the location and telephone number where grievances may be submitted.

(5) All guidelines for chiropractic care and utilization review shall be consistent with the standards of this code that require care to cure or relieve the effects of the industrial injury.

(m) Individually identifiable medical information on patients submitted to the division shall not be subject to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(n) (1) When an injured employee requests acupuncture treatment for work-related injuries, the health care organization shall provide the injured worker with access to the services of an acupuncturist pursuant to guidelines for acupuncture care established by paragraph (2). Within five working days of the employee's request to see an acupuncturist, the health care organization and any person or entity who directs the kind or manner of health care services for the plan shall refer an injured employee to an affiliated acupuncturist for work-related injuries that are within the guidelines for acupuncture care established by paragraph (2). Acupuncture care rendered in accordance with guidelines for acupuncture care established pursuant to paragraph (2) shall be provided by duly licensed acupuncturists affiliated with the plan.

(2) The health care organization shall establish guidelines for acupuncture care in consultation with affiliated acupuncturists who are participants in the health care organization's utilization review process for acupuncture care, which may include qualified medical evaluators. The guidelines for acupuncture care shall, at a minimum, explicitly require the referral of any injured employee who so

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requests to an affiliated acupuncturist for the evaluation or treatment, or both, of neuromusculoskeletal conditions.

(3) Whenever a dispute concerning the appropriateness or necessity of acupuncture care for work-related injuries arises, the dispute shall be resolved by the health care organization's utilization review process for acupuncture care in accordance with the health care organization's guidelines for acupuncture care established by paragraph (2).

Acupuncture utilization review for work-related injuries shall be conducted in accordance with the health care organization's approved quality assurance standards and utilization review process for acupuncture care. Acupuncturists affiliated with the plan shall have access to the health care organization's provider appeals process and, in the case of acupuncture care for work-related injuries, the review shall include review by an acupuncturist affiliated with the health care organization, as determined by the health care organization.

(4) The health care organization shall inform employees of the procedures for processing and resolving grievances, including those related to acupuncture care, including the location and telephone number where grievances may be submitted.

(5) All guidelines for acupuncture care and utilization review shall be consistent with the standards of this code that require care to cure or relieve the effects of the industrial injury.

4600.6. Any workers' compensation insurer, third-party administrator, or other entity seeking certification as a health care organization under subdivision (e) of Section 4600.5 shall be subject to the following rules and procedures:

(a) Each application for authorization as an organization under subdivision (e) of Section 4600.5 shall be verified by an authorized representative of the applicant and shall be in a form prescribed by the administrative director. The application shall be accompanied by the prescribed fee and shall set forth or be accompanied by each and all of the following:

(1) The basic organizational documents of the applicant, such as the articles of incorporation, articles of association, partnership agreement, trust agreement, or other applicable documents and all amendments thereto.

(2) A copy of the bylaws, rules, and regulations, or similar documents regulating the conduct of the internal affairs of the applicant.

(3) A list of the names, addresses, and official positions of the persons who are to be responsible for the conduct of the affairs of the applicant, which shall include, among others, all members of the board of directors, board of trustees, executive committee, or other governing board or committee, the principal officers, each shareholder with over 5 percent interest in the case of a corporation, and all partners or members in the case of a partnership or association, and each person who has loaned funds to the applicant for the operation of its business.

(4) A copy of any contract made, or to be made, between the applicant and any provider of health care, or persons listed in paragraph (3), or any other person or organization agreeing to

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perform an administrative function or service for the plan. The administrative director by rule may identify contracts excluded from this requirement and make provision for the submission of form contracts. The payment rendered or to be rendered to the provider of health care services shall be deemed confidential information that shall not be divulged by the administrative director, except that the payment may be disclosed and become a public record in any legislative, administrative, or judicial proceeding or inquiry. The organization shall also submit the name and address of each provider employed by, or contracting with, the organization, together with his or her license number.

(5) A statement describing the organization, its method of providing for health services, and its physical facilities. If applicable, this statement shall include the health care delivery capabilities of the organization, including the number of full-time and part-time physicians under Section 3209.3, the numbers and types of licensed or state-certified health care support staff, the number of hospital beds contracted for, and the arrangements and the methods by which health care will be provided, as defined by the administrative director under Sections 4600.3 and 4600.5.

(6) A copy of the disclosure forms or materials that are to be issued to employees.

(7) A copy of the form of the contract that is to be issued to any employer, insurer of an employer, or a group of self-insured employers.

(8) Financial statements accompanied by a report, certificate, or opinion of an independent certified public accountant. However, the financial statements from public entities or political subdivisions of the state need not include a report, certificate, or opinion by an independent certified public accountant if the financial statement complies with any requirements that may be established by regulation of the administrative director.

(9) A description of the proposed method of marketing the organization and a copy of any contract made with any person to solicit on behalf of the organization or a copy of the form of agreement used and a list of the contracting parties.

(10) A statement describing the service area or areas to be served, including the service location for each provider rendering professional services on behalf of the organization and the location of any other organization facilities where required by the administrative director.

(11) A description of organization grievance procedures to be utilized as required by this part, and a copy of the form specified by paragraph (3) of subdivision (j).

(12) A description of the procedures and programs for internal review of the quality of health care pursuant to the requirements set forth in this part.

(13) Evidence of adequate insurance coverage or self-insurance to respond to claims for damages arising out of the furnishing of workers' compensation health care.

(14) Evidence of adequate insurance coverage or self-insurance to protect against losses of facilities where required by the administrative director.

(15) Evidence of adequate workers' compensation coverage to protect against claims arising out of work-related injuries that might be brought by the employees and staff of an organization

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against the organization.

(16) Evidence of fidelity bonds in such amount as the administrative director prescribes by regulation.

(17) Other information that the administrative director may reasonably require.

(b) (1) An organization, solicitor, solicitor firm, or representative may not use or permit the use of any advertising or solicitation that is untrue or misleading, or any form of disclosure that is deceptive. For purposes of this chapter:

(A) A written or printed statement or item of information shall be deemed untrue if it does not conform to fact in any respect that is or may be significant to an employer or employee, or potential employer or employee.

(B) A written or printed statement or item of information shall be deemed misleading whether or not it may be literally true, if, in the total context in which the statement is made or the item of information is communicated, the statement or item of information may be understood by a person not possessing special knowledge regarding health care coverage, as indicating any benefit or advantage, or the absence of any exclusion, limitation, or disadvantage of possible significance to an employer or employee, or potential employer or employee.

(C) A disclosure form shall be deemed to be deceptive if the disclosure form taken as a whole and with consideration given to typography and format, as well as language, shall be such as to cause a reasonable person, not possessing special knowledge of workers' compensation health care, and the disclosure form therefor, to expect benefits, service charges, or other advantages that the disclosure form does not provide or that the organization issuing that disclosure form does not regularly make available to employees.

(2) An organization, solicitor, or representative may not use or permit the use of any verbal statement that is untrue, misleading, or deceptive or make any representations about health care offered by the organization or its cost that does not conform to fact. All verbal statements are to be held to the same standards as those for printed matter provided in paragraph (1).

(c) It is unlawful for any person, including an organization, subject to this part, to represent or imply in any manner that the person or organization has been sponsored, recommended, or approved, or that the person's or organization's abilities or qualifications have in any respect been passed upon, by the administrative director.

(d) (1) An organization may not publish or distribute, or allow to be published or distributed on its behalf, any advertisement unless (A) a true copy thereof has first been filed with the administrative director, at least 30 days prior to any such use, or any shorter period as the administrative director by rule or order may allow, and (B) the administrative director by notice has not found the advertisement, wholly or in part, to be untrue, misleading, deceptive, or otherwise not in compliance with this part or the rules thereunder, and specified the deficiencies, within the 30 days or any shorter time as the administrative director by rule or order may allow.

(2) If the administrative director finds that any advertisement of an organization has materially failed to comply with this part or the rules thereunder, the administrative director may, by order, require the organization to publish in the same or similar medium, an

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approved correction or retraction of any untrue, misleading, or deceptive statement contained in the advertising.

(3) The administrative director by rule or order may classify organizations and advertisements and exempt certain classes, wholly or in part, either unconditionally or upon specified terms and conditions or for specified periods, from the application of subdivision (a).

(e) (1) The administrative director shall require the use by each organization of disclosure forms or materials containing any information regarding the health care and terms of the workers' compensation health care contract that the administrative director may require, so as to afford the public, employers, and employees with a full and fair disclosure of the provisions of the contract in readily understood language and in a clearly organized manner. The administrative director may require that the materials be presented in a reasonably uniform manner so as to facilitate comparisons between contracts of the same or other types of organizations. The disclosure form shall describe the health care that is required by the administrative director under Sections 4600.3 and 4600.5, and shall provide that all information be in concise and specific terms, relative to the contract, together with any additional information as may be required by the administrative director, in connection with the organization or contract.

(2) All organizations, solicitors, and representatives of a workers' compensation health care provider organization shall, when presenting any contract for examination or sale to a prospective employee, provide the employee with a properly completed disclosure form, as prescribed by the administrative director pursuant to this section for each contract so examined or sold.

(3) In addition to the other disclosures required by this section, every organization and any agent or employee of the organization shall, when representing an organization for examination or sale to any individual purchaser or the representative of a group consisting of 25 or fewer individuals, disclose in writing the ratio of premium cost to health care paid for contracts with individuals and with groups of the same or similar size for the organization's preceding fiscal year. An organization may report that information by geographic area, provided the organization identifies the geographic area and reports information applicable to that geographic area.

(4) Where the administrative director finds it necessary in the interest of full and fair disclosure, all advertising and other consumer information disseminated by an organization for the purpose of influencing persons to become members of an organization shall contain any supplemental disclosure information that the administrative director may require.

(f) When the administrative director finds it necessary in the interest of full and fair disclosure, all advertising and other consumer information disseminated by an organization for the purpose of influencing persons to become members of an organization shall contain any supplemental disclosure information that the administrative director may require.

(g) (1) An organization may not refuse to enter into any contract, or may not cancel or decline to renew or reinstate any contract, because of the age or any characteristic listed or defined in subdivision (b) or (e) of Section 51 of the Civil Code of any contracting party, prospective contracting party, or person

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reasonably expected to benefit from that contract as an employee or otherwise.

(2) The terms of any contract shall not be modified, and the benefits or coverage of any contract shall not be subject to any limitations, exceptions, exclusions, reductions, copayments, coinsurance, deductibles, reservations, or premium, price, or charge differentials, or other modifications because of the age or any characteristic listed or defined in subdivision (b) or (e) of Section 51 of the Civil Code of any contracting party, potential contracting party, or person reasonably expected to benefit from that contract as an employee or otherwise; except that premium, price, or charge differentials because of the sex or age of any individual when based on objective, valid, and up-to-date statistical and actuarial data are not prohibited. Nothing in this section shall be construed to permit an organization to charge different rates to individual employees within the same group solely on the basis of the employee's sex.

(3) It shall be deemed a violation of subdivision (a) for any organization to utilize marital status, living arrangements, occupation, gender, beneficiary designation, ZIP Codes or other territorial classification, or any combination thereof for the purpose of establishing sexual orientation. Nothing in this section shall be construed to alter in any manner the existing law prohibiting organizations from conducting tests for the presence of human immunodeficiency virus or evidence thereof.

(4) This section shall not be construed to limit the authority of the administrative director to adopt or enforce regulations prohibiting discrimination because of sex, marital status, or sexual orientation.

(h) (1) An organization may not use in its name any of the words "insurance," "casualty," "health care service plan," "health plan," "surety," "mutual," or any other words descriptive of the health plan, insurance, casualty, or surety business or use any name similar to the name or description of any health care service plan, insurance, or surety corporation doing business in this state unless that organization controls or is controlled by an entity licensed as a health care service plan or insurer pursuant to the Health and Safety Code or the Insurance Code and the organization employs a name related to that of the controlled or controlling entity.

(2) Section 2415 of the Business and Professions Code, pertaining to fictitious names, does not apply to organizations certified under this section.

(3) An organization or solicitor firm may not adopt a name style that is deceptive, or one that could cause the public to believe the organization is affiliated with or recommended by any governmental or private entity unless this affiliation or endorsement exists.

(i) Each organization shall meet the following requirements:

(1) All facilities located in this state, including, but not limited to, clinics, hospitals, and skilled nursing facilities, to be utilized by the organization shall be licensed by the State Department of Health Services, if that licensure is required by law. Facilities not located in this state shall conform to all licensing and other requirements of the jurisdiction in which they are located.

(2) All personnel employed by or under contract to the organization shall be licensed or certified by their respective board or agency, where that licensure or certification is required by law.

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(3) All equipment required to be licensed or registered by law shall be so licensed or registered and the operating personnel for that equipment shall be licensed or certified as required by law.

(4) The organization shall furnish services in a manner providing continuity of care and ready referral of patients to other providers at any time as may be appropriate and consistent with good professional practice.

(5) All health care shall be readily available at reasonable times to all employees. To the extent feasible, the organization shall make all health care readily accessible to all employees.

(6) The organization shall employ and utilize allied health manpower for the furnishing of health care to the extent permitted by law and consistent with good health care practice.

(7) The organization shall have the organizational and administrative capacity to provide services to employees. The organization shall be able to demonstrate to the department that health care decisions are rendered by qualified providers, unhindered by fiscal and administrative management.

(8) All contracts with employers, insurers of employers, and self-insured employers and all contracts with providers, and other persons furnishing services, equipment, or facilities to or in connection with the workers' compensation health care organization, shall be fair, reasonable, and consistent with the objectives of this part.

(9) Each organization shall provide to employees all workers' compensation health care required by this code. The administrative director shall not determine the scope of workers' compensation health care to be offered by an organization.

(j) (1) Every organization shall establish and maintain a grievance system approved by the administrative director under which employees may submit their grievances to the organization. Each system shall provide reasonable procedures in accordance with regulations adopted by the administrative director that shall ensure adequate consideration of employee grievances and rectification when appropriate.

(2) Every organization shall inform employees upon enrollment and annually thereafter of the procedures for processing and resolving grievances. The information shall include the location and telephone number where grievances may be submitted.

(3) Every organization shall provide forms for complaints to be given to employees who wish to register written complaints. The forms used by organizations shall be approved by the administrative director in advance as to format.

(4) The organization shall keep in its files all copies of complaints, and the responses thereto, for a period of five years.

(k) Every organization shall establish procedures in accordance with regulations of the administrative director for continuously reviewing the quality of care, performance of medical personnel, utilization of services and facilities, and costs. Notwithstanding any other provision of law, there shall be no monetary liability on the part of, and no cause of action for damages shall arise against, any person who participates in quality of care or utilization reviews by peer review committees that are composed chiefly of physicians, as defined by Section 3209.3, for any act performed during the reviews if the person acts without malice, has made a reasonable effort to obtain the facts of the matter, and believes that the

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action taken is warranted by the facts, and neither the proceedings nor the records of the reviews shall be subject to discovery, nor shall any person in attendance at the reviews be required to testify as to what transpired thereat. Disclosure of the proceedings or records to the governing body of an organization or to any person or entity designated by the organization to review activities of the committees shall not alter the status of the records or of the proceedings as privileged communications.

The above prohibition relating to discovery or testimony does not apply to the statements made by any person in attendance at a review who is a party to an action or proceeding the subject matter of which was reviewed, or to any person requesting hospital staff privileges, or in any action against an insurance carrier alleging bad faith by the carrier in refusing to accept a settlement offer within the policy limits, or to the administrative director in conducting surveys pursuant to subdivision (o).

This section shall not be construed to confer immunity from liability on any workers' compensation health care organization. In any case in which, but for the enactment of the preceding provisions of this section, a cause of action would arise against an organization, the cause of action shall exist notwithstanding the provisions of this section.

(1) Nothing in this chapter shall be construed to prevent an organization from utilizing subcommittees to participate in peer review activities, nor to prevent an organization from delegating the responsibilities required by subdivision (i) as it determines to be appropriate, to subcommittees including subcommittees composed of a majority of nonphysician health care providers licensed pursuant to the Business and Professions Code, as long as the organization controls the scope of authority delegated and may revoke all or part of this authority at any time. Persons who participate in the subcommittees shall be entitled to the same immunity from monetary liability and actions for civil damages as persons who participate in organization or provider peer review committees pursuant to subdivision (i).

(m) Every organization shall have and shall demonstrate to the administrative director that it has all of the following:

(1) Adequate provision for continuity of care.

(2) A procedure for prompt payment and denial of provider claims.

(n) Every contract between an organization and an employer or insurer of an employer, and every contract between any organization and a provider of health care, shall be in writing.

(o) (1) The administrative director shall conduct periodically an onsite medical survey of the health care delivery system of each organization. The survey shall include a review of the procedures for obtaining health care, the procedures for regulating utilization, peer review mechanisms, internal procedures for assuring quality of care, and the overall performance of the organization in providing health care and meeting the health needs of employees.

(2) The survey shall be conducted by a panel of qualified health professionals experienced in evaluating the delivery of workers' compensation health care. The administrative director shall be authorized to contract with professional organizations or outside personnel to conduct medical surveys. These organizations or personnel shall have demonstrated the ability to objectively evaluate the delivery of this health care.

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(3) Surveys performed pursuant to this section shall be conducted as often as deemed necessary by the administrative director to assure the protection of employees, but not less frequently than once every three years. Nothing in this section shall be construed to require the survey team to visit each clinic, hospital, office, or facility of the organization.

(4) Nothing in this section shall be construed to require the medical survey team to review peer review proceedings and records conducted and compiled under this section or in medical records. However, the administrative director shall be authorized to require onsite review of these peer review proceedings and records or medical records where necessary to determine that quality health care is being delivered to employees. Where medical record review is authorized, the survey team shall ensure that the confidentiality of the physician-patient relationship is safeguarded in accordance with existing law and neither the survey team nor the administrative director or the administrative director's staff may be compelled to disclose this information except in accordance with the physician-patient relationship. The administrative director shall ensure that the confidentiality of the peer review proceedings and records is maintained. The disclosure of the peer review proceedings and records to the administrative director or the medical survey team shall not alter the status of the proceedings or records as privileged and confidential communications.

(5) The procedures and standards utilized by the survey team shall be made available to the organizations prior to the conducting of medical surveys.

(6) During the survey, the members of the survey team shall offer such advice and assistance to the organization as deemed appropriate.

(7) The administrative director shall notify the organization of deficiencies found by the survey team. The administrative director shall give the organization a reasonable time to correct the deficiencies, and failure on the part of the organization to comply to the administrative director's satisfaction shall constitute cause for disciplinary action against the organization.

(8) Reports of all surveys, deficiencies, and correction plans shall be open to public inspection, except that no surveys, deficiencies or correction plans shall be made public unless the organization has had an opportunity to review the survey and file a statement of response within 30 days, to be attached to the report.

(p) (1) All records, books, and papers of an organization, management company, solicitor, solicitor firm, and any provider or subcontractor providing medical or other services to an organization, management company, solicitor, or solicitor firm shall be open to inspection during normal business hours by the administrative director.

(2) To the extent feasible, all the records, books, and papers described in paragraph (1) shall be located in this state. In examining those records outside this state, the administrative director shall consider the cost to the organization, consistent with the effectiveness of the administrative director's examination, and may upon reasonable notice require that these records, books, and papers, or a specified portion thereof, be made available for examination in this state, or that a true and accurate copy of these records, books, and papers, or a specified portion thereof, be furnished to the administrative director.

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(q) (1) The administrative director shall conduct an examination of the administrative affairs of any organization, and each person with whom the organization has made arrangements for administrative, or management services, as often as deemed necessary to protect the interest of employees, but not less frequently than once every five years.

(2) The expense of conducting any additional or nonroutine examinations pursuant to this section, and the expense of conducting any additional or nonroutine medical surveys pursuant to subdivision (o) shall be charged against the organization being examined or surveyed. The amount shall include the actual salaries or compensation paid to the persons making the examination or survey, the expenses incurred in the course thereof, and overhead costs in connection therewith as fixed by the administrative director. In determining the cost of examinations or surveys, the administrative director may use the estimated average hourly cost for all persons performing examinations or surveys of workers' compensation health care organizations for the fiscal year. The amount charged shall be remitted by the organization to the administrative director.

(3) Reports of all examinations shall be open to public inspection, except that no examination shall be made public, unless the organization has had an opportunity to review the examination report and file a statement or response within 30 days, to be attached to the report.

4600.7. (a) The Workers' Compensation Managed Care Fund is hereby created in the State Treasury for the administration of Sections 4600.3 and 4600.5 by the Division of Workers' Compensation. The administrative director shall establish a schedule of fees and revenues to be charged to certified health care organizations and applicants for certification to fully fund the administration of these provisions and to repay amounts received as a loan from the General Fund. All fees and revenues shall be deposited in the Workers' Compensation Managed Care Fund and shall be used when appropriated by the Legislature solely for the purpose of carrying out the responsibilities of the Division of Workers' Compensation under Section 4600.3 or 4600.5.

(b) On and after July 1, 1998, no funds received as a loan from the General Fund shall be used to support the administration of Sections 4600.3 and 4600.5. The loan amount shall be repaid to the General Fund by assessing a surcharge on the enrollment fee for each of the next five fiscal years. In the event the surcharge does not produce sufficient revenue over this period, the surcharge shall be adjusted to fully repay the loan over the following three fiscal years, with the final assessment calculated by dividing the balance of the loan by the enrollees at the end of the final fiscal year.

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4610. (a) For purposes of this section, "utilization review" means utilization review or utilization management functions that prospectively, retrospectively, or concurrently review and approve, modify, delay, or deny, based in whole or in part on medical necessity to cure and relieve, treatment recommendations by physicians, as defined in Section 3209.3, prior to, retrospectively, or concurrent with the provision of medical treatment services pursuant to Section 4600.

(b) Every employer shall establish a utilization review process in compliance with this section, either directly or through its insurer or an entity with which an employer or insurer contracts for these services.

(c) Each utilization review process shall be governed by written policies and procedures. These policies and procedures shall ensure that decisions based on the medical necessity to cure and relieve of proposed medical treatment services are consistent with the schedule for medical treatment utilization adopted pursuant to Section 5307.27. These policies and procedures, and a description of the utilization process, shall be filed with the administrative director and shall be disclosed by the employer to employees, physicians, and the public upon request.

(d) If an employer, insurer, or other entity subject to this section requests medical information from a physician in order to determine whether to approve, modify, delay, or deny requests for authorization, the employer shall request only the information reasonably necessary to make the determination. The employer, insurer, or other entity shall employ or designate a medical director who holds an unrestricted license to practice medicine in this state issued pursuant to Section 2050 or Section 2450 of the Business and Professions Code. The medical director shall ensure that the process by which the employer or other entity reviews and approves, modifies, delays, or denies requests by physicians prior to, retrospectively, or concurrent with the provision of medical treatment services, complies with the requirements of this section. Nothing in this section shall be construed as restricting the existing authority of the Medical Board of California.

(e) No person other than a licensed physician who is competent to evaluate the specific clinical issues involved in the medical treatment services, and where these services are within the scope of the physician's practice, requested by the physician may modify, delay, or deny requests for authorization of medical treatment for reasons of medical necessity to cure and relieve.

(f) The criteria or guidelines used in the utilization review process to determine whether to approve, modify, delay, or deny medical treatment services shall be all of the following:

- (1) Developed with involvement from actively practicing physicians.
- (2) Consistent with the schedule for medical treatment utilization adopted pursuant to Section 5307.27.
- (3) Evaluated at least annually, and updated if necessary.
- (4) Disclosed to the physician and the employee, if used as the basis of a decision to modify, delay, or deny services in a specified case under review.
- (5) Available to the public upon request. An employer shall only be required to disclose the criteria or guidelines for the specific procedures or conditions requested. An employer may charge members of

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the public reasonable copying and postage expenses related to disclosing criteria or guidelines pursuant to this paragraph. Criteria or guidelines may also be made available through electronic means. No charge shall be required for an employee whose physician's request for medical treatment services is under review.

(g) In determining whether to approve, modify, delay, or deny requests by physicians prior to, retrospectively, or concurrent with the provisions of medical treatment services to employees all of the following requirements shall be met:

(1) Prospective or concurrent decisions shall be made in a timely fashion that is appropriate for the nature of the employee's condition, not to exceed five working days from the receipt of the information reasonably necessary to make the determination, but in no event more than 14 days from the date of the medical treatment recommendation by the physician. In cases where the review is retrospective, a decision resulting in denial of all or part of the medical treatment service shall be communicated to the individual who received services, or to the individual's designee, within 30 days of receipt of information that is reasonably necessary to make this determination. If payment for a medical treatment service is made within the time prescribed by Section 4603.2, a retrospective decision to approve the service need not otherwise be communicated.

(2) When the employee's condition is such that the employee faces an imminent and serious threat to his or her health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for the decisionmaking process, as described in paragraph (1), would be detrimental to the employee's life or health or could jeopardize the employee's ability to regain maximum function, decisions to approve, modify, delay, or deny requests by physicians prior to, or concurrent with, the provision of medical treatment services to employees shall be made in a timely fashion that is appropriate for the nature of the employee's condition, but not to exceed 72 hours after the receipt of the information reasonably necessary to make the determination.

(3) (A) Decisions to approve, modify, delay, or deny requests by physicians for authorization prior to, or concurrent with, the provision of medical treatment services to employees shall be communicated to the requesting physician within 24 hours of the decision. Decisions resulting in modification, delay, or denial of all or part of the requested health care service shall be communicated to physicians initially by telephone or facsimile, and to the physician and employee in writing within 24 hours for concurrent review, or within two business days of the decision for prospective review, as prescribed by the administrative director. If the request is not approved in full, disputes shall be resolved in accordance with Section 4610.5, if applicable, or otherwise in accordance with Section 4062.

(B) In the case of concurrent review, medical care shall not be discontinued until the employee's physician has been notified of the decision and a care plan has been agreed upon by the physician that is appropriate for the medical needs of the employee. Medical care provided during a concurrent review shall be care that is medically necessary to cure and relieve, and an insurer or self-insured employer shall only be liable for those services determined medically necessary to cure and relieve. If the insurer or self-insured employer disputes whether or not one or more services offered

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concurrently with a utilization review were medically necessary to cure and relieve, the dispute shall be resolved pursuant to Section 4610.5, if applicable, or otherwise pursuant to Section 4062. Any compromise between the parties that an insurer or self-insured employer believes may result in payment for services that were not medically necessary to cure and relieve shall be reported by the insurer or the self-insured employer to the licensing board of the provider or providers who received the payments, in a manner set forth by the respective board and in such a way as to minimize reporting costs both to the board and to the insurer or self-insured employer, for evaluation as to possible violations of the statutes governing appropriate professional practices. No fees shall be levied upon insurers or self-insured employers making reports required by this section.

(4) Communications regarding decisions to approve requests by physicians shall specify the specific medical treatment service approved. Responses regarding decisions to modify, delay, or deny medical treatment services requested by physicians shall include a clear and concise explanation of the reasons for the employer's decision, a description of the criteria or guidelines used, and the clinical reasons for the decisions regarding medical necessity. If a utilization review decision to deny or delay a medical service is due to incomplete or insufficient information, the decision shall specify the reason for the decision and specify the information that is needed.

(5) If the employer, insurer, or other entity cannot make a decision within the timeframes specified in paragraph (1) or (2) because the employer or other entity is not in receipt of all of the information reasonably necessary and requested, because the employer requires consultation by an expert reviewer, or because the employer has asked that an additional examination or test be performed upon the employee that is reasonable and consistent with good medical practice, the employer shall immediately notify the physician and the employee, in writing, that the employer cannot make a decision within the required timeframe, and specify the information requested but not received, the expert reviewer to be consulted, or the additional examinations or tests required. The employer shall also notify the physician and employee of the anticipated date on which a decision may be rendered. Upon receipt of all information reasonably necessary and requested by the employer, the employer shall approve, modify, or deny the request for authorization within the timeframes specified in paragraph (1) or (2).

(6) A utilization review decision to modify, delay, or deny a treatment recommendation shall remain effective for 12 months from the date of the decision without further action by the employer with regard to any further recommendation by the same physician for the same treatment unless the further recommendation is supported by a documented change in the facts material to the basis of the utilization review decision.

(7) Utilization review of a treatment recommendation shall not be required while the employer is disputing liability for injury or treatment of the condition for which treatment is recommended pursuant to Section 4062.

(8) If utilization review is deferred pursuant to paragraph (7), and it is finally determined that the employer is liable for treatment of the condition for which treatment is recommended, the

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time for the employer to conduct retrospective utilization review in accordance with paragraph (1) shall begin on the date the determination of the employer's liability becomes final, and the time for the employer to conduct prospective utilization review shall commence from the date of the employer's receipt of a treatment recommendation after the determination of the employer's liability.

(h) Every employer, insurer, or other entity subject to this section shall maintain telephone access for physicians to request authorization for health care services.

(i) If the administrative director determines that the employer, insurer, or other entity subject to this section has failed to meet any of the timeframes in this section, or has failed to meet any other requirement of this section, the administrative director may assess, by order, administrative penalties for each failure. A proceeding for the issuance of an order assessing administrative penalties shall be subject to appropriate notice to, and an opportunity for a hearing with regard to, the person affected. The administrative penalties shall not be deemed to be an exclusive remedy for the administrative director. These penalties shall be deposited in the Workers' Compensation Administration Revolving Fund.

4610.1. An employee shall not be entitled to an increase in compensation under Section 5814 for unreasonable delay in the provision of medical treatment for periods of time necessary to complete the utilization review process in compliance with Section 4610. A determination by the appeals board or a final determination of the administrative director pursuant to independent medical review that medical treatment is appropriate shall not be conclusive evidence that medical treatment was unreasonably delayed or denied for purposes of penalties under Section 5814. In no case shall this section preclude an employee from entitlement to an increase in compensation under Section 5814 when an employer has unreasonably delayed or denied medical treatment due to an unreasonable delay in completion of the utilization review process set forth in Section 4610.

4610.3. (a) Regardless of whether an employer has established a medical provider network pursuant to Section 4616 or entered into a contract with a health care organization pursuant to Section 4600.5, an employer that authorizes medical treatment shall not rescind or modify that authorization after the medical treatment has been provided based on that authorization for any reason, including, but not limited to, the employer's subsequent determination that the physician who treated the employee was not eligible to treat that injured employee. If the authorized medical treatment consists of a series of treatments or services, the employer may rescind or modify the authorization only for the treatments or services that have not already been provided.

(b) This section shall not be construed to expand or alter the benefits available under, or the terms and conditions of, any contract, including, but not limited to, existing medical provider network and health care organization contracts.

(c) This section shall not be construed to impact the ability of

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the employer to transfer treatment of an injured employee into a medical provider network or health care organization. This subdivision is declaratory of existing law.

(d) This section shall not be construed to establish that a provider of authorized medical treatment is the physician primarily responsible for managing the injured employee's care for purposes of rendering opinions on all medical issues necessary to determine eligibility for compensation.

4610.5. (a) This section applies to the following disputes:

(1) Any dispute over a utilization review decision regarding treatment for an injury occurring on or after January 1, 2013.

(2) Any dispute over a utilization review decision if the decision is communicated to the requesting physician on or after July 1, 2013, regardless of the date of injury.

(b) A dispute described in subdivision (a) shall be resolved only in accordance with this section.

(c) For purposes of this section and Section 4610.6, the following definitions apply:

(1) "Disputed medical treatment" means medical treatment that has been modified, delayed, or denied by a utilization review decision.

(2) "Medically necessary" and "medical necessity" mean medical treatment that is reasonably required to cure or relieve the injured employee of the effects of his or her injury and based on the following standards, which shall be applied in the order listed, allowing reliance on a lower ranked standard only if every higher ranked standard is inapplicable to the employee's medical condition:

(A) The guidelines adopted by the administrative director pursuant to Section 5307.27.

(B) Peer-reviewed scientific and medical evidence regarding the effectiveness of the disputed service.

(C) Nationally recognized professional standards.

(D) Expert opinion.

(E) Generally accepted standards of medical practice.

(F) Treatments that are likely to provide a benefit to a patient for conditions for which other treatments are not clinically efficacious.

(3) "Utilization review decision" means a decision pursuant to Section 4610 to modify, delay, or deny, based in whole or in part on medical necessity to cure or relieve, a treatment recommendation or recommendations by a physician prior to, retrospectively, or concurrent with the provision of medical treatment services pursuant to Section 4600 or subdivision (c) of Section 5402.

(4) Unless otherwise indicated by context, "employer" means the employer, the insurer of an insured employer, a claims administrator, or a utilization review organization, or other entity acting on behalf of any of them.

(d) If a utilization review decision denies, modifies, or delays a treatment recommendation, the employee may request an independent medical review as provided by this section.

(e) A utilization review decision may be reviewed or appealed only by independent medical review pursuant to this section. Neither the employee nor the employer shall have any liability for medical treatment furnished without the authorization of the employer if the

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treatment is delayed, modified, or denied by a utilization review decision unless the utilization review decision is overturned by independent medical review in accordance with this section.

(f) As part of its notification to the employee regarding an initial utilization review decision that denies, modifies, or delays a treatment recommendation, the employer shall provide the employee with a one-page form prescribed by the administrative director, and an addressed envelope, which the employee may return to the administrative director or the administrative director's designee to initiate an independent medical review. The employer shall include on the form any information required by the administrative director to facilitate the completion of the independent medical review. The form shall also include all of the following:

(1) Notice that the utilization review decision is final unless the employee requests independent medical review.

(2) A statement indicating the employee's consent to obtain any necessary medical records from the employer or insurer and from any medical provider the employee may have consulted on the matter, to be signed by the employee.

(3) Notice of the employee's right to provide information or documentation, either directly or through the employee's physician, regarding the following:

(A) The treating physician's recommendation indicating that the disputed medical treatment is medically necessary for the employee's medical condition.

(B) Medical information or justification that a disputed medical treatment, on an urgent care or emergency basis, was medically necessary for the employee's medical condition.

(C) Reasonable information supporting the employee's position that the disputed medical treatment is or was medically necessary for the employee's medical condition, including all information provided to the employee by the employer or by the treating physician, still in the employee's possession, concerning the employer's or the physician's decision regarding the disputed medical treatment, as well as any additional material that the employee believes is relevant.

(g) The independent medical review process may be terminated at any time upon the employer's written authorization of the disputed medical treatment.

(h) (1) The employee may submit a request for independent medical review to the division no later than 30 days after the service of the utilization review decision to the employee.

(2) If at the time of a utilization review decision the employer is also disputing liability for the treatment for any reason besides medical necessity, the time for the employee to submit a request for independent medical review to the administrative director or administrative director's designee is extended to 30 days after service of a notice to the employee showing that the other dispute of liability has been resolved.

(3) If the employer fails to comply with subdivision (f) at the time of notification of its utilization review decision, the time limitations for the employee to submit a request for independent medical review shall not begin to run until the employer provides the required notice to the employee.

(4) A provider of emergency medical treatment when the employee faced an imminent and serious threat to his or her health, including, but not limited to, the potential loss of life, limb, or other major

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bodily function, may submit a request for independent medical review on its own behalf. A request submitted by a provider pursuant to this paragraph shall be submitted to the administrative director or administrative director's designee within the time limitations applicable for an employee to submit a request for independent medical review.

(i) An employer shall not engage in any conduct that has the effect of delaying the independent review process. Engaging in that conduct or failure of the employer to promptly comply with this section is a violation of this section and, in addition to any other fines, penalties, and other remedies available to the administrative director, the employer shall be subject to an administrative penalty in an amount determined pursuant to regulations to be adopted by the administrative director, not to exceed five thousand dollars (\$5,000) for each day that proper notification to the employee is delayed. The administrative penalties shall be paid to the Workers' Compensation Administration Revolving Fund.

(j) For purposes of this section, an employee may designate a parent, guardian, conservator, relative, or other designee of the employee as an agent to act on his or her behalf. A designation of an agent executed prior to the utilization review decision shall not be valid. The requesting physician may join with or otherwise assist the employee in seeking an independent medical review, and may advocate on behalf of the employee.

(k) The administrative director or his or her designee shall expeditiously review requests and immediately notify the employee and the employer in writing as to whether the request for an independent medical review has been approved, in whole or in part, and, if not approved, the reasons therefor. If there appears to be any medical necessity issue, the dispute shall be resolved pursuant to an independent medical review, except that, unless the employer agrees that the case is eligible for independent medical review, a request for independent medical review shall be deferred if at the time of a utilization review decision the employer is also disputing liability for the treatment for any reason besides medical necessity.

(l) Upon notice from the administrative director that an independent review organization has been assigned, the employer shall provide to the independent medical review organization all of the following documents within 10 days of notice of assignment:

(1) A copy of all of the employee's medical records in the possession of the employer or under the control of the employer relevant to each of the following:

- (A) The employee's current medical condition.
- (B) The medical treatment being provided by the employer.
- (C) The disputed medical treatment requested by the employee.

(2) A copy of all information provided to the employee by the employer concerning employer and provider decisions regarding the disputed treatment.

(3) A copy of any materials the employee or the employee's provider submitted to the employer in support of the employee's request for the disputed treatment.

(4) A copy of any other relevant documents or information used by the employer or its utilization review organization in determining whether the disputed treatment should have been provided, and any statements by the employer or its utilization review organization explaining the reasons for the decision to deny, modify, or delay the

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recommended treatment on the basis of medical necessity. The employer shall concurrently provide a copy of the documents required by this paragraph to the employee and the requesting physician, except that documents previously provided to the employee or physician need not be provided again if a list of those documents is provided.

(m) Any newly developed or discovered relevant medical records in the possession of the employer after the initial documents are provided to the independent medical review organization shall be forwarded immediately to the independent medical review organization. The employer shall concurrently provide a copy of medical records required by this subdivision to the employee or the employee's treating physician, unless the offer of medical records is declined or otherwise prohibited by law. The confidentiality of medical records shall be maintained pursuant to applicable state and federal laws.

(n) If there is an imminent and serious threat to the health of the employee, as specified in subdivision (c) of Section 1374.33 of the Health and Safety Code, all necessary information and documents required by subdivision (l) shall be delivered to the independent medical review organization within 24 hours of approval of the request for review.

(o) The employer shall promptly issue a notification to the employee, after submitting all of the required material to the independent medical review organization, that lists documents submitted and includes copies of material not previously provided to the employee or the employee's designee.

4610.6. (a) Upon receipt of a case pursuant to Section 4610.5, an independent medical review organization shall conduct the review in accordance with this article and any regulations or orders of the administrative director. The organization's review shall be limited to an examination of the medical necessity of the disputed medical treatment.

(b) Upon receipt of information and documents related to a case, the medical reviewer or reviewers selected to conduct the review by the independent medical review organization shall promptly review all pertinent medical records of the employee, provider reports, and any other information submitted to the organization or requested from any of the parties to the dispute by the reviewers. If the reviewers request information from any of the parties, a copy of the request and the response shall be provided to all of the parties. The reviewer or reviewers shall also review relevant information related to the criteria set forth in subdivision (c).

(c) Following its review, the reviewer or reviewers shall determine whether the disputed health care service was medically necessary based on the specific medical needs of the employee and the standards of medical necessity as defined in subdivision (c) of Section 4610.5.

(d) The organization shall complete its review and make its determination in writing, and in layperson's terms to the maximum extent practicable, within 30 days of the receipt of the request for review and supporting documentation, or within less time as prescribed by the administrative director. If the disputed medical

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treatment has not been provided and the employee's provider or the administrative director certifies in writing that an imminent and serious threat to the health of the employee may exist, including, but not limited to, serious pain, the potential loss of life, limb, or major bodily function, or the immediate and serious deterioration of the health of the employee, the analyses and determinations of the reviewers shall be expedited and rendered within three days of the receipt of the information. Subject to the approval of the administrative director, the deadlines for analyses and determinations involving both regular and expedited reviews may be extended for up to three days in extraordinary circumstances or for good cause.

(e) The medical professionals' analyses and determinations shall state whether the disputed health care service is medically necessary. Each analysis shall cite the employee's medical condition, the relevant documents in the record, and the relevant findings associated with the provisions of subdivision (c) to support the determination. If more than one medical professional reviews the case, the recommendation of the majority shall prevail. If the medical professionals reviewing the case are evenly split as to whether the disputed health care service should be provided, the decision shall be in favor of providing the service.

(f) The independent medical review organization shall provide the administrative director, the employer, the employee, and the employee's provider with the analyses and determinations of the medical professionals reviewing the case, and a description of the qualifications of the medical professionals. The independent medical review organization shall keep the names of the reviewers confidential in all communications with entities or individuals outside the independent medical review organization. If more than one medical professional reviewed the case and the result was differing determinations, the independent medical review organization shall provide each of the separate reviewer's analyses and determinations.

(g) The determination of the independent medical review organization shall be deemed to be the determination of the administrative director and shall be binding on all parties.

(h) A determination of the administrative director pursuant to this section may be reviewed only by a verified appeal from the medical review determination of the administrative director, filed with the appeals board for hearing pursuant to Chapter 3 (commencing with Section 5500) of Part 4 and served on all interested parties within 30 days of the date of mailing of the determination to the aggrieved employee or the aggrieved employer. The determination of the administrative director shall be presumed to be correct and shall be set aside only upon proof by clear and convincing evidence of one or more of the following grounds for appeal:

(1) The administrative director acted without or in excess of the administrative director's powers.

(2) The determination of the administrative director was procured by fraud.

(3) The independent medical reviewer was subject to a material conflict of interest that is in violation of Section 139.5.

(4) The determination was the result of bias on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.

(5) The determination was the result of a plainly erroneous

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express or implied finding of fact, provided that the mistake of fact is a matter of ordinary knowledge based on the information submitted for review pursuant to Section 4610.5 and not a matter that is subject to expert opinion.

(i) If the determination of the administrative director is reversed, the dispute shall be remanded to the administrative director to submit the dispute to independent medical review by a different independent review organization. In the event that a different independent medical review organization is not available after remand, the administrative director shall submit the dispute to the original medical review organization for review by a different reviewer in the organization. In no event shall a workers' compensation administrative law judge, the appeals board, or any higher court make a determination of medical necessity contrary to the determination of the independent medical review organization.

(j) Upon receiving the determination of the administrative director that a disputed health care service is medically necessary, the employer shall promptly implement the decision as provided by this section unless the employer has also disputed liability for any reason besides medical necessity. In the case of reimbursement for services already rendered, the employer shall reimburse the provider or employee, whichever applies, within 20 days, subject to resolution of any remaining issue of the amount of payment pursuant to Sections 4603.2 to 4603.6, inclusive. In the case of services not yet rendered, the employer shall authorize the services within five working days of receipt of the written determination from the independent medical review organization, or sooner if appropriate for the nature of the employee's medical condition, and shall inform the employee and provider of the authorization.

(k) Failure to pay for services already provided or to authorize services not yet rendered within the time prescribed by subdivision (l) is a violation of this section and, in addition to any other fines, penalties, and other remedies available to the administrative director, the employer shall be subject to an administrative penalty in an amount determined pursuant to regulations to be adopted by the administrative director, not to exceed five thousand dollars (\$5,000) for each day the decision is not implemented. The administrative penalties shall be paid to the Workers' Compensation Administration Revolving Fund.

(l) The costs of independent medical review and the administration of the independent medical review system shall be borne by employers through a fee system established by the administrative director. After considering any relevant information on program costs, the administrative director shall establish a reasonable, per-case reimbursement schedule to pay the costs of independent medical review organization reviews and the cost of administering the independent medical review system, which may vary depending on the type of medical condition under review and on other relevant factors.

(m) The administrative director may publish the results of independent medical review determinations after removing individually identifiable information.

(n) If any provision of this section, or the application thereof to any person or circumstances, is held invalid, the remainder of the section, and the application of its provisions to other persons or circumstances, shall not be affected thereby.

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4616 a) (1) On or after January 1, 2005, an insurer, employer, or entity that provides physician network services may establish or modify a medical provider network for the provision of medical treatment to injured employees. The network shall include physicians primarily engaged in the treatment of occupational injuries. The administrative director shall encourage the integration of occupational and nonoccupational providers. The number of physicians in the medical provider network shall be sufficient to enable treatment for injuries or conditions to be provided in a timely manner. The provider network shall include an adequate number and type of physicians, as described in Section 3209.3, or other providers, as described in Section 3209.5, to treat common injuries experienced by injured employees based on the type of occupation or industry in which the employee is engaged, and the geographic area where the employees are employed.

(2) Medical treatment for injuries shall be readily available at reasonable times to all employees. To the extent feasible, all medical treatment for injuries shall be readily accessible to all employees. With respect to availability and accessibility of treatment, the administrative director shall consider the needs of rural areas, specifically those in which health facilities are located at least 30 miles apart and areas in which there is a health care shortage.

(3) Commencing January 1, 2014, a treating physician shall be included in the network only if, at the time of entering into or renewing an agreement by which the physician would be in the network, the physician, or an authorized employee of the physician or the physician's office, provides a separate written acknowledgment in which the physician affirmatively elects to be a member of the network. Copies of the written acknowledgment shall be provided to the administrative director upon the administrative director's request. This paragraph shall not apply to a physician who is a shareholder, partner, or employee of a medical group that elects to be part of the network.

(4) Commencing January 1, 2014, every medical provider network shall post on its Internet Web site a roster of all treating physicians in the medical provider network and shall update the roster at least quarterly. Every network shall provide to the administrative director the Internet Web site address of the network and of its roster of treating physicians. The administrative director shall post, on the division's Internet Web site, the Internet Web site address of every approved medical provider network.

(5) Commencing January 1, 2014, every medical provider network shall provide one or more persons within the United States to serve as medical access assistants to help an injured employee find an available physician of the employee's choice, and subsequent physicians if necessary, under Section 4616.3. Medical access assistants shall have a toll-free telephone number that injured employees may use and shall be available at least from 7 a.m. to 8 p.m. Pacific Standard Time, Monday through Saturday, inclusive, to respond to injured employees, contact physicians' offices during regular business hours, and schedule appointments. The administrative director shall promulgate regulations on or before July 1, 2013, governing the provision of medical access assistants.

(b) (1) An insurer, employer, or entity that provides physician network services shall submit a plan for the medical provider network

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to the administrative director for approval. The administrative director shall approve the plan for a period of four years if he or she determines that the plan meets the requirements of this section. If the administrative director does not act on the plan within 60 days of submitting the plan, it shall be deemed approved. Commencing January 1, 2014, existing approved plans shall be deemed approved for a period of four years from the most recent application or modification approval date. Plans for reapproval for medical provider networks shall be submitted at least six months before the expiration of the four-year approval period. Upon a showing that the medical provider network was approved or deemed approved by the administrative director, there shall be a conclusive presumption on the part of the appeals board that the medical provider network was validly formed.

(2) Every medical provider network shall establish and follow procedures to continuously review the quality of care, performance of medical personnel, utilization of services and facilities, and costs.

(3) Every medical provider network shall submit geocoding of its network for reapproval to establish that the number and geographic location of physicians in the network meets the required access standards.

(4) The administrative director shall at any time have the discretion to investigate complaints and to conduct random reviews of approved medical networks.

(5) Approval of a plan may be denied, revoked, or suspended if the medical provider network fails to meet the requirements of this article. Any person contending that a medical provider network is not validly constituted may petition the administrative director to suspend or revoke the approval of the medical provider network. The administrative director may adopt regulations establishing a schedule of administrative penalties not to exceed five thousand dollars (\$5,000) per violation, or probation, or both, in lieu of revocation or suspension for less severe violations of the requirements of this article. Penalties, probation, suspension, or revocation shall be ordered by the administrative director only after notice and opportunity to be heard. Unless suspended or revoked by the administrative director, the administrative director's approval of a medical provider network shall be binding on all persons and all courts. A determination of the administrative director may be reviewed only by an appeal of the determination of the administrative director filed as an original proceeding before the reconsideration unit of the workers' compensation appeals board on the same grounds and within the same time limits after issuance of the determination as would be applicable to a petition for reconsideration of a decision of a workers' compensation administrative law judge.

(c) Physician compensation may not be structured in order to achieve the goal of reducing, delaying, or denying medical treatment or restricting access to medical treatment.

(d) If the employer or insurer meets the requirements of this section, the administrative director may not withhold approval or disapprove an employer's or insurer's medical provider network based solely on the selection of providers. In developing a medical provider network, an employer or insurer shall have the exclusive right to determine the members of their network.

(e) All treatment provided shall be provided in accordance with

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the medical treatment utilization schedule established pursuant to Section 5307.27.

(f) No person other than a licensed physician who is competent to evaluate the specific clinical issues involved in the medical treatment services, when these services are within the scope of the physician's practice, may modify, delay, or deny requests for authorization of medical treatment.

(g) Commencing January 1, 2013, every contracting agent that sells, leases, assigns, transfers, or conveys its medical provider networks and their contracted reimbursement rates to an insurer, employer, entity that provides physician network services, or another contracting agent shall, upon entering or renewing a provider contract, disclose to the provider whether the medical provider network may be sold, leased, transferred, or conveyed to other insurers, employers, entities that provide physician network services, or another contracting agent, and specify whether those insurers, employers, entities that provide physician network services, or contracting agents include workers' compensation insurers.

(h) On or before November 1, 2004, the administrative director, in consultation with the Department of Managed Health Care, shall adopt regulations implementing this article. The administrative director shall develop regulations that establish procedures for purposes of making medical provider network modifications.

4616.1. (a) An insurer, employer, or entity that provides physician network services that offers a medical provider network under this division and that uses economic profiling shall file with the administrative director a description of any policies and procedures related to economic profiling utilized. The filing shall describe how these policies and procedures are used in utilization review, peer review, incentive and penalty programs, and in provider retention and termination decisions. The insurer, employer, or entity that provides physician network services shall provide a copy of the filing to an individual physician, provider, medical group, or individual practice association.

(b) The administrative director shall make each approved medical provider network economic profiling policy filing available to the public upon request. The administrative director may not publicly disclose any information submitted pursuant to this section that is determined by the administrative director to be confidential pursuant to state or federal law.

(c) For the purposes of this article, "economic profiling" shall mean any evaluation of a particular physician, provider, medical group, or individual practice association based in whole or in part on the economic costs or utilization of services associated with medical care provided or authorized by the physician, provider, medical group, or individual practice association.

4616.2. (a) An insurer, employer, or entity that provides physician network services that arranges for care for injured employees

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through a medical provider network shall file a written continuity of care policy with the administrative director.

(b) If approved by the administrative director, the provisions of the written continuity of care policy shall replace all prior continuity of care policies. The insurer, employer, or entity that provides physician network services shall file a revision of the continuity of care policy with the administrative director if it makes a material change to the policy.

(c) The insurer, employer, or entity that provides physician network services shall provide to all employees entering the workers' compensation system notice of its written continuity of care policy and information regarding the process for an employee to request a review under the policy and shall provide, upon request, a copy of the written policy to an employee.

(d) (1) An insurer, employer, or entity that provides physician network services that offers a medical provider network shall, at the request of an injured employee, provide the completion of treatment as set forth in this section by a terminated provider.

(2) The completion of treatment shall be provided by a terminated provider to an injured employee who, at the time of the contract's termination, was receiving services from that provider for one of the conditions described in paragraph (3).

(3) The insurer, employer, or entity that provides physician network services shall provide for the completion of treatment for the following conditions subject to coverage through the workers' compensation system:

(A) An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Completion of treatment shall be provided for the duration of the acute condition.

(B) A serious chronic condition. A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by the insurer, employer, or entity that provides physician network services, in consultation with the injured employee and the terminated provider and consistent with good professional practice. Completion of treatment under this paragraph shall not exceed 12 months from the contract termination date.

(C) A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. Completion of treatment shall be provided for the duration of a terminal illness.

(D) Performance of a surgery or other procedure that is authorized by the insurer, employer, or entity that provides physician network services as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date.

(4) (A) The insurer, employer, or entity that provides physician network services may require the terminated provider whose services are continued beyond the contract termination date pursuant to this

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section to agree in writing to be subject to the same contractual terms and conditions that were imposed upon the provider prior to termination. If the terminated provider does not agree to comply or does not comply with these contractual terms and conditions, the insurer, employer, or entity that provides physician network services is not required to continue the provider's services beyond the contract termination date.

(B) Unless otherwise agreed by the terminated provider and the insurer, employer, or entity that provides physician network services, the services rendered pursuant to this section shall be compensated at rates and methods of payment similar to those used by the insurer, employer, or entity that provides physician network services for currently contracting providers providing similar services who are practicing in the same or a similar geographic area as the terminated provider. The insurer, employer, or entity that provides physician network services is not required to continue the services of a terminated provider if the provider does not accept the payment rates provided for in this paragraph.

(5) An insurer or employer shall ensure that the requirements of this section are met.

(6) This section shall not require an insurer, employer, or entity that provides physician network services to provide for completion of treatment by a provider whose contract with the insurer, employer, or entity that provides physician network services has been terminated or not renewed for reasons relating to a medical disciplinary cause or reason, as defined in paragraph (6) of subdivision (a) of Section 805 of the Business and Profession Code, or fraud or other criminal activity.

(7) Nothing in this section shall preclude an insurer, employer, or entity that provides physician network services from providing continuity of care beyond the requirements of this section.

(e) The insurer, employer, or entity that provides physician network services may require the terminated provider whose services are continued beyond the contract termination date pursuant to this section to agree in writing to be subject to the same contractual terms and conditions that were imposed upon the provider prior to termination. If the terminated provider does not agree to comply or does not comply with these contractual terms and conditions, the insurer, employer, or entity that provides physician network services is not required to continue the provider's services beyond the contract termination date.

4616.3. (a) If the injured employee notifies the employer of the injury or files a claim for workers' compensation with the employer, the employer shall arrange an initial medical evaluation and begin treatment as required by Section 4600.

(b) The employer shall notify the employee of the existence of the medical provider network established pursuant to this article, the employee's right to change treating physicians within the network after the first visit, and the method by which the list of participating providers may be accessed by the employee. The employer's failure to provide notice as required by this subdivision or failure to post the notice as required by Section 3550 shall not be a basis for the employee to treat outside the network unless it is

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shown that the failure to provide notice resulted in a denial of medical care.

(c) If an injured employee disputes either the diagnosis or the treatment prescribed by the treating physician, the employee may seek the opinion of another physician in the medical provider network. If the injured employee disputes the diagnosis or treatment prescribed by the second physician, the employee may seek the opinion of a third physician in the medical provider network.

(d) (1) Selection by the injured employee of a treating physician and any subsequent physicians shall be based on the physician's specialty or recognized expertise in treating the particular injury or condition in question.

(2) Treatment by a specialist who is not a member of the medical provider network may be permitted on a case-by-case basis if the medical provider network does not contain a physician who can provide the approved treatment and the treatment is approved by the employer or the insurer.

4616.4. (a) (1) The administrative director shall contract with individual physicians, as described in paragraph (2), or an independent medical review organization to perform independent medical reviews pursuant to this section.

(2) Only physicians licensed pursuant to Chapter 5 (commencing with Section 2000) of the Business and Professions Code may be independent medical reviewers.

(3) The administrative director shall ensure that the independent medical reviewers or those within the review organization shall do all of the following:

(A) Be appropriately credentialed and privileged.

(B) Ensure that the reviews provided by the medical professionals are timely, clear, and credible, and that reviews are monitored for quality on an ongoing basis.

(C) Ensure that the method of selecting medical professionals for individual cases achieves a fair and impartial panel of medical professionals who are qualified to render recommendations regarding the clinical conditions consistent with the medical utilization schedule established pursuant to Section 5307.27, or the American College of Occupational and Environmental Medicine's Occupational Medicine Practice Guidelines.

(D) Ensure that confidentiality of medical records and the review materials, consistent with the requirements of this section and applicable state and federal law.

(E) Ensure the independence of the medical professionals retained to perform the reviews through conflict-of-interest policies and prohibitions, and ensure adequate screening for conflicts of interest.

(4) Medical professionals selected by the administrative director or the independent medical review organizations to review medical treatment decisions shall be physicians, as specified in paragraph (2) of subdivision (a), who meet the following minimum requirements:

(A) The medical professional shall be a clinician knowledgeable in the treatment of the employee's medical condition, knowledgeable about the proposed treatment, and familiar with guidelines and protocols in the area of treatment under review.

(B) Notwithstanding any other provision of law, the medical

California Labor Code Sections

professional shall hold a nonrestricted license in any state of the United States, and for physicians, a current certification by a recognized American medical specialty board in the area or areas appropriate to the condition or treatment under review.

(C) The medical professional shall have no history of disciplinary action or sanctions, including, but not limited to, loss of staff privileges or participation restrictions taken or pending by any hospital, government, or regulatory body.

(b) If, after the third physician's opinion, the treatment or diagnostic service remains disputed, the injured employee may request independent medical review regarding the disputed treatment or diagnostic service still in dispute after the third physician's opinion in accordance with Section 4616.3. The standard to be utilized for independent medical review is identical to that contained in the medical treatment utilization schedule established in Section 5307.27, or the American College of Occupational and Environmental Medicine's Occupational Medicine Practice Guidelines, as appropriate.

(c) Applications for independent medical review shall be submitted to the administrative director on a one-page form provided by the administrative director entitled "Independent Medical Review Application." The form shall contain a signed release from the injured employee, or a person authorized pursuant to law to act on behalf of the injured employee, authorizing the release of medical and treatment information. The injured employee may provide any relevant material or documentation with the application. The administrative director or the independent medical review organization shall assign the independent medical reviewer.

(d) Following receipt of the application for independent medical review, the employer or insurer shall provide the independent medical reviewer, assigned pursuant to subdivision (c), with all information that was considered in relation to the disputed treatment or diagnostic service, including both of the following:

(1) A copy of all correspondence from, and received by, any treating physician who provided a treatment or diagnostic service to the injured employee in connection with the injury.

(2) A complete and legible copy of all medical records and other information used by the physicians in making a decision regarding the disputed treatment or diagnostic service.

(e) Upon receipt of information and documents related to the application for independent medical review, the independent medical reviewer shall conduct a physical examination of the injured employee at the employee's discretion. The reviewer may order any diagnostic tests necessary to make his or her determination regarding medical treatment. Utilizing the medical treatment utilization schedule established pursuant to Section 5307.27, or the American College of Occupational and Environmental Medicine's Occupational Medicine Practice Guidelines, as appropriate, and taking into account any reports and information provided, the reviewer shall determine whether the disputed health care service was consistent with Section 5307.27 or the American College of Occupational and Environmental Medicine's Occupational Medicine Practice Guidelines based on the specific medical needs of the injured employee.

(f) The independent medical reviewer shall issue a report to the administrative director, in writing, and in layperson's terms to the maximum extent practicable, containing his or her analysis and

California Labor Code Sections

determination whether the disputed health care service was consistent with the medical treatment utilization schedule established pursuant to Section 5307.27, or the American College of Occupational and Environmental Medicine's Occupational Medicine Practice Guidelines, as appropriate, within 30 days of the examination of the injured employee, or within less time as prescribed by the administrative director. If the disputed health care service has not been provided and the independent medical reviewer certifies in writing that an imminent and serious threat to the health of the injured employee may exist, including, but not limited to, serious pain, the potential loss of life, limb, or major bodily function, or the immediate and serious deterioration of the injured employee, the report shall be expedited and rendered within three days of the examination by the independent medical reviewer. Subject to the approval of the administrative director, the deadlines for analyses and determinations involving both regular and expedited reviews may be extended by the administrative director for up to three days in extraordinary circumstances or for good cause.

(g) The independent medical reviewer's analysis shall cite the injured employee's medical condition, the relevant documents in the record, and the relevant findings associated with the documents or any other information submitted to the reviewer in order to support the determination.

(h) The administrative director shall immediately adopt the determination of the independent medical reviewer, and shall promptly issue a written decision to the parties.

(i) If the determination of the independent medical reviewer finds that the disputed treatment or diagnostic service is consistent with Section 5307.27 or the American College of Occupational and Environmental Medicine's Occupational Medicine Practice Guidelines, the injured employee may seek the disputed treatment or diagnostic service from a physician of his or her choice from within or outside the medical provider network. Treatment outside the medical provider network shall be provided consistent with Section 5307.27 or the American College of Occupational and Environmental Medicine's Occupational Practice Guidelines. The employer shall be liable for the cost of any approved medical treatment in accordance with Section 5307.1 or 5307.11.

4616.5. For purposes of this article, "employer" means a self-insured employer, joint powers authority, or the state.

4616.6. No additional examinations shall be ordered by the appeals board and no other reports shall be admissible to resolve any controversy arising out of this article.

4616.7. (a) A health care organization certified pursuant to Section 4600.5 shall be deemed approved pursuant to this article if the requirements of this article are met, as determined by the administrative director.

(b) A health care service plan, licensed pursuant to Chapter 2.2

California Labor Code Sections

(commencing with Section 1340) of Division 2 of the Health and Safety Code, shall be deemed approved for purposes of this article if it has a reasonable number of physicians with competency in occupational medicine, as determined by the administrative director.

(c) A group disability insurance policy, as defined in subdivision (b) of Section 106 of the Insurance Code, that covers hospital, surgical, and medical care expenses shall be deemed approved for purposes of this article if it has a reasonable number of physicians with competency in occupational medicine, as determined by the administrative director. For the purposes of this section, a group disability insurance policy shall not include Medicare supplement, vision-only, dental-only, and Champus-supplement insurance. For purposes of this section, a group disability insurance policy shall not include hospital indemnity, accident-only, and specified disease insurance that pays benefits on a fixed benefit, cash-payment-only basis.

(d) Any Taft-Hartley health and welfare fund shall be deemed approved for purposes of this article if it has a reasonable number of physicians with competency in occupational medicine, as determined by the administrative director.

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: Professional Services and Equipment Purchases

Funding Source: Funds: Federal and Local

PSC Amount: \$7,550,000

PSC Est. Start Date: 12/01/2018

PSC Est. End Date: 12/31/2019

1. Description of Work

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

The scope of the "Twin Peaks Tunnel W1 Crossover ATCS Activation Project" is activation of the train control system in one cross-over in the Twin Peaks tunnel adjacent to West Portal Station. As part of this project, this crossover will be electronically integrated with the adjacent surface interlock at West Portal and Ulloa to ensure coordinated train movements throughout the West Portal area. Detailed design, software implementation, and testing will be performed by Thales Transport and Security, Inc.

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

At this time, post-Twin Peaks Rail Replacement Project, track crossover infrastructure has been built in the Twin Peaks tunnel, but that portion of the track has not been integrated into the rest of the train control system. This project will upgrade the Advanced Train Control System (ATCS) so that Municipal Transportation Agency trains can move through that crossover to provide enhanced passenger rail service.

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 has been provided in the past by Thales Transport & Security, Inc. and approved by the CSC on May 7, 2009, under PSC # 4135 08/09.

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:

Due to the proprietary nature of the Advanced Train Control System, City personnel do not have access to the trade-secret software source code or design of specialized electronic circuits. Replacement software and hardware, as well as specialized technical assistance on testing and commissioning upgrades to the system, must be contracted through the provider of the application

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Knowledge of specific proprietary technology, software code and hardware circuits, which are exclusive to the supplier. The general expertise of supplier's technical specialists includes electrical engineering, systems engineering, computer programming, safety validation and verification in a rail environment, relevant regulatory requirements, complex performance simulation, test and commissioning experience.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 7287, Sprv Electronic Main Tech; 7318, Electronic Maintenance Tech; 7329, Electr Maint Tech Asst Sprv;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, The Advanced Train Control System (ATCS) is a combination of hardware and software. Some of the hardware provided by the supplier consists of proprietary components, installed directly in the rail operating environment, which are not available from any other supplier.

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

Due to the proprietary nature of the Advanced Train Control System (ATCS), City personnel The general not have access to the trade-secret software source code or design of specialized electronic circuits. Replacement software and hardware, as well as specialized technical assistance on testing and commissioning upgrades to the system, must be contracted through the provider of the application and there are no applicable civil service classes who can perform this work.

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

- A. Explain why civil service classes are not applicable.
Due to the proprietary nature of the Advanced Train Control System, City personnel do not have access to the trade-secret software source code or design of specialized electronic circuits. Replacement software and hardware, as well as specialized technical assistance on testing and commissioning upgrades to the system, must be contracted through the provider of the application and there are no applicable civil service classes who can perform 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, adopting new civil service classes to perform this work would not be practical because of the proprietary nature of the Advanced Train Control System.

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. Training will be provided to operations and/or maintenance personnel pertaining to new or updated software functionality and hardware maintenance. We estimate operational training for Central Control Dispatchers. For Wayside or Vehicle software, or proprietary hardware we estimate training for maintenance personnel.
- 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. Thales Transport & Security, Inc. is the sole source provider of San Francisco Municipal Transportation Agency Advanced Train Control System. Thales is already in contract with the system to of initial implementation

7. **Union Notification:** On 11/01/2018, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Electrical Workers, Local 6

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, HR, 6th Fl San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43148 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Thursday, November 01, 2018 5:25 PM
To: Nuque, Amy; oashworth@ibew6.org; khughes@ibew6.org; annie.wanless@sfgov.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43148 - 18/19

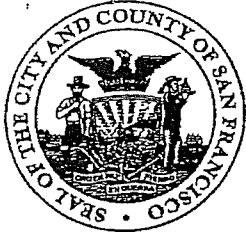
RECEIPT for Union Notification for PSC 43148 - 18/19 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 43148 - 18/19 for \$7,550,000 for Initial Request services for the period 12/01/2018 – 12/31/2019. 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/12137> 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)



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

May 7, 2009

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 2013-08/09; 4135-08/09 THROUGH 4140-08/09; 4055-06/07 AND 4099-07/08.

At its meeting of May 4, 2009 the Civil Service Commission had for its consideration the above matter.

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval.*

It was the decision of the Commission to:

- (1) Adopt the Human Resources Director's report on PSC #4138-08/09 on the condition that the Municipal Transportation Agency meet with TWU Local 200 regarding their concerns and that the Municipal Transportation Agency apprise TWU Local 200 of all training activity that is to take place once the contract is signed. Notify the offices of the Controller and the Purchaser.
- (2) Adopt the Human Resources Director's report on PSC #4140-08/09 on the condition that the Department of Emergency Management shall meet with IFPTE Local 21 to discuss the maximum use of IFPTE Local 21 represented classifications under applicable Department of Homeland Security requirements and guidelines. Notify the offices of the Controller and the Purchaser.
- (3) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- c: Parveen Boparai, Municipal Transportation Agency
 Micki Callahan, Human Resources Director
 Rob Dudgeon, Emergency Management
 Jacquie Hale, Department of Public Health
 Shamica Jackson, Public Utilities Commission
 Jill Jay, Human Rights Commission
 Jennifer Johnston, Department of Human Resources
 Florence Kyam, Public Utilities Commission
 Sheila Maxwell, Department of Technology
 Reggie McCray, President, TWU Local 200, 1508 Fillmore Street, S.F., CA 94115
 Mary Ng, Department of Human Resources
 Briggette Rockett, Department of Human Resources
 Commission File
 Chron

DONALD A. CASPER
PRESIDENT

MORGAN R. GORRONO
VICE PRESIDENT

JOY Y. BOATWRIGHT
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

E. DENNIS NORMANDY
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

POSTING FOR
May 04, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

FSC No.	Dept No	Department	Approval Type	Contract Amount	Description of work	Duration
2013-08/09	81	Department of Public Health	Continuing	\$70,000,000.00	Will provide psychiatric care to adults and/or older adults in 24-hour licensed Skilled Nursing Facilities and/or locked adult facilities and/or Mental Health Rehabilitation Centers (MHRs).	30-Jun-14
4135-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$60,000,000.00	Will provide a Master Agreement under which the SFMTA can issue purchase orders to the supplier for specific proprietary equipment and service for the Advance Train Control System (ATCS).	20-Apr-17
4138-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$10,000,000.00	Will provide the reliability of the ATCS for its design life by obtaining maintenance support services, including remote support, notification and provision of Software Updates and Software Upgrades.	04-May-19
4137-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$200,000.00	San Francisco County Transportation Authority will provide services for a travel behavior survey, travel demand forecasting, financial feasibility assessment of design concepts, and related work for EN TRIPS.	30-Sep-11
4138-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$250,000.00	Will provide labor, materials, consumables and supervision to install event recorders in the SFMTA's rubber tire revenue vehicles.	31-Dec-09
4139-08/09	40	San Francisco Public Utilities Commission	Regular	\$350,000.00	Will provide design, fabrication, testing and delivery services to procure a specialty, one-of-a-kind 72 inch diameter steel or ductile iron pipeline slip joint for the SFPU's Seismic Upgrade of Bay Div. Pipelines No. 3 & 4 at the Hayward Fault Project.	01-Dec-09
4140-08/09	77	Emergency Management	Regular	\$1,500,000.00	Will provide subject matter expertise in the area of strategic communications and community outreach in an effort to build resiliency in neighborhoods through our Community Hub program.	31-Mar-12

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 31, 2009

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER # 35

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

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

TYPE OF SERVICE: Professional Services and Equipment Purchases

FUNDING SOURCE: Federal funds with Local match

PSC AMOUNT: \$30,000,000.00

PSC DURATION: April 21, 2009 – April 20, 2017

1. DESCRIPTION OF WORK

A. **Concise description of proposed work:**

The SFMTA's Advanced Train Control System ("ATCS") is a proprietary system that was supplied to the SFMTA by Thales Transport & Security, Inc. ("Contractor" or "Thales") on August 10, 1992. This contract provides a framework Master Agreement under which the SFMTA can issue purchase orders to the supplier for specific proprietary goods and services. Each purchase order has its own scope, schedule, funding source, and approval cycle. Staff anticipates that equipment, software and associated services to be procured under this contract may include but are not limited to: Upgrade ATCS software, including upgrades to diagnostic devices, from the obsolete OS2 platform to a supported platform; Upgrade ATCS system simulator hardware and software; Equip new rail vehicles with ATCS equipment; Add digital signal processors to Axle Counters; overhaul and upgrade Vehicle Control Center computers; overhaul and upgrade Station Controller computers; Upgrade I/O & Data Transmission Racks; Upgrade the data transmission medium from inductive loop to wayside radio; Refurbish shop special test equipment.

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

The ATCS is a specialized train-control system critical to the functioning of the City's public transit system. It requires periodic upgrades and improvements to perform at an optimum level throughout its life cycle. The ATCS has been in full revenue service since 1998. Most ATCS hardware and all ATCS software are proprietary technology of Thales Transport & Security, Inc. Most ATCS replacement parts and all software upgrades can be purchased only from Thales, as there is no other supplier. It is necessary periodically to purchase additional hardware and software from Thales to keep the ATCS working, to keep the ATCS out of obsolescence and in a configuration supported by the supplier, and to adapt to changes in the SFMTA's rail operating environment. The ATCS has 30-year design life, and will be in service through at least 2028, and potentially longer. This life-cycle is consistent with other train-control systems worldwide. If the SFMTA appropriately maintains and upgrades the ATCS, it should meet the SFMTA's train control requirements at a minimum for the next 20 years. The consequences of denial are to allow the ATCS to age into a configuration not supported by the supplier, which would shorten the life of the system, gradually degrade performance and passenger service, limit our ability to outfit new rail vehicles for operating in an ATCS environment, and prevent the SFMTA from making changes to the system or incorporating upgrades and technological advances.

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

This service has been provided in the past by Thales Transport & Security, Inc. (formerly Alcatel Transport Automation (US), Inc.), and approved by the CSC on September 5, 2006 under PSC #4029-06/07.

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

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

<u>Local 21</u> Union Name	<u>Panveen Bopara</u> Signature of person mailing / faxing form	<u>3-31-09</u> Date
<u>Local 6, IBEW</u> Union Name	<u>Panveen Bopara</u> Signature of person mailing / faxing form	<u>3-31-09</u> Date

RFP sent to _____ on _____ Date 5 Signature _____

PSC# 4135-08/09 FOR DEPARTMENT OF HUMAN RESOURCES USE
STAFF ANALYSIS/RECOMMENDATION: SFMTA Approved Reviewed 4/2/09
1588

APR 31 PM 5:00
RECEIVED
OFFICE OF THE
ASSISTANT
ATTORNEY GENERAL

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Knowledge of specific trade-secret technology, software code and hardware circuits, which are proprietary to the supplier. General expertise of supplier's technical specialists includes electrical engineering, systems engineering, computer programming, safety validation and verification in a rail environment, relevant regulatory requirements, complex performance simulation, test and commissioning experience.

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

Classifications such as IS Engineer Sr. (1043), Business Analyst Sr. (1053), and IS Engineer Principal (1044), Electronics Maintenance Technician (7318) and Assistant Supervising Electronics Maintenance Technician (7329), Supervising Electronics Maintenance Technician (7287) can maintain and support applications for which the source code or hardware is not proprietary.

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

The ATCS is a combination of hardware and software. Some of the hardware provided by the supplier consists of proprietary components, installed directly in the rail operating environment, which are not available from any other supplier.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Due to the proprietary nature of the ATCS system, City personnel do not have access to the trade-secret software source code or design of specialized electronics circuits. Replacement software and hardware, as well as specialized technical assistance on testing and commissioning upgrades to the system, must be contracted through the provider of the application and there are no applicable civil service classes who can perform this work.

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

No, adopting new civil service classes to perform this work would not be practical because of the proprietary nature of the ATCS system.

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

Yes	No
()	(X)
(X)	()

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

B. Will the contractor train City and County employees?

- Describe training and indicate approximate number of hours.

Training is typically provided to operations and/or maintenance personnel, as appropriate, when a new or upgraded feature is purchased. The type of training and the number of hours will depend on the feature purchased on each purchase order, which is unknown at this time. For a purchase order upgrading ATCS Central Control software, we can estimate 1 week of operational training for Central Control Dispatchers. For a purchase order upgrading Wayside or Vehicle software, or proprietary hardware we can estimate from 1 day to 1 week of training for maintenance personnel.

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

For Operations training on Central Control software upgrades, the contractor would be training Central Control Dispatchers, Transit Manager I, class 9140. For wayside software, vehicle software, or hardware upgrades, the contractor would be training Electronics Maintenance Technicians, class 7318 and Assistant Supervising Electronic Maintenance Technician, class 7329.

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

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

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

MTA Board will consider at its meeting of April 21, 2009

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

Thales Transport & Security, Inc.

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai

Print or Type Name

6

701-5377

Telephone Number

San Francisco Municipal Transportation Agency, Human Resources

1 So. Van Ness Avenue, 7th Floor, San Francisco, CA 94103

Address

09 APR 31 PM 5:

09 APR 31 PM 5:11

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: Infor Enterprise Asset Management (EAM) Technical Implementation Services

Funding Source: Local Funds

PSC Amount: \$5,000,000

PSC Est. Start Date: 05/01/2019

PSC Est. End Date: 04/01/2024

1. Description of Work

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

In support of the already ongoing Enterprise Asset Management System (EAMS) program, the proposed work will include completing the implementation of the following business units to the Infor EAM software system, including the following main attributes:

- Define and document implementation requirements
- Create any "as is" and "to be" process flows
- Provide input to the project plan
- Provide specialty technical skills in relation to the Infor EAM software platform, including system design, configuration, ongoing development/support, consulting expertise and recommendations based on industry experience and system knowledge.
- Assist in configuring all non-production environments
- Provide deployment support during the "go live" stage of the implementation
- Assist in developing any project related document throughout the implementation

Business Units considered in scope for this project:

- Bus Maintenance
- Cable Car Machinery
- Cable Car Maintenance
- Traction Power Group
- Scott Division (non-revenue)

- SSD – Sign Shop
- SSD – Temporary Sign Shop
- SSD – Meter Shop
- SSD – Paint Shop
- Engineering – Traffic Signal Shop
- SFGO & Transit Engineering
- Central Subway
- Off Street Parking
- Farebox
- Digital Shop

Additional business units not listed above that are identified may be considered during the program's implementation period, which was a consideration when listing the additional two years of program duration above and beyond the initial three-year program implementation period to address the above listed business units in scope.

The details of each of the implementations follow the standard practices of the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK), fourth edition. Each of the abovelisted business units in scope for this implementation will follow the basic lifecycle structure of process groups for implementation as listed in the following diagram:

Within each of the process groups, there will be specific tasks assigned that will ultimately reach a milestone stage, which will define a major accomplishment within each of the process groups, and eventually, as each of the milestones are reached, the process group will then be considered completed and then closed. Specific tasks are outlined in the following:

- Initiating Process Group:
 - o Develop charter and identify all stakeholders
- Planning Process Group:
 - o Develop the project management plan
 - o Collect Requirements from the business unit
 - o Define the exact scope of each business unit's implementation
 - o Create a Work Breakdown Schedule (WBS)

- o Define and sequence activities (tasks to be performed)
- o Develop specific timeline for execution of the tasks
- o Make a plan on how to ensure quality throughout the implementation
- o Create a plan on how to effectively communicate to all personnel involved
- o Understand the risks to the implementation and make plans on remediation for each risk
- Executing Process Group:
 - o Manage the execution of each of the tasks that were outlined in the Planning Process Group
 - o Perform quality assurance throughout the implementation
 - o Effectively develop and manage the project team
 - o Distribute information through workshops, team meetings, and stakeholder meetings
 - o Manage the expectations of the stakeholders
 - o Conduct any necessary procurements
- Monitoring and Controlling Process Group:
 - o Monitor the work being done to ensure on time and on budget
 - o Perform integrated change control
 - o Control the scope to ensure that the agreed-upon implementation is what is being delivered
 - o Report out status on a regular basis
 - o Monitor any risks, remediate any realized risks
 - o Ensure that vendor management is being tracked and managed effectively
- Closing Process Group:
 - o Complete all work
 - o Finalize remaining procurement items
 - o Formalize the completion of the project

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

1. The EAMS implementation is part of SFMTA's overall strategy to digitize key asset inventory and to be able to effectively track asset maintenance.
2. Having EAMS (digital asset management system) is a federal mandate to perform this implementation in order to be more effective in tracking asset costs, report to the FTA easier, and

having a more efficient major data repository for key agency asset management. 3. The implementation has already been underway for three years, with multiple departments already using EAMS as the lifecycle for the current legacy system (Spear 4i, aka SHOPS), so if we did not finish the remaining departments to migrate from SHOPS to EAMS then we would have two systems in place that are not overly compatible with each other. 4. SFMTA does not currently have enough expertise to complete the migration of remaining departments from the current legacy system SHOPS to EAMS and as such SFMTA needs assistance from Infor EAM system experts to consult with to properly configure EAMS.

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 and approved by the Civil Service Commission under contract approval number SFMTA-2014-35 (PSC 4061 13/14 approved 01/06/14). In the past, there was a managed service vendor contract issued to 21Tech that provided Infor EAM expertise for all the items referenced above, but that contract is expiring at the end of December 2018.

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 Infor EAM implementation will span over an initial 3-year period of time. This will cover the current scope of work. There are two extension options setup for this contract, each extension one year in length, that can cover any additional scope of work that could arise during the initial three-year implementation period

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:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge: The requirements of the implementation include the need for very diverse skills in the Infor EAM and Infor EAM mobile, cloud-based software solutions, and this is a project that has a planned end date as well.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Infor EAM Cloud Based software platform o Advanced system configuration for all enterprise modules o Advanced reporting module configuration o SQL data grid creation and maintenance o Advanced data spies formulation and maintenance o Install parameters advanced understanding of impact to each parameter o Infor EAM Transit for iOS mobile solution, including advanced understanding, configuration, overall setup, and maintenance Personnel skillsets & Expertise o Business analysis o Project coordination and project management o Ability to understand and translate information to/from technical/functional/business processes o Prior implementation experience of Infor EAM v11.0 and newer (both on prem and cloud based) o Strong technical writing skills o Understanding of basic PMI project management process groups (initiate & plan, execute, monitor & control, close) Other skillsets o Microsoft Office o Microsoft Project o Microsoft Visio

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1823, Senior Administrative Analyst;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide their own computer laptops and cell phones to use during the implementation.

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

There are no available resources within the city/county with the required skillset, however, there are a small number of city/county employees today that are part of this implementation, and they are 1052, 1054, and 1823/24 roles, and they are working side by side with the current vendor partner, as well as have gone through Infor EAM Administrator training, so there is a skillset being built during this implementation that will be effective in maintaining the application once the implementation is completed. But the skillsets are not mature enough to be able to continue the implementation on their own; they do not have experience implementing Infor EAM with any other government entity, nor do they have a solid understanding of how to effectively utilize SQL programming language and other key elements of being able to set up and configure the system.

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

- A. Explain why civil service classes are not applicable.
They are not applicable because of the specialized skillset necessary to perform the required services to properly implement the Infor EAM application and its associated modules, as well as any highly specialized technical work that the city/county does not possess because of the specificity of the requirements from the Infor EAM cloud-based solution that is being implemented.
- 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 because this is for a project implementation, which is always a temporary space in time to complete and not a permanent position, as the services being sought will no longer be needed once the system is completely implemented and the project is formally closed out. Additionally, the skillset required is not solely based on training or general technical expertise, but rather it is based on those items as well as previous experience implementing this type of software for other government agencies.

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 contract will not directly engage in training city and county employees; the city/county employees that are part of this implementation are in charge of executing any and all end-user training sessions.
- 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. Resolution # 15-049
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. We are not sure. We will be issuing out an RFP for this work to be done, and the current contractor that is working on the current contract for these services will be competing for this next contract, but that process has not been executed yet so we do not know if the current contractor will continue with this work. This will depend on the outcome of the bid process.

7. **Union Notification:** On 11/08/2018, 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43543 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Thursday, November 08, 2018 3:53 PM
To: Nuque, Amy; annie.wanless@sfgov.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43543 - 18/19

RECEIPT for Union Notification for PSC 43543 - 18/19 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 43543 - 18/19 for \$5,000,000 for Initial Request services for the period 05/01/2019 – 04/01/2024. 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/12145> 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)

Acronym

ACRONYM

1	Enterprise Asset Management System (EAMS)
2	Federation of Tax Administrators (FTA)
3	Project Management Body of Knowledge (PMBOK)
4	Project Management Institute's (PMI)
5	Request for Proposal (RFP)
6	Work Breakdown Schedule (WBS)

Concise description of proposed work

A. Concise description of proposed work. If request for proposal (RFP) is available, please attach:

In support of the already ongoing Enterprise Asset Management System (EAMS) program, the proposed work will include completing the implementation of the following business units to the Infor EAM software system, including the following main attributes:

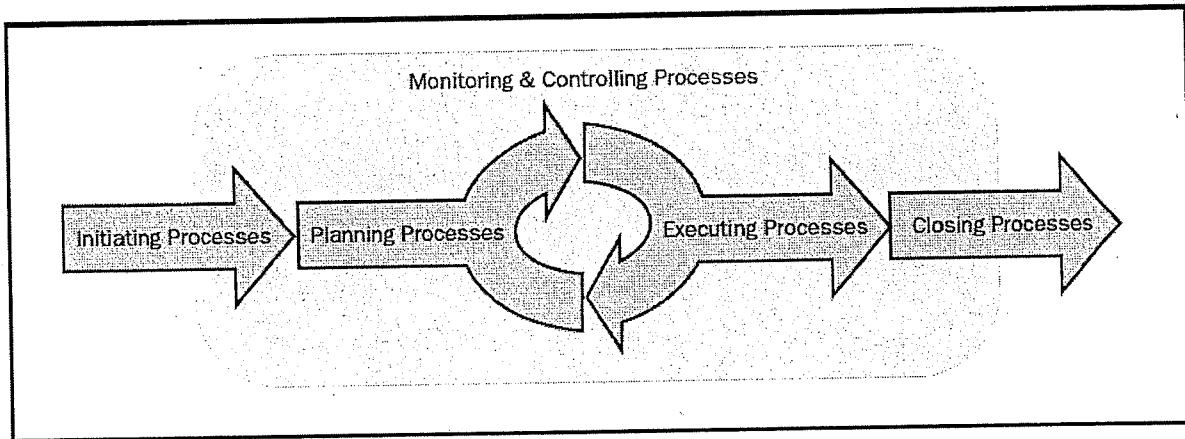
- Define and document implementation requirements
- Create any “as is” and “to be” process flows
- Provide input to the project plan
- Provide specialty technical skills in relation to the Infor EAM software platform, including system design, configuration, ongoing development/support, consulting expertise and recommendations based on industry experience and system knowledge.
- Assist in configuring all non-production environments
- Provide deployment support during the “go live” stage of the implementation
- Assist in developing any project related document throughout the implementation

Business Units considered in scope for this project:

- Bus Maintenance
- Cable Car Machinery
- Cable Car Maintenance
- Traction Power Group
- Scott Division (non-revenue)
- SSD – Sign Shop
- SSD – Temporary Sign Shop
- SSD – Meter Shop
- SSD – Paint Shop
- Engineering – Traffic Signal Shop
- SFGO & Transit Engineering
- Central Subway
- Off Street Parking
- Farebox
- Digital Shop

Additional business units not listed above that are identified may be considered during the program’s implementation period, which was a consideration when listing the additional two years of program duration above and beyond the initial three-year program implementation period to address the above listed business units in scope.

The details of each of the implementations follow the standard practices of the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK), fourth edition. Each of the above listed business units in scope for this implementation will follow the basic lifecycle structure of process groups for implementation as listed in the following diagram:



Within each of the process groups, there will be specific tasks assigned that will ultimately reach a milestone stage, which will define a major accomplishment within each of the process groups, and eventually, as each of the milestones are reached, the process group will then be considered completed and then closed. Specific tasks are outlined in the following:

- Initiating Process Group:
 - Develop charter and identify all stakeholders
- Planning Process Group:
 - Develop the project management plan
 - Collect Requirements from the business unit
 - Define the exact scope of each business unit's implementation
 - Create a Work Breakdown Schedule (WBS)
 - Define and sequence activities (tasks to be performed)
 - Develop specific timeline for execution of the tasks
 - Make a plan on how to ensure quality throughout the implementation
 - Create a plan on how to effectively communicate to all personnel involved
 - Understand the risks to the implementation and make plans on remediation for each risk
- Executing Process Group:
 - Manage the execution of each of the tasks that were outlined in the Planning Process Group
 - Perform quality assurance throughout the implementation
 - Effectively develop and manage the project team
 - Distribute information through workshops, team meetings, and stakeholder meetings
 - Manage the expectations of the stakeholders
 - Conduct any necessary procurements
- Monitoring and Controlling Process Group:
 - Monitor the work being done to ensure on time and on budget
 - Perform integrated change control
 - Control the scope to ensure that the agreed upon implementation is what is being delivered
 - Report out status on a regular basis
 - Monitor any risks, remediate any realized risks
 - Ensure that vendor management is being tracked and managed effectively
- Closing Process Group:
 - Complete all work
 - Finalize remaining procurement items
 - Formalize the completion of the project

SFMTA Board issued Resolution 15-049 and Purchase Order

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 15-049

WHEREAS, The SFMTA operates and maintains assets with a replacement value of approximately 13.2 billion dollars, and faces challenges in maintaining its assets in a state of good repair; and,

WHEREAS, In order to comply with federal requirements and maximize reliability of service-critical equipment, the SFMTA is implementing an Agency-wide Enterprise Asset Management System (EAMS); and,

WHEREAS, On June 13, 2014, the SFMTA issued a Request for Proposals ("RFP") for Contract No. SFMTA 2014-35, EAMS Professional Services; and,

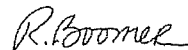
WHEREAS, On August 6, 2014, the SFMTA received two proposals in response to the RFP; and,

WHEREAS, A selection panel evaluated the proposals and ranked 21 Tech, LLC as the higher of the two proposals; and,

WHEREAS, Funding for services performed under Contract No. SFMTA 2014-35 will come from federal and local sources; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute SFMTA Contract No. SFMTA 2014-35 with 21Tech, LLC for professional and technology services to implement the SFMTA Enterprise Asset Management System, in a total amount not to exceed \$8,893,912 for an initial term of two years, with the option to extend the term an additional year, to be exercised at the discretion of the Director of Transportation.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of March 17, 2015.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

PCHL2360 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 07/22/2015
LINK TO: DIRECT PURCHASE ORDER WRITING 11:29 AM
PURCHASE ORDER : DPMT15003050 ACTION IND: P STATUS: PVCH NOTE : Y
PURCHASING TYPE: YR INTF TYPE : DP EFF DT: 06/30/2015 TERM : Y
DEPARTMENT : MTA BUYER : N/A CREATE: 07/21/2015 QUOTE : N
PO AMOUNT : 295,800.10 MATCH TYPE: AA UPDATE: 07/22/2015 INS CRT: N
PO NET AMOUNT : *Will decrease* 295,800.10 CHANGE : 001 POST : 07/22/2015 SUB CTR: N
REMAINING AMT : *W. C/O* ← **.10** CREDIT IND: N WHSE : VEN CHG: Y
VENDOR/SUFFIX : 37769 / 01 21 TECH PRINT : N
ADDRESS 1390 MARKET ST #1202 COPIES: 01
CITY : SAN FRANCISCO ST: CA ZIP: 94102 CTRY: USA
P/O TITLE : PHASE 1 RELEASE | SFMTA-2014-35 * :
BPO/SCHED/CALL / BPMT15000043 / BASE / 0001 EXPEDITOR:
DELIVERY DATE : 04/01/2015 FOB : DEST TRACK CODE:
EXPIRE DATE : FREIGHT : TRACK DATE:
DISCOUNT TERMS : N30 PURCH AUTHRTY: MTA-BID
DIST METHOD : S (S,M,P) CONTRACT ID :
SFX INDEX SUBOBJ USERCODE PROJCT PRJDTL GRANT GRNTDTL PERCENT
01 68CPT6551331 02799 CPT655 1331

PCHL2342 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 07/22/2015
LINK TO: BLANKET PURCHASE ORDER WRITING 11:29 AM
BPO/CONTRACT ID : BPMT15000043 ACTION IND : P COPY TYPE: (B/R)
PURCHASING TYPE : YB INTERFACE TYPE : BP PRINT : N (Y/N)
CONTRACT AMOUNT : 8,893,912.00 TERMS IND : Y NOTE PAD : N (Y/N)
REMAINING VALUE : 8,598,111.90 CONTRACT ID :
EFFECTIVE DATE : 04/01/2015 ITB ID : AWARD:
EXPIRATION DATE : 03/31/2017 F.O.B. POINT : DEST STATUS: POST
INSURANCE CERT : N DISCOUNT TERMS : N30 AUTO TL: N
CHANGE NO : MULTIPLE SCHED : N * :
BPO TITLE : EAM SYSTEM | SFMTA-2014-35 CREATE : 03/23/2015
DEPARTMENT : MTA MUNICIPAL TRANSPORTATI UPDATE : 07/22/2015
BUYER : N/A NO BUYER POST : 04/02/2015
VENDOR/SUFFIX : 37769 / 01 21 TECH
ATTN-1:
ATTN-2:
ATTN-3:
STREET: 1390 MARKET ST #1202
CITY: SAN FRANCISCO ST: CA ZIP: 94102 CTRY: USA
PHONE : 415-385-6785 PURCH AUTHRTY : MTA-BID

REQUISITION / PO RELEASE / CHANGE ORDER FORM



For Purchasing Dept. Use

#1 Select one of the following:

THIS IS A NEW REQUISITION FOR PURCHASE ORDER

THIS IS A NEW REQUISITION FOR BLANKET SETUP (BPO)

THIS IS A CHANGE ORDER FOR PO/BPO:

#2 Select one of the following:

RELEASE PO FROM DEPT. BLANKET PURCHASE ORDER (DBPO): [BPM15000043] (BPSF): []

RELEASE PO FROM CITY TERM CONTRACT BLANKET (BPSF): []

PROP-Q DIRECT PURCHASE ORDER

OTHER TYPE OF PURCHASE (DESCRIBE): []

#3 Complete department / division / unit related information:

DATE: April 2, 2015

FISCAL YEAR BUDGET: FY14/15

DEPARTMENT / DIVISION / SECTION / UNIT: SFMTA - FINANCE & IT TECHNOLOGY & PERFORMANCE

DEPARTMENT / DIVISION INTERNAL REFERENCE NO. / OTHER NOTES (optional):

#4 Complete vendor and address information:

VENDOR: 21 TECH

ADDRESS: 1390 MARKET ST #1202
SAN FRANCISCO, CA 94102

Attn: Azhar Mahmood

VENDOR ID: 37769

SUFFIX CODE: 01

PHONE: []

FAX: []

EMAIL: contracts@21tech.com

SHIP TO: Maria Gartner
SFMTA
One South Van Ness Ave, 3rd Floor
San Francisco, CA 94103

BILL TO: SFMTA
Accounts Payable Dept.
1 South Van Ness 8th Floor
San Francisco, CA

#5 Complete vendor and order related information:

TERMS OF PAYMENT: Net30

FOB POINT: Destination

REQ / PO TITLE: []

FROM: []

TO: []

COMMODITY OR SERVICE CODE #	UNIT OF MEASUREMENT (ea., feet, etc.)	QUANTITY	UNIT PRICE	EXTENSION
Release the following Lines of the Blanket PO				
Line No. 2 through Line No. 6 (All Phase One items)				
Line No. 11	LT	1	\$ 3,716,892.00	\$ 3,716,892.00
Line No. 12 - All Three Tasks	LT	1	\$ 3,720.00	\$ 3,720.00
Line No. 13	LT	1	\$ 8,280.00	\$ 8,280.00
Line No. 14	LT	1	\$ 8,200.00	\$ 8,200.00
Line No. 15	LT	1	\$ 295,800.00	\$ 295,800.00
Line No. 16	LT	1	\$ 15,000.00	\$ 15,000.00
SUBTOTAL:			\$	4,132,892.00
TAX (8.75%):			\$	
TOTAL:			\$	4,132,892.00

(most labor & delivery are not taxable)

VENDOR QUOTE NUMBER: []

SPECIAL PROCESS INSTRUCTION: []

(Note: Chemical requires an approved MSDS and Chemical Materials Control Form)

#6 Complete approval paths:

APPROVED BY BUDGET PERSONNEL: []

APPROVED BY DIVISION/DEPT. HEAD (if applicable): []

PHONE: []

SFMTA AUTHORIZED APPROVER: []

NAME: []

NAME: []

(signature): []

(signature): []

#7 Complete funding information:

INDEX CODE	SUBJECT	USER CODE	PROJECT	PJT. DETAIL	GRANT	GRANT DETAIL	PERCENTAGE	AMOUNT
68CPT6551331	02799							
Total								\$ -

PAGE NO. 0001

4061 13/14 approved 01-06-14

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA Dept. Code: MTA

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

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

Type of Service: Enterprise Asset Management Implementation Services

Funding Source: Federal Grant and Operating Fund PSC Duration: 4 years 1 day
PSC Amount: \$10,000,000 PSC Est. Start Date: 04/30/2013 PSC Est. End Date: 04/30/2017

1. Description of Work

A. Scope of Work:

The consultant will implement a new Enterprise Asset Management System (EAMS) that will replace and consolidate the various disconnected legacy software systems currently used for asset and inventory management. The consultant team will supplement San Francisco Municipal Transportation Agency (SFMTA) staff performing tasks related to validating and migrating existing data into the EAMS; capturing and documenting asset management business practices; configuring the EAMS specifically for each work unit's practices; building software interfaces to systems sharing data with the EAMS; and training end users and information technology (IT) staff.

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

The current EAMS is fragmented and it is not possible to get an agency-wide assessment of assets. The new EAMS is necessary to better evaluate agency assets by consolidating and integrating the numerous data files. If this request is denied, the project will be delayed indefinitely, as there is insufficient staff with the technical expertise to execute the project. If delayed, the Federal Transit Administration requirements related to transit asset management and maintaining a good state of repair will not be met and will negatively impact the SFMTA's ability to obtain future federal grants.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This service has not been provided in the past.

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

2. Union Notification: On 10/07/2013, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; SEIU Local 1021

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4061-13/14

DHR Analysis/Recommendation:

01/06/2014

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 01/06/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
 The consultant must possess a minimum of 3-years expertise in software development using the Infor EAM System product and in capturing and implementing asset management business practices.

B. Which, if any, civil service class(es) normally perform(s) this work?
 1822, 1823, 1824, 1052, 1053, 1054, 1043, 1044, 1944,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service employees will be performing the required tasks. However, during the transition from the legacy systems to the consolidated EAMS, a large team of specialists in the specific software being implemented will work with both SFMTA IT staff and end users. At the end of the project, the SFMTA IT staff will maintain the EAMS without the consultant's continuing assistance.

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

No. The nature of this work is temporary for the duration of the project. Civil Service Classes will staff half of the project team and some of those positions will persist long-term after the conclusion of the project.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? See attached Summary Item 5.B.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
 ON 10/07/2013 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 S. Van Ness Avenue, 6th Floor San Francisco, CA 94103

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: Court Reporting and Transcription

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$400,000

1. Description of Work

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

The San Francisco Police Department (SFPD) requires a contractor to provide as-needed court reporting and transcription services for Police Commission disciplinary hearings. Work will be performed at: (1) Police Headquarters during the day (2) City Hall in the evening, and (3) in Oakland at the Office of Administrative Hearings during the day. Other duties will include, but will not be limited to, providing legal transcriptions from interviews performed by SFPD 's Internal Affairs Divisions and other SFPD Investigative Units.

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

Transcripts are necessary as permanent records of discipline hearings, interviews and meetings. In addition to the SFPD's requirement to maintain personnel records, the Police Commission must also maintain records of its actions. When officers appeal disciplinary action to the Superior Court and Office of Administrative Hearings, the Department is required to produce certified records of hearings held and evidence taken by the Commission used to sustain the charges. If denied and further legal action is taken, records of proceedings would not be available.

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 39481-13/14

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).

B. Explain the qualifying circumstances:

Work is as-needed.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Certified Court Reporting and Legal Transcription
- B. Which, if any, civil service class(es) normally perform(s) this work? 8138, Court Reporter;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide court reporting equipment the SFPD does not have.

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

None. Work is as-needed and requires contractor to provide staff with minimal notice and provide staff at different locations on the same day.

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

- A. Explain why civil service classes are not applicable.
Work is as-needed and requires contractor to provide staff with minimal notice and provide staff at different locations on the same day.
- 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. A new classification is not needed.

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 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 09/28/2018, 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: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Floor San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40456 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

Wong, Genie (POL)

From: dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgov.org
Sent: Friday, September 28, 2018 9:06 AM
To: Wong, Genie (POL); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@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; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Wong, Genie (POL); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40456 - 18/19

RECEIPT for Union Notification for PSC 40456 - 18/19 more than \$100k

The POLICE -- POL has submitted a request for a Personal Services Contract (PSC) 40456 - 18/19 for \$400,000 for Initial Request services for the period 07/01/2019 -- 06/30/2023. 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/12013> 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: POLICEDept. Code: POLType of Request: Initial Modification of an existing PSC (PSC # 39481 - 13/14)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Court ReportingFunding Source: General FundPSC Original Approved Amount: \$100,000PSC Original Approved Duration: 07/01/14 - 06/30/16 (2 years)PSC Mod#1 Amount: \$50,000PSC Mod#1 Duration: 07/01/16-06/30/19 (3 years)PSC Cumulative Amount Proposed: \$150,000 PSC Cumulative Duration Proposed: 5 years**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Police Department (SFPD) requires as-needed court reporting and transcription services for disciplinary hearings and Police Commission meetings and transcription of tapes from interviews performed with the SFPD's Management Control Division and other investigative units within the SFPD.

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

Transcripts are necessary as permanent records of discipline hearings, interviews and meetings. In addition to the Police Department's requirement to maintain personnel records, the Police Commission must also maintain records of its actions. If an officer appeals a disciplinary action to the Superior Court, the Department would need to produce a certified record of hearings held and evidence taken by the Commission used to sustain the charges. If denied and further legal action is taken, record of proceedings would not be available.

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?

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:**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:
Service required is as-needed.

B. Reason for the request for modification:

This modification is to extend current contract for 3 years and add \$50,000. The San Francisco Police Department (SFPD) continues to need court reporting and transcription services for Police Commission hearings and disciplinary hearings and transcription of tapes for interviews by the SFPD's investigative units.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Certified Court Reporter and Transcriptionist.

B. Which, if any, civil service class(es) normally perform(s) this work? 8138, Court Reporter;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide equipment to perform service. The Department does not possess the equipment required to perform this service.

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.

Work is as-needed, so it would not be practical to hire a full-time or part-time employee for this service. The work is very intermittent and requires an immediate response when services are required. The Police Department may require more than one court reporter at a time for multiple meetings, such as disciplinary hearings and Commission meetings which may be held concurrently. Furthermore, the City would be required to purchase and store the necessary equipment used by Court Reporters.

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. There is a current Civil Service classification. Additionally, the Police Department does not have a regular schedule for any hearings other than the weekly Police Commission meetings to support a position.

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 included with 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.
Current contract will be extended for 3 more years.

7. **Union Notification:** On 11/25/15, 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: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245 - 3rd Street, 6th Floor, San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 39481 - 13/14

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: 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: Installation and Maintenance of Audio Video Wall

Funding Source: Urban Areas Security Initiative

PSC Duration: 3 years

PSC Amount: \$200,000

1. Description of Work

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

Anticipated maintenance services for the new Audio Video Wall System at the San Francisco Police Department Operations Center.

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

The San Francisco Police Department has received grant funding from the Urban Areas Security Initiative to upgrade the Audio Video Wall at its Operations Center. The selected system integrator for the new Audio Video Wall will perform required maintenance of the system to ensure the system remains operational with limited downtime. The grant restricts personnel costs to 50% of the total budget. The City has already reached the 50% threshold.

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 previous vendor that designed and installed the current Audio Video Wall ceased all operations and closed. The system is currently supported by Department staff, but many functions no longer work adequately due to lack of vendor support.

D. Will the contract(s) be renewed?

It is not known at this time if the contract will 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.
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.

B. Explain the qualifying circumstances:

Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 limits personnel costs to 50% of the grant budget. The grant is already at the 50% threshold and cannot accommodate any additional personnel costs.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Responsible for maintaining audio and video equipment necessary to provide situational awareness to operations center personnel during critical incidents, related computer and security systems. Providing troubleshooting and repairing audio, video and related security equipment, including access control systems; maintaining and upgrading local area networks for all remote broadcast video and security system functions and control systems; providing technical and logistical support to meet functional and operational requirements.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1777, Media/Security Sys Spec;
- 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?

City personnel cannot be used for this project. The grant will not provide reimbursement for any additional personnel costs.

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

- A. Explain why civil service classes are not applicable.
City personnel cannot be used for this project. The grant will not provide reimbursement for any additional personnel costs.
- 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. An existing classification (Media/Security Systems Specialist #1777) could perform this function. However, City personnel cannot be used for this project. The grant will not provide reimbursement for any additional personnel costs.

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.
Yes. Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 limits personnel costs to 50% of the grant budget. The grant is already at the 50% threshold and cannot accommodate any additional personnel costs.
- 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 10/16/2018, the Department notified the following employee organizations of this PSC/RFP request:
Theatrical Stage Employees, L16

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245 3rd Street San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48413 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

Wong, Genie (POL)

From: dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgov.org
Sent: Tuesday, October 16, 2018 2:38 PM
To: Wong, Genie (POL); jb@local16.org; Leung, Patrick (POL); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48413 - 18/19

RECEIPT for Union Notification for PSC 48413 - 18/19 more than \$100k

The POLICE -- POL has submitted a request for a Personal Services Contract (PSC) 48413 - 18/19 for \$200,000 for Initial Request services for the period 01/01/2019 -- 12/31/2021. 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/12033> 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

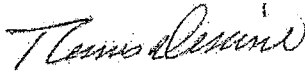
Additional Attachment(s)



FEMA

**Grant Programs Directorate Information Bulletin
No. 421
August 22, 2017**

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Urban Area Security Initiative Points of Contact
All Tribal Nation Points of Contact

FROM: Thomas DiNanno 
Assistant Administrator for Grant Programs
Federal Emergency Management Agency

SUBJECT: **Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act)**

I. Purpose

This Information Bulletin (IB) serves to explain how direct and contract personnel costs are classified under Section 2008 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296) as amended by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (“PRICE Act”) (Pub. L. No. 110-412). It reissues previous Grant Programs Directorate (GPD) Policy (FP 207-093-1) of the same subject/title. The only substantive change to the previous policy relates to FEMA’s decision to prioritize personnel cap waiver approvals for those requests where overtime costs are for Operation Stonegarden, or are well justified by threat data.

II. Applicability

This policy applies to all recipients of a grant and any subrecipients under the State Homeland Security Program (SHSP), Urban Area Security Initiative (UASI), Tribal Homeland Security Grant Program (THSGP), and Operation Stonegarden (OPSG).

III. Guidance

A. Overview

1. Section 2008 (b)(2)(A) of the *Homeland Security Act of 2002*, as amended, states: “*Not more than 50 percent of the amount awarded to a grant recipient under section 2003 or 2004 [of the Homeland Security Act of 2002] in any fiscal year may be used to pay for personnel, including overtime and backfill costs, in support of the permitted uses under [section 2008(a)].*”
2. Section 2008 (a) states, in part, with respect to permitted uses: “*The Administrator shall permit the recipient of a grant under section 2003 or 2004 [of the Homeland Security Act of 2002] to use grant funds to achieve target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism, consistent with a State homeland security plan and relevant local, tribal, and regional homeland security plans...*”

B. Clarification of Personnel Costs

1. To comply with section 2008 (b)(2) of the *Homeland Security Act of 2002*, as amended,¹ recipients are required to track personnel and personnel-related activities to ensure compliance with the 50% cap on personnel costs. In general, costs associated with the following ARE counted against the personnel cap:
 - a. Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities; and
 - b. Work performed by all non-contractor personnel, including for full-time or part-time staff and overtime of any kind.
2. Work performed under contract for a specific deliverable IS NOT counted against the personnel cap. Under this provision, the following are examples of contract deliverables that are not counted against the personnel cap:
 - a. Vendor installation of a radio tower;
 - b. Vendor training on new equipment purchased;
 - c. Contractor hired to create an Emergency Operations Plan;

¹“(b) LIMITATIONS ON USE OF FUNDS.—

(2) PERSONNEL.—

(A) IN GENERAL.—Not more than 50 percent of the amount awarded to a grant recipient under section 2003 or 2004 in any fiscal year may be used to pay for personnel, including overtime and backfill costs, in support of the permitted uses under subsection (a).

(B) WAIVER.—At the request of the recipient of a grant under section 2003 or 2004, the Administrator may grant a waiver of the limitation under subparagraph (A).

- d. Contractor hired to provide deliveries of ICS 400; and
- e. Contractor hired to assist with planning, training, developing, and evaluating an exercise.

C. Waiver Requests

1. Upon written request, the 50% personnel cap established by section 2008 (b)(2)(A) of the *Homeland Security Act of 2002*, as amended, may be waived at the discretion of the FEMA Administrator pursuant to section 2008 (b)(2)(B). Requests to waive the 50% personnel cap should be coordinated through the assigned FEMA Program Analyst (PA). Recipients of a grant that request a waiver of the personnel cap are reminded that they should not incur any costs in excess of the 50% cap prior to the approval of the waiver request by the FEMA Administrator.
2. FEMA will prioritize personnel waiver requests that are well justified by threat data. FEMA will also continue to prioritize personnel cap waiver requests for Operation Stonegarden.

D. Monitoring and Compliance

1. GPD will ensure compliance with this policy through its annual financial and programmatic monitoring program. FEMA preparedness grant recipients and subrecipients that fail to comply with this policy may not receive reimbursement through the applicable grant program.

IV. Questions

Questions regarding this IB may be directed to your assigned FEMA PA or the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov or (800) 368-6498.

V. Review Date

This IB will be reviewed within five years (5) from date of issuance.

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: Systems Development for IBR/NIBRS Compliance

Funding Source: OJP Special Data Collections and Statistic PSC Duration: 3 years

PSC Amount: \$5,304,000

1. Description of Work

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

The San Francisco Police Department has been awarded a grant from the Bureau of Justice Statistics to help fund its transition to the National Incident-Based Reporting System standard. The grant does not allow for personnel costs, but does allow the use of contractors. This Personal Services Request will allow the City to hire a contractor(s) to develop a scoping plan to help identify the business processes impacted, design and implement project requirements and strategies. Activities may include costs in hardware and software to implement the new data and interfaces, a replacement of the department's Incident Report Writing System, and updates to other external systems that either feed in or receive data elements required by the NIBRS standard.

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

The Federal Bureau of Investigation's (FBI) Uniform Crime Reporting (UCR) Program was designed in the 1920s to create a uniform set of crime statistics for use in crime analysis. The FBI is transitioning the standard being used for the UCR Program from the traditional Summary Reporting System (SRS) standard to the National Incident-Based Reporting System (NIBRS). Crime information reported using the SRS standard is organized using a hierarchical rule, wherein only the most severe offense within an incident is reported, even if multiple offenses are tied to the same incident. The newer NIBRS standard collects information using an incident-based approach and reports all offenses involved in a particular incident. The FBI will discontinue the use of SRS in 2021 and expects all partner agencies to submit incident data using the NIBRS standard from that time forward. If this request is denied, the City will be unable to report UCR crime statistics to the FBI when it switches over to the NIBRS standard.

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

D. Will the contract(s) be renewed?

It is unknown at this time if the contract(s) will 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.

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.

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.

B. Explain the qualifying circumstances:

Not Applicable

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Systems/application development, expertise in Uniform Crime Reporting (UCR) and National Incident-Based Reporting System (NIBRS) standards.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 1054, IS Business Analyst-Principal; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 1095, IT Operations Support Admin V;

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 terms of the funding do not allow for personnel costs.

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

A. Explain why civil service classes are not applicable.
The terms of the funding do not allow for personnel costs.

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. Existing civil service classifications are available.

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. It is unknown at this time what, if any, training will occur between the contractor(s) and City 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.
Yes. Grant conditions does not allow personnel costs.

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 10/01/2018, 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: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245 3rd Street San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48738 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

From: dhr-pescoordinator@sfgov.org on behalf of Genie.Wong@sfgov.org
To: [\(mailto:Wong, Genie \(POL\); Wanless, Annie \(HRD\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Leung, Patrick \(POL\); DHR-PSCCoordinator, DHR \(HRD\)\)](mailto:Wong, Genie (POL); Wanless, Annie (HRD); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Leung, Patrick (POL); DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 48738 - 18/19
Date: Monday, October 1, 2018 2:41:24 PM

RECEIPT for Union Notification for PSC 48738 - 18/19 more than \$100k

The POLICE -- POL has submitted a request for a Personal Services Contract (PSC) 48738 - 18/19 for \$5,304,000 for Initial Request services for the period 10/01/2018 – 09/30/2021. 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/12012> 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)

NCS-X Solicitation Guidelines
Section A: Program Description Pg 1-14

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics



The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Statistics (BJS), in partnership with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Division, is seeking applications for funding to support efforts of selected local law enforcement (LE) agencies to report incident-based crime data to the FBI's National Incident-Based Reporting System (NIBRS). Under this solicitation, funding will be provided to support the transition to incident-based reporting (IBR) among LE agencies selected for participation in the National Crime Statistics Exchange (NCS-X) that currently do not report IBR data to their state Uniform Crime Reporting (UCR) Program or the FBI's NIBRS. This program furthers the Department's mission to develop innovative strategies that support information sharing among sectors of the justice community.

FY 2018 NCS-X Implementation Assistance Program: Support for Local Law Enforcement Agencies, Part 2

Applications Due: June 28, 2018

Eligibility

Eligible applicants are 173 local LE agencies selected for participation in the NCS-X: 20 agencies with 750 or more sworn officers and 153 with fewer than 750 officers that: (1) are located in states in which the state UCR Programs currently have or will have by June 2018 a state IBR standard; (2) currently do not report incident-based data to their state UCR Program or NIBRS; (3) have not previously received funding to transition to IBR/NIBRS; (4) are not already in the process of transitioning to IBR/NIBRS; and (5) are not located in states in which the state UCR Program or State Administering Agency plans to manage funds on behalf of NCS-X to all selected agencies in the state. Eligible LE agencies are identified in Appendix B of this solicitation. Agencies that have previously applied for and been awarded NCS-X funds are not eligible for funding under this solicitation.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

BJS welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients (subgrantees).¹ The applicant must be the entity that would have primary responsibility for carrying out the award, including administering the funding and managing the entire project. Under this solicitation, only one application by any particular applicant entity will be considered. An entity may, however, be proposed as a subrecipient (subgrantee) in more than one application.

¹ For additional information on subawards, see "Budget and Associated Documentation" under Section D. Application and Submission Information.

Deadline

Applicants must register in the OJP Grants Management System (GMS) prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 5:00 p.m. eastern time on June 28, 2018.

For additional information, see How to Apply in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the GMS Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the BJS contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. For information on reporting technical issues, see "Experiencing Unforeseen GMS Technical Issues" in the How to Apply in Section D. Application and Submission Information.

For assistance with any other requirements of this solicitation, contact Andrea Gardner, NCS-X Program Manager, by telephone at 202-307-0765, or by email at askbjs@usdoj.gov. Include "NCS-X SLLEA P2" in the subject line.

Release date: May 10, 2018

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FY 2018 NCS-X Implementation Assistance Program: Support for Local Law Enforcement Agencies, Part 2 (CDFA # 16.734)

A. Program Description

Overview

The FBI's Criminal Justice Information Services (CJIS) Division established and maintains the National Incident-Based Reporting System (NIBRS). To generate detailed national estimates of crime known to law enforcement (LE) using NIBRS data, the Bureau of Justice Statistics (BJS) and the FBI are supporting the National Crime Statistics Exchange (NCS-X) Initiative. To produce statistically sound national estimates of crime, the NCS-X program will support the transition to NIBRS reporting of a scientifically selected sample of 400 LE agencies nationwide. Through this solicitation, BJS seeks proposals to enable up to 173 local LE agencies in the NCS-X sample—agencies that are currently not reporting incident-based data to the Uniform Crime Reporting (UCR) Program—to report incident-based crime data to the FBI's NIBRS, either through their state UCR Program or directly to the FBI. BJS funding decisions under this solicitation will be made in coordination with, and with the concurrence of, the FBI's CJIS Division.

The FBI has formally announced its intention to establish NIBRS as the UCR crime data reporting standard for the nation, with a complementary plan to retire the Summary Reporting System of the UCR Program. The deadline for the NIBRS transition is January 1, 2021. Local agencies typically contribute data to NIBRS through their "state pipeline." Agencies report their state-specific incident-based crime data to the NIBRS-certified UCR Program in their respective state, and the state agency then sends data from all of the state's contributing agencies to the FBI. The FBI and BJS advocate using the state pipeline for crime data reporting. For those instances in which a state is not able to receive incident-based data from local LE agencies, the FBI is willing to receive the incident-based data directly from a local agency until the state pipeline is in place. However, agencies are strongly encouraged to report directly to their state UCR Program whenever possible. The plan to transition local agencies to incident-based reporting (IBR) requires that local LE agencies work closely with the state UCR Program to ensure submitted data meet the requirements of the state program.

Statutory Authority: Under Section 302 of the Omnibus Crime Control and Safe Streets Act, BJS is authorized to "make grants to, or enter into cooperative agreements or contracts with public agencies, institutions of higher education, private organizations, or private individuals" for purposes of collecting and analyzing criminal justice statistics. Under Title 28, U.S.C., Section 530C, the FBI is authorized to provide funds to BJS to make grants under this solicitation. Under Title 28, U.S.C., Section 534 and 28 Code of Federal Regulations, Section 0.85, the FBI is authorized to support activities related to the transfer and sharing of criminal justice information across and between LE and related agencies.

Program-Specific Information

The NCS-X seeks to expand the FBI's NIBRS into a nationally representative system of incident-

based crime statistics. BJS and the FBI have partnered together to implement the NCS-X and signed a joint statement of support for the project. The NCS-X aims to enroll a sample of 400 scientifically selected LE agencies to submit data to NIBRS. When data from these 400 new NIBRS-reporting agencies are combined with data from the more than 6,800 agencies that already report to NIBRS, the nation will be able to generate nationally representative incident-based crime statistics drawn from the operational data systems of local police departments.² These incident-based data will capture the attributes and circumstances of criminal incidents and allow for more detailed and transparent descriptions of crime.

The sample-based approach to enrolling new NIBRS reporting agencies will enable the production of national estimates of crime based on incident-based data, while the FBI transitions NIBRS to the system to which all U.S. LE agencies submit their UCR data. The sample of 400 agencies has been drawn, including a subset of additional agencies held in reserve to replace agencies that may decline to participate and to accommodate other needs for replacement. The list of sample and reserve agencies is available on the BJS website at https://www.bjs.gov/content/pub/pdf/NCSX_sampled_agencies.pdf.

Coordination with and Technical Assistance from BJS, the FBI, and the NCS-X Implementation Team

BJS and the FBI coordinate NCS-X program activities through the NCS-X Implementation Team. This team was established through a competitive bidding process to support the activities required to expand NIBRS reporting to the 400 NCS-X sampled agencies, which includes expanding the state pipeline for receiving and processing incident-based data, recruiting, and providing technical assistance to NCS-X sampled agencies. A consortium of organizations makes up the NCS-X Implementation Team, including RTI International, the International Association of Chiefs of Police, Police Executive Research Forum, Integrated Justice Information Systems Institute, and SEARCH, the National Consortium for Justice Information and Statistics.

Recipients of funds under this solicitation are strongly encouraged to consult with the state UCR Program and/or FBI's CJIS Division staff for details about IBR/NIBRS certification and other reporting requirements. Recipients should contact the NCS-X Implementation Team for technical assistance. Consultation on technical assistance and NIBRS certification may occur at no cost to recipients.

In addition to offering technical assistance, BJS, CJIS, and the NCS-X Implementation Team have developed a number of resources to assist local LE agencies in the transition to NIBRS reporting, including the "*Law Enforcement Agency IBR Playbook: A Guide to Implementing an Incident-Based Crime Reporting System*" and the *NCS-X Readiness Assessment Toolkit*. For additional information on resources, see the NCS-X page on the BJS website or contact the Implementation Team at ncsx@rti.org.

Funding and Support for LE Agencies Selected for Participation in the NCS-X Initiative

The NCS-X sample of 400 LE agencies was drawn from the full set of state and local LE agencies that reported summary crime data to the FBI's UCR Program in 2011, stratified by

² Total number of NIBRS reporting in 2016 is available at https://ucr.fbi.gov/nibrs/2016/resource-pages/nibrs-2016_summary.pdf.

agency type and total number of sworn officers. Sample agencies were selected from 11 strata, as identified in the table below.

Agency type	Total number of—	
	Sworn officers	Agencies
State, county, or municipal	750 or more	72
State	1–749	12
State or municipal	0	2
County or township	36–749	72
County or township	0–35	22
Municipal	181–749	48
Municipal	61–180	40
Municipal	16–60	47
Municipal	1–15	71
Remainder, nontribal	Any	5
Tribal	Any	9

Eligible agencies will only be considered for funding if they have completed a NCS-X Readiness Assessment and include that assessment in their application. A readiness assessment examines an agency's capabilities and barriers to collecting and reporting crime incident data according to the state UCR Program's state-specific IBR standard or to the FBI's NIBRS standard. A NCS-X Readiness Assessment requests that eligible LE agencies (1) document the agency's capacity to report data to the state IBR program or NIBRS, (2) determine if the agency collects the required IBR data elements, (3) determine if the agency's system(s) contains the necessary data validation and edit checks, and (4) evaluate the agency's ability to produce IBR data files for submission to the state UCR Program or directly to the FBI as applicable. Two different types of NCS-X Readiness Assessments are available for agencies with a Commercial Off-The-Shelf record management system (RMS) and an RMS built in-house to custom specifications. Agencies should consult with their information technology support staff and/or their local agency RMS solution provider to detail the capabilities of the local RMS to generate the required data elements, document changes necessary for the agency to make the conversion, and present a preliminary estimate of the cost of converting the local RMS to support state-specific or NIBRS-compliant IBR. Additional readiness assessment documents are available at <https://www.bjs.gov/content/ncsx.cfm>.

NCS-X readiness assessments require the local agency to—

1. Review the agency's crime incident data capture form to ensure that the IBR data elements are being collected or to identify the gaps.
2. Review the RMS schema to determine if the IBR data elements are already defined in the existing database. If not, determine which ones are not defined in the system.
3. Review the RMS edit checks to determine the extent to which the IBR-required edits (including the conditional edits) are already included in the data entry capture or subsequent validation.
4. Determine whether a data extract program exists. If it does not, evaluate the level of effort required to create an extract program that would pass certification with the state or FBI (as applicable).
5. Identify options for addressing any gaps identified during the assessment, and determine the work efforts, resources, and costs associated with those options.

The NCS-X Implementation Team has conducted a number of readiness assessments with local LE agencies in support of the NCS-X program, and they serve as the primary source for technical assistance on facilitating and completing these assessments. If an applicant has already participated in a readiness assessment, would like to receive a copy of its agency's form, or needs assistance in filling out the readiness assessment form, it should contact the NCS-X Implementation Team at ncsx@rti.org. **Applicants requesting funding to support the transition of an eligible local LE agency to NIBRS reporting will not be considered unless the completed NCS-X Readiness Assessment is appended to the application and its results referenced in the application.**

Support for State UCR Programs to Collect, Process, and Report Incident-Based Data to NIBRS

In general, local LE agencies report data to the FBI's NIBRS by submitting state-specific incident-based data to their state UCR Program, and then the state UCR Program reports those data to the FBI. While the FBI does accept NIBRS data directly from a small number of LE agencies, the preferred route of reporting is through the state UCR Program. The NCS-X program has provided funding and technical assistance to support the establishment or expansion of NIBRS-certified programs throughout the nation. In addition, BJS, the FBI, and the NCS-X Implementation Team work directly with state UCR Program managers and others in the state to ensure that local agency transitions to IBR comply with state program specifications. By supporting state UCR Programs, the NCS-X program ensures the state pipeline may accept incident-based data from local LE agencies in the NCS-X sample, as those agencies transition to IBR.

A total of 35 state UCR Programs accept incident-based data reported by local LE agencies in the state and are certified by the FBI to report NIBRS data to the national system. States certified by the FBI to report to NIBRS have established a state IBR standard to which local agencies in those states must report; the state UCR Program generally takes responsibility for converting state incident-based data into the NIBRS format for submission to the FBI. In states with an IBR component, agencies must ensure compliance with the state standard when converting to IBR. The remaining 15 states and the District of Columbia do not yet have a NIBRS-certified UCR Program. Eleven of the 15 states are working to implement a NIBRS Program within the state, and four are planning for the state-level transition to NIBRS. The following table provides a list of the states by their current NIBRS status.

NIBRS Status by State				
<i>Accepting NIBRS data from local LE agencies</i>				
AR	IN	MN	OK	TX
AZ	KS	MO	OR	UT
CO	KY	MT	PA	VA
CT ^b	LA	ND	RI ^b	VT
DE	MA	NE	SC	WA
IA	ME	NH	SD	WI
ID	MI	OH	TN	WV
<i>Implementing a NIBRS program in the state</i>				
AK	GA	NC	NY	
AL	HI	NJ	WY	
FL	MD	NV		
<i>Planning a NIBRS program in the state</i>				
CA	IL	MS ^a	NM	
Note: Excludes the District of Columbia.				
^a Does not have a state-level UCR Program.				
^b No agencies were selected for main NCS-X sample.				

Costs Considered Allowable Under this Solicitation

Funding provided to local LE agencies under this solicitation is not intended to cover all costs associated with establishing or expanding a NIBRS-compliant IBR capability. **The award funds are intended to cover those costs that are directly necessary for the program activities being proposed.** Applications for funding under this solicitation should consider the following information about allowable costs.

Under this solicitation, reasonable costs associated with the following are considered allowable:

1. Reasonable costs for software and hardware that directly support or enhance an agency's technical capacity for collecting and processing data and submitting those data to the state UCR Program or directly to the FBI, in the appropriate format. This includes acquiring software to enable reporting of state-IBR/NIBRS compliant data to the state UCR Program, costs for improving the automation of processes associated with data collection and management, and costs for validation testing to ensure conformance with state-IBR/NIBRS standards.
2. As applicable, contract support costs for local agencies to procure technical assistance for critical agency personnel in how to collect, input, and process incident-based data, if the agency system undergoes substantial modification to become state-IBR/NIBRS compliant.

Under this solicitation, certain costs are NOT allowable, including the following:

1. personnel costs
2. software maintenance costs

3. staff training
4. technical assistance not in direct support of automating data processes to collect, extract, and submit NIBRS-conformant data
5. hardware- or software-related contract costs beyond the length of the award period
6. equipment that is not directly and primarily related to implementing NIBRS reporting system.

Goals, Objectives, and Deliverables

LE agencies funded through this solicitation must submit incident-based data that conform to the state-IBR or NIBRS standard, as applicable, within the project period and are certified to report state IBR-compliant data by January 1, 2012. Proposals from local agencies under this solicitation must specify the need for and cost of each major component of their agency's plan for collecting, validating, extracting, and reporting IBR data to the state UCR Program or directly to the FBI.

Final deliverables include documentation verifying that the local agency is certified to report IBR data to the state UCR Program or directly to the FBI. Interim deliverables include those identified by the applicant in the funding proposal and all required award progress reports. Award recipients are expected to hold monthly status calls with BJS, CJIS, and the NCS-X Team to update on project progress. In addition, award recipients must provide monthly written reports that (1) update the status of each project task, (2) report the progress made toward completion of each task, and (3) provide up-to-date award expenditure information.

Applicants in states in which the state UCR Program does not have a certified NIBRS program may choose to submit data directly to the FBI. However, if agencies choose to submit directly to the FBI, they must include in their application (1) a letter of support for the direct submission from the state UCR Program, and (2) a statement that the agency will cease direct submission to the FBI and will begin reporting incident-based data to the state UCR Program once the state program establishes a NIBRS-certified reporting capability.

The activities proposed under this award should be completed within a maximum of 24 months. BJS discourages applicants from proposing project periods more than 24 months but acknowledges that exigent circumstances may require some agencies to request more time. Applicants that propose a project period more than 24 months must include additional justification for the extended timeframe, including how costs to the project will be minimized and the ways in which the additional time will benefit the final deliverables under this award.

Statement of Work and Deliverables

Planning for the transition to NIBRS-compliant crime reporting requires that applicants have a basic understanding of their state-specific implementation of IBR. Some states have incorporated additional IBR requirements that vary from the national NIBRS reporting standards, often in response to state legislative or policy mandates. Applicants are encouraged to contact their state UCR Program for information about the IBR reporting requirements and technical specifications. Applicants should consider the state-specific IBR reporting requirements when completing their NCS-X Readiness Assessment. Responses to the readiness assessment provide support for the resources requested in the application for funding.

Successful applicants to this solicitation will be required to—

1. Procure appropriate technology solutions that address their agency's hardware and software needs for transitioning to IBR/NIBRS reporting, as identified in the funding application and in the agency's readiness assessment.
2. Develop contractual agreements with technology solution providers that will enable the IBR/NIBRS transition, as needed; oversee the work of these third-party contractors; and ensure contractor deliverables are received on time and on budget.
3. Develop contractual agreements with other organizations that share an RMS with your agency, if applicable.
4. Establish and maintain regular communication with the state UCR Program to ensure the applicant agency's incident-based crime data are compliant with state IBR requirements.
5. Test IBR data submissions with the state UCR Program; obtain certification to report IBR data to the state Program; and report state IBR-compliant data by January 1, 2021.
6. Provide status reports to BJS, to include monthly project status calls and written summaries with updates on expenditures and project completion.

Applicants are encouraged to review the application review criteria included in Section E. Application Review Information.

Section 1: Agency Overview and Current Crime Data Management Processes

In this section, applicants are asked to provide background information about their agency and the agency's current crime data reporting practices. Applicants should also review and analyze the current and anticipated technical and systems needs (e.g., hardware, software) of the agency when making the transition to IBR/NIBRS. Information provided in this section should reference the agency's NCS-X Readiness Assessment.

Agency overview and background information

1. Provide a brief overview of their agency that includes agency demographics (e.g., size of agency, size of jurisdiction served, average number of reports, general organization) and any other important information.
2. If their agency is part of a consortium of agencies that use a shared RMS, briefly describe these agencies and the governance structure relevant to making modifications to the system.
3. Describe how their agency records, manages, and stores incident information. Include an outline of the workflow of incident reporting how incident information is gathered, input, and reviewed, and how data are accessed, modified, and validated/verified.
4. Indicate if their agency submits summary-based data to the state UCR Program.
 - a. Describe the process to produce summary UCR submissions and send those data to the state UCR Program.
 - b. Identify the format in which data are transmitted (e.g., XML, other electronic format, paper forms).
 - c. If summary UCR data are not provided to the state, indicate the reasons for not reporting.
 - d. Describe any anticipated changes to the process of reporting data to the state UCR Program that may result from the transition to NIBRS.

*Assessment of agency's ability to comply with **federal NIBRS** and **state-specific IBR** standards*

5. Determine if their agency currently collects all of the required NIBRS data elements and values.³
 - a. If they are not collected, indicate if their agency's current system is capable of becoming NIBRS compliant (e.g., by purchasing a NIBRS module for the RMS or upgrading the current system to a new version).
 - b. If the system cannot be made NIBRS-capable, discuss how the agency will achieve compliance.
 - c. Discuss the steps taken to identify the software and hardware (if any) needed to report incident-based data.
6. Determine whether their agency's current reporting system imposes the NIBRS edit checks and data validation rules. If necessary, describe the steps required to incorporate the NIBRS edits checks and validation rules into the system.
7. Discuss any other NIBRS-specific data collection gaps identified in their agency's readiness assessment and the actions their agency must take to address those gaps to report NIBRS-compliant data.
8. Describe any state-specific data elements agencies are required to collect for submission to the state UCR Program.
 - a. Discuss how those additional elements will affect their agency's ability to implement a NIBRS-compliant reporting process.
 - b. Describe any additional challenges their agency may confront in reporting incident-based data to the state UCR Program or the FBI.
9. Determine the types of technical assistance, if any, required to transition to IBR/NIBRS.
 - a. Describe any vendor-provided technical assistance required for agency staff to report state-specific IBR or NIBRS-compliant data into the RMS. Include information about the type of technical assistance needed and how it will be deployed to agency staff.
 - b. Describe any technical assistance required from the state UCR Program or CJIS for agency personnel to learn NIBRS reporting rules.⁴

Section 2: Project Design and Implementation

In this section, applicants should describe the specific activities the agency will undertake to transition to IBR. The project plan should describe how the applicant agency will address any NIBRS-specific data collection gaps identified in their readiness assessment and must make clear connections to the deficiencies and needs identified in Section 1. Applicants are encouraged to detail the specific steps their agency will take to transition to NIBRS. Applications should describe how the project activities would specifically improve the automated capture and management of incident-based data.

1. Outline and describe the changes necessary for the applicant agency to transition from reporting summary-formatted crime data to reporting data in the state-IBR/NIBRS format (as applicable).
 - a. Indicate the technical changes necessary to meet the state-IBR/NIBRS required data standard and technical specification. Provide the specific steps the applicant agency must take to make those technical changes, including any hardware, software, or equipment modifications or procurements.

³ The NCS-X Readiness Assessment will assist agencies to determine NIBRS compliance. Applicants should reference their completed readiness assessment when describing the agency's readiness for NIBRS reporting and the technology modifications, if any, required to become NIBRS compliant.

⁴ Please note NCS-X funds cannot be used to pay for agency personnel-related costs of any training.

- b. Describe the improvements to automation that will result from technical and other changes made to collect state-IBR/NIBRS compliant incident data.
 - c. Describe the technical assistance requirements for a successful transition to state-IBR/NIBRS. (Note: Staff personnel costs to receive technical assistance cannot be funded through this solicitation.)
2. Describe the impact that transitioning to IBR/NIBRS will have on current crime data management practices, if any, and how the agency plans to address those challenges.
 3. Describe how IBR data will be reported to the state UCR Program or the FBI. Indicate the structure of the data submission (i.e., flat file or XML) and if the agency's current RMS may generate output in the format required for submission. Proposals should articulate a clear plan that demonstrates how the applicant agency will report IBR data.
 4. Describe the agency's plan for achieving IBR certification from the state UCR Program or the FBI, as applicable.
 5. Provide a timeline for transitioning to state-IBR/NIBRS, including the major milestones toward full implementation. Applicants are strongly encouraged to submit a timeline table that encompasses all major project activities and includes separate columns for project tasks, start dates, tentative completion dates, and deliverables.

Section 3: Project Communication Plan

This section should include a plan for communicating about project activities, status, timelines, and challenges with BJS, CJIS, the NCS-X Implementation Team, and the state UCR Program, as necessary.

1. Draft a project timeline that includes a detailed task plan and timeline for implementing the project. The timeline should include plans for a project kickoff meeting to be held shortly after the start of the award. For planning purposes, projects should start no sooner than April 2018. The kickoff meeting should be held via teleconference or video conference to save on travel costs. Based on discussion during the kickoff meeting, the recipient of funds will then make any necessary revisions to the project budget and timeline provided in the application, including dates of completion for each task, completion of any deliverables, delivery for monthly status reports, and scheduled meetings, where applicable.
2. Outline a communication strategy describing how the recipient of funds will provide project updates to BJS and CJIS. It should also explain how project activities will be communicated to senior leadership and management in the applicant agency and with the state UCR Program. The communication strategy should include monthly phone conferences with BJS, the FBI, and the NCS-X Implementation Team.
3. Indicate plan for completing and submitting the required grant reports:
 - a. quarterly financial status reports (see below)
 - b. semiannual grant progress reports
 - c. monthly written project status reports that update the status of each task identified, report the progress made toward completion of each task, and provide an update on budget expenditures in each of the budget categories.

Section 4: Transition Costs

In this section, applicants must identify the costs associated with their transition to NIBRS. Applicants are asked to detail costs associated with improving the automated capture of incident-based data:

1. Describe the costs associated with the project activities and deliverables identified in Section 2 above. When possible, quotes from third party companies (e.g., RMS solution provider) should be included with the application. Ensure applications differentiate between costs requested under this solicitation and those that cannot be funded as part of this funding request (if applicable).
2. Provide a detailed budget, using the OJP Budget Detail Worksheet, indicating all items and activities to be funded. Each funding request should be directly related to improving automation and enabling the applicant agency to report state-IBR/NIBRS data.
3. Include a Budget Narrative describing each expense listed in the Budget Detail Worksheet and how each expense is necessary to report state-IBR/NIBRS data.
4. Discuss how the applicant agency will absorb ongoing costs, if any, associated with the transition to IBR.

Section 5: Capabilities and Competencies of Project Staff

This section should describe the agency's plan for managing the proposed project activities and provide information about the particular expertise, skills, or abilities of the staff identified to implement the project plan.

1. Provide a thorough justification that the project staff identified in the application have the necessary qualifications and experience to oversee project tasks and fulfill the project goals. Applicants should make a clear connection between the capabilities and competencies of the proposed project staff and activities necessary to successfully achieve the deliverables required.
2. Include a description, if applicable, of the capabilities and competencies of any proposed contract staff that will support the project activities. For contract staff not yet hired, applicants must adequately describe the process to identify candidates with appropriate experience and expertise.
3. Describe how project staff will communicate project goals, activities, and status to senior leadership and management within the agency and how decisions about project activities will be made within the organization. If the proposal includes working with other agencies (e.g., agencies that share your RMS) or other organizations (e.g., RMS vendor), describe how project staff will coordinate to ensure project activities are completed on time and on budget.

Section 6: Plan for Collecting Performance Measures

In this section, applicants should describe how their agency will collect and report the performance measures required for this award. The performance measures for this solicitation are listed in the Plan for Collecting the Data Required for this Solicitation's Performance Measures.

The Goals, Objectives, and Deliverables listed in the Statement of Work above are directly related to the performance measures that demonstrate the results of the work completed, as discussed in Section D. Application and Submission Information, under Program Narrative.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to—

- improving the quantity and quality of evidence OJP generates
- integrating evidence into program, practice, and policy decisions within OJP and the field
- improving the translation of evidence into practice.

OJP considers programs and practices to be evidence based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence based.

The OJP CrimeSolutions.gov website at <https://www.crimesolutions.gov> is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

Information Regarding Potential Evaluation of Programs and Activities

The Department of Justice has prioritized the use of evidence-based programming and deems it critical to continue to build and expand the evidence informing criminal and juvenile justice programs to reach the highest level of rigor possible. Therefore, applicants should note that the Office of Justice Programs may conduct or support an evaluation of the programs and activities funded under this solicitation. Recipients and sub-recipients will be expected to cooperate with program-related assessments or evaluation efforts, including through the collection and provision of information or data requested by OJP (or its designee) for the assessment or evaluation of any activities and/or outcomes of those activities funded under this solicitation. The information or data requested may be in addition to any other financial or performance data already required under this program.

B. Federal Award Information

BJS expects to make multiple awards of varying amounts, with an associated project period of 24 months or less. To allow time for any necessary post-award review, modification, and clearance by the Office of Justice Programs (OJP) of the proposed budget, applicants should propose an award start date of no earlier than December 1, 2018.

In certain cases, BJS may provide additional funding in future years to awards made under this solicitation through continuation awards. In making decisions regarding supplemental awards, OJP will consider, among other factors, the availability of appropriations, OJP's strategic priorities, OJP's assessment of both the management of the award (e.g., timeliness and quality of progress reports), and the progress of the work funded under the award.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Type of Award

BJS expects to make any award under this solicitation in the form of a cooperative agreement, which is a type of award that provides for OJP to have substantial involvement in carrying out award activities. See Administrative, National Policy, and Other Legal Requirements, under

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: Evidence-Based Consulting Services for Violence Deterrence and Community Building

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$375,000

1. Description of Work

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

In 2016, the U.S. Department of Justice performed an assessment of the San Francisco Police Department (SFPD or Department) in which they found and recommended SFPD improve engagement and trust in the community, including in enforcement actions. The SFPD is seeking a contractor that will provide evidence-based violence deterrence and community building strategies to supplement the work already underway in the Department. Work by the contractor may include, but not be limited to, (1) An in-depth analysis and guidance on problems of homicide in San Francisco, (2) Enhancement strategies on gun violence reduction, (3) Alignment enhancements between police and intervention efforts to reduce violence, (4) Intelligence-informed, principled policing to reduce violence, and (5) An assessment of procedural justice and trust building efforts at SFPD.

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

The contractor's services will be crucial in strengthening the Department's community ties and focused enforcement efforts. Without their added knowledge and expertise, the Department is not able to properly and effectively engage partners and consequently, hold ourselves accountable. Denial of this service would remove the independent review of SFPD operations, with subsequent recommendations, that are critical to improve response/prevention of crime, while building community trust. If this PSC is not granted, the work will not be performed.

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.

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

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:

The contractor will provide an independent review of SFPD Operations and provide evidence-based strategies that have been effective for other jurisdictions.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The required skills/expertise that the contractor will bring to the table is repeated and repeatable experience engaging communities and planning violence prevention options and solutions that also build trust in communities. This expertise has delivered evidence-based results to other jurisdictions.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst;

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

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

These services are not available within the City and County of San Francisco. The Department has exhausted and leveraged all available partnerships with other City departments and the Mayor's Office to lay the foundation for the proposed 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 classifications do not have independent evidence-based knowledge a contractor would have given their experience working with other jurisdictions.

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. A new classification is not necessary. Existing classifications will take over the function of the contractor in the long-term.

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 be sharing valuable knowledge and expertise with SFPD.

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 10/03/2018, 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: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Floor San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48789 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

Wong, Genie (POL)

From: dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgov.org
Sent: Wednesday, October 3, 2018 8:30 AM
To: Wong, Genie (POL); Wanless, Annie (HRD); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Wong, Genie (POL); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48789 - 18/19

RECEIPT for Union Notification for PSC 48789 - 18/19 more than \$100k

The POLICE -- POL has submitted a request for a Personal Services Contract (PSC) 48789 - 18/19 for \$375,000 for Initial Request services for the period 01/01/2019 – 12/31/2021. 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/12016> 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: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 46785 - 16/17)

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

Type of Service: Common Use Self Service Passenger Processing System

Funding Source: Capital Funds

PSC Original Approved Amount: \$13,000,000

PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)

PSC Mod#1 Amount: \$13,000,000

PSC Mod#1 Duration: 06/30/22-12/31/25 (3 years 26 weeks)

PSC Cumulative Amount Proposed: \$26,000,000

PSC Cumulative Duration Proposed: 8 years 26 weeks

1. Description of Work

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

The San Francisco International Airport ('Airport') is seeking to replace the existing Common Use Self Service ('CUSS') Passenger Processing system that was originally installed in 2000 and later upgraded in 2007 and 2015. CUSS Passenger Processing systems are specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing, such as passenger check-in, baggage processing, passenger boarding. The system consists of four tightly integrated core vendor-developed components: 1) virtualized Common Use application, 2) Self Service Kiosk application, 3) Resource Management application, and 4) Airport Operational Data Base. The services will also include supporting the Information Display Systems (IDS), which are used to display flight and baggage information. The Contractors will be responsible for designing, implementing and supporting the system.

The total cost for the systems is \$13,000,000. Of that cost, \$6,000,000 is for the professional services maintenance and support of end user equipment, such as computers, printers, scanners and readers. The remainder of the money is anticipated for the purchasing of equipment.

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

The current CUSS system does not provide the capabilities for agent mobility, application flexibility and airport resource management required by the Airport and many airlines. Software application virtualization will allow airlines to access their proprietary applications at workstations, a path the industry is striving for. If this system is not installed, the Airport will be constrained in its ability to efficiently share limited Airport resources such as ticket counters and gates.

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, PSC 46785-16/17

D. Will the contract(s) be renewed?
Yes, if there continues to be a need for such services at SFO.

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 additional time is needed to align with the resulting contracts.

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 implementation is a one-time project, and the maintenance will need to be supported by the Contractor.

B. Reason for the request for modification:

Need to add money and time resulting from the Request for Proposal processes.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Required skills and expertise include the ability to design, develop, engineer and support a CUSS system for a large international airport. Some of the required technical skills are: product management, business analysis, software engineering, software architecture, implementation engineering, system administration, quality assurance, software deployment, testing, and training related to a virtualized CUSS system.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 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?

Not Applicable

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

A. Explain why civil service classes are not applicable.

CUSS Passenger Processing systems are very specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing. These are vendor developed and maintained solutions, and consequently, civil servant staff cannot perform 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: No, as these are specialized proprietary systems that require specific industry expertise to develop and maintain.

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 on the administration of the system will be provided to three (3) 0923 staff for approximately 20-40 hours over the duration 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.

Yes, SITA Information Networking Computing USA Inc.

7. Union Notification: On 12/04/18, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association; 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfso.com

Address: PO Box 8097, San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46785 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Tuesday, December 04, 2018 11:33 AM
To: Cynthia Avakian (AIR); Christina@sfmea.com; staff@sfmea.com; Wanless, Annie (HRD); ecassidy@ifpte21.org; 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)
Subject: Receipt of Modification Request to PSC # 46785 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$13,000,000 for services for the period June 30, 2022 – December 31, 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/12260>
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.org annie.wanless@sfgov.org staff@sfmea.com Christina@sfmea.com

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR Dept. Code: AIR

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

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

Type of Service: Common Use Self Service Passenger Processing System

Funding Source: Capital Funds PSC Duration: 5 years
PSC Amount: \$13,000,000 PSC Est. Start Date: 07/01/2017 PSC Est. End Date: 06/30/2022

1. Description of Work

A. Scope of Work:

The San Francisco International Airport ("Airport") is seeking to replace the existing Common Use Self Service ("CUSS") Passenger Processing system that was originally installed in 2000 and later upgraded in 2007 and 2015. CUSS Passenger Processing systems are specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing, such as passenger check-in, baggage processing, passenger boarding. The system consists of four tightly integrated core vendor-developed components: 1) virtualized Common Use application, 2) Self Service Kiosk application, 3) Resource Management application, and 4) Airport Operational Data Base. The services will also include supporting the Information Display Systems (IDS), which are used to display flight and baggage information. The Contractors will be responsible for designing, implementing and supporting the system.

The total cost for the systems is \$13,000,000. Of that cost, \$6,000,000 is for the professional services maintenance and support of end user equipment, such as computers, printers, scanners and readers. The remainder of the money is anticipated for the purchasing of equipment.

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

The current CUSS system does not provide the capabilities for agent mobility, application flexibility and airport resource management required by the Airport and many airlines. Software application virtualization will allow airlines to access their proprietary applications at workstations, a path the industry is striving for. If this system is not installed, the Airport will be constrained in its ability to efficiently share limited Airport resources such as ticket counters and gates.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This system was previously managed under PSC 4133-11/12.

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services at SFO.

2. Union Notification: On 04/07/2017, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21; Municipal Executive Association

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46785 - 16/17

DHR Analysis/Recommendation:

06/19/2017

Commission Approval Required

DHR Approved for 06/19/2017

Approved by Civil Service Commission with conditions

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
Required skills and expertise include the ability to design, develop, engineer and support a CUSS system for a large international airport. Some of the required technical skills are: product management, business analysis, software engineering, software architecture, implementation engineering, system administration, quality assurance, software deployment, testing, and training related to a virtualized CUSS system.
- B. Which, if any, civil service class(es) normally perform(s) this work?
1052,1053,1054,1070,1042,1043,1044,0941,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No.

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
CUSS Passenger Processing systems are very specialized systems used solely by airports to allow airlines to share common airport resources used for passenger processing. These are vendor developed and maintained solutions, and consequently, civil servant staff cannot perform these services.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No, as these are specialized proprietary systems that require specific industry expertise to develop and maintain.

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?
Training on the administration of the system will be provided to three (3) 09 YES NO
- C. Are there legal mandates requiring the use of contractual services? YES NO
- D. Are there federal or state grant requirements regarding the use of contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 05/11/2017 BY:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com
Address: PO Box 8097 San Francisco, CA 94128

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 4161-08/09)

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

Type of Service: Power Engineering Design and Environmental Analysis Services (CS-991)

Funding Source: Hetch Hetchy Power Capital

PSC Original Approved Amount: \$3,000,000

PSC Original Approved Duration: 01/01/10 - 07/15/12 (2 years 27 weeks)

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

PSC Mod#1 Duration: 07/16/12-08/15/14 (2 years 4 weeks)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 08/16/14-03/01/19 (4 years 28 weeks)

PSC Mod#3 Amount: \$2,500,000

PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: \$500,000

PSC Mod#4 Duration: 03/02/19-08/01/22 (3 years 21 weeks)

PSC Cumulative Amount Proposed: \$8,000,000

PSC Cumulative Duration Proposed: 12 years 30 weeks

1. Description of Work

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

Contract work consists of engineering design and cost estimates with additional environmental and permitting services for a Newark to San Francisco submarine High Voltage Direct Current (HVDC) power cable. The design work will include substation sites and transmission routes from the existing Newark Substation to a new substation on or near Treasure island with additional possible connections in the Greater Bay Area. The environmental work includes preparation of California Environmental Quality Act (CEQA) documents, environmental background reports and permit applications. Coordination and work plan preparation; environmental document scoping; environmental background and field studies; alternatives analysis; preparation of draft environmental documents; public review of draft environmental documents; response to public comments; preparation of final environmental documents; and mitigation monitoring plan preparation.

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

The SFPUC has been directed by the Board of Supervisors and the Mayor to develop City-owned transmission projects including the Newark-San Francisco Project and the Potrero-Embarcadero Project with a "transmission-only" solution to expedite closure of the Potrero Power Plant. Denial would not provide the SFPUC the opportunity to complete this requirement.

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 via PSC No.4161-08/09.

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 SFPUC Power Enterprise resolved multiple, complex business factors to move forward with the transmission work. These factors involved major issues including the expiration of the Interconnection Agreement with PG&E in 2015, policies associated with use of the California Independent System Operator (CAISO) grid for transmission, potential participation by SFPUC as a Participating Transmission Owner (PTO) with CAISO, and many other complex considerations. These business factors needed to be resolved before the project could move forward with the project. Before the construction phase could begin, the transmission analysis, design, permitting and environmental analysis had to be resolved.

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 project requires complex, specialized and technical skills.

B. Reason for the request for modification:

The construction phase of the substructure work for the Bay Corridor Transmission Distribution (BCTD) Project has not yet been completed. The capacity increase and extension is necessary to provide technical construction support during construction. The consultant for CS-991 has not been continuously working on this project due to gaps in the different phases of the project and business factors that needed to be addressed before the project design could commence. The preliminary report prepared by the consultant was completed in March 2012. This report analyzed various transmission options with respect to technical, environment, permitting and economic factors. While the work being done by consultant was paused, the SFPUC Power Enterprise was resolving multiple, complex business factors to move forward with the transmission work. These factors involved major issues including the expiration of the Interconnection Agreement with PG&E in 2015, policies associated with use of the California Independent System Operator (CAISO) grid for transmission, potential participation by SFPUC as a Participating Transmission Owner (PTO) with CAISO, and many other complex considerations. These business factors needed to be resolved before the project could move forward with the project. Before the construction phase could begin, the transmission analysis, design, permitting and environmental analysis had to be resolved. For the above reasons, the consultant did not commence work until January 2016 to perform preliminary engineering, cost estimating, environmental permitting and constructability reviews for a planned electrical distribution project that would serve SFPUC Power Enterprise customers along the Bayside of San Francisco. Construction of the distribution system did not begin February 2018 and is scheduled to be completed in June 2021. The consultant is keenly familiar with the project details as they prepared and completed the design bases for the project. If not extended, there will be no one

that can provide clarifications to the contractor performing the construction of the project. There have been site specific conditions that have been encountered during the construction which the current consultant was able to address to mitigate based on their research and design bases. A new contract will create a significant knowledge gap that would delay the project, thus affecting the completion of the BCTD project to provide electric service to SFPUC customers.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Please see additional attachment.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5278, Planner 2; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;

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.
Please see additional attachment.

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: Please see additional attachment.

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 will be provided due to the complex, specialized and technical nature of this project.

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.
URS Corporation

7. **Union Notification:** On 12/04/18, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; 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: 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# 4161-08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 01/07/2019

Receipt of Union Notification(s)

Irwin, William

From: dhr-psccoordinator@sfgov.org on behalf of wirwin@sfwater.org
Sent: Tuesday, December 04, 2018 1:41 PM
To: Irwin, William; amakayan@ifpte21.org; annie.wanless@sfgov.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Jackson, Shamica; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 4161-08/09 - MODIFICATIONS

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 \$500,000 for services for the period March 2, 2019 – August 1, 2022. 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/dhrrupal/node/960>
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.org annie.wanless@sfgov.org amakayan@ifpte21.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 4161-08/09)

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

Type of Service: Power Engineering Design and Environmental Analysis Services (CS-991)

Funding Source: Hetch Hetchy Power Capital

PSC Original Approved Amount: \$3,000,000

PSC Original Approved Duration: 01/01/10 - 07/15/12 (2 years 27 weeks)

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

PSC Mod#1 Duration: 07/16/12-08/15/14 (2 years 4 weeks)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 08/16/14-03/01/19 (4 years 28 weeks)

PSC Mod#3 Amount: \$2,500,000

PSC Mod#3 Duration: no duration added

PSC Cumulative Amount Proposed: \$7,500,000

PSC Cumulative Duration Proposed: 9 years 8 weeks

1. Description of Work

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

Contract work consists of engineering design and cost estimates with additional environmental and permitting services for a Newark to San Francisco submarine High Voltage Direct Current (HVDC) power cable. The design work will include substation sites and transmission routes from the existing Newark Substation to a new substation on or near Treasure Island with additional possible connections in the Greater Bay Area. The environmental work includes preparation of California Environmental Quality Act (CEQA) documents, environmental background reports and permit applications. Coordination and work plan preparation; environmental document scoping; environmental background and field studies; alternatives analysis; preparation of draft environmental documents; public review of draft environmental documents; response to public comments; preparation of final environmental documents; and mitigation monitoring plan preparation.

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

The SFPUC has been directed by the Board of Supervisors and the Mayor to develop City-owned transmission projects including the Newark-San Francisco Project and the Potrero-Embarcadero Project with a "transmission-only" solution to expedite closure of the Potrero Power Plant. Denial would not provide the SFPUC the opportunity to complete this requirement.

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 via PSC No.4161-08/09.

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:

See attached justification.

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 project requires complex, specialized and technical skills.

B. Reason for the request for modification:

To align the PSC amount with the Contract amount.

3. Description of Required Skills/Expertise

A: Specify required skills and/or expertise: Please see additional attachment.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5278, Planner 2; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;

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.
Please see additional attachment.

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: Please see additional attachment.

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 be provided due to the complex, specialized and technical nature of this project.

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.

URS Corporation

7. **Union Notification:** On 06/03/16, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; 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: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4161-08/09

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/20/2016