



Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director

Date: January 15, 2016

To: The Honorable Civil Service Commission

Through: Micki Callahan *MC 1/15/16*  
Human Resources Director

From: Theodore Conrad, MYR  
Henry Gong, SHF  
Stacey Camillo, DPW  
Cynthia Avakian, AIR  
Rachel Buerkle, ENV  
Genie Wong, POL  
Deedra Jackson, CHF  
Cynthia Hamada, MTA  
Sheila Layton, JUV  
Jacquie Hale, DPH

Subject: **Personal Services Contracts Approval Request**

This report contains seventeen (17) 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 FY2015-2016	Total for FY2015-2016
\$273,318,000	\$88,606,837	\$2,639,107,725

Theodore Conrad  
Mayor  
1 Dr. Carlton B. Goodlett Pl., Rm. 288  
San Francisco, CA 94102  
415-554-6639

Henry Gong  
Sheriff  
1 Dr. Carlton B. Goodlett Pl., Rm.456  
San Francisco, CA 94102  
415-554-7241

Stacey Camillo  
Department of Public Works  
1155 Market Street, 4th Floor  
San Francisco, CA 94103  
(415) 554-4886

Cynthia Avakian  
Airport Commission  
Contracts Administration Unit  
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San Francisco, CA 94128  
650- 821-2014

Rachel Buerkle  
Department of the Environment  
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San Francisco, CA 94103  
415-355-3704

Genie Wong  
Police  
1245-3<sup>rd</sup> Street, 6<sup>th</sup> Floor  
San Francisco, CA 94158  
(415)837-7208

Deedra Jackson / Brett Conner  
Children, Youth & Their Families  
1390 Market Street, Suite 900  
San Francisco, CA 94102  
DJ: 415-554-9329  
BC: 415-554-8427

Cynthia Hamada  
Municipal Transportation Agency  
1 South Van Ness Ave., 6<sup>th</sup> Floor  
San Francisco, CA 94103  
415-701-5381

Sheila Layton  
Juvenile Probation  
375 Woodside Ave  
San Francisco, CA 94127  
415-753-7562

Jacquie Hale  
Public Health  
101 Grove Street Rom 307  
San Francisco, CA 94102  
415-554-2609

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

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**POSTING FOR**

February 01, 2016

**PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR**

Commission Hearing Date

2016-02-01

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date
42703 - 15/16	MAYOR	\$600,000.00	The contractor will assist the Mayor's Office of Public Policy and Finance staff in making decisions on a wide variety of layout, content, design, and production issues related to the annual Mayor's Proposed Budget Book.	February 1, 2016	August 31, 2020
46615 - 15/16	SHERIFF	\$180,000.00	Operate a shuttle service from Civic Center BART station, Balboa Park BART station, and possibly San Bruno BART station to the San Bruno Jail Facility. The shuttle service will operate on weekends and pre-selected Holidays from 7:00 am to 2:30 pm. The shuttle service will provide a large bus with the passenger capacity of 29; 1 driver and 28 riders.	April 1, 2016	March 31, 2019
44102 - 15/16	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$1,500,000.00	Develop construction documents, including plans and specifications, for the seismic rehabilitation of San Francisco General Hospital Building 5 (Former Main Hospital and M-Wing) to enhance seismic performance and to satisfy the UC Seismic Safety Policy standards for leased buildings to be occupied by UC employees. This will be procured as a Sole Source contract to be awarded to SOHA Engineers.	December 7, 2015	December 6, 2019
42498 - 15/16	AIRPORT COMMISSION	\$16,000,000.00	Planning of airport facilities and resources to serve the core aviation business of San Francisco International Airport (SFO). Scopes of projects range from project-specific planning to integrated facilities master planning and report output, including, but not limited to: (1) forecasting future aviation activity and passenger levels, (2) developing common use standards for airport facilities and systems, (3) recommending facility improvements to enhance level of service and asset utilization, (4) updating the Airport Layout Plan, land use plans, and production of the long term Airport Development Plan and related documents, (5) planning support for airfield development projects, (6) airfield and airspace simulation modeling of NextGen and other advanced navigation technologies, (7) terminal and roadway simulation modeling in support of terminal and ground access planning projects, and (8) technical noise analysis in support of broader land use planning.	January 4, 2016	January 31, 2022
43243 - 15/16	ENVIRONMENT	\$3,000,000.00	Contractor will prepare and conduct periodic as needed solid waste disposal, diversion and litter studies, audits, characterizations, analyses, rate calculations, reports, documentation, submittals, focus groups, user surveys, and other related tasks. Contractor will also conduct specialized as needed technical assistance for waste generators to develop and implement customized waste reduction, reuse, recycling and composting programs to meet the City's increasingly challenging zero waste goals. Technical assistance will include on-site waste audits and assessment, hands-on manager and staff/tenant multi-lingual training, logistics set-up and implementation assistance, follow-up monitoring, trouble-shooting, data collection and evaluation. This assistance will be provided as needed, potentially around the clock, and requiring teams of multiple individuals working in different languages at the same time.	July 1, 2016	October 31, 2022

**TOTAL AMOUNT \$21,280,000**

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**Posting For February 01, 2016****Proposed Modifications to Personal Services Contracts****Commission Hearing Date**

2016-02-01

**APPLY**

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4090 - 11/12 - MODIFICATIONS	February 1, 2016	POLICE -- POL	\$100,000	\$240,000	The veterinarian (vet) will provide routine and emergency medical care for up to twenty horses assigned to the San Francisco Police Department (SFPD) Mounted Unit. This service averages fifteen visits per year. The veterinarian will also perform pre-purchase horse examinations.	07/01/2016	06/30/2019	REGULAR
4091 - 11/12 - MODIFICATIONS	February 1, 2016	POLICE -- POL	\$100,000	\$240,000	Horses must have properly maintained hooves in order to be ridden. Contractor will shoe and trim the hooves of each of the twenty San Francisco Police Department (SFPD) horses approximately once every six weeks. Contractor must be available for emergency calls to replace thrown shoes, and to provide consultation regarding special or corrective needs.	07/01/2016	06/30/2019	REGULAR
4127 - 08/09 - MODIFICATIONS	February 1, 2016	POLICE -- POL	\$100,000	\$500,000	Drug testing will be expanded to include screening for Adderall.	07/01/2016	06/30/2019	REGULAR
4041 12/13 - MODIFICATIONS	February 1, 2016	CHILDREN; YOUTH & THEIR FAMILIES -- CHF	\$3,000,000	\$7,000,000	This request is for professional evaluation and technical assistance for DCYF grant-funded programs providing services to children, youth and their families. Evaluation services will measure the quality of services provided and the effectiveness of programs with respect to the department's strategic goals. As needed, technical assistance will be provided to address issues of program quality. Contractors conducting evaluation may differ from contractors providing technical assistance.	07/01/2016	06/30/2018	REGULAR
4130-12/13 - MODIFICATIONS	February 1, 2016	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$15,000,000	\$25,000,000	There is a surge in project demands creating peak needs for this service. If these professional services cannot be provided when they are needed, it will adversely impact and delay the delivery of projects which will in turn have a negative impact on providing service to the public as well as loss of time-sensitive funding.	01/05/2016	06/30/2021	REGULAR
4112-11/12 - MODIFICATIONS	February 1, 2016	JUVENILE PROBATION -- JUV	\$225,000	\$675,000	The scope of work was created to allow the contractor to work with the department in two phases. The first phase is the planning phase and the second phase is the implementation	04/30/2017	06/30/2019	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					phase. Phase 1 includes: Kick off, Develop Scope of Work, Project Plan, Requirements Matrix and Fit Gap Report, Conversion Plan and Interface Matrix, Reports, Testing Strategy and Finalize Statement of Work. Phase 2 includes: Implement Case Management System Implementation Scope of Work, Develop and Implement Final Acceptance Testing Schedule.			
2000 07/08 - MODIFICATIONS	February 1, 2016	PUBLIC HEALTH -- DPH	\$6,500,000	\$12,500,000	Also included are community-based breast cancer case management and prevention support services, as well as health care and ancillary services targeted to people who are homeless.	11/01/2015	continuing	CONTINUED
4150-09/10 - MODIFICATIONS	February 1, 2016	PUBLIC HEALTH -- DPH	\$112,166,000	\$248,166,000	Culturally appropriate mental health and substance abuse services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include mental health assessment therapy, collateral and wraparound services, community-based violence and trauma recovery services, community-based day treatment services, residentially-based day treatment services, intensive/day rehabilitative services, primary and secondary substance abuse prevention services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.	01/01/2016	12/31/2017	REGULAR
4152 09/10 - MODIFICATIONS	February 1, 2016	PUBLIC HEALTH -- DPH	\$5,281,000	\$23,876,931	Contractor/s will provide integrated full-service behavioral health outpatient services (Mental Health and Substance Abuse Services) for older-adult clients living in the catchment areas 2, 4 and 5 (Western Addition/area bounded by Geary-Gough-Market-Stanyan/Marina/Presidio, North of Market/Tenderloin/South of Market and Richmond and Sunset Districts.	01/01/2016	12/31/2017	REGULAR
4153 09/10 - MODIFICATIONS	February 1, 2016	PUBLIC HEALTH -- DPH	\$108,781,000	\$220,864,205	Contractor will provide service to adult clients living in a residential setting who otherwise would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program. The contractor will provide crisis residential programs, transitional residential treatment programs, Institute for Mental Disease (IMD) alternative programs, and an Urgent Care Center consisting of a crisis stabilization/urgent care clinic with an attached short-term crisis residential program. Institute for Mental Disease	07/01/2015	12/31/2017	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					alternative programs target adults returning from long-term care settings back to the community or who are at risk for institutional placement due to the severity of their psychiatric disorder.			
4156 09/10 - MODIFICATIONS	February 1, 2016	PUBLIC HEALTH - DPH	\$680,000	\$58,031,750	Contractors will provide community based mental health and substance abuse prevention and treatment, primary care and life enhancement programs for adults and transition age youths who are homeless or face mental health and substance abuse issues and their families in San Francisco. The programs will include mental health emergency crisis/vocational and rehabilitation services, peer and intern employment, peer-based wellness and recovery services, substance abuse education and training/HIV intervention/primary prevention, secondary prevention and ancillary services, short-term intensive case management-hospital discharge services.	01/01/2016	12/31/2017	REGULAR
35131 - 15/16 - MODIFICATIONS	February 1, 2016	PUBLIC HEALTH - DPH	\$105,000	\$200,000	The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.	11/12/2015	11/11/2017	REGULAR

**TOTAL MODIFIED AMOUNT: \$ 252,038,000**

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



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

Department: MAYOR -- MYRDept. Code: MYRType of Request:         Initial         Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:         Expedited     Regular         Annual         Continuing     (Omit Posting)Type of Service: As-needed professional technical writing and publishingFunding Source: General FundPSC Amount: \$600,000PSC Est. Start Date: 02/01/2016PSC Est. End Date 08/31/2020**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The contractor will assist the Mayor's Office of Public Policy and Finance staff in making decisions on a wide variety of layout, content, design, and production issues related to the annual Mayor's Proposed Budget Book.

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

The Mayor's Proposed Budget Book is a short-term project requiring diverse skills and expertise. It begins in the late winter, and must be completed by June 1 of each year, as per the City Charter. This creates a series of workload peaks, in April and May, which require as-needed intermittent assistance. If this contract is denied, the Mayor's Office will have a hard time publishing the budget book by the June 1st deadline.

**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 previously been contracted out and approved by the Civil Service commission with a PSC in the past (PSC number 4086-11/12).

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

Contractor selection will occur in the next few months through an open, competitive solicitation and selection process. The contract shall have an original term of one year. In addition, the City shall have four options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. The contract may be renewed depending on funding, availability 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.**  
not applicable**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):** Short-term or capital projects requiring diverse skills, expertise and/or knowledge. Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).**B. Explain the qualifying circumstances:**

This is a short term project- contractor will be needed to support the production of the Budget Book from February through May. Services will not be needed for the other 8 months of the year. The services require a contractor with specific expertise in diverse fields including: publishing, graphic design, document production, data visualization, technical writing, editing, and printing.

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

- A. Specify required skills and/or expertise: Key personnel should have recent experience with professional technical writing. This should include extensive professional experience with book design, printing and publishing techniques, and forms design. Applicants should have excellent editing skills in the English language including spelling, grammar, usage and punctuation. In addition, personnel should have extensive experience with professional publishing, printing and web-posting software.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5320, Illustrator and Art Designer; 5322, Graphic Artist;
- 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 office inquired with ReproMail as to whether the project could be conducted in-house, but we were informed that ReproMail does not currently have the capacity to perform the needed work. This is a unique, short-term project requiring focused, specialized expertise not currently available from City staff as they are fulfilling existing responsibilities.

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

- A. Explain why civil service classes are not applicable.  
This is a unique, short-term project requiring focused, specialized expertise not currently available from City staff as they are fulfilling existing responsibilities.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this is a temporary need for specialized skills for a short duration each year. It is not practical to adopt a new civil service classification for this as-needed work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
This PSC contains no training responsibilities.
- 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 10/28/2015, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021,Architect & Engineers, Local 21,SEIU Local 1021,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: Theodore Conrad Phone: 415-554-6639 Email: theodore.conrad@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 288 San Francisco, CA, 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42703 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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

**Choi, Suzanne (HRD)**

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**From:** dhr-psccordinator@sfgov.org on behalf of theodore.conrad@sfgov.org  
**Sent:** Wednesday, October 28, 2015 2:45 PM  
**To:** Conrad, Theodore (MYR); Lopez-Barrios, Ricardo (PDR); Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; Carey.dall@seiu1021.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA) (DSS); david.canham@seiu1021.org; jtanner940@aol.com; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; richardisen@gmail.com; L21PSCReview@ifpte21.org; Conrad, Theodore (MYR); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42703 - 15/16

RECEIPT for Union Notification for PSC 42703 - 15/16 more than \$100k

The MAYOR -- MYR has submitted a request for a Personal Services Contract (PSC) 42703 - 15/16 for \$600,000 for Initial Request services for the period 02/01/2016 -- 08/31/2020. 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/5962> 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

DATE: November 28, 2011

DEPARTMENT NAME: Mayor

DEPARTMENT NUMBER: 25

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

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

TYPE OF SERVICE: As-needed professional technical writing and publishing

FUNDING SOURCE: General Fund Mayor's Office

PSC AMOUNT: \$400,000

PSC DURATION: 2/1/2012 - 6/30/2016

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The contractor will assist the Mayor's Office of Public Policy and Finance staff in making decisions on a wide variety of layout, content, design, and production issues related to the annual Mayor's Proposed Budget Book.

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

The Mayor's Office is legally mandated by the City Charter to provide a budget for the coming fiscal year to the Board of Supervisors by June 1st. Given the cyclical nature of the budget process, the bulk of the work for the budget book is developed in the last few weeks of the project and requires extended hours. If this contract is denied, the Mayor's Office will have a hard time publishing the budget book by the June 1st deadline.

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 previously been contracted out and approved by the Civil Service commission with a PSC in the past (PSC number 4068-07/08; PSC number 4102-03/04).

D. Will the contract(s) be renewed?

Contractor selection will occur in the next few months through an open, competitive solicitation and selection process. The contract shall have an original term of one year. In addition, the City shall have four options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. The contract may be renewed depending on funding, availability and contractor performance.

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

SEIU 1021 Union Name, Signature of person mailing/faxing form, Date 11-28-11

Local 21 Union Name, Signature of person mailing/faxing form, Date 11-28-11

RFP sent to SEIU 1021, Local 21 Union Name, on 11-28-11 Date, Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4086-11/12 STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Key personnel should have recent experience with professional technical writing. This should include extensive professional experience with book design, printing and publishing techniques, and forms design. Applicants should have excellent editing skills in the English language including spelling, grammar, usage and punctuation. In addition, personnel should have extensive experience with professional publishing, printing and web-posting software, including but not limited to InDesign, Adobe PDF file creation, Microsoft Word, Excel, Access and Postscript. Proposers should have the ability to convert and integrate component files (Word, Excel, Access, Adobe PDF) into print-ready files. Critically, personnel must be willing to work with the Mayor's Office of Public Policy and Finance on weekends, and during a very short timeframe, in particular, at the end of May to ensure the City meets the May 1 and June 1 deadlines to issue the proposed budget books.

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

City employees generally do not perform this work as it is short-term, time sensitive, and highly specialized in its nature.

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

No.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The office inquired with ReproMail as to whether the project could be conducted in-house, but we were informed that ReproMail would need to contract out the work. This is a unique, short-term project requiring focused, specialized expertise not currently available from City staff as they are fulfilling existing responsibilities.

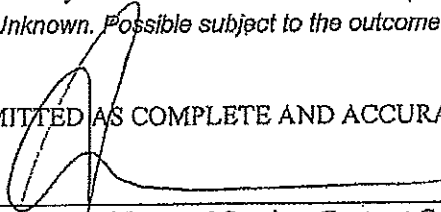
B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, this is a temporary need for specialized skills only for a few months each year. It is not practical to adopt a new civil service classification for this as-needed work.

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

- |  | <u>Yes</u>                          | <u>No</u>                           |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Describe the training and indicate approximate number of hours.  |                                     |                                     |
| • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate numbers to be trained.   |                                     |                                     |
| C. Are there legal mandates requiring the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? <i>Unknown. Possible subject to the outcome of the department's competitive solicitation and selection process.</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

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

  
Signature of Departmental Personal Services Contract Coordinator

" Anabel Simonelli  
Print or Type Name

554-16657  
Telephone Number

City Hall, Rm 443-A  
Address



# February 06, 2012 Regular Meeting

Civil Service Commission - February 6, 2012

## MINUTES

Regular Meeting

February 6, 2012

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

### CALL TO ORDER

2:06 p.m.

### ROLL CALL

President E. Dennis Normandy	Present
Vice President Kate Favetti	Present
Commissioner Scott R. Heldfond	Present
Commissioner Mary Y. Jung	Present

President E. Dennis Normandy presided.

**REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION AND WHICH IS NOT APPEARING ON TODAY'S AGENDA**

**Gus Feldman**, SEIU Local 1021 spoke on behalf of Cherie Joiner and Gideon Custodio, who are Health Care Worker IIs in the Escort Transportation Services at San Francisco General Hospital. He stated that they are good examples of what they call gross misuse of provisional and as-needed appointments in the City and County of San Francisco. Mr. Custodio has been employed almost eight years and has never once been a permanent employee. Ms. Joiner has been employed for more than five years. At the end of 2011, an examination was finally administered. Unfortunately, there were significant changes to the exam from the previous one administered but the Union was not notified of these changes so there was no opportunity for the Union to meet with the City about the changes.

Both Mr. Custodio and Ms. Joiner have had unblemished, exemplary performance appraisals and records and are well liked by the co-workers and managers. He urged the Commission to use the authority vested in their position to scrap the current list, allow the Union to meet with the City and discuss the contents and re-administer the exam.

**Gideon Custodio** echoed the comments made by Gus Feldman. He feels the process is not fair.

**Cherie Joiner** reiterated the statements made by Mr. Feldman and Mr. Custodio and read a paragraph from EEOC Section 15 on race, color and discrimination. She thanked the Commission for their time.

**Brenda Barrios**, SEIU Local 1021 stated that all of this happens when you start collapsing classifications. The Health Worker positions is another one of those positions that civil service decided to collapse. You have workers

**Action:** Accepted the report. (Vote of 4 to 0)

**0346-11-8** Review of request for approval of proposed personal services contracts. (Item No. 8)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4075-11/12	Public Utilities Commission	\$1,500,000	CleanPower SF will soon enroll residential energy customers throughout the City. The Consultants will design and implement an outreach program that will rely on neighborhood literature dissemination at residents' homes, television advertising, online advertising, and more to educate customers and support customer retention.	Regular	08/01/16

**January 9, 2012:** Continued PSC #4075-11/12 to the meeting of February 6, 2012 at the request of the Public Utilities Commission. (Vote of 3 to 0; Commissioner Jung recused from any discussion or voting on this item. (Vote of 4 to 0)

**Speakers:** Kofo Domingo and Charles Sheehan, Public Utilities Commission

**Action:** Adopted the report; Approved request for PSC #4075-11/12 on the condition that the summary be amended to delete the "door to door outreach" piece and a corrected copy be submitted to the Executive Officer and the Human Resources Director. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0; Commissioner Jung recused from any discussion or voting on this item.

(Vote of 4 to 0)

## 0018-12-8 Review of request for approval of proposed personal services contracts. (Item No. 9)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4077-11/12	Adult Probation	\$6,142,957	<p>This proposed contract is to create and operate a one-stop Community Assessment and Services Center (CASC) to provide services to high risk high need individuals who are under the supervision of the Adult Probation Department. A variety of individualized and group services will be provided from dawn until dusk. These services will be both by appointment and on a drop-in basis to include but not be limited to case management for individuals who have a serious mental illness, substance abuse assessment/referrals, remedial and basic education and connection to opportunities for higher education, vocational assessment and employment training, assessment for government benefits, cognitive behavioral groups, parenting and family strengthening support/advice and housing referrals and assistance.</p>	Regular	02/06/17
4078-11/12	Airport Commission	\$1,450,000	<p>Construction Management (CM) team with design-build and specialty design experience at airports to manage the design and construction and assist in the selection of a Design-Build Consultant for the West Field Cargo Development Project. The CM team will manage the design and construction of a new cargo building to replace an existing outdated cargo facility in the</p>	Regular	02/05/14



			through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.		
4086-11/12	Mayor	\$400,000	The contractor will assist the Mayor's Office of Public Policy and Finance staff in making decisions in a variety of layout, content, design, and production issues related to the annual Mayor's Proposed Budget Book.	Regular	06/30/16
4087-11/12	Municipal Transportation Agency	\$5,400,000	The San Francisco Municipal Transportation Agency (SFMTA) requires medical cost containment services for workers' compensation claims administration. Services include medical bill review, adjustments per fee schedules, and utilization review using state of the art system software. Services must meet the State of California's electronic data interchange (EDI) requirements for data entry and reporting injuries and illnesses. All medical bill review staff must be certified as meeting the California Department of Insurance's qualifications for experience in this field.	Regular	09/30/17
4088-11/12	Municipal Transportation Agency	\$34,000,000	The San Francisco Municipal Transportation Agency (SFMTA) is self-insured for Workers' Compensation (Workers' Comp) and existing claims are currently adjusted by a third party administrator (TPA). The contractor will provide claims adjusting and consulting services for existing and new claims for Workers' Comp benefits filed by SFMTA employees. Services include: claims review and	Regular	08/30/17

Dave Johnson, Department of Human Resources spoke on PSC #4084-11/12.

Catherine McGuire, Juvenile Probation spoke on PSC #4085-11/12.

**Speakers:** Dan Roach and Cynthia Hamada, Municipal Transportation Agency spoke on PSC #4087-11/12 and 4088-11/12.

Lt. Kevin McNaughton, San Francisco Police Department spoke on PSC #4089-11/12.

Steve Reel, Port Commission spoke on PSC #4098-07/08.

(1) Adopted the report; Approved the request for PSC #4085-11/12 as amended which is to be submitted to the Executive Officer and the Human Resources Director. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

(2) Adopted the report; Approved the request for PSC #4087-11/12 as amended; change duration to five (5) years and silent on the matter of options. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**Action:**

(3) Adopted the report; Approved the request for PSC #4088-11/12 as amended for a duration of five (5) years. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

(4) Adopted the report; Approved the request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**0255-11-6** Appeal by Charles Lebedeff of the Municipal Transportation Agency's determination of insufficient evidence to support his claim of retaliation for engaging in EEO protected activity. (Item No. 10)

**Speakers:** None.

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

Department: SHERIFF -- SHFDept. Code: SHFType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Shuttle bus service from San Francisco to San Bruno Jail on weekends and holidays.Funding Source: General FundPSC Amount: \$180,000PSC Est. Start Date: 04/01/2016 PSC Est. End Date 03/31/2019**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Operate a shuttle service from Civic Center BART station, Balboa Park BART station, and possibly San Bruno BART station to the San Bruno Jail Facility. The shuttle service will operate on weekends and pre-selected Holidays from 7:00 am to 2:30 pm. The shuttle service will provide a large bus with the passenger capacity of 29; 1 driver and 28 riders.

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

The Shuttle service will provide direct transportation to inmate's friends and family to the San Bruno Jail, where a vast majority of current shuttle riders would otherwise have multiple transfers, thus discouraging visitation. Increase visitation promotes improved inmate behavior and reduce recidivism. The denial of this service will lead to increase in bad behavior that can impact the safety of staff working in the jails. In addition, it will lead to an increase in inmate recidivism.

**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 performed by Transmetro under PSC 30933 - 13/14 MOD 2 approved by the Civil Service Commission on November 17, 2014.

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

The Professional Service Contract is for 3 years with two (2) options to extend terms for a duration of one (1) year. The shuttle service will be evaluated and if the contractor has met the scope of work, it is very likely that the Sheriff's Department will exercise the option to extend terms for one (1) year.

**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:

Federal Transit Administration's (FTA) Charter Bus Service Rule, which implements 49 U.S.C. 5323(d), protects private charter operator from unauthorized competition from FTA grant recipients. Under #49 Code of Federal Regulations, Section 604.9(a) states as follows: If a recipient desires to provide a charter service using FTA equipment or facilities, the recipient must first determine if there are any private charter operators willing and able to provide the charter which the recipient desires to provide.

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

A. Specify required skills and/or expertise: The contractor must be certified by the State of California as a transportation provider. In addition, the bus operator must have a Class B driver license to operate the 15 to 28 passenger Compressed Natural Gas vehicles. The contractor must affirm that the buses comply with the California Air Resource Board's emissions regulations.

B. Which, if any, civil service class(es) normally perform(s) this work? 9163, ;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Contractor will provide Hybrid or Compressed Natural Gas vehicle with a capacity of 15 to 28 passengers.

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

San Francisco Municipal Transportation Agency is unable to provide shuttle services under Federal Transit Administration's (FTA) Charter Bus Service Rule.

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

A. Explain why civil service classes are not applicable.

Federal Transit Administration's (FTA) Charter Bus Service Rule, which implements 49 U.S.C. 5323(d), protects private charter operator from unauthorized competition from FTA grant recipients. Under #49 Code of Federal Regulations, Section 604.9(a) states as follows: If a recipient desires to provide a charter service using FTA equipment or facilities, the recipient must first determine if there are any private charter operators willing and able to provide the charter which the recipient desires to provide.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class to perform charter bus service due to Federal Transit Administration's Charter Bus Service Rule, which implements 49 U.S. C. 5323(d), protects private charter operators from unauthorized competition from Federal Transit Administration grant recipient.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
The Sheriff's Department does not possess the required State Licensing or resources to participate in a training program.

C. Are there legal mandates requiring the use of contractual services?  
Federal Transit Administration's (FTA) Charter Bus Service Rule, which implements 49 U.S.C. 5323(d), protects private charter operators from unauthorized competition from FTA grant recipients.



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 11/03/2015, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46615 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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

## Gong, Henry (SHF)

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**From:** dhr-psccordinator@sfgov.org on behalf of henry.gong@sfgov.org  
**Sent:** Tuesday, November 03, 2015 1:45 PM  
**To:** Gong, Henry (SHF); amakayan@ifpte21.org; jb@local16.org; Lopez-Barrios, Ricardo (PDR); Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA) (DSS); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Gong, Henry (SHF); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46615 - 15/16

RECEIPT for Union Notification for PSC 46615 - 15/16 more than \$100k

The SHERIFF -- SHF has submitted a request for a Personal Services Contract (PSC) 46615 - 15/16 for \$180,000 for Initial Request services for the period 04/01/2016 – 03/31/2019. 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/6028> 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)**

### 3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)  
49 CFR Part 604

#### **Applicability to Contracts**

**The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.**

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

#### **Applicability to Micro-Purchases**

**Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.**

#### **Flow Down Requirements**

**The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.**

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

#### **Model Clause/Language**

**The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.**

The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

**Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.**

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

[http://www.fta.dot.gov/12831\\_6195.html#BM3](http://www.fta.dot.gov/12831_6195.html#BM3)

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**Sent:** Tuesday, November 03, 2015 1:45 PM  
**To:** Gong, Henry (SHF); amakayan@ifpte21.org; jb@local16.org; Lopez-Barrios, Ricardo (PDR); Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; Carey.dall@seiu1021.org; richardisen@gmail.com; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA) (DSS); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; tiya.thlang@seiu1021.org; Gong, Henry (SHF); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)  
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City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685

**Agreement between the City and County of San Francisco and  
Transmetro, Inc.**

This Agreement is made this **First day of April, 2011**, in the City and County of San Francisco, State of California, by and between: **Transmetro, Inc.**, 3931 Alemany Blvd., Suite 2002-221, San Francisco, CA 94132, hereinafter referred to as "Contractor," and the **City and County of San Francisco**, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Sheriff's Department ("Department") wishes to contract for Shuttle Bus Service to the San Bruno Jail Complex; and,

WHEREAS, a Request for Proposal ("RFP") was issued on January 21, 2011, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Department of Human Resources approved Personal Services Contract number #3064-10/11 on March 16, 2011;

Now, THEREFORE, the parties agree as follows:

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from April 1, 2011 to March 31, 2014.

In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.

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

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the fifteenth day of each month for work, as set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred Three Thousand Two Hundred Fifty Dollars (\$103,250)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Sheriff's Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor,



subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. **Disallowance.** If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

#### 10. Taxes

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

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

- 1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- 2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- 3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**11. Payment Does Not Imply Acceptance of Work.** The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

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

**13. Responsibility for Equipment. "Responsibility for Equipment" Left Blank by Agreement of the Parties.**

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

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.**

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

## 15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

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

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

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

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

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

c. 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.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement

and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. 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.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

**16. Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**17. Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

**18. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**19. Liquidated Damages.** "Liquidated Damages" Left Blank by Agreement of the Parties.

**20. Default; Remedies**

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

1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- |   |                                       |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties.     | 37. Drug-free workplace policy        |
| 10. Taxes   | 53. Compliance with laws              |
| 15. Insurance                                       | 55. Supervision of minors             |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment                                      | 58. Graffiti removal                  |

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

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

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

debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

## **21. Termination for Convenience**

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

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

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

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

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

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

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

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

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

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by 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 Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

## 22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- |   |   |
|---|---|
| 8. Submitting false claims                                      | 24. Proprietary or confidential information of City     |
| 9. Disallowance   | 26. Ownership of Results                                |
| 10. Taxes   | 27. Works for Hire                                      |
| 11. Payment does not imply acceptance of work                   | 28. Audit and Inspection of Records                     |
| 13. Responsibility for equipment                                | 48. Modification of Agreement.                          |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance   | 50. Agreement Made in California; Venue                 |
| 16. Indemnification   | 51. Construction  |
| 17. Incidental and Consequential Damages                        | 52. Entire Agreement                                    |
| 18. Liability of City   | 56. Severability  |
|   | 57. Protection of private information                   |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

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

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

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



To City: SAN FRANCISCO SHERIFF'S DEPARTMENT  
#1 Dr. Carlton B. Goodlett Place, Room 456  
San Francisco, CA 94102  
Attn: MAUREEN GANNON  
CHIEF FINANCIAL OFFICER  
[maureen.gannon@sfgov.org](mailto:maureen.gannon@sfgov.org)  
Fax. 415 554-7050

To Contractor: TRANSMETRO, INC.  
3931 Alemany Blvd., Suite #2002-221  
San Francisco, CA 94132  
Attn: MS. MARY OMER  
CHIEF EXECUTIVE OFFICER  
[info@transmetro.org](mailto:info@transmetro.org)

Any notice of default must be sent by registered mail and emailed.

- 26. Ownership of Results.** Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.
- 27. Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.
- 28. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.
- 29. Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the

basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

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

**31. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**32. Earned Income Credit (EIC) Forms.** Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

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

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

addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**b. Compliance and Enforcement**

1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

**34. Nondiscrimination; Penalties**

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

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

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above.

between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

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

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

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

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

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

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

39. **Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled

persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

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

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against

Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

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

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

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

#### **45. 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 contract or property contract 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 contract or property contract. 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 contracts and

property contracts 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 contract or property contract 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 contracts.

**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 contracts based on violations of contract 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 contract; that the failure of the contractor to comply with the contract 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 contract 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.

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

contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

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

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

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

**50. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

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

**53. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

**60. Slavery Era Disclosure "Slavery Era Disclosure" Shall be Left Blank by Agreement of the Parties.**

**61. 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.

**55. Supervision of Minors. "Supervision of Minors" Shall be Left Blank by Agreement of the Parties.**

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

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

**58. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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


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

**CITY**

**CONTRACTOR**

Recommended by:

TRANSMETRO, INC.

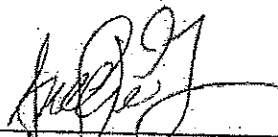
  
Michael Hennessey  
SHERIFF  
San Francisco Sheriff's Department

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

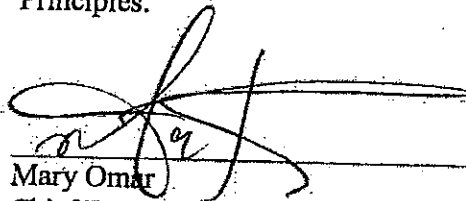
Approved as to Form:

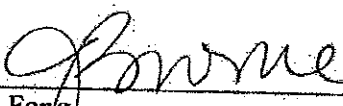
I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Dennis J. Herrera  
City Attorney

By:   
Sallie Gibson  
Deputy City Attorney

Approved:

  
Mary Omar  
Chief Executive Officer  
3931 Alemany Blvd., Suite #2002-221  
San Francisco, CA 94132

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

City vendor number: 82454

**Appendices**

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

**Appendix A**  
**Services to be provided by Contractor**

**I. Description of Services**

Contractor agrees to perform the following services:

**A. Minimum Contract Requirements**

Transmetro, Inc. will provide shuttle bus service for inmate visitors departing from locations within San Francisco, as described in Section B. Scope of Work, and delivering to the San Bruno Jail Complex.

- a. **Vehicles:** The transportation vehicle will be either hybrid, or alternative fuel-powered, and will have vehicle registration for at least one (1) 2004 or newer model year Compressed Natural Gas (CNG) powered vehicle. The vehicle will have a minimum seating capacity of 17, and will be ADA compliant and wheelchair accessible. In addition, Transmetro certifies that they have the ability to supply a similar vehicle with a 23 seat capacity, if so mutually agreed upon by the parties for future contract amendments. Transmetro certifies that all contract vehicles will comply with the California Air Resource Board's (CARB) emissions regulations. All vehicles will be equipped with first aid equipment, and must have accepted methods of securing a child car seat.

Transmetro will inspect all Contractor vehicles every 45 days or 4500 miles, whichever comes first. All Contractor operators will inspect their vehicles before beginning their shift and complete a pre-trip form, which will be submitted to the Contractor operations coordinator. In the event the primary vehicle is found not suitable for service for a particular shift, Transmetro will provide a replacement vehicle.

All Transmetro vehicles are certified to meet the vehicle standards established by ADA and USDOT. Annual California Highway Patrol (CHP) vehicle and records inspections will be done on all Transmetro vehicles.

- b. **Communication:** Transmetro will provide direct communication capability between Contractor trained customer service representative and/or dispatcher, driver and SFSD staff during all scheduled shuttle service times and days. Transmetro will provide either two-way radios or cell phones to maintain communications. If cell phones are used, Transmetro will provide the capability to communicate without use of hands during transportation, as required by law.
- c. **Drivers:** Transmetro certifies that all drivers provided under contract have a class B license, which they will carry at all times when transporting passengers, and all drivers will successfully complete a physical within the last two years. CPR/First-Aid training and certification are also a requirement for Contractor drivers. Transmetro certifies that Contractor employees are enrolled in a Drug & Alcohol screening program administered by a third party. Accurate drug & alcohol testing, and pre-employment screening, as well as post-accident testing will be required as part of this process. Transmetro will provide centrally located and easily accessible testing facilities for their employees.

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In the event Transmetro's lead driver is on vacation, sick or caught in an unforeseen circumstance, a Transmetro relief bus driver will be assigned.

- d. **Incident Response and Preparation Plan:** Transmetro's shuttle bus driver will notify the proper authorities of any difficulties that occur during the transportation of visitors. In the case of illness, accidents or security risks (arguments, physical and/or verbal attacks, etc.), the driver will report to the agency of primary jurisdiction to advise and receive instructions. All communications between the driver and a primary jurisdiction will be reported to the SFSD Watch Commander at (650) 266-7501.

In the event of a vehicle breakdown or accident, Transmetro will direct staff to extend phone communication hours, provide information to SFSD and clients, and coordinate additional shuttle operations, if necessary. Transmetro, Inc. will respond to all major incidents and emergencies as indicated above, and as further directed by the Sheriff's staff.

Transmetro, Inc. will prepare and submit an Incident Preparation Plan (IPP) draft to SFSD for review and approval within the first 180 days following completion of the fully executed contract. This document will outline Transmetro's action under a variety of events or situations (e.g., earthquakes, fires, power outages, major traffic closures, transit labor disputes).

## **B. Scope of Work**

Transmetro Inc., will provide a visitor shuttle bus service from San Francisco Civic Center BART/Muni Station to the San Bruno Jail Complex, with one stop at the Balboa BART station for visitor pickup. This shuttle service will run on Saturdays and Sundays only. Visitors will not be charged for the service.

In the event the City of San Francisco has a special event (such St. Patrick's Day Parade, Gay Pride Parade, etc.) the bus route in the City will be altered. Transmetro will work with Sheriff's Department staff to outline the altered route. Any changes to locations stops, and/or addition of weekday service will be by mutual agreement, and in writing (Contract Amendment).

### Van Shuttle Service Schedule

Depart/Leave BART/Muni Station							
<b>Civic Center Bart/Muni Station</b>	7:15 AM	8:45 AM	10:15 AM	Lunch Break 11:45 to 12:15 pm	12:15 PM	1:45 PM	No Departure
<b>Balboa BART</b>	7:35 AM	9:05 AM	10:35 AM		12:35 AM		
Depart/Leave San Bruno							
<b>San Bruno Jail Complex</b>	8:00 AM	9:30 AM	11:00 AM	Lunch Break 11:45 to 12:15 pm	1:00 PM	2:30 PM Last Shuttle back to City	

#### Shuttle Service Operation

Transmetro, Inc. will commence weekend operation of the Shuttle Bus Service Saturday at 7:15 am at the Civic Center BART/Muni Station. The bus will leave promptly at 7:15 am for a brief pickup stop at the Balboa BART station. The bus will then proceed from Balboa to the San Bruno Jail Complex. The first roundtrip return bus will leave the San Bruno Jail Complex at 8:00 am. Transmetro, Inc. will have a bus leave the Civic Center Station every 90 minutes with the final destination stop at the San Bruno Jail Complex front gate. All inmate visitors will be required by Transmetro staff to exit the bus at the front gate and check in with the front gate Deputy. A small van will be provided by the SFSD to shuttle the visitors to the jail facility front door. At no time will Transmetro Inc. staff allow arriving San Bruno Jail visitors to stay on the arriving bus.

Visitors will re-board the bus for the return trip after their inmate visitation is completed. Only one round trip, per visitor, per day, is allowed. The final shuttle bus service from the San Bruno Jail Complex leaves at 2:30 pm. During the hours of service, riders will be instructed by Transmetro staff to contact the SFSD Watch Commander at (650) 266-7501 with any questions they may have regarding that day's service.

#### Last Shuttle of the Day

If, upon Transmetro's arrival with the last shuttle bus of the day at San Bruno Jail Complex, the bus driver finds more passengers than is possible to accommodate, the driver will make a return trip to collect the remaining visitors and deposit them at their appropriate location stop.

#### Holidays

Transmetro, Inc., will provide shuttle bus service on Thanksgiving, Christmas and New Year's. Holiday rates will apply for Christmas and New Year's whether or not they fall on a Saturday or Sunday

**2. Reports**

Contractor shall submit written reports as requested by the Sheriff's Department. Format for the content of such reports shall be determined by the Sheriff's Department. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

**3. Department Liaison**

In performing the services provided for in this Agreement, Contractor's liaison with the Sheriff's Department will be Lt. DeVoy (415) 575-4460.

**Appendix B**  
**Calculation of Charges**  
**For**  
**Shuttle Bus Service to San Bruno Jail Complex**

- |    |  |          |
|----|--|----------|
| 1. | Daily Service Rate for a 17 seat capacity Hybrid or CNG powered Vehicle:                           | \$320.00 |
| 2. | Holiday Daily Service Rate on same vehicle:  | \$450.00 |
| 3. | Extra round trip rate for remaining passengers at days end.  | \$40.00  |
| 4. | No Cancellation Fee to be charged for notification of less than 24 hours prior to scheduled start. |          |

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of April 1, 2014, in San Francisco, California, by and between Transmetro, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to provide an extension to the contract term, increase the contract amount, update the contract rates and update contractual clauses to the Shuttle Bus Service to the San Bruno Jail Complex contract; and

WHEREAS, approval for this Amendment was obtained when the Department of Human Resources approved Contract number PSC#3064-10/11 on March 16, 2011; and

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

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

**a. Agreement.** The term "Agreement" shall mean the Agreement dated April 1, 2011 between Contractor and City.

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

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

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

**2. Term of the Agreement.** Subject to Section 1, the term of this agreement shall be from April 1, 2011 to March 31, 2014.

In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.

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

**2. Term of the Agreement.** Subject to Section 1, the term of this agreement shall be from April 1, 2011 to March 31, 2015.

In addition, the City shall have one option to extend the term, for a period of one year, by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.

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

**5. Compensation.** Compensation shall be made in monthly payments on or before the fifteenth day of each month for work, as set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred Three Thousand Two Hundred Fifty Dollars (\$103,250)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Sheriff's Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

**5. Compensation.** Compensation shall be made in monthly payments on or before the fifteenth day of each month for work, as set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred Fifty Seven Thousand Dollars (\$157,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Sheriff's Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**c. Appendix A – Section B. Appendix A – Section B, Scope of Work, Holiday, currently reads as follows:**

**Holidays:** Transmetro, Inc., will provide shuttle bus service on Thanksgiving, Christmas and New Year's. Holiday rate will apply for Christmas and New Year's whether or not they fall on a Saturday or Sunday.

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

**Holidays:** Transmetro, Inc., will provide shuttle bus service on Thanksgiving Day, Day-After Thanksgiving, Christmas and New Year's. Holiday rate will apply for Christmas and New Year's whether or not they fall on a Saturday or Sunday.

**d. Appendix B. Appendix B, Calculation of Charges For Shuttle Service to San Bruno Jail Complex, currently reads as follows:**

- |   |          |
|---|----------|
| 1. Daily Service Rate for a 17 seat capacity Hybrid or CNG powered Vehicle:                           | \$320.00 |
| 2. Holiday Daily Service Rate on same vehicle:  | \$450.00 |
| 3. Extra round trip rate for remaining passengers at days end.  | \$40.00  |
| 4. No Cancellation Fee to be charged for notification of less than 24 hours prior to scheduled start. |          |

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

- |   |          |
|---|----------|
| 1. Large Bus (28 PAX – reduced to 22 with wheelchair lift) Regular, Non-Holiday/Daily Service Rate: | \$488.00 |
| 2. Small Bus (17 PAX – reduced to 13 with wheelchair lift) Regular, Non-Holiday/Daily Service Rate: | \$438.00 |
| 3. Large Bus, Holiday/Daily Service Rate:   | \$578.00 |
| 4. Small Bus, Holiday/Daily Service Rate:   | \$498.00 |
| 5. Extra Loop is billed at in 30-minute increments at an hourly rate:                               | \$65.50  |

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on April 1, 2014.

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

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

**CITY**

Recommended by:



Ross Mirkarimi  
Sheriff  
San Francisco Sheriff's Department

**CONTRACTOR**

TRANSMETRO, INC.



Mary Omar  
Chief Executive Officer  
3931 Alemany Blvd., Suite #2002-221  
San Francisco, CA 94132

City vendor number: #82454

Approved as to Form:

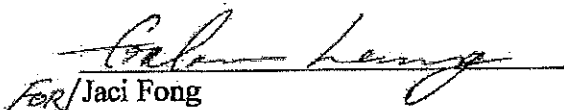
Dennis J. Herrera  
City Attorney

By:



Jana Clark  
Deputy City Attorney

Approved:



Jaci Fong  
Director  
Office of Contract Administration, and  
Purchaser



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

**Second Amendment**

THIS AMENDMENT (this "Amendment") is made as of **April 1, 2015**, in San Francisco, California, by and between **Transmetro, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

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

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **PSC 30933 – 13/14 MOD 2** on **November 17, 2014**;

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

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

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated **April 1, 2011** between Contractor and City, as amended by the:

**First amendment,**                      dated **April 1, 2014**, and

**1b. Contract Monitoring Division. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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

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

2. **Term of the Agreement.** Subject to Section 1, the term of this agreement shall be from April 1, 2011 to March 31, 2015.

In addition, the City shall have one option to extend the term, for a period of one year, by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.

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

2. **Term of the Agreement.** Subject to Section 1, the term of this agreement shall be from April 1, 2011 to March 31, 2016.

2b. **Section 5.** Section 5, Compensation of the Agreement currently reads as follows:

5. **Compensation.** Compensation shall be made in monthly payments on or before the fifteenth day of each month for work, as set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred Fifty Seven Thousand Dollars (\$157,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Sheriff's Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

5. **Compensation.** Compensation shall be made in monthly payments on or before the fifteenth day of each month for work, as set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Two Hundred Twenty Five Thousand Dollars (\$225,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the

Sheriff's Department as being in accordance with this Agreement.

City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**2c. Insurance.** Section 15 is hereby replaced in its entirety to read as follows:

**15. Insurance.**

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

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

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

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

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

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

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any 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.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are

satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**2d. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section.** Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

**32. 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](http://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's, 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.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after April 1, 2015.

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


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

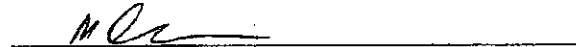
**CITY**

**CONTRACTOR**

Recommended by:

**TRANSMETRO, INC.**

  
\_\_\_\_\_  
**Ross Mirkarimi**  
**SHERIFF**  
**San Francisco Sheriff's Department**

  
\_\_\_\_\_  
**Mary Omar**  
**Chief Executive Officer**  
**3931 Alemany Blvd., Suite #2002-221**  
**San Francisco, CA 94132**

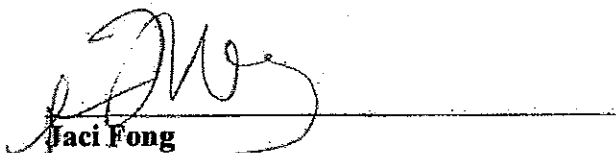
City vendor number: 82454

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
**Jana Clark**  
Deputy City Attorney

Approved:

  
\_\_\_\_\_  
**Jaci Fong**  
Director of the Office of Contract  
Administration, and Purchaser

**Civil Service: 30933 - 13/14 - MODIFICATIONS -- 10/15/2014**

Posted October 28, 2014 - 12:47 by [suzanne.chen](#)

**PSC Number (initial or modification):** 30933 - 13/14 - MODIFICATIONS

**Modification Request Date and Number:** Mod #2-10/15/14

**Postponed:** no

**Continued:** no

**Commission Hearing Date:** November 17, 2014

**Action Taken:** Approved by Civil Service Commission

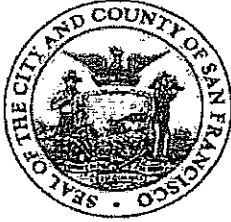
**Commission Action Date:** November 17, 2014

**Service Type:** Shuttle bus service from SF to San Bruno Jail on wknds and holidays

**Department:** SHERIFF -- SHF

This is a modification. No date stamp available

Printer-friendly version



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

Sent via Electronic Mail

June 20, 2014

SCOTT R. HELDFOND  
PRESIDENT

E. DENNIS NORMANDY  
VICE PRESIDENT

DOUGLAS S. CHAN  
COMMISSIONER

KATE FAVETTI  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBER 30933-13/14  
FROM THE SHERIFF'S DEPARTMENT.**

At its meeting of June 16, 2014 the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report and approved the request for proposed Personal Services Contract #30933-13/14. This shall serve to provide notice to the Office of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

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

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

Attachment

Cc: Bree Mawhorter, Sheriff's Department  
Henry Gong, Sheriff's Department  
Joe Abad, Transport Workers Union, Local 200  
Eric Williams, Transport Workers Union, Local 250-A  
Ben Rosenfield, Controller's Office  
Jaci Fong, Contract Administration  
Commission File  
Chron



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF Dept. Code: SHF

Type of Request:  Initial  Modification of an existing PSC (PSC # 30933 - 13/14)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Shuttle bus service from SF to San Bruno Jail on wknds and holidays

Funding Source: General Fund

PSC Original Approved Amount: \$65,000 PSC Original Approved Duration: 04/01/14 - 03/31/15 (52 weeks) >

PSC Mod#1 Amount: \$70,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \_\_\_\_\_ PSC Mod#2 Duration: \_\_\_\_\_

PSC Cumulative Amount Proposed: \$135,000 PSC Cumulative Duration Proposed: 52 weeks

**1. Description of Work**

**A. Scope of Work:**

Operate a shuttle service from Civic Center BART station and Balboa Park BART station to San Bruno Jail. The shuttle service operates on weekends and all major holidays from 7:00am - 2:30pm.

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

The shuttle service will provide direct transportation to inmate's friends and family to the San Bruno Jail, where a vast majority of current shuttle riders would otherwise have multiple transfers, thus discouraging visitation. Increase visitation promotes improved inmate behavior at San Bruno Jail.

**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.**

PSC 30933-13/14 was approved by DHR on 3/18/14.

**D. Will the contract(s) be renewed? Exercising contract option to extend 1 year.**

**2. Union Notification:** On 06/02/14, the Department notified the following employee organizations of this PSC/RFP request: Transport Workers Union, L 200; TWU - Miscellaneous; TWU - Automotive Service Worker;

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30933 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

The contractor must be certified by the State of California as a transportation provider. In addition, the bus operator must have a Class B driver license to operate the 15-28 passenger Compressed Natural Gas vehicles. The contractor must affirm that the buses comply with the California Air Resource Board's emissions regulations.

B. Which, if any, civil service class(es) normally perform(s) this work?  
9163,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
Contractor will provide Hybrid or Compressed Natural Gas vehicle with a capacity of 15-28 passengers.

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

A. Explain why civil service classes are not applicable:

Federal Transit Administration's (FTA) Charter Bus Service Rule, which implements 49 U.S.C. 5323(d), protects private charter operators from unauthorized competition from FTA grant recipients. Under #49 Code of Federal Regulations, Section 604.9(a) states as follows: If a recipient desires to provide a charter service using FTA equipment or facilities, the recipient must first determine if there are any private charter operators willing and able to provide the charter which the recipient desires to provide.

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

It would not be practical to adopt a new civil service class to perform charter bus service due to Federal Transit Administration's Charter Bus Service Rule, which implements 49 U.S.C. 5323(d), protects private charter operators from unauthorized competition from Federal Transit Administration grant recipient

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Exercise 1 year option on current contract with Transmetro.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

ON \_\_\_\_\_ BY:

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

Address: 1 Dr. Carlton Goodlett Place San Francisco, CA 94103

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

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Seismic Retrofit Services For SFGHFunding Source: Public Health Bond FundingPSC Amount: \$1,500,000PSC Est. Start Date: 12/07/2015PSC Est. End Date: 12/06/2019**1. Description of Work**

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

Develop construction documents, including plans and specifications, for the seismic rehabilitation of San Francisco General Hospital Building 5 (Former Main Hospital and M-Wing) to enhance seismic performance and to satisfy the UC Seismic Safety Policy standards for leased buildings to be occupied by UC employees. This will be procured as a Sole Source contract to be awarded to SOHA Engineers.

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

In order to meet this deadline, we estimate that the design must be completed by May 2016. Failure to complete the project in due time would result in significant loss of revenue from the leasing of Building 5 to the University of California. Since SOHA has already performed significant seismic studies and given the short duration for design, we recommend that they be retained to complete the construction documents.

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.

SFGH Service Building structural and non-structural seismic upgrade projects and Laguna Honda Remodel seismic upgrade projects were done using third party consultant services due to the specialized nature of the work involved.

D. Will the contract(s) be renewed?

No.

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

N/A

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

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

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

B. Explain the qualifying circumstances:

The schedule for analyzing, designing, permitting, and constructing the retrofit of Building 5 has been accelerated to meet timelines required by the University of California. Failure to complete the project in due time would result in significant loss of revenue from the leasing of Building 5 to the University of California. The timing of the project completion is contingent upon maintaining continuous UC staffing operations in adjacent buildings, which are also slated for seismic retrofit.

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

- A. Specify required skills and/or expertise: Structural engineering analysis and design, familiarity with building code for new and existing buildings, experience with non-linear analysis and performance-based design principles. Experience with OSHPD permitting and plan check processes.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5241, Engineer;
- 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 have looked at available resources and projected demands within the San Francisco Public Works - Structural Engineering Section based on current and future staffing levels and have determined that we do not have the availability and resources to complete construction documents within the anticipated time frame.

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

- A. Explain why civil service classes are not applicable.  
Civil Service Classes are available, however, due to the accelerated schedule for completion of the project, it is not practical to perform in-house. Additionally, the consultant has institutional knowledge on the project based on prior work performed which would not be recovered if the project is kept in-house.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, due to the specialized nature of this type of design service.

**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 required since consultant services are required due to shortage of staffing to complete 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.  
No.

7. **Union Notification:** On 12/07/2015, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, 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: Stacey Camillo Phone: 415-554-4886 Email: stacey.camillo@sfdpw.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44102 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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

**Choi, Suzanne (HRD)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of sung.kim@sfdpw.org  
**Sent:** Monday, December 07, 2015 5:03 PM  
**To:** Kim, Sung (DPW); richardisen@gmail.com; L21PSCReview@ifpte21.org; Tsang, Tiffany (DPW); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44102 - 15/16

RECEIPT for Union Notification for PSC 44102 - 15/16 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 44102 - 15/16 for \$1,500,000 for Initial Request services for the period 12/07/2015 – 12/06/2019. 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/6147> 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: AIRPORT COMMISSION -- AIRDept. Code: AIRType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As Needed Airport Planning Professional ServicesFunding Source: Air Op, Capital, Federal FundsPSC Amount: \$16,000,000PSC Est. Start Date: 01/04/2016PSC Est. End Date: 01/31/2022**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Planning of airport facilities and resources to serve the core aviation business of San Francisco International Airport (SFO). Scopes of projects range from project-specific planning to integrated facilities master planning and report output, including, but not limited to: (1) forecasting future aviation activity and passenger levels, (2) developing common use standards for airport facilities and systems, (3) recommending facility improvements to enhance level of service and asset utilization, (4) updating the Airport Layout Plan, land use plans, and production of the long term Airport Development Plan and related documents, (5) planning support for airfield development projects, (6) airfield and airspace simulation modeling of NextGen and other advanced navigation technologies, (7) terminal and roadway simulation modeling in support of terminal and ground access planning projects, and (8) technical noise analysis in support of broader land use planning.

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

Complex aviation planning tasks requiring highly specific expertise are needed intermittently by the Airport and are outside the scope of continuous airport planning and staff capabilities. The needed reports must be generated by contractors in order to provide assurance to the agencies requiring the reports: the Federal Aviation Administration, bond rating agencies, the San Mateo County Office of Emergency Services (Sheriff's Office), etc. Denial will result in delays in the implementation of critical airport infrastructure projects, and a loss in revenue and airport market share in the Bay Area.

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

These services have been provided through on-call services contracts, most recently under PSC # 4084-05/06.

**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 six year duration is needed since all of the 5 year contracts will not start at the same time so the additional year is to address the delayed start on some of the contracts.

**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:**

These projects are for as-needed work needed on an infrequent basis.



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

- A. Specify required skills and/or expertise: Expertise in producing runway safety plans, modeling airside simulations for aircraft movement, forecasting future aviation levels, developing common use standard and airport land use documents, creating planning documents and a definition manual for development of critical airport infrastructure projects, and creating and analyzing demand management and capacity studies. Additionally, the ability to develop tools that model and analyze level of service provided by Airport facilities and make recommendations to enhance level of service related to anticipated aviation needs is desired.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5278, Planner 2; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review;
- 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?**

At this time, these services are not available within the City.

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

- A. Explain why civil service classes are not applicable.  
The reports and plans need to be provided by outside experts in order to provide assurance to regulatory agencies. Also, the work needed is specialized, is only needed on a project-specific basis, and requires different kinds of expertise for each project as mentioned above.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Each team requires different backgrounds and expertise. As the work is accomplished, new teams will be created to address other specialized 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.  
There will be no training included in this PSC.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 11/04/2015, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21, Professional & Tech Engrs, Local 21,

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42498 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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

## Cynthia Avakian (AIR)

---

**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flyso.com  
**Sent:** Wednesday, November 04, 2015 7:14 PM  
**To:** Cynthia Avakian (AIR); L21PSCReview@ifpte21.org; Cynthia Avakian (AIR); Isen, Richard (TIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42498 - 15/16

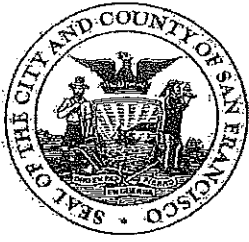
RECEIPT for Union Notification for PSC 42498 - 15/16 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 42498 - 15/16 for \$16,000,000 for Initial Request services for the period 02/01/2016 – 01/31/2022. 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/6040> 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

EDWIN M. LEE  
MAYOR

June 3, 2013

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT:** REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4115-12/13 THROUGH 4126-12/13; 4084-05/06; 4038-12/13; AND 3104-11/12.

At its meeting of May 20, 2013 the Civil Service Commission had for its consideration the above matter.


The Commission:

- 1) Continued PSC 4120-12/13 to the next meeting of June 3, 2013; clarify and amend the duration; previous PSC 4056-06/07 was approved by the Civil Service Commission through 2010; include an explanation and documentation on how the contract was renewed from 2010-2013 through an annual purchase order.
- 2) Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

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

  
JENNIFER JOHNSTON  
Executive Officer

Attachment

Cc: Cynthia Avakian, Airport Commission  
Jeanne Buick, Department of Human Resources  
Micki Callahan, Human Resources Director  
Leorah Dang, Department of Human Resources  
Gordon Choy, Department of Public Works  
Lily Conover, Controller's Office  
Jacquie Hale, Department of Public Health  
Karen Henderson, Mayor's Office of Housing  
William Lee, Department of Emergency Management  
Donna Marion, San Francisco Public Library  
Merrick Pascual, Mayor's Office of Economic & Workforce Dev.  
Shawn Wallace, San Francisco Police Department  
Pan-Wa Wong, San Francisco Health Service Systems  
Commission File  
Chron

POSTING FC  
05/20/2013

PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date	End Date
4084-05/06	27	Airport Commission	Regular	\$2,500,000	\$11,525,000	Planning of airport facilities and resources to serve the core aviation business of the Airport. Scope of projects range from project-specific planning to integrated facilities master planning, including (1) forecasting future aviation activity levels, (2) developing common use standards for airport facilities and systems, (3) recommending facility improvements to enhance level of service and asset utilization, (4) updating airport layout plan, land use plan, and other planning documents, (5) planning support for airfield development projects, (6) airfield and airspace simulation modeling of NextGen and other advanced navigation technologies, (7) terminal and roadway simulation modeling in support of terminal and ground access planning projects, and (8) technical noise analysis in support of broader land use planning initiatives.	3/1/2006	6/30/2018
4038-12/13	38	Police	Regular	\$0	\$655,000	This service is necessary to expand the current system an additional six square miles. This will allow the Police Department to detect and locate gunshots in almost real time in a larger area of the City. This will allow for a quick response time and a reduction in crime. The purchase also includes a 32 month warranty period upon acceptance of the system.	11/1/2012	2/28/2018
3104-11/12	66	Health Service System	Regular	\$160,000	\$200,000	One-hour exercise and stress management sessions provided during lunch hours at City Hall, Airport and various other City offices. Sessions are provided by multiple contractors and are designed to promote health and well-being. Some of the sessions include Yoga stretch, zumba, QiGong, and this year the additional offering of a University of California of San Francisco (UCSF)-led stress management class taught by UCSF faculty members. Classes are practiced in a group setting which enhances energy level and has a positive effect on individual's well-being. Sessions are designed to inform and educate people while physical classes relax muscles tensions, increase range of movement, improve circulation and center one emotionally.	7/1/2012	6/30/2016
Sum of Modified Amounts:				\$2,660,000				

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

Department: ENVIRONMENT -- ENVDept. Code: ENVType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Zero Waste Technical ConsultingFunding Source: Solid Waste Impound AccountPSC Duration: 6 years 17 weeksPSC Amount: \$3,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will prepare and conduct periodic as needed solid waste disposal, diversion and litter studies, audits, characterizations, analyses, rate calculations, reports, documentation, submittals, focus groups, user surveys, and other related tasks. Contractor will also conduct specialized as needed technical assistance for waste generators to develop and implement customized waste reduction, reuse, recycling and composting programs to meet the City's increasingly challenging zero waste goals. Technical assistance will include on-site waste audits and assessment, hands-on manager and staff/tenant multi-lingual training, logistics set-up and implementation assistance, follow-up monitoring, trouble-shooting, data collection and evaluation. This assistance will be provided as needed, potentially around the clock, and requiring teams of multiple individuals working in different languages at the same time.

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

This service is necessary because the Department of the Environment is charged with the responsibility to develop and implement programs to protect the health and safety of City residents, visitors, City workers, and the environment, including meeting a Board of Supervisor and Mayor adopted goal of zero waste by 2020. It is critical that these programs be based on the most up-to-date science and other information in order to ensure credibility with target audiences. See Addendum No. 1.

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

These services were provided under PSC 4015-10/11, approved 7/19/10 and 2/20/14.

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

Possibly, if the program still needs 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.**

The Department expects that the need for waste disposal analysis and characterization; for assistance to SF businesses in waste reduction programs; and the production of reports and documentation on San Francisco waste programs will continue into the foreseeable future. It is critical that the Department have current, up-to-date technical assistance available to ensure the use of effective methodologies and informed decision making in operating the programs that allow San Francisco to attain and maintain the goal of zero waste.

**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**



- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).
- 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:

Requires broad technical expertise for periodic, intermittent reporting and analysis; requires a multi-disciplinary, multi-lingual team for short term program implementation; requires database and disposal characterization equipment; and will collect private sector data and report to the Department while maintaining confidentiality for the businesses involved.

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

- A. Specify required skills and/or expertise: Contractor must have experience in waste auditing and sampling, statistical, disposal and litter characterization, diversion quantification, analytical, AB 939 reporting and related solid waste skills/expertise. Must also have experience in analyzing demographic and marketing data in order to improve performance of specific program offerings. See Addendum No. 1.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5638, Environmental Assistant; 5640, Environmental Spec; 5642, Sr. Environmental Spec;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. They will provide some equipment and databases needed for characterization of disposal and litter, See Addendum No. 1.

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

Staff in the Environmental Specialist class in the Recycling specialty area may have the knowledge or expertise to perform some of the aspects of this work. The Department seeks to utilize existing staff in the above classes to their fullest ability to perform waste diversion assistance, but it is impractical to hire and train enough staff to meet all the expertise demands presented by multiple generator sectors and specialties on a periodic basis and of the specialized periodic studies required.

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

- A. Explain why civil service classes are not applicable.  
No Civil Service position exists or possesses the breadth of expertise or skills to perform these duties. Due to the broad range of activities and complexities of the work to be performed under this contract, contractors must assemble a multi-disciplinary team to provide the necessary technical expertise for short and intensive periods of time. See Addendum No. 1.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, because of the broad nature of the skills needed to perform this work. In addition, new products, and procedures of concern to the environment are continually being discovered, so a flexible team of consultants is imperative to supply the City with the latest information in each new subject area. See Addendum No. 1.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
The services provided are used intermittently See Addendum No. 1.
- 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 12/07/2015, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21, Professional & Tech Engrs, Local 21,

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

Name: Rachel Buerkle Phone: 415-355-3704 Email: Rachel.Buerkle@sfgov.org

Address: Dept. of the Environment, 1455 Market St, #1200 San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43243 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of Rachel.Buerkle@sfgov.org

**Sent: Monday, December 07, 2015 3:59 PM**

To: Buerkle, Rachel (ENV) <rachel.buerkle@sfgov.org>; L21PSCReview@ifpte21.org; Buerkle, Rachel (ENV) <rachel.buerkle@sfgov.org>; Isen, Richard (TIS) <richard.isen@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

Subject: Receipt of Notice for new PCS over \$100K PSC # 43243 - 15/16

RECEIPT for Union Notification for PSC 43243 - 15/16 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 43243 - 15/16 for \$3,000,000 for Initial Request services for the period 07/01/2016 -- 10/31/2022. 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/6146> 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)**

Department of the Environment

**Zero Waste Technical Consulting - Addendum**

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

These services are also necessary to document achievement of the State's 50% landfill diversion mandate, the City's goal of zero waste by 2020 and other goals, and to plan programs to reach these goals. Not meeting the State mandate carries fines of \$10,000 per day.

The breadth and depth of knowledge necessary to provide this service requires a contractor who can access resources and information as quickly as possible to provide effective assistance for the City. Due to the multi-disciplinary activities and complexities of the work to be performed under this contract, the contractor must be able to assemble a multi-disciplinary team of experts to provide the necessary technical assistance. Denying this contract would leave the City exposed to accusations of uninformed or ill-advised decision making and to potentially ineffective methodologies for reducing risk to human health and the environment and meeting state mandates and inability to achieve the city's zero waste goal.

**Q. 3A. Specify required skills and/or expertise:**

Must have experience in the municipal, residential, and commercial sectors and have expertise and experience in stakeholder involvement and training for the staff/tenant/janitorial staff of private sector businesses. Experience and expertise in providing customized technical assistance of on-site waste audits and assessment, hands-on multi-lingual training, logistics set-up and implementation assistance, monitoring, trouble-shooting, data collection and analysis for implementing waste reduction, reuse, recycling and composting programs in targeted generator sectors on a team provider basis. Must have experience in providing assistance and training in multiple languages, at multiple locations, at all hours simultaneously as periodically needed requiring a team on call.

**Q. 3B -1 What efforts has the department made to obtain these services through available resources within the City?**

Staff in the Environmental Specialist class in the Recycling specialty area may have the knowledge or expertise to perform some of the aspects of this work. The Department seeks to utilize existing staff in the above classes to their fullest ability to perform waste diversion assistance, but it is impractical to hire and train enough staff to meet all the expertise demands presented by multiple generator sectors and specialties on a periodic basis and of the specialized periodic studies required.

**Q.5 A. Explain why civil service classes are not applicable:**

The contractor must provide a unique combination of experience, skills and expertise with specific San Francisco business types, to work at numerous locations simultaneously at all hours to meet the demands of program implementation. Some of this work is very technical, short term, conducted at odd hours with specialized expertise, skills and equipment that civil service classes lacks. Contractors are also able to collect necessary sensitive data from the private sector (that the latter consider confidential and will not give directly to City employees) and provide it to the City in a usable form while maintaining confidentiality. As the needs of programs change so too will the expertise needed in the contract team.

**Q. 5B. Would it be practical to adopt a new civil service class to perform this work? Explain.**

A class could not be created, hired, trained and equipped to start this work when needed. The work sometimes has to happen at all hours of the day, every day of the week, yet is not full time and is periodic in nature. Civil service classes cannot maintain the required private sector confidentiality.

**Q. 6B Will the contractor train City and County Employees?**

**If no training, please explain:**

The services provided are used intermittently and are highly specialized. It would not be productive for City employees to develop and maintain the degree of expertise required for only occasional use.



**CIVIL SERVICE COMMISSION**  
**CITY AND COUNTY OF SAN FRANCISCO**

GAVIN NEWSOM  
MAYOR

July 23, 2010

**NOTICE OF CIVIL SERVICE COMMISSION ACTION**

E. DENNIS NORMANDY  
PRESIDENT

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4000-10/11 THROUGH 4015-10/11; 4010-08/09; 4030-05/06; 4122-07/08; 4087-06/07; 4163-06/07 AND 4138-06/07.**

DONALD A. CASPER  
VICE PRESIDENT

At its meeting of July 19, 2010 the Civil Service Commission had for its consideration the above matter.

MORGAN R. GORRONO  
COMMISSIONER

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

MARY Y. JUNG  
COMMISSIONER

It was the decision of the Commission to:

ANITA SANCHEZ  
EXECUTIVE OFFICER

- (1) Adopt the report; Approve request for PSC #4003-10/11 on the condition that one year from July 19, 2010, the Department of Public Health apprise the Commission of efforts made to have, as much as possible the proposed work to be contracted out be performed by civil service classifications, principally 1402 Junior Clerks. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for PSC #4005-10/11. Notify the Office of the Controller and the Office of Contract Administration.
- (3) Adopt the report; Approve request for PSC #4010-10/11 as amended to modify the contract amount from \$600,000 to \$500,000 and the duration from 06/30/14 to 06/30/15. Notify the Office of the Controller and the Office of Contract Administration.
- (4) Adopt the report; Approve request for PSC #4010-08/09. Notify the Office of the Controller and the Office of Contract Administration.
- (5) Adopt the report; Approve request for all remaining proposed personal contracts. Notify the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

**Attachment**

- c: Cynthia Avakian, Airport Commission  
Parveen Boparai, Municipal Transportation Agency  
Rachel Buerkle, Department of the Environment  
Jesusa Bushong, San Francisco Fire Department  
Micki Callahan, Human Resources Director  
Gordon Choy, Department of Public Works  
Kendall Gary, Department of Technology  
Jacquie Hale, Department of Public Health  
Shamica Jackson, Public Utilities Commission  
Florence Kyaun, Public Utilities Commission  
Brent Lewis, Department of Human Resources  
Joan Lubamersky, General Services Agency  
Commission File  
Chron



POSTING R

7/19/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4015-10/11	22	Environment	Regular	\$1,500,000	To conduct specialized technical assistance for City departments, multi-family buildings, businesses and institutions to develop and implement customized waste reduction, reuse, recycling and composting programs to meet the City's waste diversion goals. Technical assistance will include on-site waste audits and assessment, hands-on manager and staff/tenant multi-lingual training, logistics set-up and implementation assistance, follow-up monitoring, trouble-shooting, data collection and evaluation.	6/30/2014

Total Amount - Regular: \$14,561,167

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT Dept. Code: ENV

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4015 10/11)

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

Type of Service: Waste Diversion Technical Assistance

Funding Source: Dept. Funds, Impound Account

PSC Original Approved Amount: \$1,500,000

PSC Original Approved Duration: 07/01/10 - 06/30/14 (4 years)

PSC Mod#1 Amount: \$700,000

PSC Mod#1 Duration: 07/01/14-06/28/16 (1 year 52 weeks)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$2,200,000

PSC Cumulative Duration Proposed: 5 years 52 weeks

1. Description of Work

A. Scope of Work:

See attached document.

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

See attached document.

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

Yes. Under Initial PSC 4015-10/11

D. Will the contract(s) be renewed? Possibly, if the program still needs the service.

2. Union Notification: On 02/13/14, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4015 10/11

Civil Service Commission Action:

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/20/2014

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

A. Specify required skills and/or expertise:

Experience and expertise in providing customized technical assistance of on-site waste audits and assessment, hands-on multi-lingual training, logistics set-up and implementation assistance, monitoring, trouble-shooting, data collection and analysis for implementing waste reduction, reuse, recycling and composting programs in targeted generator sectors on a team provider basis.

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

5642,5640,

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:

Some environmental Specialists in the Recycling specialty area may have the knowledge to perform a few aspects of this work. But the work requires a multiple member team with a unique combination of experience, skills and SF business type specific expertise to work at numerous locations simultaneously at all types of hours and days to meet the demands of program implementation.

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

It would not be practical to adopt a new civil service class since the work needs to be accomplished at an intensive and varying level, at multiple locations simultaneously, up to hundreds of hours a month, for a limited period of time to get new on-site waste diversion programs started.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/13/14 BY:

Name: Rachel Buerkle Phone: 415-355-3704 Email: Rachel.Buerkle@sfgov.org

Address: 1455 Market St., #1200 San Francisco, CA 94103

**Modification**  
**Personal Services Contracts**

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

Department: POLICEDept. Code: POLType of Request:  Initial  Modification of an existing PSC (PSC # 4090 - 11/12)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Equine Veterinary CareFunding Source: General FundPSC Original Approved Amount: \$140,000 PSC Original Approved Duration: 07/01/12 - 06/30/16 (4 years)PSC Mod#1 Amount: \$100,000 PSC Mod#1 Duration: 07/01/16-06/30/19 (3 years)PSC Cumulative Amount Proposed: \$240,000 PSC Cumulative Duration Proposed: 7 years**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The veterinarian (vet) will provide routine and emergency medical care for up to twenty horses assigned to the San Francisco Police Department (SFPD) Mounted Unit. This service averages fifteen visits per year. The veterinarian will also perform pre-purchase horse examinations.

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

This service is necessary to treat and maintain the health of the SFPD Mounted Unit horses so that they can provide services to the citizens of San Francisco. If the horses do not receive routine or emergency care, they may become sick or lame. As a result, the Mounted Unit will not be able to perform their duties. Additional expenses will be incurred to replace the unserviceable horses.

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

Services have been provided in the past through earlier PSC request. See 4090 - 11/12

**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:**

See attachment

**2. Reason(s) for the Request****A. Display all that apply**

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

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

Explain the qualifying circumstances:

Equine veterinarian services are required on an as-needed basis. The City does not have infrastructure to provide as-needed medical treatment for horses.

B. Reason for the request for modification:

Extend contract for three years and add \$140,000 to contract value.

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

A. Specify required skills and/or expertise: Licensed Equine Veterinarian Doctor

B. Which, if any, civil service class(es) normally perform(s) this work? 2292, Shelter Veterinarian;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will need to have specialized medical equipment and facilities for diagnosis, treatment and extended care for horses.

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

No services are available. The 2292 Shelter Veterinarian at Animal Care and Control does not provide medical treatment for horses.

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

A. Explain why civil service classes are not applicable.

Service is required only as-needed and class 2292 Shelter Veterinarian does not provide medical treatment for horses.

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

**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.

Basic equine first aid and vet procedures for Officers & Stable Attendants.

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.  
This is a contract extension.

7. **Union Notification:** On 10/21/15, the Department notified the following employee organizations of this PSC/RFP request:

Physicians and Dentists - 8CC; Physicians and Dentists - 8CC;

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

Name: 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# 4090 - 11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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



Reply all | Delete Junk |

## Receipt of Modification Request to PSC # 4090 - 11/12 - MODIFICATIONS

DH dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgo

Reply all |

To: Wong, Genie (POL);  jduritz@uapd.com; Wong, Genie (POL)

Wed 10/21/2015 11:00 AM

Inbox

You replied on 10/21/2015 11:02 AM.

PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services

Contract (PSC) for \$100,000 for services for the period July 1, 2016 – June 30, 2019. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/5964>

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

# **Additional Attachment(s)**



**EDWIN M. LEE**  
MAYOR

CITY AND COUNTY OF SAN FRANCISCO  
**POLICE DEPARTMENT**  
HEADQUARTERS  
1245 3<sup>rd</sup> Street  
San Francisco, California 94158



**GREGORY P. SUHR**  
CHIEF OF POLICE

To: Suzanne Choi  
Citywide Personal Services Contract Coordinator  
Department of Human Resources

From: Jennifer Dudoroff  
Sergeant, Mounted Unit  
Police Department

Date: September 11, 2015

RE: PSC 4090-11/12 Modification for More Than Five Years

S.F.P.D.  
ACCOUNTING OFFICE  
2015 SEP 21 PM 1:54

The San Francisco Police Department (SFPD) requests a Personal Services Contract (PSC) modification for three years from July 1, 2016-June 30, 2019 and \$100,000 for equine veterinary care. The current PSC is approved from July 1, 2012 through June 30, 2016 for \$140,000. The PSC cumulative duration proposed is seven years for a total of \$240,000.

The original term of the contract is from July 1, 2012-June 30, 2016 for \$140,000, with two options to extend for three years each. The SFPD wishes to exercise its first option to continue contracting for three more years from July 1, 2016-June 30, 2019 and add \$100,000.

The incumbent vendor, Artaurus Veterinary Clinic, works with the SFPD Mounted Unit to provide equine veterinary care services for upto twenty horses. Discontinued routine and emergency service could lead to poor health or death of the horses.

Please contact Genie Wong, SFPD PSC Coordinator, at (415) 837-7208 if you have questions.



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

E. DENNIS NORMANDY  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

SCOTT R. HELDFOND  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

February 10, 2012

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBER 4077-11/12 THROUGH 4092-11/12; 4000-09/10 AND 4098-07/08.**

At its meeting of February 6, 2012 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. Please share it with everyone responsible for follow-up.*

The Commission adopted the following:

- (1) Adopted the report; Approved the request for PSC #4085-11/12 as amended which is to be submitted to the Executive Officer and the Human Resources Director. Notified the Office of the Controller and the Office of Contract Administration.
- (2) Adopted the report; Approved the request for PSC #4087-11/12 as amended; change duration to five (5) years and silent on the matter of options. Notified the Office of the Controller and the Office of Contract Administration.
- (3) Adopted the report; Approved the request for PSC #4088-11/12 as amended for a duration of five (5) years. Notified the Office of the Controller and the Office of Contract Administration.
- (4) Adopted the report; Approved the request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

*Anita Sanchez*  
ANITA SANCHEZ  
Executive Officer

Attachment

POSTING FOR  
2/6/2012

PROPOSED PERSONAL SERVICES CONTRACTS  
Regular, Continuing, Annual

FSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Start Date - End Date
4090-11/12	38	Police	Regular	\$140,000	The Veterinarian will provide routine and emergency medical care for up to twenty horses assigned to the SFPD Mounted Unit. The service average fifteen visits per year. The Veterinarian will also perform pre purchase horse examinations.	7/1/2012 - 6/30/2016
4091-11/12	38	Police	Regular	\$140,000	Shoeing and trimming the hooves of each police horse, once every six weeks, for a herd of up to twenty police horses. Contractor must also be able to advise on any possible horses that may be fit for possible purchase by the SFPD. Contractor will be available for emergency calls to replace thrown shoes, and to consult with the veterinarian regarding special or corrective needs.	7/1/2012 - 6/30/2016
4092-11/12	40	Public Utilities Commission	Regular	\$9,000,000	The scope of work is to augment, assist and support Bureau Controls & Support Bureau (PCSB0 staff in the administration, improvement and programming of PCSB's Primavera-based Program Control System to integrate it with various other databases, and generate reports and update capital program and project data. (This is not to provide scheduling and cost estimating services.)	

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

Department: POLICEDept. Code: POLType of Request:  Initial  Modification of an existing PSC (PSC # 4091 - 11/12)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Horseshoeing for Police HorsesFunding Source: General FundPSC Original Approved Amount: \$140,000PSC Original Approved Duration: 07/01/12 - 06/30/16 (4 years)PSC Mod#1 Amount: \$100,000PSC Mod#1 Duration: 07/01/16-06/30/19 (3 years)PSC Cumulative Amount Proposed: \$240,000PSC Cumulative Duration Proposed: 7 years**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Horses must have properly maintained hooves in order to be ridden. Contractor will shoe and trim the hooves of each of the twenty San Francisco Police Department (SFPD) horses approximately once every six weeks. Contractor must be available for emergency calls to replace thrown shoes, and to provide consultation regarding special or corrective needs.

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

This service is necessary to ensure that the hooves are in good condition for riding. If horses are not shod, they cannot be ridden, and the Mounted Unit would be unable to perform police duties for the citizens of San Francisco. Consequences of denial would mean that the horses would become lame, and require medical care or euthanasia.

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

yes

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

Unknown

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

Explain the qualifying circumstances:

Contractor work is limited and as-needed. City does not have staffing and infrastructure to support the work.

B. Reason for the request for modification:

The contract will be extended for three years and contract amount will be increased by \$100,000.

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

- A. Specify required skills and/or expertise: Contractor must be skilled in shoeing and trimming horse hooves and applying anti-slip alloy and borium on horseshoes.
- B. Which, if any, civil service class(es) normally perform(s) this work? 3310, Stable Attendant;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractor will have specialized horseshoeing tools and furnace.

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

None. The 3310 Stable Attendant cares for the horses, but does not have training, expertise, tools and equipment to perform the contracted work.

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

- A. Explain why civil service classes are not applicable.  
The City does not have the specialized horseshoeing tools and furnace 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. The amount of work varies and is limited.

**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.  
City does not have infrastructure for contractor to provide training.
- C. Are there legal mandates requiring the use of contractual services?  
No.

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

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

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

7. **Union Notification:** On 10/19/15, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; SEIU 1021 Miscellaneous; 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# 4091 - 11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016



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

Reply all | Delete Junk |

## Receipt of Modification Request to PSC # 4091 - 11/12 - MODIFICATIONS

DH dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgo

Reply all |

To: Wong, Genie (POL);  Sandeep.lal@seiu1021.me;  Leah.Berlan...

Mon 10/19/2015 10:42 AM

PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$100,000 for services for the period July 1, 2016 – June 30, 2019. For all Modification requests, there is a 7-Day notice 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/5953>

Email sent to the following addresses: Larry.Bradshaw@seiu1021.org  
tiya.thlang@seiu1021.org jtanner940@aol.com david.canham@seiu1021.org  
Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org  
davidmkersten@gmail.com ted.zarzecki@seiu1021.net joe.brenner@seiu1021.org  
pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org Carey.dall@seiu1021.org  
pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sfgwater.org  
Ricardo.lopez@sfgov.org  
leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me

## **Additional Attachment(s)**



**EDWIN M. LEE**  
MAYOR

CITY AND COUNTY OF SAN FRANCISCO  
**POLICE DEPARTMENT**  
HEADQUARTERS  
1245 3<sup>RD</sup> Street  
San Francisco, California 94158



**GREGORY P. SUHR**  
CHIEF OF POLICE

To: Suzanne Choi  
Citywide Personal Services Contract Coordinator  
Department of Human Resources

From: Jennifer <sup>PS 160</sup> Dudoroff  
Sergeant, Mounted Unit  
Police Department

Date: September 11, 2015

RE: PSC 4091-11/12 Modification for More Than Five Years

2015 SEP 21 PM 1:53  
S.F.P.D.  
ACCOUNTING OFFICE

The San Francisco Police Department (SFPD) requests a Personal Services Contract (PSC) modification for three years from July 1, 2016-June 30, 2019 and \$100,000 for horseshoeing services. The current PSC is approved from July 1, 2012 through June 30, 2016 for \$140,000. The PSC cumulative duration proposed is seven years for a total of \$240,000.

The original term of the contract was from July 1, 2012-June 30, 2016 for \$140,000, with two options to extend for three years each. The SFPD wishes to exercise its first option to continue contracting for three more years from July 1, 2016-June 30, 2019 and add \$100,000.

The incumbent vendor, Ray Sagaria Horseshoeing, shoes and trims the hooves of upto twenty horses in the SFPD Mounted Unit. If this service was discontinued, horses cannot be ridden and the Mounted Unit would not be able to operate.

Please contact Genie Wong, SFPD PSC Coordinator, at (415) 837-7208 if you have questions.



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

February 10, 2012

E. DENNIS NORMANDY  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

SCOTT R. HELDFOND  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBER 4077-11/12  
THROUGH 4092-11/12; 4000-09/10 AND 4098-07/08.

At its meeting of February 6, 2012 the Civil Service Commission had for its consideration the above matter,

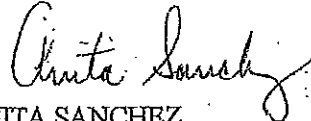
PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.*

The Commission adopted the following:

- (1) Adopted the report; Approved the request for PSC #4085-11/12 as amended which is to be submitted to the Executive Officer and the Human Resources Director. Notified the Office of the Controller and the Office of Contract Administration.
- (2) Adopted the report; Approved the request for PSC #4087-11/12 as amended; change duration to five (5) years and silent on the matter of options. Notified the Office of the Controller and the Office of Contract Administration.
- (3) Adopted the report; Approved the request for PSC #4088-11/12 as amended for a duration of five (5) years. Notified the Office of the Controller and the Office of Contract Administration.
- (4) Adopted the report; Approved the request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

  
ANITA SANCHEZ  
Executive Officer

Attachment

POSTING FOR

2/6/2012

PROPOSED PERSONAL SERVICES CONTRACTS

Regular, Continuing, Annual

PSC#	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Start Date	End Date
4083-11/12	77	Emergency Management	Regular	\$879,536	The contractor will assist Bay Area counties and cities in the development of a Regional Logistics Plan with an emphasis on the coordination of logistic operations and priorities for distribution of source resources between local, state and federal levels in a catastrophic event. The Regional Logistics Plan will be used to develop county and core city plan templates as well as applicable annexes to Regional Emergency Coordination Plan (RECP), to encompass all phases of logistic planning.	3/1/2012	7/30/2013
4084-11/12	33	Human Resources	Regular	\$260,000	The consultant will oversee the development and administration of promotional exams for the Fire Department ranks of H-20 Lieutenant and H-40 Battalion Chief, and defend those selection processes against legal challenge as necessary.	7/1/2012	6/30/2015
4085-11/12	12	Juvenile Court	Regular	\$95,000	The Ombudsman is responsible for resolving grievances submitted by detained youth at JPD detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/ guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.	4/1/2012	3/31/2014
4086-11/12	25	Mayor	Regular	\$400,000	The contractor will assist the Mayor's Office of Public Policy and Finance staff in making decisions in a variety of layout, content, design, and production issues related to the annual Mayor's Proposed Budget Book.	2/1/2012	6/30/2016
4087-11/12	35	Municipal Transportation Agency	Regular	\$5,400,000	The San Francisco Municipal Transportation Agency (SFMTA) requires medical cost containment services for workers' compensation claims administration. Services include medical bill review, adjustments per fee schedules, and utilization review using state of the art system software. Services must meet the State of California's electronic data interchange (EDI) requirements for data entry and reporting injuries and illnesses. All medical bill review staff must be certified as meeting the California Department of Insurance's qualifications for experience in this field.	7/1/2012	9/30/2022
4088-11/12	35	Municipal Transportation Agency	Regular	\$34,000,000	The San Francisco Municipal Transportation Agency (SFMTA) is self-insured for Workers' Compensation (Workers' Comp) and existing claims are currently adjusted by a third party administrator (TPA). The contractor will provide claims adjusting and consulting services for existing and new claims for Workers' Comp benefits filed by SFMTA employees. Services include: claims review and compensability determination; payment of statutory benefits, medical providers and ancillary claims services; vendor management for bill review; investigative services; coordination of claims defense with the City Attorney; management of benefit delivery system; and data collection and management.	1/1/2012	8/30/2022
4089-11/12	38	Police	Regular	\$100,000	Contractor will regularly inspect, maintain and perform all repairs on the Police Department's four evidence freezers. Three of the freezers are located at Building #606 Hunters Point Shipyard and one freezer is located at the Hall of Justice, 850 Bryant Street.	2/1/2012	1/31/2015

POSTING FOR  
2/6/2012

PROPOSED PERSONAL SERVICES CONTRACTS  
Regular, Continuing, Annual

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Start Date - End Date
4090-11/12	38	Police	Regular	\$140,000	The Veterinarian will provide routine and emergency medical care for up to twenty horses assigned to the SFPD Mounted Unit. The service average fifteen visits per year. The Veterinarian will also perform pre purchase horse examinations.	7/1/2012 - 6/30/2016
4091-11/12	38	Police	Regular	\$140,000	Shooting and trimming the hooves of each police horse, once every six weeks, for a herd of up to twenty police horses. Contractor must also be able to advise on any possible horses that may be fit for possible purchase by the SFPD. Contractor will be available for emergency calls to replace thrown shoes, and to consult with the veterinarian regarding special or corrective needs.	7/1/2012 - 6/30/2016
4092-11/12	40	Public Utilities Commission	Regular	\$9,000,000	The scope of work is to augment assist and support Program Controls & Support Bureau (PCSB) staff in the administration, improvement and programming of PCSB's Primavera-based Program Control System to integrate it with various other databases, and generate reports and update capital program and project data. (This is not to provide scheduling and cost estimating services.)	

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

Department: POLICEDept. Code: POLType of Request:  Initial  Modification of an existing PSC (PSC # 4127 - 08/09)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Hair Sample Drug TestingFunding Source: General FundPSC Original Approved Amount: \$200,000PSC Original Approved Duration: 07/01/09 - 06/30/13 (4 years)PSC Mod#1 Amount: \$200,000PSC Mod#1 Duration: 07/01/13-06/30/16 (3 years 1 day)PSC Mod#2 Amount: \$100,000PSC Mod#2 Duration: 07/01/16-06/30/19 (3 years)PSC Cumulative Amount Proposed: \$500,000PSC Cumulative Duration Proposed: 10 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Drug testing will be expanded to include screening for Adderall.

See attached document(s).

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

This service is necessary because it is important that applicants for safety sensitive positions be screened for substance abuse patterns. This type of drug testing can detect the use of drugs beyond the three-day window through urinalysis and blood testing. These applicants, if hired, would be making life and death decisions the City would be liable for.

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

Services have been provided in the past through earlier PSC request. See 4127 - 08/09

**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).



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

Explain the qualifying circumstances:

The services are required on an as-needed basis with specialized equipment.

B. Reason for the request for modification:

This modification is to extend contract, add funds and expand testing to include the drug, Adderall.

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

A. Specify required skills and/or expertise: The vendor must have the knowledge, experience and training to conduct hair sample drug analysis, interpret hair sample analysis reports, and coordinate with the applicants and the SFPD concerning results. Vendor must have licenses, certifications, and clearance from the following organizations: United States Food and Drug Administration, United States Department of Health and Human Services, College of American Pathologists (accreditation specific to hair drug testing) and the State of California Department of Public Health.

B. Which, if any, civil service class(es) normally perform(s) this work? 2456, Asst Forensic Toxicologist 1; 2457, Forensic Toxicologist Supervisor; 2458, Chief Forensic Toxicologist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Specialized laboratory facilities and equipment is used for this type of testing. All analysis will be performed at the vendor's site.

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

None. The Toxicologist positions with the City perform drug testing, but not hair sample analysis drug testing, which screens for drugs in the body in excess of a three-day window used when urinalysis and blood testing are performed.

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

A. Explain why civil service classes are not applicable.

The work is highly specialized and none of the Civil Service Classifications (2456, 2457, 2458) perform hair sample drug analysis.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The services are required on an as-needed basis. The contractual services will include all of the necessary facilities and/or equipment, which the City does not have 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 training. The services are required on an as-needed basis.

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.

This is a contract renewal.

7. **Union Notification:** On 12/09/15, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Prof & Tech Eng, Local 21;

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

Name: 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# 4127 - 08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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

## Wong, Genie (POL)

---

**From:** dhr-psccordinator@sfgov.org on behalf of Genie.Wong@sfgov.org  
**Sent:** Wednesday, December 09, 2015 2:27 PM  
**To:** Wong, Genie (POL); amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Wong, Genie (POL); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 4127 - 08/09 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$100,000 for services for the period July 1, 2016 – June 30, 2019. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/6152>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org

# **Additional Attachment(s)**

**Concise Description of Proposed Work**

PSC Initial and Mod 1:

Concise Description of Proposed Work:

The vendor will perform hair sample drug analysis to determine drug usage, and historical patterns of drug usage for police officer, police reserve officer, police cadet, and police service aide applicants for the San Francisco Police Department (SFPD). The vendor will screen samples for the presence of cocaine, opiates, phencyclidine, amphetamines and marijuana.

PSC Mod 2:

Scope Change (please leave blank if there is no change in the initial entry):

Drug testing will be expanded to include screening for Adderall.



**EDWIN M. LEE**  
MAYOR

CITY AND COUNTY OF SAN FRANCISCO  
**POLICE DEPARTMENT**  
HEADQUARTERS  
1245 3<sup>RD</sup> Street  
San Francisco, California 94158



**GREGORY P. SUHR**  
CHIEF OF POLICE

To: Suzanne Choi  
Citywide Personal Services Contract Coordinator  
Department of Human Resources

From: Genie Wong *GW*  
Contracts Analyst/ Personal Services Coordinator  
Police Department

Date: January 8, 2016

RE: PSC 4127-08/09 Modification of More Than Five Years

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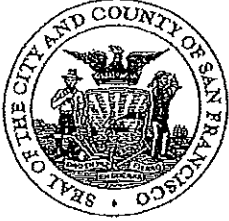
The San Francisco Police Department (SFPD) requests a second Personal Services Contract (PSC) modification of three years from July 1, 2016-June 30, 2019 and \$100,000 for hair sample drug testing. The current PSC is approved from July 1, 2009 through June 30, 2016 for \$400,000. The PSC cumulative duration proposed is ten years for a total of \$500,000.

The original term of the contract was from July 1, 2009-June 30, 2013 for \$200,000, with two options to extend for three years each. The SFPD exercised its option first to extend the contract from July 1, 2013-June 30, 2016 and added \$200,000. The SFPD wishes to exercise its final option to continue contracting for three more years from July 1, 2016-June 30, 2019 and add \$100,000.

The incumbent vendor, Psychemedics, works with the SFPD Staff Services Unit to provide specialized services for hair sample drug testing on police officer, cadet and service aide applicants. Hair drug analysis determines drug usage and drug usage patterns beyond the three-day window urinalysis and blood analysis provides. Beginning in Fiscal Year 2016-2017, Psychemedics will add screening for the drug, Adderall.

The SFPD respectfully requests that PSC 4127-08/09 Modification #2 be approved. Discontinued service with Psychemedics would not allow the SFPD to determine historical patterns of drug usage of SFPD applicants for public safety critical positions.

Please contact me at (415) 837-7208 if you have questions.



**CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO**

EDWIN M. LEE  
MAYOR

KATE FAVETTI  
PRESIDENT

SCOTT R. HELDFOND  
VICE PRESIDENT

MARY Y. JUNG  
COMMISSIONER

E. DENNIS NORMANDY  
COMMISSIONER

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

MINUTES  
Regular Meeting  
November 19, 2012

*Notice of Action*

2:00 p.m.  
ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:04 p.m.

ROLL CALL

President Kate Favetti	Present
Vice President Scott R. Helfond	Present
Commissioner Mary Y. Jung	Present
Commissioner E. Dennis Normandy	Present

President Kate Favetti presided.

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF  
THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S  
AGENDA

None.

APPROVAL OF MINUTES

Regular Meeting of November 5, 2012

Action: Adopted. (Vote of 3 to 0)



HUMAN RESOURCES DIRECTOR'S REPORT

The Human Resources Director updated the Commission on an IT hiring project underway at the Department of Human Resources. Departments invited to participate in the project includes IFPTE Local 21, the Mayor's Office, and the Controller's Office.

EXECUTIVE OFFICER'S REPORT

No report.

0433-12-8 Review of request for approval of proposed personal services contracts.  
(Item No. 7)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4048-12/13	Airport Commission	\$40,000,000	<p>Work will include program planning, controls, reporting, scheduling, budgeting, document control, coordination, design management, contracts management and constructability review for Airport's Terminal 1/Boarding Area B (T1/BAB) Redevelopment Program. The T1/BAB Program will be implemented in a multi-year phased approach and will consist of the following significant program elements:</p> <ul style="list-style-type: none"> <li>- Demolition of the existing Boarding Area B facility, and replacement in a substantially different, more efficient configuration to accommodate the new modern aircraft requirements, as well as allow for future expansion if additional gate capacity is required, increasing capacity from 18 to 24 gate positions.</li> <li>- A major renovation to Terminal 1, providing for a complete replacement of the architectural building envelope, complete electrical, HVAC and special systems replacements, interior architectural renovation, and facility upgrades including a new consolidated passenger screening checkpoint, new airline ticket counters, and new concessions program, all consistent with the Terminal 2 standard.</li> <li>- New consolidated common use baggage handling system (BHS) and checked baggage screening system, reducing the number of systems from six to one, and the number of CTX machines from 15 to 5, resulting in a much more efficient BHS operation, both in terms of operation and maintenance.</li> <li>- Renovation of Boarding Area C to bring this facility up to current Airport standards.</li> <li>- Various airport, airline and agency related tenant improvements.</li> </ul> <p><del>South Field Improvements including relocated vehicle screening checkpoint and realigned taxi lanes.</del></p>	Regular	12/31/22
4049-12/13	Public Utilities Commission	\$6,000,000	<p>Specialized construction and professional services contracting technical support services to Contractors Assistance Center clients. Specialized technical support services will be provided in contracting areas related to cost estimating, project scheduling, bid and qualifications documentation preparation, insurance and bonding requirements, and project controls on an as requested and on-call basis.</p>	Regular	12/31/17

Civil Service Commission Meeting Minutes

Regular Meeting of November 19, 2012

4050-12/13	Emergency Management	\$1,000,000	This is a CAL EMA BOC Grant project to upgrade and install satellite emergency voice and data systems at the Emergency Operations Center (EOC) for the Department of Emergency Management, and Department Operations Centers (DOC) for the Fire and Public Works Departments. The satellite systems operate during critical emergency events when traditional services (voice and data) are not available. The satellite network links the EOC and the DOCs to provide emergency backup voice and data communication capabilities. The system consists of high-speed satellite equipment, Ethernet connections and VoIP telephone service.	Regular	01/01/17
4051-12/13	Emergency Management	\$360,000	The contractor will provide strategy and effectiveness reports using guidance issued by the Department of Homeland Security (DHS), new risk and capabilities data, exercise and evaluation data, and feedback from regional stakeholders. The contractor will 1) pinpoint gaps in terrorism preparedness and assist in identifying funding priorities, and 2) demonstrate the effective use of investments to local, state, and federal policy makers.	Regular	11/30/15
4128-11/12	Controller	Current Approved Amount \$100,000 Increase Amount Requested \$290,000 New Total Amount Requested \$390,000	Provide hosting services for historical payroll reports generated prior to October 2012. Payroll reports are accessed by every City department's payroll professionals, time keepers, and managers every pay period to validate payroll and deduction calculations through a partitioned access protocol with predefined search indexes.	Modification	08/31/17
4127-08/09	Police	Current Approved Amount \$200,000 Increase Amount Requested \$200,000 New Total Amount Requested \$400,000	The vendor will perform hair sample drug analysis to determine drug usage, and historical patterns of drug usage for police officer applicants, police reserve officer applicants, police cadet applicants, and police service aide applicants for the Police Department. Pre-Employment Drug Testing is a Police Department requirement.	Modification	06/30/16
4059-10/11	Public Health	Current Approved Amount \$115,000 Increase Amount Requested \$81,560 New Total Amount Requested \$196,560	Services of an International Board Certified Lactation Consultant (IBCLC). The consultant will provide oversight, technical support, and training for Breastfeeding Peer Counselors, identifies key community partners such as delivery hospitals, healthcare organizations, and providers and establish referral system connecting WIC-eligible clients to Peer Counselor services, leading efforts to educate community partners, delivery hospitals and health providers about breastfeeding and the breastfeeding support services offered by WIC and by the Peer Counselor Program Collaboratives, and the support efforts of the Peninsula Regional Breastfeeding Collaborative representative.	Modification	12/31/14

Civil Service Commission Meeting Minutes

Regular Meeting of November 19, 2012

4167-09/10	Public Health	<p>Current Approved Amount \$1,750,000 Increase Amount Requested \$2,558,719 New Total Amount Requested \$4,308,719</p>	<p>The proposed professional services will provide software programming and implementation support to DPH IT staff for application systems included in the Siemens Medical Services Invision products. The Invision system is the foundation of Patient Registration, Scheduling, Billing and Clinical records for DPH patient care services in Acute Care, Primary Care and Long Term Care. These systems require enhancement and functional expansion periodically due to evolving program needs. It is also anticipated that additional service needs will arise to complete systems requirements for State and Federal patient care reimbursement regulations and direct patient care clinical services. The requested support services will also provide in-depth technical and system training for DPH information technology, clinical, and administrative staff for on-going support and utilization of these systems. In addition, the Contractor will also provide integrated clinical, demographic, and financial information across the Community Health Network system of the Department of Public Health. This applies only to the professional services portion of the agreement.</p>	Modi- fication	06/30/17
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**Speakers:** Cynthia Avakian and Reuben A. Halili, Airport Commission spoke on PSC #4048-12/13.  
Kofu Domingo and Masood Ordikhani, Public Utilities Commission spoke on PSC #4049-12/13.

**Action:**

- 1) Adopted the report; Approved the request for PSC #4048-12/13 as amended to reflect that the contract will be renewed annually; and on the condition that a report on the status of the work be submitted at the second year mark and the sixth year mark. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- 2) Adopted the report; Approved the request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

0434-12-1 Annual Review of Exempt and Non-Exempt Classifications at the San Francisco Municipal Transportation Agency (SFMTA). (Item No. 8)

**Speakers:** Clare Leung, Municipal Transportation Agency

**Action:** Adopted the report. (Vote of 4 to 0)

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 9-17-12

DEPARTMENT NAME: Police Department DEPARTMENT NUMBER 38

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

TYPE OF REQUEST: [ ] INITIAL REQUEST [x] MODIFICATION (PSC# 4127-08/09)

TYPE OF SERVICE: Hair Sample Drug Testing

FUNDING SOURCE: General Fund

Original Amount: \$200,000 PSC Duration: 7-1-09 - 6-30-13
Modification Amount \$200,000 PSC Duration: 7-1-13-6-30-16
Total Amount \$400,000 Total PSC Duration: 7-1-09 - 6-30-16

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The vendor will perform hair sample drug analysis to determine drug usage, and historical patterns of drug usage for police officer applicants, police reserve officer applicants, police cadet applicants, and police service aide applicants for the Police Department. Pre Employment Drug Testing is a Police Department requirement.

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

This service is necessary because it is important that applicants for safety sensitive positions be screened for substance abuse patterns. This type of drug testing can detect the use of drugs beyond the three day window for urinalysis and blood testing. These applicants, if hired, would be making life and death decisions. The City may be liable.

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):

The service is currently being provided under PSC # 4127-08/09.

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

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

Table with 3 columns: Union Name, Signature of person mailing/faxing form, Date. Row 1: Local 21, Officer Shawn Wallace #1104, 9-17-12. Row 2: Union Name, Signature of person mailing/faxing form, Date. Row 3: RFP sent to N/A, on, Signature.

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4127-08/09
STAFF ANALYSIS/RECOMMENDATION: Approved [Signature] 11/01/12

CIVIL SERVICE COMMISSION ACTION:

OCT 23 2012 [Signature]

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The vendor must have the knowledge, experience, and training to conduct hair sample drug analysis, interpret hair sample analysis reports, and coordinate with the applicant and the Police Department concerning the results. Vendor must have licenses, certifications, and clearance from the following organizations: United States Food and Drug Administration, United States Department of Health and Human Services, College of American Pathologists (accreditation specific to hair drug testing) and the State of California Department of Health Services.

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

2456 Toxicologist, 2457 Assistant Toxicologist and 2458 Forensic Toxicologist perform drug testing but not hair sample analysis drug testing which screens for drugs in the system in excess of the three day window used for urinalysis and blood testing.

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

Yes. Specialized laboratory facilities and equipment is used for this type of testing. All analysis will be done at the vendor's site.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The position is highly specialized and none of the Civil Service Classifications listed above perform hair sample drug analysis.

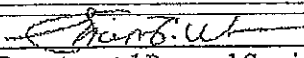
B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No. The services would be provided on an as needed basis. The contractual services will include all of the necessary facilities and or equipment, which the city is unable to provide.

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

- |   | <u>Yes</u>                          | <u>No</u>                           |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Describe the training and indicate approximate number of hours.   |                                     |                                     |
| • Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained. |                                     |                                     |
| C. Are there legal mandates requiring the use of contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? Psychomedics Inc.              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

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

  
Signature of Departmental Personal Services Contract Coordinator

Officer Shawn Wallace #1104

553-1096

Print or Type Name

Telephone Number

850 Bryant Street  
San Francisco, Calif. 94103

Address

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

Department: CHILDREN; YOUTH & THEIR FAMILIESDept. Code: CHFType of Request:  Initial  Modification of an existing PSC (PSC # 4041 12/13)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Evaluation and Technical Assistance for city funded programs serving children and youthFunding Source: Children's FundPSC Original Approved Amount: \$4,000,000PSC Original Approved Duration: 11/01/12 - 06/30/16 (3 years 34 weeks)PSC Mod#1 Amount: \$3,000,000PSC Mod#1 Duration: 07/01/16-06/30/18 (2 years)PSC Cumulative Amount Proposed: \$7,000,000PSC Cumulative Duration Proposed: 5 years 34 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

This request is for professional evaluation and technical assistance for DCYF grant-funded programs providing services to children, youth and their families. Evaluation services will measure the quality of services provided and the effectiveness of programs with respect to the department's strategic goals. As needed, technical assistance will be provided to address issues of program quality. Contractors conducting evaluation may differ from contractors providing technical assistance.

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

DCYF administers over four hundred grants to nonprofit agencies to provide services to children and youth. Grants are funded in a 3-year funding cycle with Children's Fund dollars. The Children's Service Allocation Plan is mandated by the Children's Amendment. Evaluation services are a requirement of the plan. Item J in the Children's Amendment states:

**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 approved in the original PSC 4041 12/13

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

No. Request is for the funding cycle ending June 30, 2016.

**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:**

In November 2014 the voters of San Francisco approved Proposition C, which extended the Children and Youth Fund (formerly the Children's Fund) for another 25 years. An additional component of this legislation extended the department's grant cycle from three to five years.

**2. Reason(s) for the Request****A. Display all that apply**

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

Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

The evaluation and technical assistance work performed under the PSC occurs intermittently over the course of the funding cycle. There are times of significant activity followed by extended lulls. In addition, third-party evaluation of our grants eliminates the perception of any conflict of interest between the DCYF staff and our grantees. These relationships are by necessity very close, with staff constantly striving for supportive, positive connections to those nonprofits receiving funding. Independent, objective appraisal of the work supported by our grants is most reliably done at arm's length by a disinterested party.

B. Reason for the request for modification:

In November 2014 the voters of San Francisco approved Proposition C, which extended the Children and Youth Fund (formerly the Children's Fund) for another 25 years. An additional component of this legislation extended the department's grant cycle from three to five years. When this PSC was created it was designed to be in place for the entire grant cycle. This modification adds two additional years to encompass our new five-year cycle. It also adds funds for the evaluation and technical assistance activities in the added two years.

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

A. Specify required skills and/or expertise: Evaluation: Ability to develop an evaluation plan; knowledge of qualitative & quantitative research methods; ability to collect data & work with large disparate data sets; knowledge of IRB process & laws protecting confidentiality, ability to analyze & interpret data & make recommendations to improve program quality & increase the impact of evaluation investment. Technical assistance: Expertise in nonprofit management, including fiscal practices & governance; ability to provide one on one coaching & group trainings

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 9772, Community Development Spec; 9774, Sr. Community Devl Spc 1;

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?**

Evaluation is not normally performed by a civil service class at DCYF. However, the planning & oversight of these services are managed by an 1823. The programs that are evaluated & that may receive technical assistance as a result of evaluation findings are monitored by 9774 & 9772 classes. Any contracts for technical assistance will be monitored by a 9774.

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

A. Explain why civil service classes are not applicable.

DCYF uses 9772s & 9774s to monitor grants, but the skill set required for the program officer position is not the same skills used by an evaluator. In addition, the close monitoring relationship between grantees & DCYF staff introduces the potential for bias into an evaluation & could bring into question the integrity of the evaluation.

- 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, evaluations of the magnitude required by the Children's Amendment should be conducted by an independent body.

**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.  
How to conduct observations. Hours will vary based on need.
- 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.  
Existing contracts will likely be extended for two years

**7. Union Notification:** On 10/23/15, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; Management & Superv Local 21; SEIU Local 1021; Management & Superv Local 21;

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

Name: Deedra Jackson Phone: 415-554-9329 Email: deedra@dcyf.org

Address: 1390 Market Street, Suite 900, San Francisco, CA 94102

\*\*\*\*\*



FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4041 12/13

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/01/2016

Civil Service Commission Action:

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

**Conner, Brett (CHF)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of deedra@dcyf.org  
**Sent:** Friday, October 23, 2015 4:58 PM  
**To:** Jackson, Deedra (CHF); Lopez-Barrios, Ricardo (PDR); Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; Carey.dall@seiu1021.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA) (DSS); david.canham@seiu1021.org; jtanner940@aol.com; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; L21PSCReview@ifpte21.org; Conner, Brett (CHF); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 4041 12/13 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The CHILDREN; YOUTH & THEIR FAMILIES -- CHF has submitted a modification request for a Personal Services Contract (PSC) for \$3,000,000 for services for the period July 1, 2016 – June 30, 2018. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

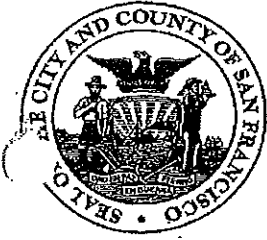
If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/5978>

Email sent to the following addresses: L21PSCReview@ifpte21.org Larry.Bradshaw@seiu1021.org tiya.thlang@seiu1021.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com leah.berlanga@seiu1021.org ted.zarzecki@seiu1021.net joe.brenner@seiu1021.org pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org Carey.dall@seiu1021.org pcamarillo\_seiu@sbcglobal.net Sandeep.lal@seiu1021.me Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org

# **Additional Attachment(s)**



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

November 9, 2012

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

KATE FAVETTI  
PRESIDENT

SCOTT R. HELDFOND  
VICE PRESIDENT

MARY Y. JUNG  
COMMISSIONER

E. DENNIS NORMANDY  
COMMISSIONER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4040-12/13 THROUGH 4047-12/13; 4043-08/09; 4016-08/09; 4087-09/10; 4102-08/09; AND 4175-07/08.**

At its meeting of November 5, 2012 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. Please share it with everyone responsible for follow-up.*

### The Commission:

1. Adopted the report; Approved the request for approval of PSC #4045-12/13 on the condition that the Art Commission work with the Executive Officer to expand on the scope of work described in the PSC Summary. Notified the Office of the Controller and the Office of Contract Administration.
2. Adopted the report; Approved the request for approval of PSC #4046-12/13 on the condition that the Port Commission clarify there were previous PSCs approved by the Civil Service Commission for this scope of work. Notified the Office of the Controller and the Office of Contract Administration.
3. Adopted the report; Approved the request for approval of all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

### Attachment

- c:
- Cynthia Avakian, Airport Commission
  - Micki Callahan, Human Resources Director
  - Leorah Dang, Department of Human Resources
  - Aleric Degrafinried, Public Utilities Commission
  - Jaei Fong, Office of Contract Administration
  - Jacque Hale, Department of Public Health
  - Lavera Holmes, Port Commission
  - Deedra Jackson, Department of Children, Youth & Their Families
  - Shamica Jackson, Public Utilities Commission
  - LaWan Jones, Public Utilities Commission
  - Greg Kato, Treasurer-Tax Collector
  - Kimberlee Kimura, Assessor's Office
  - Rebekah Krell, Arts Commission
  - Beu Rosenfield, Controller
  - Commission File
  - Chron:

POSTING FOR  
11/5/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4040-12/13	02	Assessor	Regular	\$80,000	In the next 2 years, ASR expects to replace its antiquated AS/400 property tax database system. The first step of this process is a Discovery Assessment ("Assessment"). This Assessment would include the following steps: 1) Ascertain training needs; 2) Identify and analyze data sources; 3) Gather configuration requirements; 4) Gather customization requirements; 5) Identify and analyze third-party integration products; 6) Identify and analyze inter-departmental interfaces; 7) Gather deployment requirements; 8) Prepare detailed project plan; and 9) Provide cost estimates.	11/1/2012 - 10/31/2013
4041-12/13	23	Children, Youth & Families	Regular	\$4,000,000	This request is for professional evaluation & technical assistance for DCYF grant-funded programs providing services to children, youth & their families. Evaluation services will measure the quality of services provided & the effectiveness of programs with respect to the department's strategic goals. As needed, technical assistance will be provided to address issues of program quality. Contractors conducting evaluation may differ from contractors providing technical assistance.	11/1/2012 - 6/30/2016
4042-12/13	27	Airport Commission	Regular	\$1,200,000	Provide structural engineering design support services of Airport structures, including, but not limited to: terminals, boarding areas, parking structures, viaducts, elevated roadways, and transit guideways. Provide full structural design services, calculations, drawings, specifications, cost estimates and services requested for a project and/or all design phases and preparation of bridging contract documents to be used in the solicitation of a Design-Build or Design-Build-Request for Proposals (RFP). Structural firm to provide seismic studies and vulnerability reports, analyses, assessment reports, blast analysis, blast load prediction and blast resistant design. The Airport will give first right of refusal to other City Departments through the Airport's Notice of Intent process.	11/5/2012 - 11/4/2017
4043-12/13	27	Airport Commission	Regular	\$1,500,000	During the PBMS Phase II project, SFO would like to implement several enhancements and new functionality to address inefficiencies; optimize system performance and integrate enhanced reporting features; minimize manual entries and error risks, especially for high volume activity billings; address audit concerns and recommendations regarding statistical data reporting; develop policies and procedures; and prepare for external system improvements that impact PMBS. This phase of the project will enhance existing and create new functionality in the Airport's enterprise-wide PMBS used to monitor, track and report revenue and other key business statistics on all SFO property leases, space permits, and other property contracts. This includes completing a set of sub projects to (a) improve reporting features, (b) develop new custom data extracts, data views and report modifications, (c) expand data quality extracts, (d) implement and refine the Space and Property Management module including GIS interfaces, (e) support integration to the new Ground Transportation Management System (GTMS), (f) integrate existing Utility Management module with the new handheld utility meter readers, (g) incorporate detail from other sources to be included with invoices, (h) interface with data from PASSIR passive radar system for aircraft landings, (i) enhance the user access security module, (j) activate GTU Contingency Billing upon request, (k) conduct annual on-site training and (l) perform other requested modifications as needed to evolve and integrate PMBS with other Airport and City systems.	1/1/2013 - 12/31/2017
4044-12/13	27	Airport Commission	Regular	\$5,000,000	Maintenance and repairs of specialized programmable logic controls, baggage sortation and diagnostic equipment for baggage handling systems, integrated with Transportation Security Administration (TSA) screening equipment. Inspection of airline maintenance of Airport owned baggage conveyor equipment.	11/15/2012 - 11/14/2017

1-134

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

Department: MUNICIPAL TRANSPORTATION AGENCYDept. Code: MTAType of Request:  Initial  Modification of an existing PSC (PSC # 4130-12/13)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-Needed Specialized Engineering ServicesFunding Source: Federal Grants, State Grants andPSC Original Approved Amount: \$10,000,000PSC Original Approved Duration: 06/01/13 - 06/01/18 (5 years 1 day)PSC Mod#1 Amount: \$15,000,000PSC Mod#1 Duration: 01/05/16-06/30/21 (3 years 4 weeks)PSC Cumulative Amount Proposed: \$25,000,000PSC Cumulative Duration Proposed: 8 years 4 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

There is a surge in project demands creating peak needs for this service. If these professional services cannot be provided when they are needed, it will adversely impact and delay the delivery of projects which will in turn have a negative impact on providing service to the public as well as loss of time-sensitive funding.

See attached document(s).

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

SFMTA needs to secure outside specialized engineering services on short notice to augment the skill set and resource level of in-house staff. In 2012, the SFMTA Board 's approved a five-year Capital Improvement Program (CIP) to fix Muni's aging system. The CP&C began this year launching numerous Transit Fixed Guideway improvement project, facility upgrade projects, and Transit Optimization/Expansion Projects (TEP) while simultaneously starting major projects to replace Muni's aging communication system and Central Control Systems. The CP&C requires that SFMTA be completely and sufficiently staffed to perform the services. However, due to the variety of project work over the next five years, the need for specialized profession

**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.**

Via PSC #4130-12/13.

**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:**

Modification 1 increases the duration to June 30,2021. This is due to the length of the SFMTA projects and sudden surges of project demands that require peak needs for this service.

**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:

These services are provided when surges in project demands create peak needs.

B. Reason for the request for modification:

Increase in cost and duration.

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

A. Specify required skills and/or expertise: The necessary expertise requires working on projects involving trackwork design, overhead contract system design, reviewing/coordinating communication system design, review/coordinating central control system design, and Special Inspections. In addition, the services require special skills in system integration, CPUC system safety certification, start-up and commissioning work, FTA procurement and cost analyses.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 6318, Construction Inspector;

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

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

These services could be performed by classifications 5241 Engineer, 5207 Associate Engineer, and 6318 Construction Inspector. However, the need for these services is demanded by project-driven phases and only on an as-needed and short-term basis.

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

A. Explain why civil service classes are not applicable.

Some SFMTA projects require specialized expertise in areas that are not possessed by current civil service classes. Although certain civil service classes may perform some of the work such as coordinating startup and commissioning, they do not have the specific expertise for some high-level tasks. Additionally, dependent upon project needs, professional services are required due to the unavailability of in-house staff 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. It is not practical to adopt new civil-service classes that are not regularly used in these specialized areas.

**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 in the scope of these services.

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

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

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

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

7. **Union Notification:** On 12/16/15, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, 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: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4130-12/13

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/01/2016

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

## Hamada, Cynthia

---

**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.hamada@sfmta.com  
**Sent:** Wednesday, December 16, 2015 4:19 PM  
**To:** Hamada, Cynthia; richardisen@gmail.com; L21PSCReview@ifpte21.org; Hamada, Cynthia; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** Receipt of Modification Request to PSC # 4130-12/13 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$15,000,000 for services for the period January 5, 2016 – June 30, 2021. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/6182>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) [richardisen@gmail.com](mailto:richardisen@gmail.com)

# Additional Attachment(s)

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### Concise Description of Proposed Work

#### PSC Initial:

##### Concise Description of Proposed Work:

The consultant will provide engineering services for the San Francisco Municipal Transportation Agency (SFMTA) Capital Programs and Construction Division (CP&C) including design/review of Muni's special track work, design/review of overhead contact system work, and preparing special procurement documents for long lead items. The services will also cover specialized engineering work for Muni's new communications system, GPS-driven system, and systems integration. In addition, the scope of services will cover construction management support, including providing field survey and independent Special Inspections as required by the San Francisco Department of Building Inspection.

#### PSC Mod 1:

##### Scope Change (please leave blank if there is no change in the initial entry):

There is a surge in project demands creating peak needs for this service. If these professional services cannot be provided when they are needed, it will adversely impact and delay the delivery of projects which will in turn have a negative impact on providing service to the public as well as loss of time-sensitive funding.



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

June 5, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4127-12/13 THROUGH 4132-12/13; 4086-09/10; 4004-12/13.**

At its meeting of June 3, 2013 the Civil Service Commission had for its consideration the above matter.

The Commission:

- 1) Postponed PSC 4004-12/13 to the meeting of June 17, 2013, after Department notifies IFPTE Local 21.
- 2) Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

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

*Jennifer Johnston*  
JENNIFER JOHNSTON  
Executive Officer

Attachment

- Cc:
- Parveen Boparai, Municipal Transportation Agency
  - Jeanne Buick, Department of Human Resources
  - Micki Callahan, Human Resources Director
  - Leorah Dang, Department of Human Resources
  - Karen Henderson, Mayor's Office of Housing
  - Lavena Holmes, Port
  - Rebekah Krell, Arts Commission
  - William Lee, Department of Emergency Management
  - Pamela Levin, Department of Building Inspection
  - Joan Lubamersky, General Services Agency
  - Commission File
  - Chron

POSTING FOR

06/03/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No.	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4127-12/13	19	Building Inspection	Regular	\$150,000	The Department of Building Inspection seeks assistance in developing and conducting a comprehensive fee study to ensure that all building fees and service charges are appropriate to cover the cost of providing the services. This fee study shall serve as the analytical and best-practice basis of decision-making for the Department of Building Inspection.	7/1/2013 - 6/30/2015
4128-12/13	25	Mayor	Regular	\$400,000	The Mayor's Office of Housing (MOH) needs qualified real estate brokers to market, sell and perform all real estate sales-related tasks for its limited equity program below market rate condominium units that were formerly owned by the San Francisco Redevelopment Agency and are now owned by MOH. It is the intention of MOH to create a list of pre-qualified brokers who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement.	9/1/2013 - 8/31/2018
4129-12/13	39	Port Commission	Regular	\$3,000,000	The Port will issue a Request for Qualifications to establish a pool of pre-qualified consulting teams, specializing in environmental services to provide timely and efficient consulting assistance in meeting environmental and regulatory requirements associated with Port capital project planning, development, property management, maintenance, and maritime operations. Three as-needed consulting teams will assist Port staff by providing services in the areas of environmental characterization and compliance; air, water, and stormwater permitting and compliance; hazardous materials, hazardous waste, and solid waste management; technical support of Port Projects and Programs; lead and asbestos support; geographic information systems/information management systems support; Leadership in Energy and Environmental Design review and commissioning support; and climate change support. The consultants may work in conjunction with Port's technical staff or as part of a project team. See attach Scope of Services for this PSC.	8/15/2013 - 12/31/2017
4130-12/13	68	Municipal Transportation Agency	Regular	\$10,000,000	The consultant will provide engineering services for the San Francisco Municipal Transportation Agency (SFMTA) Capital Programs and Construction Division (CP&C) including design/review of Muni's special track work, design/review of overhead contact system work, and preparing special procurement documents for long lead items. The services will also cover specialized engineering work for Muni's new communications system, GPS-driven system, and systems integration. In addition, the scope of services will cover construction management support, including providing field survey and independent Special Inspections as required by the San Francisco Department of Building Inspection.	6/1/2013 - 6/1/2018
4131-12/13	70	General Services Agency	Regular	\$225,000	The City is seeking to enhance the functions of its Case Management System in the District Attorney's Office with the implementation of three new modules related to investigations, juveniles, and Discovery. Additionally they are seeking to upgrade their report writing capabilities and create a bi-directional interface with the City's criminal justice databases.	4/1/2013 - 12/31/2013



PERSONAL SERVICES CONTRACT SUMMARY

DATE: April 3, 2013

REQUESTING DEPARTMENT: San Francisco Municipal Transportation Agency Department Number: 68

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

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

TYPE OF SERVICE: As-Needed Specialized Engineering Services

FUNDING SOURCE: Federal Grants, State Grants and Other Local Funding Sources

PSC AMOUNT: \$10,000,000.00 PSC DURATION: June 1, 2013 - June 1, 2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The consultant will provide engineering services for the San Francisco Municipal Transportation Agency (SFMTA) Capital Programs and Construction Division (CP&C) including design/review of Muni's special track work, design/review of overhead contact system work, and preparing special procurement documents for long lead items. The services will also cover specialized engineering work for Muni's new communications system, GPS-driven system, and systems integration. In addition, the scope of services will cover construction management support, including providing field survey and independent Special Inspections as required by the San Francisco Department of Building Inspection.

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

SFMTA needs to secure outside specialized engineering services on short notice to augment the skill set and resource level of in-house staff. In 2012, the SFMTA Board's approved a five-year Capital Improvement Program (CIP) to fix Muni's aging system. The CP&C began this year launching numerous Transit Fixed Guideway improvement project, facility upgrade projects, and Transit Optimization/Expansion Projects (TEP) while simultaneously starting major projects to replace Muni's aging communication system and Central Control Systems. The CP&C requires that SFMTA be completely and sufficiently staffed to perform the services. However, due to the variety of project work over the next five years, the need for specialized professional services and other assistance required to complete projects at times, exceeds the availability and capabilities of in-house staff to perform the work. If these professional services cannot be provided when they are needed, it will adversely impact and delay the delivery of projects which will in turn have a negative impact on providing service to the public.

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):

A similar type of contract with a different scope of services was approved in the past using PSC #4100-08/09 was approved on March 2, 2009.

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

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

IFPTE, Local 21 Union Name Signature of person mailing/faxing form Date 4/3/13

RFP sent to IFPTE Local 21 Union Name on 2/27/2013 Date Lucien Burgert Signature

\*\*\*\*\* FOR DEPARTMENT HUMAN RESOURCES USE SFMTA approved PSC# 4-3-13

STAFF ANALYSIS/RECOMMENDATION: CIVIL SERVICE COMMISSION ACTION:



**3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE**

**A. Specify required skills and/or expertise:**

The necessary expertise requires working on projects involving trackwork design, overhead contract system design, reviewing/coordinating communication system design, review/coordinating central control system design, and Special Inspections. In addition, the services require special skills in system integration, CPUC system safety certification, start-up and commissioning work, FTA procurement and cost analyses.

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

These services could be performed by classifications 5241 Engineer, 5207 Associate Engineer, and 6318 Construction Inspector. However, the need for these services is demanded by project-driven phases and only on an as-needed and short-term basis.

**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 the civil service classes are not applicable:**

Some SFMTA projects require specialized expertise in areas that are not possessed by current civil service classes. Although certain civil service classes may perform some of the work such as coordinating startup and commissioning, they do not have the specific expertise for some high-level tasks. Additionally, dependent upon project needs, professional services are required due to the unavailability of in-house staff to perform the work.

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

No. It is not practical to adopt new civil-service classes that are not regularly used in these specialized areas.

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

	YES	NO
A. Will the contractor directly supervise City and County employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employees? - Describe training and indicate approximate number of hours. - Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

*Parveen Boparai*

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai  
Print or Type Name

415-701-5377  
Telephone Number

San Francisco Municipal Transportation Agency

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

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

Department: JUVENILE PROBATIONDept. Code: JUVType of Request:  Initial  Modification of an existing PSC (PSC # 4112-11/12)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Development and Implementation of Case Management System SoftwareFunding Source: General Fund and GrantPSC Original Approved Amount: \$300,000PSC Original Approved Duration: 05/15/12 - 05/14/14 (1 year 52 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 05/15/14-05/01/15 (50 weeks 2 days)PSC Mod#2 Amount: \$150,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: no amount addedPSC Mod#3 Duration: 05/01/15-04/30/17 (2 years)PSC Mod#4 Amount: \$225,000PSC Mod#4 Duration: 04/30/17-06/30/19 (2 years 8 weeks)PSC Cumulative Amount Proposed: \$675,000PSC Cumulative Duration Proposed: 7 years 6 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The scope of work was created to allow the contractor to work with the department in two phases. The first phase is the planning phase and the second phase is the implementation phase. Phase 1 includes: Kick off, Develop Scope of Work, Project Plan, Requirements Matrix and Fit Gap Report, Conversion Plan and Interface Matrix, Reports, Testing Strategy and Finalize Statement of Work. Phase 2 includes: Implement Case Management System Implementation Scope of Work, Develop and Implement Final Acceptance Testing Schedule.

See attached document(s).

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

This service is necessary to be able to house and communicate information about youthful offenders in an organized and efficient way for Juvenile Probation personnel and outside stakeholders (such as Adult Probation or others in the law enforcement community). The consequences of denial are continued difficulty for Probation Officers to accurately assess cases and risks, develop case plans and track progress due to a lack of information across Departments. Further, the Department risks lack of compliance with funding streams and disallowance due to lack of information accuracy and consistency.

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

Services have been provided in the past through earlier PSC request. See 4112-11/12

D. Will the contract(s) be renewed?  
For hosting services only.

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

Explain the qualifying circumstances:

The department needs to move from a paper based case management system to a web-based system in order to better track data.

B. Reason for the request for modification:

The Juvenile Probation Department needs to increase funds and the timeline of the project, in order to begin and complete the implementation phase of the project.

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

A. Specify required skills and/or expertise: Web-based case management system development.

B. Which, if any, civil service class(es) normally perform(s) this work? 1070, IS Project Director;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will provide software not currently possessed by the City. The vendor will provide proprietary software and assist in customizing and installing it for the Juvenile Probation Department business needs.

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

The department looked for services via the city vendor list and other city agencies.

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

A. Explain why civil service classes are not applicable.

The software is intended to be proprietary off-the-shelf, with customization to fit the Department's specifications. The proprietary nature of the software means that the vendor will have the most expertise in this software and ability to customize it for Juvenile Probation Department business needs. Current classifications do not have this expertise or level of knowledge of the software.

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

in nature for implementation of the system. Ongoing work to maintain the system will be performed by civil service classifications.

**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.

Staff will be interviewed on their engagement with Case Management.

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.

Automon

**7. Union Notification:** On 12/28/15, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Prof & Tech Eng, Local 21;

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

Name: Sheila Layton Phone: 415-753-7562 Email: Sheila.Layton@sfgov.org

Address: 375 Woodisde Ave, San Francisco, CA 94127

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4112-11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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

**Layton, Sheila (JUV)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of Sheila.Layton@sfgov.org  
**Sent:** Monday, December 28, 2015 1:34 PM  
**To:** Layton, Sheila (JUV); amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Layton, Sheila (JUV); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 4112-11/12 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The JUVENILE PROBATION -- JUV has submitted a modification request for a Personal Services Contract (PSC) for \$225,000 for services for the period April 30, 2017 – June 30, 2019. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/3807>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org

## **Additional Attachment(s)**

PSC 4112-11/12 JUV

### **Concise Description of Proposed Work**

#### **PSC Initial:**

##### **Concise Description of Proposed Work:**

This one-time contract, with ongoing hosting services, will seek to develop and implement web-based case management software to assist Probation Officers in assessing and monitoring youthful offenders.

#### **PSC Mod:**

##### **Scope Change (please leave blank if there is no change in the initial entry):**

The scope of work was created to allow the contractor to work with the department in two phases. The first phase is the planning phase and the second phase is the implementation phase. Phase 1 includes: Kick off, Develop Scope of Work, Project Plan, Requirements Matrix and Fit Gap Report, Conversion Plan and Interface Matrix, Reports, Testing Strategy and Finalize Statement of Work. Phase 2 includes: Implement Case Management System Implementation Scope of Work, Develop and Implement Final Acceptance Testing Schedule.





**CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO**

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

May 22, 2015

**NOTICE OF CIVIL SERVICE COMMISSION ACTION**

E. DENNIS NORMANDY  
PRESIDENT

DOUGLAS S. CHAN  
VICE PRESIDENT

KATE FAVETTI  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

MICHAEL L. BROWN  
EXECUTIVE OFFICER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 46926-14/15; 48685-14/15; 40778-14/15; 49884-14/15; 48218-14/15; 47916-14/15; 46444-14/15; 4165-07/08; 4112-11/12; 4044-10/11; 4091-10/11; 4082-12/13 AND 4035-09/10.**

At its meeting of May 18, 2015 the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

- 1) Approved PSC #4082-12/13 with the condition that the Office of the Treasurer & Tax Collector works with the Civil Service Commission staff to correct PSC form item 5B to indicate there is training.
- 2) Postponed PSC #4044-10/11 to the meeting of June 1, 2015 with the condition that the Municipal Transportation Agency notifies the applicable employee organizations.
- 3) Approved the request for all remaining PSCs (PSC numbers 46926-14/15, 48685-14/15, 40778-14/15, 49884-14/15, 48218-14/15, 47916-14/15, 46444-14/15, 4165-07/08, 4112-11/12, 4091-10/11 and 4035-09/10). Adopted the report; notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

MICHAEL L. BROWN  
Executive Officer

Attachment

- Cc: Cynthia Avakian, Airport Commission  
Micki Callahan, Department of Human Resources  
Amanda Fried, Office of the Treasurer & Tax Collector  
Erica Finkle, Office of the Treasurer & Tax Collector  
Jacquie Hale, Department of Public Health  
Cynthia Hamada, Municipal Transportation Agency  
Joyce Kimotsuki, Office of the Controller  
Sheila Layton, Juvenile Probation Department  
Brent Lewis, Department of Human Resources  
Joan Lubamersky, General Services Agency  
Michael Nettles, Office of the Assessor/Recorder  
Genie Wong, San Francisco Police Department  
Danny Yeung, Planting Department  
Ben Rosenfield, Controller's Office  
Jaci Fong, Contract Administration  
Commission File  
Chron

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

Home &gt;

## Posting For May 18, 2015

## Proposed Modifications to Personal Services Contracts

## Commission Hearing Date

2015-05-18

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4165 07/08 - MODIFICATIONS	May 18, 2015	GENERAL SERVICES AGENCY - CITY ADMIN - ADM	\$1,641,200	\$3,421,181	Under CA Labor Code Section 1776 and S.F. Admin. Code Section 6.22(E) all construction contractors working under contracts issued by the City of San Francisco awarding bidders and performing work covered by prevailing wage requirements are required to provide certified payroll records (CPRs) to the City. Vendor will provide a software license for their web based electronic certified payroll reporting system hosted on their secure server. (Please see continuation sheet attached.)	07/01/2008	06/30/2018	REGULAR
4112-11/12 - MODIFICATIONS	May 18, 2015	JUVENILE PROBATION -- JUV	\$0	\$450,000	The scope of work was created to allow the contractor to work with the department in two phases. The first phase is the planning phase and the second phase is the implementation phase. Phase 1 includes: Kick off, Develop Scope of Work, Project Plan, Requirements Matrix and Fit Gap Report, Conversion Plan and Interface Matrix, Reports, Testing Strategy and Finalize Statement of Work. Phase 2 includes: Implement Case Management System Implementation Scope of Work, Develop and Implement Final Acceptance Testing Schedule.	05/01/2015	04/30/2017	REGULAR
4044 - 10/11 - MODIFICATIONS	May 18, 2015	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$1,000,000	\$3,500,000	The SFMTA requires the services of a contractor to provide comprehensive investigative services on workers' compensation claims arising out of employment or in the course of employment. Investigative services include: written and recorded statements; background investigations; forms and releases; medical records retrieval; subrogation investigations; medical facility canvassing; database and online research; surveillance; investigators' court appearances; and the acquisition, storage and accessibility of video documentation. All services must make use of current technologies to the extent possible.	06/01/2015	11/30/2018	REGULAR
4091-10/11 - MODIFICATIONS	May 18, 2015	POLICE -- POL	\$130,000	\$880,000	Initial Entry: Contractor will provide outpatient behavioral health services to the San Francisco Police Department (SFPD) members and their families.	07/01/2015	06/30/2016	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					These services will provide 8 visits per family per fiscal year and be available throughout the United States. However, the selected vendor in 2011 provides 10 sessions per member (and their families) and a critical incident stress residential program for 5 members. For FY 15-16, the vendor will continue to provide 10 sessions and a critical incident stress residential program for 6 members.			
4082 12/13 - MODIFICATIONS	May 18, 2015	TREASURER/TAX COLLECTOR -- TTX	\$350,000	\$1,840,000	The Gross Receipts Tax and Business Registration Fees Ordinance (2012) Proposition E) was approved by San Francisco voters on November 6, 2012. It mandates that the City implement changes to local business taxes and registration fees by January 1, 2014 with a phased implementation through 2018. The Treasurer & Tax Collector has previously procured a proprietary software solution for Cashiering under PSC# 4035 09/10 approved on 9/21/2009. The software must be configured to meet the requirements of the Ordinance.	05/04/2015	06/30/2017	REGULAR
4035 - 09/10 - MODIFICATIONS	May 18, 2015	TREASURER/TAX COLLECTOR -- TTX	\$500,000	\$900,000	Provide new payment processing system; licensing fees and annual software maintenance costs; professional service cost in custom programming, installation and training. See attached sheet titled Description of Work.	05/11/2015	06/30/2017	REGULAR
<b>TOTAL AMOUNT \$3,621,200</b>								

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

Department: PUBLIC HEALTHDept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 2000 07/08)

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

Type of Service: Intermittent As-Needed FM, Community Health, Planning, Support & Service ProjectsFunding Source: Grants, Work Order, Limited GFPSC Original Approved Amount: \$900,000PSC Original Approved Duration: 02/01/2008 - continuousPSC Mod#1 Amount: \$700,000PSC Mod#1 Duration: 02/01/08 - continuousPSC Mod#2 Amount: \$2,400,000PSC Mod#2 Duration: 02/01/08 - continuousPSC Mod#3 Amount: \$2,000,000PSC Mod#3 Duration: 01/01/14 - continuousPSC Mod#4 Amount: \$6,500,000PSC Mod#4 Duration: 11/01/15 - continuousPSC Cumulative Amount Proposed: \$12,500,000PSC Cumulative Duration Proposed: 02/01/2008 - continuous**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Also included are community-based breast cancer case management and prevention support services, as well as health care and ancillary services targeted to people who are homeless.

See attached document(s).

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

Service is necessary in order to facilitate the implementation of community planning, support and service projects. Organizations or individuals close to the community or with project-specific knowledge typically and best perform these services. In addition, the funder will often request that a fiscal intermediary be used since many community organizations do not have the necessary fiscal or administrative expertise. In some instances in order for the City to receive funds for innovative programs, a community based organization must be a co-applicant for a grant or has been designated as the only provider that can provide the resources for a specific project. (See attached Original PSC document)

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

Services have been provided in the past through earlier PSC request. See 2000 07/08

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

Only if funding is made available.

- 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 duration of this PSC is Continuous, as there is anticipation of an ongoing need for these core public health services.

**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:

Services required are on an intermittent, as-needed basis.

B. Reason for the request for modification:

This modification adds additional funds to expand the Lifelines Program, which originally provided support services for women with breast cancer and now will also provide support services for other gynecological cancers. Furthermore, the increase will also support additional intermittent and as-needed public health services, including primary care promotion, childhood immunization, environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health programs, WIC issues, HIV prevention services, health promotion/education, culturally competent language services (spoken or sign/tactile), and specialized health-related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and financial management skills used for the effective delivery of the projects. The PSC amount includes the value of the community planning, support, and service projects, which maybe funded by through grants, work orders or (limited) general funds.

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

- A. Specify required skills and/or expertise: The ability to work with diverse community-based organizations. Expertise in fiscal management and the ability to manage several entities performing different services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2913, Program Specialist; 2915, Program Specialist Supervisor; 2917, Program Support Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: NO

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil Service classes are not applicable because the projects are intermittent and as needed. Due to the as-needed and intermittent nature of these services, multiple service classes spanning multiple specialties would be required only for short periods of time. In addition, the funding for these services often has not been allocated on a fixed or secured basis, therefore funding is not stable.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at this time.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No, not at this time, as these services are intermittent and as-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 10/21/15, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 2000 07/08

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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

**Hale, Jacquie (DPH)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Wednesday, October 21, 2015 1:24 PM  
**To:** Hale, Jacquie (DPH); Lopez-Barrios, Ricardo (PDR); Basconcello, Katherine (PUC);  
pcamarillo\_seiu@sbcglobal.net; Carey.dall@seiu1021.org;  
Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org;  
ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org;  
xiumin.li@seiu1021.org; Poon, SinYee (HSA) (DSS); david.canham@seiu1021.org;  
jtanner940@aol.com; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org;  
Carmona, Irene (DPH); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 2000 07/08 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH – DPH has submitted a modification request for a Personal Services Contract (PSC) for \$6,500,000 for services for the period November 1, 2015 – June 30, 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/dhrdrupal/node/1014>

Email sent to the following addresses: Larry.Bradshaw@seiu1021.org tiya.thlang@seiu1021.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net joe.brenner@seiu1021.org pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org Carey.dall@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcello@sfgwater.org Ricardo.lopez@sfgov.org



# **Additional Attachment(s)**



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

E. DENNIS NORMANDY  
PRESIDENT

May 18, 2011

DONALD A. CASPER  
VICE PRESIDENT

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

MORGAN R. GORRONO  
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBERS 4104-10/11  
THROUGH 4106-10/11; 2000-07/08; AND 4018-09/10.

MARY Y. JUNG  
COMMISSIONER

At its meeting of May 16, 2011 the Civil Service Commission had for its consideration the above matter.

LISA SEITZ GRUWELL  
COMMISSIONER

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

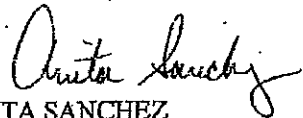
ANITA SANCHEZ  
EXECUTIVE OFFICER

It was the decision of the Commission to:

- (1) Postpone PSC #4106-10/11 to the meeting of June 6, 2011 by mutual agreement of the Department of Public Works and IFPTE Local 21.
- (2) Adopt the report; Approve request for proposed personal services on all remaining contracts. Notify the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION

  
ANITA SANCHEZ  
Executive Officer

### Attachment

c: Micki Callahan, Human Resources Director  
Carina Carlos, Department of Public Works  
Gordon Choy, Department of Public Works  
Marie de Vera, Department of Human Resources  
Jacquie Hale, Department of Public Health  
Kan Htun, Arts Commission  
Naomi Kelly, Office of Contract Administration  
Ben Rosenfield, Controller  
Maria Ryan, Department of Human Resources  
Commission File  
Chron

POSTING FOR  
5/16/2011

PROPOSED PERSONAL SERVICES CONTRACTS  
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
2000-07/08	81	Public Health	Continuing	\$2,400,000	\$4,000,000	This PSC is to provide fiscal and programmatic services for a variety of intermittent and as-needed community health, planning, support and service projects. This modification extends the term of the request and adds additional funds to cover ongoing services including the renewal of the Department of Public Health Lifelines Program which provides support services for women with breast cancer. The Lifelines Program includes targeted case management, support groups, and support of the mobile mammography program at San Francisco General Hospital. These services will undergo an RFP in the spring of 2011. Additional areas of service will include the promotion and support of childhood immunization projects, environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health programs, primary care promotion, WIC issues, and specialized health-related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects. The proposed PSC amount includes the value of the community planning, support and service projects, which may be funded through grants, work orders, or (if/when) general funds.	2/1/2008 - 6/30/2022
4918-09/10	90	Public Works	Regular	\$5,000,000	\$9,500,000	Highly specialized engineering and design services, related to the Cruise Terminal including final programming and planning, maritime engineering, geotechnical engineering, specialized architecture related to Cruise Terminal design and special event requirements, lighting consultant, cost estimating, waterproofing, security, systems consultant, telecommunications equipment engineering, mechanical, electrical and historical consulting services. These services are needed to be able to meet the highly compressed delivery schedule now required of the project. The America's Cup was awarded to San Francisco on Dec 31, 2010. That agreement required that the Terminal building be delivered to them by Jan. 1, 2013. This schedule cannot be met without a highly directed effort of a team comprised of specialty consultants with expertise in fast track projects of a specialized nature. Failure to deliver will result in breach of contract by the City of San Francisco.	9/1/2009 - 11/30/2014
Sum of Modified Amounts:				\$7,400,000			

PERSONAL SERVICES CONTRACT SUMMARY

DATE: MAR 17 2011

DEPARTMENT NAME: PUBLIC HEALTH and CHN

DEPARTMENT NUMBER: 81 & 82

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

[X] CONTINUING [ ] ANNUAL

TYPE OF REQUEST:

[ ] INITIAL REQUEST [X] MODIFICATION (PSC 2000 -07/08)

TYPE OF SERVICE: Intermittent as-needed fiscal management, community health, planning, support and service projects

FUNDING SOURCE: Public and Private Grant funds, Work Order and limited General Funds

PSC AMOUNT:	\$900,000	PSC DURATION:	2/1/08 - 6/30/13
MODIFICATION AMOUNT #1	\$700,000	DURATION MODIFICATION #1:	No Change
MODIFICATION AMOUNT #2	\$2,400,000	DURATION MODIFICATION #2:	7/1/11 - 6/30/22
NEW PSC AMOUNT	\$4,000,000 (\$285,715/yr est.)	NEW PSC DURATION:	2/1/08 - 6/30/22

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

This PSC is to provide fiscal and programmatic services for a variety of intermittent and as-needed community health, planning, support and service projects. This modification extends the term of the request and adds additional funds to cover ongoing services including the renewal of the Department of Public Health LifeLines Program which provides support services for women with breast cancer. The LifeLines Program includes targeted case management, support groups, and support of the mobile mammography program at San Francisco General Hospital. These services will undergo an RFP in the spring of 2011. Additional areas of service will include the promotion and support of childhood immunization projects, environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health programs, primary care promotion, WIC issues, and specialized health-related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects. The proposed PSC amount includes the value of the community planning, support and service projects, which may be funded through grants, work orders, or (limited) general funds.

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

This service is necessary in order to facilitate the implementation of community planning, support and service projects. Organizations or individuals close to the community or with project-specific knowledge typically and best perform these services. In addition, the funder will often request that a fiscal intermediary be used since many community organizations do not have the necessary fiscal or administrative expertise. In some instances in order for the City to receive funds for innovative programs, a community-based organization must be a co-applicant for a grant or has been designated as the only provider that can provide the resources for a specific project. Denial will result in the inability of the Department to accomplish vital community health projects and in some instances the Department will not be in compliance with the terms of the award established by the funding entity.

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 under contracts. Most recently PSC 2000 - 07/08.

D. Will the contract(s) be renewed? Only if funding is available.

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

[X] Local 1021 Signature of person mailing/faxing form Date MAR 17 2011

[ ] Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 2000 07/08)

Type of Approval:  Expedited  Continued  Omit Posting

Type of Service: Intermittent As-Needed FM, Community Health, Planning, Support & Service Projects

Funding Source: Grants, Work Order, Limited GF

PSC Original Approved Amount: <u>\$900,000</u>	PSC Original Approved Duration: <u>02/01/08 - 06/30/13 (5 years 21 w</u>
PSC Mod#1 Amount: <u>\$700,000</u>	PSC Mod#1 Duration: <u>no duration added</u>
PSC Mod#2 Amount: <u>\$2,400,000</u>	PSC Mod#2 Duration: <u>02/01/08-06/30/22 (9 years 2 days)</u>
PSC Mod#3 Amount: <u>\$2,000,000</u>	PSC Mod#3 Duration: <u>no duration added</u>
PSC Mod#4 Amount: _____	PSC Mod#4 Duration: _____
PSC Cumulative Amount Proposed: <u>\$6,000,000</u>	PSC Cumulative Duration Proposed: <u>14 years 21 weeks</u>

2. Description of Work:

A. Scope of Work:

This modification adds funds to cover ongoing community program services including the promotion / support of environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health, primary care promotion, WIC issues, HIV prevention services, health promotion/education, culturally competent language services, (spoken or sign/tactile) and specialized health-related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and financial management skills used for the effective delivery of the projects. The PSC amount includes the value of the community planning, support and service projects, which maybe funded by through grants, work orders or (limited) general funds.

See attached document(s).

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

PLEASE SEE ORIGINAL PSC

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

Services have been provided in the past through earlier PSC request. See 2000 07/08

D. Will the contract(s) be renewed? Only if funding is made available.

2. Union Notification: On 01/06/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2000 07/08

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/23/2014

Civil Service Commission Action:

July 2013

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

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 4150-09/10)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Children, Youth and Families Mental Health and Substance Abuse ServicesFunding Source: Realignment, Gen Funds, Medi-CalPSC Original Approved Amount: \$136,000,000PSC Original Approved Duration: 07/10/10 - 06/30/15 (4 years 50 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 07/01/15-12/31/15 (26 weeks 2 days)PSC Mod#2 Amount: \$112,166,000PSC Mod#2 Duration: 01/01/16-12/31/17 (2 years 1 day)PSC Cumulative Amount Proposed: \$248,166,000PSC Cumulative Duration Proposed: 7 years 25 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Culturally appropriate mental health and substance abuse services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include mental health assessment therapy, collateral and wraparound services, community-based violence and trauma recovery services, community-based day treatment services, residentially-based day treatment services, intensive/day rehabilitative services, primary and secondary substance abuse prevention services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.

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

Without these services, children, youth and their families will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, trauma, post-trauma, and other symptoms. There may also be a generalized sense of increased collective helplessness throughout the community when related to significant numbers the community with untreated mental illness, leading to communities which feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

**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, please see attached.

**D. Will the contract(s) be renewed?**  
Yes, if funding is available.

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

The Department expects the need to provide these Federal, State and General Fund supported services to provide behavioral health services to continue.

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

- A. Display all that apply

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

Explain the qualifying circumstances:

The City does not have the facilities or capacity to provide the behavioral health services for children, youth and their families that will be provided by the contractors under this PSC, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients.

- B. Reason for the request for modification:

Extending 2 years pending selection from new RFPs developed in response to Affordable Care Act

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

- A. Specify required skills and/or expertise: The contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

- B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

**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.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through these collaborations the City is

able to offer higher quality, more accessible mental health and substance abuse treatment services to its residents. (continued on 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: No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
There are no training included in 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.  
Please see attachment)
- 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.  
Please see attached.

**7. Union Notification:** On 08/26/15, the Department notified the following employee organizations of this PSC/RFP request:

SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Physicians and Dentists - 8CC; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Physicians and Dentists - 8CC;

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

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

Address: 101 Grove Street, San Francisco, CA 94102

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FOR DEPARTMENT OF HUMAN RESOURCES USE



PSC# 4150-09/10

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/01/2016

Civil Service Commission Action:

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

## Receipt of Modification Request to PSC # 4150-09/10 - MODIFICATIONS

dhr-psccordinator@sfgov

jacquie.hale@sfdph.org

To: Hale, Jacquie (DPH) <jacquie.hale@sfdph.org>; Sandeep.lal@seiu1021.me <Sandeep.lal@seiu1021.me>; Lopez, Ricardo (PDR) <ricardo.lopez@sfgov.org>; Basconcillo, Katherine (PUC) <kbasconcillo@sfgwater.org>; pcamarillo\_seiu@sbcglobal.net <pcamarillo\_seiu@sbcglobal.net>; Carey.dall@seiu1021.org <Carey.dall@seiu1021.org>; Wendy.Frigillana@seiu1021.org <Wendy.Frigillana@seiu1021.org>; pscreview@seiu1021.org <pscreview@seiu1021.org>; joe.brenner@seiu1021.org <joe.brenner@seiu1021.org>; ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>; davidmkersten@gmail.com <davidmkersten@gmail.com>; ablood@cirseiu.org <ablood@cirseiu.org>; xiumin.li@seiu1021.org <xiumin.li@seiu1021.org>; Poon, SinYee (HSA) (DSS) <sin.yee.poon@sfgov.org>; david.canham@seiu1021.org <david.canham@seiu1021.org>; jtanner940@aol.com <jtanner940@aol.com>; tiya.thlang@seiu1021.org <tiya.thlang@seiu1021.org>; Larry.Bradshaw@seiu1021.org <Larry.Bradshaw@seiu1021.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; jduritz@uapd.com <jduritz@uapd.com>; brenda\_mendieta@sfdph.org <brenda\_mendieta@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Isen, Richard (TIS) <richard.isen@sfgov.org>;

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$112,166,000 for services for the period January 1, 2016 – December 31, 2017. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1605>

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

L21PSCReview@ifpte21.org

Larry.Bradshaw@seiu1021.org tiya.thlang@seiu1021.org jtanner940@aol.com

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

ablood@cirseiu.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net

joe.brenner@seiu1021.org pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org

Carey.dall@seiu1021.org pcamarillo\_seiu@sbcglobal.net

Kbasconcillo@sfgwater.org

Ricardo.lopez@sfgov.org Sandeep.lal@seiu1021.me

# **Additional Attachment(s)**



City and County of San Francisco

## San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: January 6, 2016

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, DPH PSC Coordinator

RE: PSC 4150-09/10 Children, Youth & Families Mental Health & Substance Abuse Services  
PSC 4152-09/10 Older Adult Behavioral Health Integrated Full Service Outpatient Services  
PSC 4153-09/10 Mental Health Residential Services  
PSC 4156-09/10 Mental Health & Substance Abuse Prevention & Related Services  
PSC 5170-09/10 Mental Health Board, Suicide Prevention & Related Services

This is to request that the above Personal Services Contracts (PSCs) be calendared for the February 1, 2016, meeting of the Civil Service Commission, and to provide information that may be helpful in considering that request. These services are urgently needed in order to continue these contracts and the care they provide to patients/clients/consumers.

Services needed. The services needed under these PSCs are for children, youth and their families, as well as for adults and older adults who are exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma and other symptoms. These services are necessary to improve the quality of life and access to healthcare for the eligible San Franciscans. If the request is denied, clients will be without community-based prevention, primary care and rehabilitation services to help them with immediate and ongoing treatment of mental health and substance abuse issues, leading to an overall degradation of health and communities which often already feel besieged and victimized.

These are longstanding contracts for which the need is expected to continue, as we anticipate that we will continue to be obligated to provide these services and that people in San Francisco will continue to need them. There are currently 57 contracts awarded under these PSCs.

Meeting with SEIU. DPH has been engaged in email exchanges with SEIU to schedule meetings to discuss these 5 PSCs, and has a meeting scheduled for this Friday, January 8, 2016, after many dates were unavailable due to the holidays. We will provide our report on that meeting to the Commission prior to the meeting. DPH also remains willing to continue meetings with SEIU if needed and to provide information as requested.

Please let me know if you need further information. Thank you for your time and consideration.

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

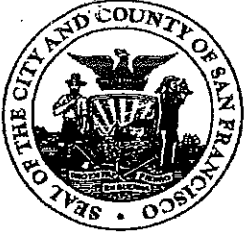
We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~  
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555  
101 Grove Street, Room 307, San Francisco, CA 94102

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**Attachment to PSC 4150-09/10 Children, Youth and Families Mental Health and Substance Abuse Services**

A Better way, Inc.  
Adolescent Treatment Center – Thunder Road  
BAART Community Health Care  
Brainstorm Tutoring  
Center on Juvenile & Criminal Justice (CJCJ)  
Community Youth Center (CYC)  
Dignity Health @ St. Mary's  
Edgewood Center for Children and Families  
Fred Finch Youth Center  
Golden Bear Associates  
Horizons Unlimited  
Huckleberry Youth Programs  
Instituto Familiar de la Raza  
Jewish Family & Children's Services  
John Muir Behavioral Health Center  
Larkin Street Youth Center  
NAMI San Francisco  
Oakes Children's Center  
Occupational Therapy Training Program (OTTP) – Special Services for Groups (SSG)  
Regents of the University of California  
Richmond Area Multi Services (RAMS) Children  
San Francisco AIDS Foundation  
San Francisco Child Abuse Prevention Center  
Seneca Center  
St Francis Hospital  
St James Infirmary  
St Vincent School for Boys (Catholic Charities)  
Victor Treatment Center  
Westside Community Mental Health Center  
YMCA of San Francisco  
Youth Leadership Institute



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

June 24, 2010

E. DENNIS NORMANDY  
PRESIDENT

DONALD A. CASPER  
VICE PRESIDENT

MORGAN R. GORRONO  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBER 4148-09/10  
THROUGH 4162-09/10.**

At its meeting of June 21, 2010 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. Please share it with everyone responsible for follow-up.*

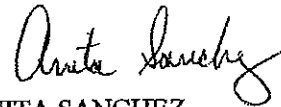
It was the decision of the Commission to:

- (1) Adopt the report; Approve request for approval of PSC #s 4150-09/10 through 4153-09/10; 4156-09/10; 4160-09/10; and 4161-09/10 on the condition that the Department of Public Health make every reasonable effort to create requisitions for those 2819 Assistant Health Educators laid off in 2009 and other Local 21 represented positions that are subject to reduction or layoff; and that the Department of Public Health report every six (6) months to the Civil Service Commission on its progress in meeting this condition. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for approval of PSC #4155-09/10 on the condition that 1) the Department of Public Health will meet with IFPTE Local 21 to discuss and evaluate whether and to what extent work to be performed in this PSC is work which could be performed by Real Property Managers; 2) If at the conclusion of these discussions, it turns out that work in this PSC is not work which could be performed by Real Property Managers, then the matter is closed; 3) If at the conclusion of these discussions, it turns out that work in this PSC is work which could be performed by Real Property Managers, then the Department of Public Health and Local 21 will endeavor to utilize CCSF Real Property Managers to perform this work, and make appropriate modifications to the contract(s) in the PSC accordingly. Notify the Office of the Controller and the Office of Contract Administration.
- (3) Adopt the report; Approve request for approval of PSC #4158-09/10 for a duration of two years, to June 30, 2012. Notify the Office of the Controller and the Office of Contract Administration.
- (4) Adopt the report; Approve request for approval of all remaining contracts. Notify the Office of the Controller and the Office of Contract Administration.

CSC Notice of Action  
June 24, 2010  
Page 2

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION



ANITA SANCHEZ  
Executive Officer

Attachment

c: Micki Callahan, Human Resources Director  
Jacquie Hale, Department of Public Health  
Naomi Kelly, Office of Contract Administration  
Ben Rosenfield, Controller  
Commission File  
Chron



POSTING FOR  
6/7/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4147-09/10	25	Mayor	Regular	\$400,000	Contractor will customize their proprietary software known as the Total Grants Solution (TGS) to add housing development process and data tracking functionality. The TGS system is a technology solution that meets the City's strategy of collecting and managing data for the Federal Department of Housing and Urban Development (HUD) grant programs including the Community Development Block (CDBG), and Emergency Shelter Grants (ESG). The solution is the primary tool MOH uses to ensure programmatic and fiscal compliance and accountability while providing a direct and immediate link between the City and its grantees that allows for the tracking of programmatic outcomes and clients served as well as the ability of the grantee to invoice the City for contractual services rendered. Finally, the system incorporates the audit requirements of local, state and federal funding sources.	6/30/2012
4148-09/10	81	Public Health	Regular	\$2,000,000	The contractor (State of California) will coordinate and provide genetic testing services on blood samples taken from newborn babies from San Francisco General Hospital, in accordance with State law.	6/30/2020
4149-09/10	81	Public Health	Regular	\$1,250,000	Assistance to and training of Department Information Technology staff in the installation and building of an ambulatory Electronic Medical Record (EMR) system for San Francisco General Hospital and DPH community-based primary care and specialty clinics. Technical support to the Department's IT staff upon live activation of the new system. Please note that the amount shown above is a current best estimate of the value of only the professional services required, not software.	6/30/2015
4150-09/10	81	Public Health	Regular	\$136,000,000	Culturally appropriate mental health and substance abuse services for children, youth, and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include mental health assessment, therapy, collateral and wraparound services, community-based violence and trauma recovery services, community-based day treatment services, residentially-based day treatment services, intensive/day rehabilitative services, primary and secondary substance abuse prevention services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.	6/30/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4150-09/10)

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

Type of Service: Children, Youth and Families Mental Health and Substance Abuse Services

Funding Source: Realignment, Gen Funds, Medi-Cal

PSC Original Approved Amount: \$136,000,000 PSC Original Approved Duration: 07/10/10 - 06/30/15 (4 years 50 w

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 07/01/15-12/31/15 (26 weeks 2 days)

PSC Mod#2 Amount: PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$136,000,000 PSC Cumulative Duration Proposed: 5 years 25 weeks

1. Description of Work

A. Scope of Work:

Culturally appropriate mental health and substance abuse services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include mental health assessment therapy, collateral and wraparound services, community-based violence and trauma recovery services, community-based day treatment services, residentially-based day treatment services, intensive/day rehabilitative services, primary and secondary substance abuse prevention services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.

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

Without these services, children, youth and their families will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, trauma, post-trauma, and other symptoms. There may also be a generalized sense of increased collective helplessness throughout the community when related to significant numbers the community with untreated mental illness, leading to communities which feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

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

yes

D. Will the contract(s) be renewed? Yes, if funding is available.

2. Union Notification: On 03/19/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4150-09/10

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/04/2014

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

The contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

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

2230,2232,2589,2591,2593,2822,2110,2305,2320,2328,2552,2574,2585,2706,2908,2913,2915,2920,2930,2935,  
2586,2587,2588,2910

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

Yes. Contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

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

A. Explain why civil service classes are not applicable:

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health and substance abuse treatment services to its residents. (continued on attachment)

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

No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services? Please see attachment	<input checked="" type="checkbox"/>	<input 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? OTTP-Special Services for Groups	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

Address: 101 Grove Street San Francisco, CA 94102

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

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 4152 09/10)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Older Adult Behavioral Health Integrated and Full Service Outpatient ServicesFunding Source: Realignment, MediCal, Gen FundsPSC Original Approved Amount: \$18,595,931PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 07/01/15-12/31/15 (26 weeks 2 days)PSC Mod#2 Amount: \$5,281,000PSC Mod#2 Duration: 01/01/16-12/31/17 (2 years 1 day)PSC Cumulative Amount Proposed: \$23,876,931PSC Cumulative Duration Proposed: 7 years 26 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor/s will provide integrated full-service behavioral health outpatient services (Mental Health and Substance Abuse Services) for older-adult clients living in the catchment areas 2, 4 and 5 (Western Addition/area bounded by Geary-Gough-Market-Stanyan/Marina/Presidio, North of Market/Tenderloin/South of Market and Richmond and Sunset Districts.

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

Without these services, older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community, when related to the untreated mental illness, leading communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

**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, please see attached.

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

Yes, if funding is available.

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

The Department expects the need to provide these Federal, State and General Fund supported services to provide behavioral health services to continue.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The City does not have the facilities or capacity to provide the behavioral health services provided to older adults by the 12+ contractors under this PSC.

B. Reason for the request for modification:

Extending 2 years pending selection from new RFPs developed in response to Affordable Care Act

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

A. Specify required skills and/or expertise: The contractors must have appropriately trained, licensed and certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2305, Psychiatric Technician; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2910, Social Worker; 2920, Medical Social Worker; 2930, Psychiatric Social Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

**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.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health and substance abuse treatment services to its residents. (continued on 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: No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
The purpose of the contracts under this PSC is to provide behavioral health services to older adults, so formal training of civil service staff is not included.
- 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.  
Lanterman Petris Short Act
- 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.  
Episcopal Services, Curry, Hospitality House, Institute on Aging

**7. Union Notification:** On 08/22/15, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Physicians and Dentists - 8CC; Management & Superv Local 21; SEIU Local 1021; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Physicians and Dentists - 8CC; Management & Superv Local 21;

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4152 09/10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Saturday, August 22, 2015 5:27 PM  
**To:** Hale, Jacquie (DPH); joe.brenner@seiu1021.org; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; Poon, SinYee (HSA) (DSS); david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; jduritz@uapd.com; L21PSCReview@ifpte21.org; brenda\_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 4152 09/10 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$5,281,000 for services for the period January 1, 2015 – December 15, 2017. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/4276>

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



# **Additional Attachment(s)**



City and County of San Francisco

## San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: January 6, 2016

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, DPH PSC Coordinator

RE: PSC 4150-09/10 Children, Youth & Families Mental Health & Substance Abuse Services  
PSC 4152-09/10 Older Adult Behavioral Health Integrated Full Service Outpatient Services  
PSC 4153-09/10 Mental Health Residential Services  
PSC 4156-09/10 Mental Health & Substance Abuse Prevention & Related Services  
PSC 5170-09/10 Mental Health Board, Suicide Prevention & Related Services

This is to request that the above Personal Services Contracts (PSCs) be calendared for the February 1, 2016, meeting of the Civil Service Commission, and to provide information that may be helpful in considering that request. These services are urgently needed in order to continue these contracts and the care they provide to patients/clients/consumers.

Services needed. The services needed under these PSCs are for children, youth and their families, as well as for adults and older adults who are exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma and other symptoms. These services are necessary to improve the quality of life and access to healthcare for the eligible San Franciscans. If the request is denied, clients will be without community-based prevention, primary care and rehabilitation services to help them with immediate and ongoing treatment of mental health and substance abuse issues, leading to an overall degradation of health and communities which often already feel besieged and victimized.

These are longstanding contracts for which the need is expected to continue, as we anticipate that we will continue to be obligated to provide these services and that people in San Francisco will continue to need them. There are currently 57 contracts awarded under these PSCs.

Meeting with SEIU. DPH has been engaged in email exchanges with SEIU to schedule meetings to discuss these 5 PSCs, and has a meeting scheduled for this Friday, January 8, 2016, after many dates were unavailable due to the holidays. We will provide our report on that meeting to the Commission prior to the meeting. DPH also remains willing to continue meetings with SEIU if needed and to provide information as requested.

Please let me know if you need further information. Thank you for your time and consideration.

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

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

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

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

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

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**Attachment to**

**PSC 4152-09/10 Older Adult Behavioral Health Integrated and Full Service Outpatient Services**

Addiction Research and Treatment  
BAART Behavioral Health Services  
Episcopal Community Services of San Francisco  
Fort Help  
Friendship House Association of American Indians  
HealthRight360  
Hyde Street Community Services  
Japanese Community Youth Council  
Mission Council on Alcoholism  
Regents of University of California  
San Francisco Suicide Prevention  
National Council on Alcoholism (NCA)  
WestCoast Children's Clinic

Attachment to Department of Public Health  
Request for Approval of Personal Services Contracts :

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“5000. This part shall be known and may be cited as the Lanterman-Petris-Short Act.

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“5120. It is the policy of this state as declared and established in this act and in the Lanterman-Petris-Short Act that the care and treatment of mental patients be provided in the local community. In order to achieve uniform statewide implementation of the policies of this act, it is necessary to establish the statewide policy that, notwithstanding any other provision of law, no city or county shall discriminate in the enactment, enforcement, or administration of any zoning laws, ordinances, or rules and regulations between the use of property for the treatment of general hospital or nursing home patients and the use of property for the psychiatric care and treatment of patients, both inpatient and outpatient. Health facilities for inpatient and outpatient psychiatric care and treatment shall be permitted in any area zoned for hospitals or nursing homes, or in which hospitals and nursing homes are permitted by conditional use permit.”

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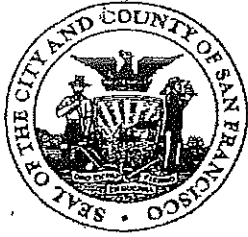
“5652.5. (a) Each county shall utilize available private and private nonprofit mental health resources and facilities in the county prior to developing new county-operated resources or facilities when these private and private nonprofit mental health resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new private and private nonprofit resources and facilities. All the available local public or private and private nonprofit facilities shall be utilized before state hospitals are used. (b) Nothing in this section shall prevent a county from restructuring its systems of care in the manner it believes will provide the best overall care.”

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“5653. In developing the county Short-Doyle plan, optimum use shall be made of appropriate local public and private organizations, community professional personnel, and state agencies. Optimum use shall also be made of federal, state, county, and private funds which may be available for mental health planning. In order that maximum utilization be made of federal and other funds made available to the Department of Rehabilitation, the Department of Rehabilitation may serve as a contractual provider under the provisions of a county Short-Doyle plan of vocational rehabilitation services for the mentally disordered.”

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<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=05001-06000&file=5650-5667>



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

E. DENNIS NORMANDY  
PRESIDENT

DONALD A. CASPER  
VICE PRESIDENT

MORGAN R. GORRONO  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

June 24, 2010

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBER 4148-09/10 THROUGH 4162-09/10.**

At its meeting of June 21, 2010 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. Please share it with everyone responsible for follow-up.*

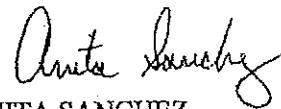
It was the decision of the Commission to:

- (1) Adopt the report; Approve request for approval of PSC #s 4150-09/10 through 4153-09/10; 4156-09/10; 4160-09/10; and 4161-09/10 on the condition that the Department of Public Health make every reasonable effort to create requisitions for those 2819 Assistant Health Educators laid off in 2009 and other Local 21 represented positions that are subject to reduction or layoff; and that the Department of Public Health report every six (6) months to the Civil Service Commission on its progress in meeting this condition. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for approval of PSC #4155-09/10 on the condition that 1) the Department of Public Health will meet with IFPTE Local 21 to discuss and evaluate whether and to what extent work to be performed in this PSC is work which could be performed by Real Property Managers; 2) If at the conclusion of these discussions, it turns out that work in this PSC is not work which could be performed by Real Property Managers, then the matter is closed; 3) If at the conclusion of these discussions, it turns out that work in this PSC is work which could be performed by Real Property Managers, then the Department of Public Health and Local 21 will endeavor to utilize CCSF Real Property Managers to perform this work, and make appropriate modifications to the contract(s) in the PSC accordingly. Notify the Office of the Controller and the Office of Contract Administration.
- (3) Adopt the report; Approve request for approval of PSC #4158-09/10 for a duration of two years, to June 30, 2012. Notify the Office of the Controller and the Office of Contract Administration.
- (4) Adopt the report; Approve request for approval of all remaining contracts. Notify the Office of the Controller and the Office of Contract Administration.

CSC Notice of Action  
June 24, 2010  
Page 2

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION



ANITA SANCHEZ  
Executive Officer

Attachment

c: Micki Callahan, Human Resources Director  
Jacquie Hale, Department of Public Health  
Naomi Kelly, Office of Contract Administration  
Ben Rosenfield, Controller  
Commission File  
Chron

POSTING FOR  
6/7/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4147-09/10	25	Mayor	Regular	\$400,000	Contractor will customize their proprietary software known as the Total Grants Solution (TGS) to add housing development process and data tracking functionality. The TGS system is a technology solution that meets the City's strategy of collecting and managing data for the Federal Department of Housing and Urban Development (HUD) grant programs including the Community Development Block (CDBG), and Emergency Shelter Grants (ESG.). The solution is the primary tool MOH uses to ensure programmatic and fiscal compliance and accountability while providing a direct and immediate link between the City and its grantees that allows for the tracking of programmatic outcomes and clients served as well as the ability of the grantee to invoice the City for contractual services rendered. Finally, the system incorporates the audit requirements of local, state and federal funding sources.	6/30/2012
4148-09/10	81	Public Health	Regular	\$2,000,000	The contractor (State of California) will coordinate and provide genetic testing services on blood samples taken from newborn babies from San Francisco General Hospital, in accordance with State law.	6/30/2020
4149-09/10	81	Public Health	Regular	\$1,250,000	Assistance to and training of Department Information Technology staff in the installation and building of an ambulatory Electronic Medical Record (EMR) system for San Francisco General Hospital and DPH community-based primary care and specialty clinics. Technical support to the Department's IT staff upon live activation of the new system. Please note that the amount shown above is a current best estimate of the value of only the professional services required, not software.	6/30/2015
4150-09/10	81	Public Health	Regular	\$136,000,000	Culturally appropriate mental health and substance abuse services for children, youth, and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include mental health assessment, therapy, collateral and wraparound services, community-based violence and trauma recovery services, community-based day treatment services, residentially-based day treatment services, intensive/day rehabilitative services, primary and secondary substance abuse prevention services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.	6/30/2015

POSTING FOR  
6/7/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4151-09/10	81	Public Health	Regular	\$150,074,786	Contract will provide: mental health outpatient; substance abuse outpatient services; and intensive case management/full-service partnership level-of-care to transitional age youth, adults and older adults. The contract will provide flexible, integrated and seamless services based on the level and type of needs of the client, and responding as clients change over time.	6/30/2015
4152-09/10	81	Public Health	Regular	\$18,595,931	Contractors will provide integrated full-service behavioral health outpatient services (Mental Health and Substance Abuse Services) for older-adult clients living in the catchment areas 2, 4 and 5 (Western Addition/area bounded by Geary-Gough-Market-Stanyan/Marina/Presidio, North of Market/Tenderloin/South of Market and Richmond and Sunset Districts.)	6/30/2015
4153-09/10	81	Public Health	Regular	\$112,083,205	Contractor will provide services to adult clients living in a residential setting who otherwise would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program. The contractor will provide crisis residential programs, transitional residential treatment programs, Institute for Mental Disease (IMD) alternative programs, and an Urgent Care Center consisting of a crisis stabilization/urgent care clinic with an attached short-term crisis residential program. Institute for Mental Disease alternative programs target adults returning from long-term care settings back to the community or who are at risk for institutional placement due to the severity of their psychiatric disorder.	6/30/2015
4154-09/10	81	Public Health	Regular	\$111,292,513	Contractor will provide substance abuse residential programs. The program will include a 24/7 comprehensive assessment, case management, counseling, skill building and support services to individuals with substance abuse disorders. The program includes Pomeroy House Perinatal Treatment, Residential Family, Women's Harm Reduction Overnight/Partial Day, Women's HIV, MH, Harm Reduction Transitional Residential, Ryan White Pt A, HIV Residential, Adult Residential & Overnight/Partial Day, Women's Residential Social Detoxification, Bad Social Detox, Homeless Specialty, HIV Women's Residential Social Detoxification, Residential Medical Detoxification, MHSA Dual Diagnosis Residential Treatment, Redwood Center Residential Treatment for High-Utilizers of Multiple Systems, HIV Residential Medical Detoxification and Proposition 36 Residential Treatment.	6/30/2015



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH
Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4152 09/10)
Type of Approval: [ ] Expedited [x] Regular ( [ ] Omit Posting)
Type of Service: Older Adult Behavioral Health Integrated and Full Services Outpatient Services

Funding Source: Realignment, MediCal, Gen Funds
PSC Original Approved Amount: \$18,595,931 PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)
PSC Mod#1 Amount: Do amount added PSC Mod#1 Duration: 07/01/15 - 12/31/15 (26 weeks 2 days)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$18,595,931 PSC Cumulative Duration Proposed: 5 years 26 weeks

1. Description of Work

A. Scope of Work:
Contractor/s will provide integrated full-service behavioral health outpatient services (Mental Health and Substance Abuse Services) for older-adult clients living in the catchment areas 2, 4 and 5 (Western Addition/area bounded by Geary-Gough-Market-Stanyan/Marina/Presidio, North of Market/Tenderloin/South of Market and Richmond and Sunset Districts.

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

Without these services, older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community, when related to the untreated mental illness, leading communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

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

Services have been provided in the past through earlier PSC request. See 4152 09/10

D. Will the contract(s) be renewed? Yes, if funding is available.

2. Union Notification: On 12/08/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; Professional & Tech Engrs. Local 21; Prof & Tech Eng. Local 21; Physicians and Dentists - 8CC; Ma

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4152 09/10 Civil Service Commission Action:
DHR Analysis/Recommendation: Commission Approval Not Required
Approved by DHR on 02/09/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
The contractors must have appropriately trained, licensed and certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

B. Which, if any, civil service class(es) normally perform(s) this work?
2230,2589,2591,2822,2110,2805,2320,2328,2552,2574,2585,2910,2930,2706,2908,2910,2920,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes, contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health and substance abuse treatment services to its residents. (continued on Attachment)

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

No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

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

- A. Will the contractor directly supervise City and County employees? YES NO
B. Will the contractor train City and County employees? 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 12/08/14 BY:

Name: Jacquie Hale Phone: (415) 554-2509 Email: jacquie.hale@sfpd.org
Address: 101 Grove Street, Room 307 San Francisco, CA 94102

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

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 4153 09/10)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Mental Health Residential ServicesFunding Source: Realignment Medi-Cal Gen fundsPSC Original Approved Amount: \$112,083,205PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)PSC Mod#1 Amount: \$108,781,000PSC Mod#1 Duration: 07/01/15-12/31/17 (2 years 26 weeks)PSC Cumulative Amount Proposed: \$220,864,205PSC Cumulative Duration Proposed: 7 years 26 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will provide service to adult clients living in a residential setting who otherwise would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program. The contractor will provide crisis residential programs, transitional residential treatment programs, Institute for Mental Disease (IMD) alternative programs, and an Urgent Care Center consisting of a crisis stabilization/urgent care clinic with an attached short-term crisis residential program. Institute for Mental Disease alternative programs target adults returning from long-term care settings back to the community or who are at risk for institutional placement due to the severity of their psychiatric disorder.

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

Without these services, older adults will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma, post-trauma, and other symptoms. There will also be a generalized sense of increased collective helplessness throughout the community, when related to the untreated mental illness, leading communities to feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as disallowance of State and Federal funding for failing to expend funds within regulatory guidelines.

**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, please see attached.

**D. Will the contract(s) be renewed?**  
Yes, if funding is available.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**  
The Department expects the need for these mental health residential services to continue.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The city does not have the facilities (buildings) or capacity to provide these mental health residential services, which provide an integral part of the City's System of Care for people with behavioral health treatment needs

B. Reason for the request for modification:

Extending 2 years pending selection from new RFPs developed in response to Affordable Care Act

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

A. Specify required skills and/or expertise: The contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2305, Psychiatric Technician; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

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

These are residential services which the department does not have the facilities (buildings) or capacity to provide.

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

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health and substance abuse treatment services to its residents. (see 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: No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
The purpose of the contracts under this PSC is to provide mental health residential services, so formal training of civil service staff is not included.
- 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.  
See attachment
- 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.  
Baker Places, Conard House, Hospitality House, Progress Fdn

**7. Union Notification:** On 08/22/15, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; Prof & Tech Eng, Local 21; Management & Superv Local 21; SEIU Local 1021; Prof & Tech Eng, Local 21; Management & Superv Local 21;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4153 09/10

DHR Analysis/Recommendation:  
 Commission Approval Required  
 DHR Approved for 02/01/2016

Civil Service Commission Action:

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

## Choi, Suzanne (HRD)

---

**From:** DHR-PSCCoordinator, DHR (HRD)  
**Sent:** Tuesday, August 25, 2015 9:56 AM  
**To:** joe.brenner@seiu1021.org; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; Poon, SinYee (HSA) (DSS); david.canham@seiu1021.org; joe.tanner@seiu1021.net; tiya.thlang@seiu1021.org; Larry.Bradshaw@seiu1021.org; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** FW: Receipt of Modification Request to PSC # 4153 09/10 - MODIFICATIONS

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of [jacquie.hale@sfdph.org](mailto:jacquie.hale@sfdph.org)  
**Sent:** Saturday, August 22, 2015 5:44 PM  
**To:** Hale, Jacquie (DPH); [jduritz@uapd.com](mailto:jduritz@uapd.com); [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 4153 09/10 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$108,781,000 for services for the period January 1, 2016 – December 31, 2017. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/5454>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present. Either you selected none or there is no email entered in the system by that particular union [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org) [jduritz@uapd.com](mailto:jduritz@uapd.com)

# **Additional Attachment(s)**



City and County of San Francisco

## San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: January 6, 2016

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, DPH PSC Coordinator

RE: PSC 4150-09/10 Children, Youth & Families Mental Health & Substance Abuse Services  
PSC 4152-09/10 Older Adult Behavioral Health Integrated Full Service Outpatient Services  
PSC 4153-09/10 Mental Health Residential Services  
PSC 4156-09/10 Mental Health & Substance Abuse Prevention & Related Services  
PSC 5170-09/10 Mental Health Board, Suicide Prevention & Related Services

This is to request that the above Personal Services Contracts (PSCs) be calendared for the February 1, 2016, meeting of the Civil Service Commission, and to provide information that may be helpful in considering that request. These services are urgently needed in order to continue these contracts and the care they provide to patients/clients/consumers.

Services needed. The services needed under these PSCs are for children, youth and their families, as well as for adults and older adults who are exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, violence, trauma and other symptoms. These services are necessary to improve the quality of life and access to healthcare for the eligible San Franciscans. If the request is denied, clients will be without community-based prevention, primary care and rehabilitation services to help them with immediate and ongoing treatment of mental health and substance abuse issues, leading to an overall degradation of health and communities which often already feel besieged and victimized.

These are longstanding contracts for which the need is expected to continue, as we anticipate that we will continue to be obligated to provide these services and that people in San Francisco will continue to need them. There are currently 57 contracts awarded under these PSCs.

Meeting with SEIU. DPH has been engaged in email exchanges with SEIU to schedule meetings to discuss these 5 PSCs, and has a meeting scheduled for this Friday, January 8, 2016, after many dates were unavailable due to the holidays. We will provide our report on that meeting to the Commission prior to the meeting. DPH also remains willing to continue meetings with SEIU if needed and to provide information as requested.

Please let me know if you need further information. Thank you for your time and consideration.

---

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

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

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

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

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

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**Attachment to PSC 4153-09/10 Mental Health Residential Services**

Baker Places, Inc.  
Central City Hospitality House  
Edgewood Center for Children and Families  
Progress Foundation

Attachment to Department of Public Health  
Request for Approval of Personal Services Contracts :

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“5000. This part shall be known and may be cited as the Lanterman-Petris-Short Act.

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“5120. It is the policy of this state as declared and established in this act and in the Lanterman-Petris-Short Act that the care and treatment of mental patients be provided in the local community. In order to achieve uniform statewide implementation of the policies of this act, it is necessary to establish the statewide policy that, notwithstanding any other provision of law, no city or county shall discriminate in the enactment, enforcement, or administration of any zoning laws, ordinances, or rules and regulations between the use of property for the treatment of general hospital or nursing home patients and the use of property for the psychiatric care and treatment of patients, both inpatient and outpatient. Health facilities for inpatient and outpatient psychiatric care and treatment shall be permitted in any area zoned for hospitals or nursing homes, or in which hospitals and nursing homes are permitted by conditional use permit.”

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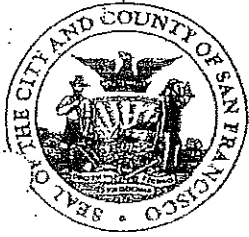
“5652.5. (a) Each county shall utilize available private and private nonprofit mental health resources and facilities in the county prior to developing new county-operated resources or facilities when these private and private nonprofit mental health resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new private and private nonprofit resources and facilities. All the available local public or private and private nonprofit facilities shall be utilized before state hospitals are used. (b) Nothing in this section shall prevent a county from restructuring its systems of care in the manner it believes will provide the best overall care.”

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“5653. In developing the county Short-Doyle plan, optimum use shall be made of appropriate local public and private organizations, community professional personnel, and state agencies. Optimum use shall also be made of federal, state, county, and private funds which may be available for mental health planning. In order that maximum utilization be made of federal and other funds made available to the Department of Rehabilitation, the Department of Rehabilitation may serve as a contractual provider under the provisions of a county Short-Doyle plan of vocational rehabilitation services for the mentally disordered.”

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<http://www.loginfo.ca.gov/cgi-bin/displaycode?section=wic&group=05001-06000&file=5650-5667>



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

E. DENNIS NORMANDY  
PRESIDENT

DONALD A. CASPER  
VICE PRESIDENT

MORGAN R. GORRONO  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

June 24, 2010

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED  
PERSONAL SERVICES CONTRACT NUMBER 4148-09/10  
THROUGH 4162-09/10.**

At its meeting of June 21, 2010 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. Please share it with everyone responsible for follow-up.*

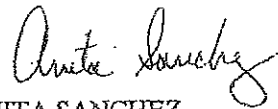
It was the decision of the Commission to:

- (1) Adopt the report; Approve request for approval of PSC #s 4150-09/10 through 4153-09/10; 4156-09/10; 4160-09/10; and 4161-09/10 on the condition that the Department of Public Health make every reasonable effort to create requisitions for those 2819 Assistant Health Educators laid off in 2009 and other Local 21 represented positions that are subject to reduction or layoff; and that the Department of Public Health report every six (6) months to the Civil Service Commission on its progress in meeting this condition. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for approval of PSC #4155-09/10 on the condition that 1) the Department of Public Health will meet with IFPTE Local 21 to discuss and evaluate whether and to what extent work to be performed in this PSC is work which could be performed by Real Property Managers; 2) If at the conclusion of these discussions, it turns out that work in this PSC is not work which could be performed by Real Property Managers, then the matter is closed; 3) If at the conclusion of these discussions, it turns out that work in this PSC is work which could be performed by Real Property Managers, then the Department of Public Health and Local 21 will endeavor to utilize CCSF Real Property Managers to perform this work, and make appropriate modifications to the contract(s) in the PSC accordingly. Notify the Office of the Controller and the Office of Contract Administration.
- (3) Adopt the report; Approve request for approval of PSC #4158-09/10 for a duration of two years, to June 30, 2012. Notify the Office of the Controller and the Office of Contract Administration.
- (4) Adopt the report; Approve request for approval of all remaining contracts. Notify the Office of the Controller and the Office of Contract Administration.

CSC Notice of Action  
June 24, 2010  
Page 2

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION



ANITA SANCHEZ  
Executive Officer

Attachment

c: Micki Callahan, Human Resources Director  
Jacquie Hale, Department of Public Health  
Naomi Kelly, Office of Contract Administration  
Ben Rosenfield, Controller  
Commission File  
Chron

POSTING FOR  
6/7/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4151-09/10	81	Public Health	Regular	\$150,074,786	Contract will provide: mental health outpatient; substance abuse outpatient services; and intensive case management/full-service partnership level-of-care to transitional age youth, adults and older adults. The contract will provide flexible, integrated and seamless services based on the level and type of needs of the client, and responding as clients change over time.	6/30/2015
4152-09/10	81	Public Health	Regular	\$18,595,931	Contractors will provide integrated full-service behavioral health outpatient services (Mental Health and Substance Abuse Services) for older-adult clients living in the catchment areas 2, 4 and 5 (Western Addition/area bounded by Geary-Gough-Market-Stanyan/Marina/Presidio, North of Market/Tenderloin/South of Market and Richmond and Sunset Districts.)	6/30/2015
4153-09/10	81	Public Health	Regular	\$112,083,205	Contractor will provide services to adult clients living in a residential setting who otherwise would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program. The contractor will provide crisis residential programs, transitional residential treatment programs, Institute for Mental Disease (IMD) alternative programs, and an Urgent Care Center consisting of a crisis stabilization/urgent care clinic with an attached short-term crisis residential program. Institute for Mental Disease alternative programs target adults returning from long-term care settings back to the community or who are at risk for institutional placement due to the severity of their psychiatric disorder.	6/30/2015
4154-09/10	81	Public Health	Regular	\$111,292,513	Contractor will provide substance abuse residential programs. The program will include a 24/7 comprehensive assessment, case management, counseling, skill building and support services to individuals with substance abuse disorders. The program includes Pomeroy House Perinatal Treatment, Residential Family, Women's Harm Reduction Overnight/Partial Day, Women's HIV, MH, Harm Reduction Transitional Residential, Ryan White Pt A, HIV Residential, Adult Residential & Overnight/Partial Day, Women's Residential Social Detoxification, Bed Social Detox, Homeless Specialty, HIV Women's Residential Social Detoxification, Residential Medical Detoxification, MHSA Dual Diagnosis Residential Treatment, Redwood Center Residential Treatment for High-Utilizers of Multiple Systems, HIV Residential Medical Detoxification and Proposition 35 Residential Treatment.	6/30/2015



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

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 4156 09/10)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: mental health and substance abuse prevention and related servicesFunding Source: Fed, State, General funds GrantsPSC Original Approved Amount: \$57,351,750PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 07/01/15-12/31/17 (2 years 26 weeks)PSC Mod#2 Amount: \$680,000PSC Mod#2 Duration: no duration addedPSC Cumulative Amount Proposed: \$58,031,750PSC Cumulative Duration Proposed: 7 years 26 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractors will provide community based mental health and substance abuse prevention and treatment, primary care and life enhancement programs for adults and transition age youths who are homeless or face mental health and substance abuse issues and their families in San Francisco. The programs will include mental health emergency crisis/vocational and rehabilitation services, peer and intern employment, peer-based wellness and recovery services, substance abuse education and training/HIV intervention/primary prevention, secondary prevention and ancillary services, short-term intensive case management-hospital discharge services.

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

These services are necessary to improve the quality of life and access to health care for the eligible San Franciscans. If the request is denied, eligible clients will be without community based prevention, primary care and rehabilitation outlets to assist them in the treatment of mental health and substance abuse issue, leading to an overall degradation of health and an increase of unemployment, violence and crime in the areas.

**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, please see attached.

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

Yes, if funding is available.

**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:**

Initial request PSC was for 5 years. Modification needed for Extending 2 years pending selection from new RFPs developed in response to Affordable Care Act

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

A. Display all that apply

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

Explain the qualifying circumstances:

The City does not have the facilities or capacity to provide mental health and substance abuse prevention and related services that will be provided by the contractors under this PSC, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients.

B. Reason for the request for modification:

Extending 2 years pending selection from new RFPs developed in response to Affordable Care Act

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

A. Specify required skills and/or expertise: Contractors must have a State-licensed and Commission-approved facilities with trained and licensed staff as applicable to provide services in a mental health, substance abuse, and/or primary care setting.

B. Which, if any, civil service class(es) normally perform(s) this work? 2305, Psychiatric Technician; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2822, Health Educator; 2910, Social Worker; 2930, Psychiatric Social Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractors will provide services in licensed and approved facilities that are located in the community, as required by State law.

**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.

Existing civil service classes are already overburdened with the current maximum level of delivery of local government-based services performed by the City and County. The remainder of the mental health/substance abuse treatment service system of care must be based in the community and is best performed by community based service providers who have the trust of and credibility in the community; who are able to operate the small, flexible, (see 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: The City currently has Civil Service classifications that are used to provide a portion of these 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.  
There are no training included in 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.  
see attachment
- 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, please see attached.

**7. Union Notification:** On 08/22/15, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; Professional & Tech Engrs, Local 21; SEIU Local 1021; Professional & Tech Engrs, Local 21;

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

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

Address: 101 Grove Street, Room 307, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4156 09/10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/01/2016



# Receipt of Union Notification(s)

## Choi, Suzanne (HRD)

---

**From:** DHR-PSCCoordinator, DHR (HRD)  
**Sent:** Tuesday, August 25, 2015 1:29 PM  
**To:** Sandeep.lal@seiu1021.me; Wendy.Frigillana@seiu1021.org; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; Lopez, Ricardo (PDR); Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Carey.dall@seiu1021.org; pscreview@seiu1021.org; joe.brenner@seiu1021.org; ted.zarzecki@seiu1021.net; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, SinYee (HSA) (DSS); david.canham@seiu1021.org; joe.tanner@seiu1021.net  
**Cc:** DHR-PSCCoordinator, DHR (HRD)  
**Subject:** FW: Receipt of Modification Request to PSC # 4156 09/10 - MODIFICATIONS

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [mailto:[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)] On Behalf Of [jacquie.hale@sfdph.org](mailto:jacquie.hale@sfdph.org)  
**Sent:** Saturday, August 22, 2015 6:43 PM  
**To:** Hale, Jacquie (DPH); [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net); [tiya.thlang@seiu1021.org](mailto:tiya.thlang@seiu1021.org); [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org); [jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [brenda\\_mendieta@sfdph.org](mailto:brenda_mendieta@sfdph.org); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
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After logging into the system please select link below:

<http://apps.sfgov.org/dhrDrupal/node/3780>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) Please check the record to see if you selected a union where a corresponding email in the TO:

field isn't present. Either you selected none or there is no email entered in the system by that particular union  
[jebrenner@ifpte21.org](mailto:jebrenner@ifpte21.org) [Larry.Bradshaw@seiu1021.org](mailto:Larry.Bradshaw@seiu1021.org) [tiya.thlang@seiu1021.org](mailto:tiya.thlang@seiu1021.org) [joe.tanner@seiu1021.net](mailto:joe.tanner@seiu1021.net)

## **Additional Attachment(s)**



City and County of San Francisco

## San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

DATE: January 6, 2016

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, DPH PSC Coordinator

RE: PSC 4150-09/10 Children, Youth & Families Mental Health & Substance Abuse Services  
PSC 4152-09/10 Older Adult Behavioral Health Integrated Full Service Outpatient Services  
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---

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

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

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

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Attachment to PSC 4156-09/10 Mod. 1

This contract includes contracts with the following providers:

Richmond Area Multi-Services  
Harm Reduction Coalition  
Regents of the University of California  
Dignity Health, St. Francis Hospital  
Superior Court of California

Attachment to Department of Public Health  
Request for Approval of Personal Services Contracts :

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"5000. This part shall be known and may be cited as the Lanterman-Petris-Short Act.

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"5120. It is the policy of this state as declared and established in this act and in the Lanterman-Petris-Short Act that the care and treatment of mental patients be provided in the local community. In order to achieve uniform statewide implementation of the policies of this act, it is necessary to establish the statewide policy that, notwithstanding any other provision of law, no city or county shall discriminate in the enactment, enforcement, or administration of any zoning laws, ordinances, or rules and regulations between the use of property for the treatment of general hospital or nursing home patients and the use of property for the psychiatric care and treatment of patients, both inpatient and outpatient. Health facilities for inpatient and outpatient psychiatric care and treatment shall be permitted in any area zoned for hospitals or nursing homes, or in which hospitals and nursing homes are permitted by conditional use permit."

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"5652.5. (a) Each county shall utilize available private and private nonprofit mental health resources and facilities in the county prior to developing new county-operated resources or facilities when these private and private nonprofit mental health resources or facilities are of at least equal quality and cost as county-operated resources and facilities and shall utilize available county resources and facilities of at least equal quality and cost prior to new private and private nonprofit resources and facilities. All the available local public or private and private nonprofit facilities shall be utilized before state hospitals are used. (b) Nothing in this section shall prevent a county from restructuring its systems of care in the manner it believes will provide the best overall care."

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"5653. In developing the county Short-Doyle plan, optimum use shall be made of appropriate local public and private organizations, community professional personnel, and state agencies. Optimum use shall also be made of federal, state, county, and private funds which may be available for mental health planning. In order that maximum utilization be made of federal and other funds made available to the Department of Rehabilitation, the Department of Rehabilitation may serve as a contractual provider under the provisions of a county Short-Doyle plan of vocational rehabilitation services for the mentally disordered."

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<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=05001-06000&file=5650-5667>



**CIVIL SERVICE COMMISSION**  
**CITY AND COUNTY OF SAN FRANCISCO**

GAVIN NEWSOM  
MAYOR

E. DENNIS NORMANDY  
PRESIDENT

DONALD A. CASPER  
VICE PRESIDENT

MORGAN R. GORRANO  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

June 24, 2010

**NOTICE OF CIVIL SERVICE COMMISSION ACTION**

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBER 4148-09/10 THROUGH 4162-09/10.**

At its meeting of June 21, 2010 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. Please share it with everyone responsible for follow-up.*

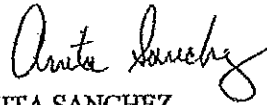
It was the decision of the Commission to:

- (1) Adopt the report; Approve request for approval of PSC #s 4150-09/10 through 4153-09/10; 4156-09/10; 4160-09/10; and 4161-09/10 on the condition that the Department of Public Health make every reasonable effort to create requisitions for those 2819 Assistant Health Educators laid off in 2009 and other Local 21 represented positions that are subject to reduction or layoff; and that the Department of Public Health report every six (6) months to the Civil Service Commission on its progress in meeting this condition. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for approval of PSC #4155-09/10 on the condition that 1) the Department of Public Health will meet with IFPTE Local 21 to discuss and evaluate whether and to what extent work to be performed in this PSC is work which could be performed by Real Property Managers; 2) If at the conclusion of these discussions, it turns out that work in this PSC is not work which could be performed by Real Property Managers, then the matter is closed; 3) If at the conclusion of these discussions, it turns out that work in this PSC is work which could be performed by Real Property Managers, then the Department of Public Health and Local 21 will endeavor to utilize CCSF Real Property Managers to perform this work, and make appropriate modifications to the contract(s) in the PSC accordingly. Notify the Office of the Controller and the Office of Contract Administration.
- (3) Adopt the report; Approve request for approval of PSC #4158-09/10 for a duration of two years, to June 30, 2012. Notify the Office of the Controller and the Office of Contract Administration.
- (4) Adopt the report; Approve request for approval of all remaining contracts. Notify the Office of the Controller and the Office of Contract Administration.

CSC Notice of Action  
June 24, 2010  
Page 2

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.6.

CIVIL SERVICE COMMISSION



ANITA SANCHEZ  
Executive Officer

Attachment

c: Micki Callahan, Human Resources Director  
Jacquie Hale, Department of Public Health  
Naomi Kelly, Office of Contract Administration  
Ben Rosenfield, Controller  
Commission File  
Chron



POSTING FOR  
6/7/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4155-09/10	81	Public Health	Regular	\$42,988,294	Contractor and partner agencies will work together to provide supportive housing services to homeless adults and transitional age youths with serious mental illness in San Francisco. The housing support services will include comprehensive on-site mental health prevention, primary care, and rehabilitative treatment services to reduce chronic homelessness in San Francisco.	6/30/2015
4156-09/10	81	Public Health	Regular	\$57,351,750	Contractors will provide community based mental health and substance abuse prevention and treatment, primary care and life enhancement programs for adults and transition age youths who are homeless or face mental health and substance abuse issues and their families in San Francisco. The programs will include mental health emergency crisis/vocational and rehabilitation services, peer and intern employment, peer-based wellness and recovery services, substance abuse education and training/HIV intervention/primary prevention, secondary prevention and ancillary services, short-term intensive care management-hospital discharge services.	6/30/2015
4157-09/10	81	Public Health	Regular	\$17,360,000	Contractors will provide San Francisco General Hospital (SFGH), Laguna Honda Hospital (LHH), DPH's Primary Care Clinics and Health At Home program a continuous, reliable source of intermittent, supplemental, on-call nursing personnel during high patient census, high acuity, unexpected staff illnesses and/or vacations, and to meet State nurse-to-patient staffing ratio requirements.	6/30/2015
4158-09/10	81	Public Health	Regular	\$84,000	Contractor will provide phlebotomy services during the phlebotomy service schedule at Behavioral Health Clinics and laboratory specimen courier services when necessary.	6/30/2015
4159-09/10	81	Public Health	Regular	\$150,000	Contractor will provide comprehensive vision care services including preventive eye exams, eye care services and diagnostic referrals for patients at the DPH's Southeast Health Center once a week during the operation hour from 8 am to 5 pm.	6/30/2015

PERSONAL SERVICES CONTRACT SUMMARY

DATE: April 27, 2010 rev. May 17, 2010

DEPARTMENT NAME: Public Health DEPARTMENT NUMBER 81, 82

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

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

TYPE OF SERVICE: Mental Health and Substance Abuse Prevention and Related Services

FUNDING SOURCE: Federal, State and General Funds, Grants and Work Order

PSC AMOUNT: \$57,351,750/ total 5 years PSC DURATION: 7/1/2010 - 6/30/2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Contractors will provide community based mental health and substance abuse prevention and treatment, primary care and life enhancement programs for adults and transition age youths who are homeless or face mental health and substance abuse issues and their families in San Francisco. The programs will include mental health emergency crisis/vocational and rehabilitation services, peer and intern employment, peer-based wellness and recovery services, substance abuse education and training/HIV intervention/primary prevention, secondary prevention and ancillary services, short-term intensive case management-hospital discharge services.

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

These services are necessary to improve the quality of life and access to health care for the eligible San Franciscans. If the request is denied, eligible clients will be without community based prevention, primary care and rehabilitation outlets to assist them in the treatment of mental health and substance abuse issue, leading to an overall degradation of health and an increase of unemployment, violence and crime in the areas.

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):

2013-04/05 and 2012-08/09

D. Will the contract(s) be renewed: Yes, if funding is available.

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

SEIU Local 1021 IFPTE Local 21 Union Name, Jacqule Hale Signature of person mailing/faxing form, April 30, 2010 Date

Union Name, Signature of person mailing/faxing form, Date

RFP sent to SEIU Local 1021 IFPTE Local 21 Union Name, on July 30, 2009 Date, Mahlet Girma Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4156-09/10

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION: approved 6/21/10

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise:  
*Contractors must have a State-licensed and Commission-approved facilities with trained and licensed staff as applicable to provide services in a mental health, substance abuse, and/or primary care setting.*
- B. Which, if any, civil service class normally performs this work?  
*No single civil service classification performs all necessary services. If these services were to be performed by civil service classes, they would be a combination of any or all the following: 2589/2591/2593 Health Program Coordinators I, II, and III, 2822 Health Educator, 2305 Psychiatric Technician, 2574 Research Psychologist, 2585/86, 87, 88 Health Worker I, II, III, IV, 2910 Social Worker, 2930 Psychiatric Social Worker.*
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
*Yes. The contractors will provide services in licensed and approved facilities that are located in the community, as required by State law.*

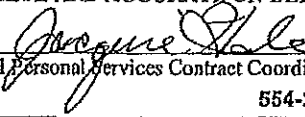
4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable:  
*Existing civil service classes are already overburdened with the current maximum level of delivery of local government-based services performed by the City and County. The remainder of the mental health/substance abuse treatment service system of care must be based in the community and is best performed by community based service providers who have the trust of and credibility in the community; who are able to operate the small, flexible, grassroots-oriented, community based programs specific to the target population they serve.*
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
*The City currently has Civil Service classifications that are used to provide a portion of these services.*

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

- |  | Yes                                 | No                                  |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. <u>Will the contractor train City and County employees?</u>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Describe the training and indicate approximate number of hours.</li> <li>• Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.</li> </ul> |                                     |                                     |
| 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 checked="" type="checkbox"/> | <input type="checkbox"/>            |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

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

 _____ Signature of Departmental Personal Services Contract Coordinator Jacquie Hale	_____ 554-2609 Telephone Number
Print or Type Name	Telephone Number

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



From:

06/14/2013 10:56

#532 P.001/001



### San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

City and County of San Francisco

#### MEMORANDUM

DATE: June 14, 2013 Fax page 1 of 1  
 TO: Leorah Dang, PSC Analyst by fax to: 557-4868  
 Department of Human Resources (Dept. 33)  
 FROM: Jacquie Hale, PSC Coordinator *JAH*  
 Department of Public Health (Dept. 82)  
 RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No.	4156-09/10	Approval Date:	June 24, 2010
Description of Service: Contractors will provide community based mental health and substance abuse prevention and treatment, primary care and life enhancement programs for adults and transition age youths who are homeless or face mental health and substance abuse issues and their families in San Francisco. The programs will include mental health emergency crisis/vocational and rehabilitation services, peer and intern employment, peer-based wellness and recovery services, substance abuse education and training/HIV intervention/primary prevention, secondary prevention and ancillary services, short-term intensive care management-hospital discharge services.			
Original Approved Amount:	\$57,351,750	Original Approved Duration:	7/01/10-06/30/15
Modification Amount:	\$ 0	Modification of Duration:	7/01/15-12/31/17
Total Amount, as Modified:	\$57,351,750	Total Duration, as Modified:	7/01/10-12/31/17
Reason for the modification: To extend the duration of the PSC to allow the inclusion of contracts awarded under an additional RFP 13-2012 Substance Abuse Family Day Treatment and Outpatient Program for the Spanish-speaking Community in San Francisco.			

Attachment: Copy of Approved PSC Summary

DPH CMS #: 7180

\*\*\*\*\* FOR DEPARTMENT OF HUMAN RESOURCES USE \*\*\*\*\*

DHR ACTION:  Approved

Approval Date: 6/17/2013

By: *[Signature]*  
Micki Callahan, Human Resources Director

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.  
 We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~  
 ~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proflident health services ~ Ensure equal access to all ~  
 barbara.garcia@sfdph.org ~ office 415-554-2526 fax 415 554-2710  
 101 Grove Street, Room 308, San Francisco, CA 94102

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

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 35131 - 15/16)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Recruitment for Executive and Senior ManagementFunding Source: General FundPSC Original Approved Amount: \$95,000 PSC Original Approved Duration: 11/12/15 - 11/11/16 (1 year)PSC Mod#1 Amount: \$105,000 PSC Mod#1 Duration: 11/12/15-11/11/17 (1 year)PSC Cumulative Amount Proposed: \$200,000 PSC Cumulative Duration Proposed: 2 years**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.

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

The services are necessary in order to augment the Department's internal efforts to fill executive level and senior management positions at the Department of Public Health as expeditiously as possible. The Department is under significant time constraints to fill these positions due to upcoming openings of the new San Francisco General Hospital, continued adjustment of operations related to the Affordable Care Act, and overall Departmental integration efforts in development of the San Francisco Health Network as the Network's provider of acute care hospital services. These organizational efforts require these permanent positions in order to make these organizational changes successful. Denial will negatively impact both the long-term and day-to-day operations of the Department and the quality of care it is capable of providing.

**C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**  
PSC 3077-08/09, PSC 38398 15/16**D. Will the contract(s) be renewed?**  
If there is a continued need.**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:****2. Reason(s) for the Request****A. Display all that apply**

- Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.
- 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).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The positions must be filled as soon as possible in order to maintain continuity and avoid disruption in critical services. Services are as-needed and short-term, as they will be necessary only until an acceptable candidate is found. An executive search firm with particular experience in the healthcare field and public and/or governmental employers is needed to help Department Human Resources staff find the best candidate for these unique positions.

B. Reason for the request for modification:

The Department has additional high level and specialty positions to fill that are mission critical to support the Department and the new San Francisco General Hospital. Denial will negatively impact both the long-term and day-to-day operations of the Department and the quality of care it is capable of providing.

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

- A. Specify required skills and/or expertise: The ability to perform the needed services at the highest professional level within a very limited time frame; expertise in the placement of executive level and senior management positions in healthcare professions at major public and/or governmental and academic medical centers; access to quality resources/contact and related databases in the healthcare field.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1246, Principal Personnel Analyst; 1250, Recruiter;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The Department is also utilizing standard City recruitment efforts through the Department's Human Resource Division.

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

- A. Explain why civil service classes are not applicable.  
The wide range of resources and access to qualified candidates that an executive search firm has are not readily available to Department Human Resource staff.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, these services are used on an as-needed and intermittent basis and will augment current Civil Service efforts.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
This is to augment current City efforts on an as-needed and intermittent basis, not a permanent replacement of Civil Service functions. DPH Human Resource staff will have the opportunity for knowledge transfer and will be exposed to current best practices of recruitment efforts.
- 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 12/18/15, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, SFAPP; 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove St., Room 307, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 35131 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required  
DHR Approved for 02/01/2016



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

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**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Friday, December 18, 2015 11:05 AM  
**To:** Hale, Jacquie (DPH); L21PSCReview@ifpte21.org; Kyaun, Florence (DPH); DHR-PSCCoordinator, DHR (HRD); Isen, Richard (TIS)  
**Subject:** Receipt of Modification Request to PSC # 35131 - 15/16 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$105,000 for services for the period November 12, 2015 – November 11, 2017. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/6173>

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

# **Additional Attachment(s)**

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

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Recruitment for Executive and Senior ManagementFunding Source: General FundPSC Duration: 1 yearPSC Amount: \$95,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.

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

The services are necessary in order to augment the Department's internal efforts to fill executive level and senior management positions at the Department of Public Health as expeditiously as possible. The Department is under significant time constraints to fill these positions due to upcoming openings of the new San Francisco General Hospital, continued adjustment of operations related to the Affordable Care Act, and overall Departmental integration efforts in development of the San Francisco Health Network as the Network's provider of acute care hospital services. These organizational efforts require these permanent positions in order to make these organizational changes successful. Denial will negatively impact both the long-term and day-to-day operations of the Department and the quality of care it is capable of providing.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
PSC 3077-08/09 (for a Chief Nursing Officer)

D. Will the contract(s) be renewed?  
If there is a continued need.

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

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

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

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

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

B. Explain the qualifying circumstances:

The positions must be filled as soon as possible in order to maintain continuity and avoid disruption in critical services. Services are as-needed and short-term, as they will be necessary only until an acceptable candidate is found. An executive search firm with particular experience in the healthcare field and public and/or governmental employers is needed to help Department Human Resources staff find the best candidate for these unique positions.

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

- A. Specify required skills and/or expertise: The ability to perform the needed services at the highest professional level within a very limited time frame; expertise in the placement of executive level and senior management positions in healthcare professions at major public and/or governmental and academic medical centers; access to quality resources/contact and related databases in the healthcare field.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1246, Principal Personnel Analyst; 1250, Recruiter;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The Department is also utilizing standard City recruitment efforts through the Department's Human Resource Division.

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

- A. Explain why civil service classes are not applicable.  
The wide range of resources and access to qualified candidates that an executive search firm has are not readily available to Department Human Resource staff.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, these services are used on an as-needed and intermittent basis and will augment current Civil Service efforts.

**6. Additional Information**

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

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

This is to augment current City efforts on an as-needed and intermittent basis, not a permanent replacement of Civil Service functions. DPH Human Resource staff will have the opportunity for knowledge transfer and will be exposed to current best practices of recruitment efforts.

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 10/08/2015, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, SFAPP, 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: Jacque Hale Phone: (415) 554-2609 Email: jacque.hale@sfdph.org

Address: 101 Grove St., Room 307 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 35131 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/17/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH – DPH Dept. Code: DPH

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Recruitment for the Chief Executive Officer of San Francisco General Hospital

Funding Source: General Fund PSC Duration: 47 weeks 5 days  
PSC Amount: \$75,000 PSC Est. Start Date: 08/01/2015 PSC Est. End Date: 06/30/2016

**1. Description of Work**

A. Scope of Work:

The Contractor will augment the Department's search and recruitment of qualified candidates for the position of Chief Executive Officer of San Francisco General Hospital Medical Center.

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

The services are necessary in order to augment the Department's internal efforts and to fill the recently vacated position of Chief Executive Officer of San Francisco General Hospital and Medical Center (SFGHMC) as expeditiously as possible. SFGHMC is under significant time constraints to fill this position due to upcoming opening of the new SFGH hospital building, continued adjustment of operations related to the Affordable Care Act, and overall Departmental integration efforts in development of the San Francisco Health Network as the Network's provider of acute care hospital services. These organizational efforts require the leadership of a permanent CEO in order to make these organizational changes successful. Denial will negatively impact both the long-term and day-to-day operations of SFGHMC and the quality of care it is capable of providing.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.  
PSC 3077-08/09 (for a Chief Nursing Officer)

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

**2. Union Notification:** On 07/27/2015, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, SFAPP,

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 38398 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/27/2015

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

A. Specify required skills and/or expertise:

The ability to perform the needed services at the highest professional level within a very limited timeframe; expertise in the placement of executive level healthcare professionals at major public and/or governmental and academic medical centers; access to quality resources/contacts and related databases in the healthcare field.

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

1246,1250,

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

No.

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

A. Explain why civil service classes are not applicable:

Civil Service classes maybe applicable, but the wide range of resources and access to qualified candidates that an executive search firm has are not readily available to Department Human Resource staff.

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

No, these services are used on an as-needed basis and augment the outreach of current Civil Service efforts.

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

**YES    NO**

- |  |                          |                                     |
|--|--------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services?                                       | <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 08/26/2015 BY:

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

Address: 101 Grove St., Room 307 San Francisco, CA 94102





OFFICE OF CONTRACT MANAGEMENT AND COMPLIANCE  
101 Grove Street, Room 307  
San Francisco, California 94102  
Telephone: 554-2607

MEMORANDUM

TO: Mary Ng, Department of Human Resources,  
Personal Services Contract Coordinator for DPH

FROM: Jacquie Hale,  
Director, Office of Contract Management *JH*

DATE: March 12, 2009

SUBJECT: Department of Human Resources Approval

Attached are the following expedited personal services contract summaries [and proof of union notification] for review and approval:

PSC #3077-08/091. Recruitment for the Chief Nursing Officer of San Francisco General Hospital.

→ PSC #3078-08/092. Consulting Services for the County Nutrition Action Plan.

Attachments

cc: Robert Muscat, IFPTE, Local 21, w/a  
Jet Chapman, SEIU, Local 1021, w/a  
Gregg Sass  
Jim Soos, Health Commission  
File, w/a

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PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 10, 2009

DEPARTMENT NAME: Department of Public Health DEPARTMENT NUMBER 81 & 82

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

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

TYPE OF SERVICE: Recruitment for the Chief Nursing Officer of San Francisco General Hospital

FUNDING SOURCE: General Funds

PSC AMOUNT: \$49,900 PSC DURATION: 6/1/2009 - 6/30/2010

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The Contractor will augment the Department's search and recruitment of qualified candidates for the position of Chief Nursing Officer of San Francisco General Hospital. The Department has received permission from the Office of the Controller to select a suitable contractor from the City wide prequalified executive recruiting firm list (please see email attached).

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

The services are necessary in order to augment the Department's internal efforts and to fill the recently vacant Chief Nursing Officer position in relatively short order. San Francisco General Hospital has a significant time constraint to fill the position of Chief Nursing Officer due to upcoming stroke and lab surveys, the Periodic Performance Review process for the Long-Term Care and Hospital program, and upcoming application for Magnet status. In addition, SFGH is undergoing a major rebuild of its acute care facility. These organizational efforts require extensive transition planning, leadership and direction from a complete Executive Committee. The Chief Nursing Officer's leadership role is a critical component to the successful implementation of these organizational changes. Denial will negatively impact the long-run and day-to-day operations and the quality of care at San Francisco General Hospital.

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):

Only a small number (5 including this proposed request) of past executive searches for other high level positions within the Department have been contracted out in the last nine years. The most recent PSC approval was PSC 3069-08/09, an executive search for a Medical Director for Laguna Honda Hospital. (attached)

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):

IFPTE Local 21  
Union Name

Jacque Hale  
Signature of person mailing/faxing form

MAR 12 2009  
Date

Union Name

Jacque Hale  
Signature of person mailing/faxing form

Date

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

Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3077-08/09  
Approval Date: March 13, 2009

By: Max M. A. Ly  
for Micki Chalahan, Human Resources Director

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The ability to perform necessary search and recruitment functions within a very short period of time; expertise in the placement of Healthcare professionals at public and academic medical centers; access to quality contacts and related data bases in the healthcare field.

B. Which, if any, civil service class normally performs this work?  
1241, 1244, and 1246 Personnel Analyst series.

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service classes maybe applicable, but the wide range of resources and access to qualified candidates that an executive search firm has are not readily available to Department Human Resource staff.

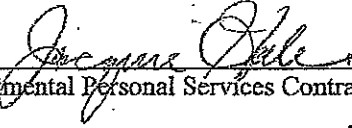
B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, these services are used on an as-needed basis and augment the outreach of current Civil Service efforts.

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

Yes No

- A. Will the contractor directly supervise City and County employees?  Yes  No
- B. Will the contractor train City and County employees?  Yes  No
  - Describe the training and indicate approximate number of hours.
  - Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.
- C. Are there legal mandates requiring the use of contractual services?  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 personal services contract with your department?  Yes  No

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

  
 \_\_\_\_\_  
 Signature of Departmental Personal Services Contract Coordinator  
 \_\_\_\_\_  
**Jacquie Hale** **554-2609**  
 \_\_\_\_\_  
 Print or Type Name Telephone Number  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Address

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